

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 1st and 3rd Mondays

6:00 PM

Monday, January 7, 2019

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 Monday, January 7, 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: Walter __, Anderson __, Hawkins __, Wall ____, Larsen ____, Cordes __, 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. **Recognition of the 2018** Junior Parada Parade and Christmas on Main Parade Float winners. (Alison Feliz)
- b. **Presentation by the** Florence Teen Council and highlights of their activities. (David Lewis)
- c. **Presentation on Pinal** County Tourism Video #3. (Ben Bitter)
- d. **Work Session Presentation** by Carson Bise, TischlerBise, regarding the Town of Florence Development Impact Fee Update. (Lisa Garcia)

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. **Recommend to the** Arizona State Board on Geographic and Historic Names the renaming of portions of US-60 in Pinal and Gila Counties as “The Governor Rose Mofford Memorial Highway.” (Ben Bitter)
- b. **Approval of the purchase** and installation of a self-contained breathing apparatus (SCBA) compressor for Fire Station 542, from United Fire Equipment Company, in an amount not to exceed \$49,000. (David Strayer)
- c. **Approval to suspend** the Town of Florence Special Event Vendor Permit rules for the Road to Country Thunder event to allow the Greater Florence Chamber of Commerce to coordinate vendors and collect vendor fees as a fundraiser during the Road to Country Thunder event on April 6, 2019. (Lisa Garcia)
- d. **Authorization to award** a contract with Casa Grande Courier, for delivery of samples, through the procurement bidding process; contract to ratify expenditures July 2018 through December 2018; contract to then begin January 7, 2019 through June 30, 2020, in an amount not to exceed \$46,799.10. (Chris Salas)
- e. **Approval to award** a contract to K.P. Ventures Well Drilling & Pump LLC, to rebuild Well #4 located at 425 E. Ruggles, in an amount not exceed \$96,038.59. (Chris Salas)
- f. **Approval of accepting** the register of demands ending November 30, 2018, in the amount of \$2,435,543.36. (Joe Jarvis)

8. NEW BUSINESS

- a. **Discussion/Approval/Disapproval** of appointment of Board/Commission members. (Lisa Garcia)
 - i. Re-appointment of H Christine Reid, Lynn Smith, and Betty Wheeler to the Historic District Advisory Commission, with terms to expire December 31, 2022.
 - ii. Appointment of Carroll Michael to the Historic District Advisory Commission, with a term to expire December 31, 2022.
 - iii. Re-appointment of Sheree Berger to the Library Advisory Board, with term to expire December 31, 2021.
 - iv. Appointment of Douglas W. Stinson to the Parks and Recreation Board, with a term to expire December 31, 2021.
 - v. Re-appointment of Gary Pranzo to the Planning and Zoning Commission, with a term to expire December 31, 2022.

- b. **Resolution No. 1685-19:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA ADOPTING THE 2019 LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENTS PLAN FOR THE TOWN OF FLORENCE. (Lisa Garcia)
- c. **Ordinance No. 669-19:** Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING CERTAIN REAL PROPERTY, HEREAFTER DESCRIBED, SURPLUS FOR USE BY THE TOWN AND AUTHORIZING THE SALE THEREOF, DECLARING AN EMERGENCY, AND RESCINDING ORDINANCE NO. 665-18. (Lisa Garcia)
- d. **Ordinance No. 666-19:** Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING CERTAIN REAL PROPERTY, HEREAFTER DESCRIBED, SURPLUS FOR USE BY THE TOWN AND AUTHORIZING THE SALE THEREOF, AND DECLARING AN EMERGENCY. (Lisa Garcia)
- e. **Discussion/Approval/Disapproval** of a Lease Agreement between the Town of Florence, and Lisa Terenzio, for Suite 201 at the Silver King Marketplace.
- f. **Discussion/Approval/Disapproval** to award a contract with Legend Technical Services of Arizona Inc., using the Cooperative Purchase Agreement from the City of Tempe, Contract # WUD15-113-04, for potable water quality, wastewater and soil testing services, to ensure the Town is compliance with current regulations, in an amount not to exceed, \$104,118.00. (Chris Salas)
- g. **Discussion/Approval/Disapproval** I to award a contract to 315 Fire Protection Services, for the installation of a fire suppression system in the Public Works Building, located at 425 E. Ruggles Street, in an amount not to exceed \$107,832. (Chris Salas)
- h. Discussion/Approval/Disapproval of awards associated with CIP-20 Recharge Facility:
 - i. **Approval to award a contract** to JAYCO, as per attached Exhibit A Scope of Work. The project amount shall not exceed \$263,700. (Chris Salas)
 - ii. **Approval to award a contract** to Scholtz Contracting LLC as per attached Exhibit A Scope of Work. The project amount shall not exceed \$341,634. (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. ADJOURN TO EXECUTIVE SESSION

Discussion and possible action to authorize the holding of an Executive Session during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3) and (A)(4) to consider its position and instruct its representatives and/or attorneys regarding:

- a. 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.
- b. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 -000325.

14. ADJOURN FROM EXECUTIVE SESSION

15. 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 JANUARY 3, 2019, BY MARIA HERNANDEZ, DEPUTY TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

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

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6a.
MEETING DATE: January 7, 2019 DEPARTMENT: Community Services STAFF PRESENTER: Alison Feliz, Recreation Coordinator SUBJECT: Recognition of the 2018 Junior Parada Parade and Christmas on Main Parade Float winners		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Recognition of the 2018 Junior Parada Parade and Christmas on Main Parade Float winners.

BACKGROUND/DISCUSSION:

The 2018 Junior Parada event, held Saturday, November 24th, had 29 parade entries. Following the parade, Town staff shared a link on social media and allowed the public to vote for their favorite entry in each category. The organizations/individuals being recognized today had the most votes in their category and are being recognized as the 2018 Junior Parada winners.

The 2018 Christmas on Main event, held Friday, December 7th, had 41 parade entries. Following the parade Town staff shared a link on social media and allowed the public to vote for their favorite entry by category. The organization/individuals being recognized today had the most votes in their category and are being recognized as the 2018 Christmas on Main Street float winners.

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not applicable

FINANCIAL IMPACT:

None

ATTACHMENTS:

None

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6b.
MEETING DATE: January 7, 2019 DEPARTMENT: Community Services STAFF PRESENTER: David Lewis, Recreation Leader SUBJECT: Florence Teen Council Update		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" 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 by the Florence Teen Council and highlights of their activities.

BACKGROUND/DISCUSSION:

The Florence Teen Council (FTC), led by Koko Hunter and David Lewis, wrapped up the first half of the school-year and the FTC members would like to share their experiences with the Town Council.

A VOTE OF NO WOULD MEAN:

Not Applicable

A VOTE OF YES WOULD MEAN:

Not applicable

FINANCIAL IMPACT:

Not applicable

ATTACHMENTS:

None



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 6c.

MEETING DATE: January 7, 2019

DEPARTMENT: Administration

STAFF PRESENTER: Benjamin Bitter, Assistant to the Town Manager / Public Information Officer

SUBJECT: Pinal County Tourism Video #3

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

STRATEGIC PLAN REFERENCE: Community Vitality Economic Prosperity

- Leadership and Governance Partnership and Relationships Transportation and Infrastructure
 Statutory None

RECOMMENDED MOTION/ACTION:

This is not an action item.

BACKGROUND/DISCUSSION:

Pinal County (County) contracted with Moses Inc., to produce a series of videos highlighting the beauty and amenities of Pinal County. The County recently released the third series of these videos, depicting the many outdoor adventure opportunities within the County. While this video did not feature the Town of Florence as much as the previous two, the video is again successful at painting our county in a positive light.

The video is available for viewing at the Town Council Meeting.

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not applicable

FINANCIAL IMPACT:

Not applicable

ATTACHMENTS:

None

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6d.
MEETING DATE: January 7, 2019 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk SUBJECT: Presentation by Carson Bise, TischlerBise, regarding the Town of Florence Development Impact Fee Update		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Presentation by Carson Bise, TischlerBise, regarding the Town of Florence Development Impact Fee Update.

BACKGROUND/DISCUSSION:

Tonight, the Town Council will be asked to adopt the Land Use Assumptions and Infrastructure Improvements Plan, which are the basis for the calculation of the development impact fees that are contained within the report. The report is attached to Resolution No. 1685-19.

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

The next step in the process is the developing and discussing Impact Fees.

Key Dates (Subject to change)

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

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

Monday, April 15, 2019 - Development Impact Fees adoption

Monday, July 1, 2019 - Development Impact Fees effective

Town Consultant Carson Bise will be on hand to provide a detailed presentation as well as answer any questions that the Town Council may have.

A VOTE OF NO WOULD MEAN:

No action will be taken tonight.

A VOTE OF YES WOULD MEAN:

No action will be taken tonight.

FINANCIAL IMPACT:

On September 17, 2017, the Town Council entered into a contract with TischlerBise to update the Town of Florence Land Use assumptions, Infrastructure Improvements Plan and Development Fees in an amount not to exceed \$99,640.

Development impact fees will either increase or decrease based on the LUA/IIP and impact fee study (see tables below).

Residential (per unit)

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

Nonresidential (per 1,000 square feet)

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

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

ATTACHMENTS:

Presentation



Land Use Assumptions, IIP and Development Fees

Town of Florence, AZ

January 7, 2019





40-year consulting practice serving local government nationwide

- Impact fees/infrastructure financing strategies
- Fiscal/economic impact analyses
- Capital improvement planning
- Infrastructure finance/revenue enhancement
- Real estate and market feasibility

Apache Junction	Maricopa
Avondale	Nogales
Buckeye	Payson
Camp Verde	Pinetop-Lakeside
Casa Grande	Queen Creek
Coolidge	Safford
Dewey-Humboldt	Sedona
Eloy	Sierra Vista
Flagstaff	Surprise
Florence	Tucson
Gilbert	Yuma
Glendale	
Goodyear	

■ Three integrated products

- » Land Use Assumptions (at least 10 years and approved by elected officials)
- » Infrastructure Improvements Plan (IIP) limited to 10 years (no build out analysis)
- » Development Fees part of broader revenue strategy

■ Based on same Level-of-Service (LOS) provided to existing development

■ Limitations on Necessary Public Services

- » 3,000 square feet recreational facilities
- » No regional training facilities for public safety

■ Refunds can be requested if improvements are not built



Legal and Methodology

- One-time payment for growth-related infrastructure, usually collected at the time buildings permits are issued
- Can't be used for operations, maintenance, or replacement
- Not a tax but more like a contractual arrangement to build infrastructure, with three requirements
 - » Need (system improvements, not project-level improvements)
 - » Benefit
 - Short range expenditures
 - Geographic service areas and/or benefit districts
- Proportionate



Summary of LUA

■ Population increase

- » Year round: 3,331
- » Seasonal: 1,101

■ Housing unit increase

- » Single family: 1,750 units
- » Multifamily: 250 units

■ Nonresidential development increase

- » 3,719 jobs
- » 1.3 million square feet

Parks and Recreation Facilities





Methodology and Components

- Consumption-based approach
- Townwide service area
- Components
 - » Park and open space land
 - » Park improvements

Projected Demand (IIP)

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

Need for Park Infrastructure					
	Year	Peak HH Population	Jobs	Acres	Improvements
Base	2018	14,480	7,626	125	909
Year 1	2019	14,926	7,902	128	937
Year 2	2020	15,369	8,188	132	965
Year 3	2021	15,812	8,484	136	993
Year 4	2022	16,255	8,791	140	1,022
Year 5	2023	16,698	9,172	144	1,050
Year 6	2024	17,141	9,571	148	1,079
Year 7	2025	17,584	9,987	152	1,107
Year 8	2026	18,027	10,420	156	1,136
Year 9	2027	18,470	10,873	160	1,165
Year 10	2028	18,913	11,345	164	1,194
Ten-Yr Increase		4,433	3,719	39	285
			Growth-Related Expenditures =>	\$390,208	\$3,817,598
Total Growth-Related Expenditures				\$4,207,806	

Proposed Parks Development Fee

<i>Fee Component</i>	<i>Cost per Person</i>	<i>Cost per Job</i>
Park Land	\$82.55	\$6.53
Park Improvements	\$807.65	\$63.90
Development Fee Study	\$7.19	\$0.43
TOTAL	\$897.39	\$70.86

Residential (per unit)

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

*Figure A1.

Nonresidential (per square foot)

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

Projected Parks Development Fee Revenue

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

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

Fire Facilities





Methodology and Components

- Consumption-based approach
- Townwide service area
- Credit for existing debt
- Components
 - » Station square footage
 - » Apparatus

Projected Demand

Type of Infrastructure	Level of Service		Demand Unit	Average Cost
Facilities	Residential	1.21	Square Feet	per Person
	Nonresidential	0.89		per Job
Vehicles	Residential	0.0005	Vehicles	per Person
	Nonresidential	0.0004		per Job

\$292 per SF

\$459,583 per Vehicle

Need for Fire Infrastructure					
	Year	Peak HH Population	Jobs	Facilities (SF)	Vehicles
Base	2018	14,480	7,626	24,300	11
Year 1	2019	14,926	7,902	25,085	11
Year 2	2020	15,369	8,188	25,875	12
Year 3	2021	15,812	8,484	26,675	12
Year 4	2022	16,255	8,791	27,484	12
Year 5	2023	16,698	9,172	28,359	13
Year 6	2024	17,141	9,571	29,250	13
Year 7	2025	17,584	9,987	30,156	14
Year 8	2026	18,027	10,420	31,078	14
Year 9	2027	18,470	10,873	32,017	14
Year 10	2028	18,913	11,345	32,974	15
<i>Ten-Yr Increase</i>		4,433	3,719	8,674	4
		Growth-Related Expenditures =>		\$2,529,907	\$1,804,548
Total Growth-Related Expenditures				\$4,334,455	

Proposed Fire Development Fee

<i>Fee Component</i>	<i>Cost per Person</i>	<i>Cost per Job</i>
Fire Facilities	\$248.90	\$183.80
Fire Vehicles	\$251.37	\$185.62
Development Fee Study	\$5.84	\$2.36
Credit	(\$112.13)	(\$75.38)
TOTAL	\$393.98	\$296.39

Residential (per unit)

<i>Development Type</i>	<i>Persons per Household</i>	<i>Proposed Fees</i>	<i>Current Fee</i>	<i>Increase / Decrease</i>
Single-Family	2.42	\$955	\$917	\$38
Multifamily	1.80	\$710	\$743	(\$33)

*Figure A1.

Nonresidential (per square foot)

<i>Development Type</i>	<i>Jobs per 1,000 Sq. Ft.</i>	<i>Proposed Fees</i>	<i>Current Fee</i>	<i>Increase / Decrease</i>
Commercial/Retail	2.34	\$0.69	\$0.66	\$0.03
Office/Institutional	2.97	\$0.88	\$0.61	\$0.27
Industrial/Flex	1.63	\$0.48	\$0.20	\$0.28

Projected Fire Development Fee Revenue

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

Fire Development Impact Fee Revenue

		Single-Family	Multifamily	Commercial / Retail	Office / Institutional	Industrial / Flex
		\$955	\$710	\$0.69	\$0.88	\$0.48
		per Housing Unit	per Housing Unit	per Sq. Ft.	per Sq. Ft.	per Sq. Ft.
<i>Year</i>		<i>Households</i>	<i>Households</i>	<i>KSF</i>	<i>KSF</i>	<i>KSF</i>
Base	2017	5,437	778	271	2,305	93
Year 1	2018	5,607	802	281	2,388	97
Year 2	2019	5,773	826	291	2,475	100
Year 3	2020	5,940	850	301	2,564	104
Year 4	2021	6,107	874	312	2,657	108
Year 5	2022	6,273	897	326	2,773	112
Year 6	2023	6,440	921	340	2,893	117
Year 7	2024	6,606	945	355	3,019	122
Year 8	2025	6,773	969	370	3,150	128
Year 9	2026	6,939	993	386	3,287	133
Year 10	2027	7,106	1,017	403	3,429	139
<i>Ten-Yr Increase</i>		1,669	239	132	1,124	46
<i>10-year projected revenue</i>		\$1,593,578	\$169,397	\$91,646	\$988,737	\$21,972
Projected Revenue =>						\$2,865,330

Police Facilities





Methodology and Components

- Consumption-based approach
- Townwide service area
- Components
 - » Police space
 - » Police vehicles

Projected Demand (IIP)

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

Need for Police Infrastructure					
	Year	Peak HH Population	Trip Ends	Facilities (SF)	Vehicles
Base	2018	14,480	14,830	14,016	43
Year 1	2019	14,926	15,366	14,469	44
Year 2	2020	15,369	15,922	14,925	46
Year 3	2021	15,812	16,498	15,386	47
Year 4	2022	16,255	17,095	15,852	49
Year 5	2023	16,698	17,837	16,357	50
Year 6	2024	17,141	18,612	16,871	52
Year 7	2025	17,584	19,420	17,394	53
Year 8	2026	18,027	20,264	17,926	55
Year 9	2027	18,470	21,144	18,467	57
Year 10	2028	18,913	22,063	19,019	58
Ten-Yr Increase		4,433	7,233	5,003	15
				\$1,460,893	\$732,825
				Total Growth-Related Expenditures	
				\$2,193,718	

Proposed Police Development Fee

<i>Fee Component</i>	<i>Cost per Person</i>	<i>Cost per Vehicle Trip</i>
Police Facilities	\$203.50	\$77.27
Police Vehicles	\$102.08	\$38.76
Development Fee Study	\$5.39	\$1.55
TOTAL	\$310.97	\$117.58

Residential (per unit)

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

*Figure A1.

Nonresidential (per square foot)

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

Projected Police Development Fee Revenue

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

Police Development Impact Fee Revenue

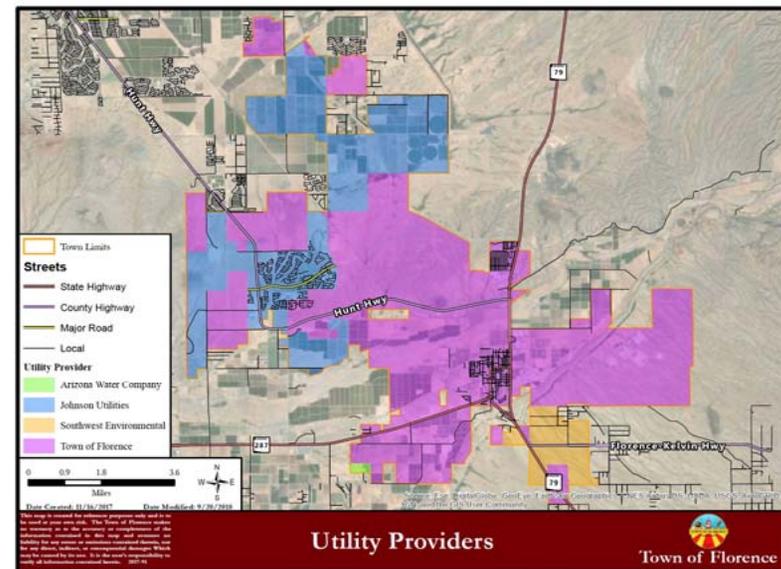
		Single-Family	Multifamily	Commercial / Retail	Office / Institutional	Industrial / Flex
		\$754 per Housing Unit	\$560 per Housing Unit	\$1.46 per Sq. Ft.	\$0.57 per Sq. Ft.	\$0.29 per Sq. Ft.
<i>Year</i>		<i>Units</i>	<i>Units</i>	<i>KSF</i>	<i>KSF</i>	<i>KSF</i>
Base	2017	5,715	817	271	2,305	93
Year 1	2018	5,890	842	281	2,388	97
Year 2	2019	6,064	868	291	2,475	100
Year 3	2020	6,239	893	301	2,564	104
Year 4	2021	6,414	918	312	2,657	108
Year 5	2022	6,589	943	326	2,773	112
Year 6	2023	6,764	968	340	2,893	117
Year 7	2024	6,939	993	355	3,019	122
Year 8	2025	7,114	1,018	370	3,150	128
Year 9	2026	7,289	1,043	386	3,287	133
Year 10	2027	7,464	1,068	403	3,429	139
<i>Ten-Yr Increase</i>		1,750	250	132	1,124	46
<i>10-year projected revenue</i>		\$1,318,665	\$140,173	\$193,398	\$643,753	\$13,295
Projected Revenue =>						\$2,290,092

Water Facilities

The graphic features a dark blue background at the top. A white curved line starts from the left edge and curves upwards towards the right. Below this line is a large green area that also curves upwards from left to right, creating a shape reminiscent of a water drop or a stylized landscape. The bottom edge of the green area is a straight horizontal line.

Methodology and Components

- Plan-based approach
- Florence utility service area
- Components
 - » Transmission
 - » Storage
 - » Supply



Water IIP

Description	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
Centennial Park Road 8" Loop		\$80,000	\$145,000				\$225,000
Adamsville Rd water line (12 inch)						\$250,000	\$250,000
Water line infrastructure to serve North Florence (16 inch)			\$1,000,000				\$1,000,000
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$1,475,000

Ten-Year Increase in Gallons of Peak Demand per Day => 1,241,411

Cost per Gallon of Demand => \$1.19

Description	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
North Florence Storage Tank			\$1,250,000				\$1,250,000
Total	\$0	\$0	\$1,250,000	\$0	\$0	\$0	\$1,250,000

Gallons of Capacity per Day => 1,000,000

Cost per Gallon of Capacity => \$1.25

Description	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
Future Wells (1000 gallons a minute)			\$1,250,000			\$1,500,000	\$2,750,000
Total	\$0	\$0	\$1,250,000	\$0	\$0	\$1,500,000	\$2,750,000

Gallons of Capacity per Day => 1,440,000

Cost per Gallon of Capacity => \$1.91

Proposed Water Development Fee

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

All Development (per meter)

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

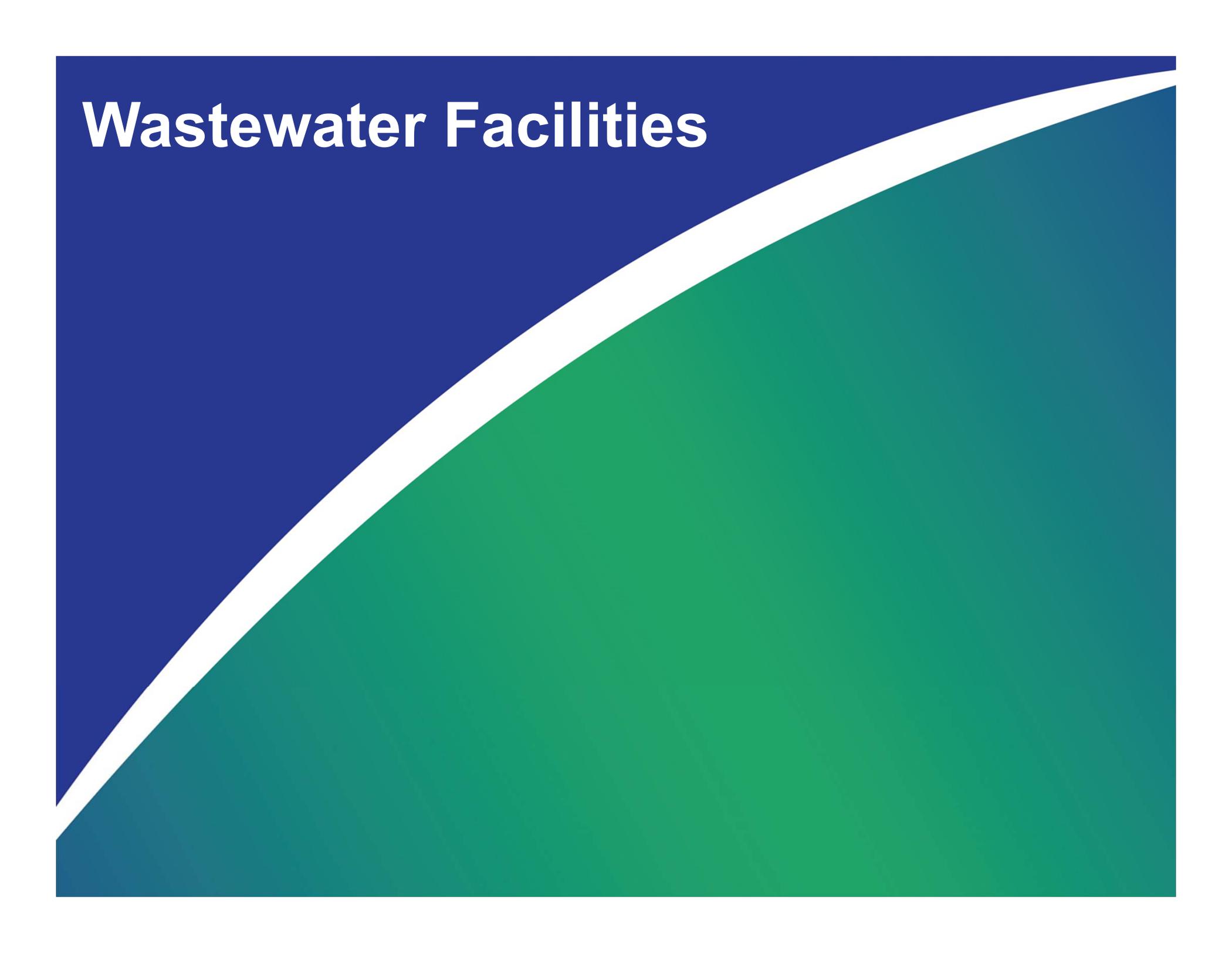
Proposed Water Development Fee Revenue

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

Water Development Impact Fee Revenue

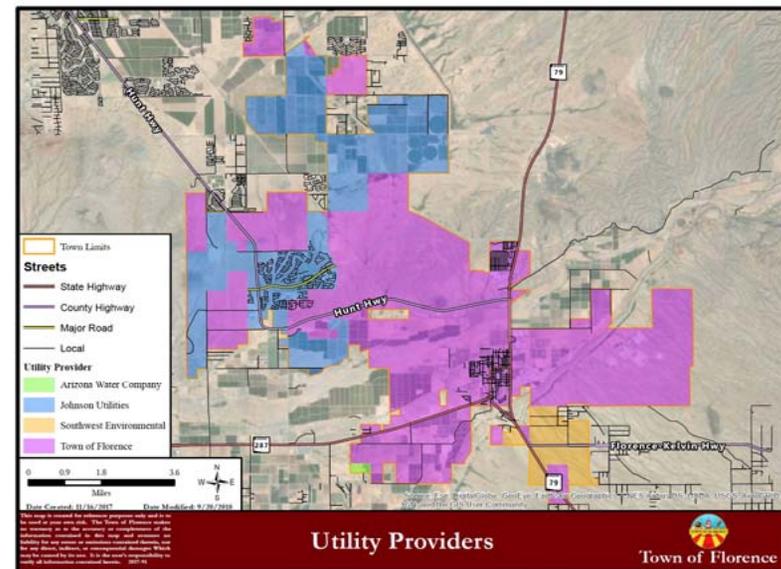
		Residential	Nonresidential
		\$1,597	\$17,037
		per Unit	per Connection
Year		Connections	Connections
Base	2017	3,106	267
Year 1	2018	3,179	277
Year 2	2019	3,251	287
Year 3	2020	3,322	297
Year 4	2021	3,394	308
Year 5	2022	3,465	321
Year 6	2023	3,537	335
Year 7	2024	3,608	350
Year 8	2025	3,680	365
Year 9	2026	3,751	381
Year 10	2027	3,823	397
<i>Ten-Yr Increase</i>		717	130
<i>10-year projected revenue</i>		\$2,347,503	\$2,218,505
Projected Revenue		\$4,566,008	

Wastewater Facilities

The image features a dark blue background. In the upper left corner, the text "Wastewater Facilities" is written in a bold, white, sans-serif font. A thick white curved line starts from the bottom left and arcs towards the top right. Below this line is a large area with a green-to-teal gradient, which is darker at the bottom and lighter at the top.

Methodology and Components

- Plan-based approach
- Florence utility service area
- Credit for future debt service
- Components
 - » Collection system
 - » Wastewater treatment



Wastewater IIP

Description	Prior Years	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
West Main extension Adamsville to Dobson Property (36 inch)							\$600,000	\$600,000
South Sewer Main Extensions 287/SR79 (12 inch)							\$1,000,000	\$1,000,000
Lift Station at Hunt Highway & SR79				\$40,000	\$330,000			\$370,000
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,970,000

Ten-Year Increase in Gallons of Peak Demand per Day => 931,058

Cost per Gallon of Demand => **\$2.12**

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

Gallons of Capacity per Day => 1,500,000

Cost per Gallon of Capacity => **\$16.09**

Proposed Wastewater Development Fee

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

All Development (per meter)

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

Proposed Wastewater Development Fee Revenue

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

Wastewater Development Impact Fee Revenue

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

Street Facilities

The image consists of a dark blue rectangular area at the top. A white curved line starts from the left edge and curves upwards and to the right, separating the dark blue area from a larger teal area below. The teal area has a vertical gradient, being a darker shade at the bottom and a lighter shade at the top. The text "Street Facilities" is written in white, bold, sans-serif font in the upper left corner of the dark blue area.



Methodology and Components

- Hybrid consumption/plan-based approach
- Townwide service area
- Components
 - » Arterial road capacity

Road IIP

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

Source: Town of Florence.

These are potential projects for which to use the development fees. Also used to derive weighted average cost per lane mile for the fee calculation.

Proposed Development Fee

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

Residential (per unit)

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

Nonresidential (per square foot)

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

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

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

Proposed Streets Development Fee Revenue

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

Streets Impact Fee Revenue

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

Proposed vs. Existing Fees

Residential (per unit)

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

Nonresidential (per 1,000 square feet)

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

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

Fee Comparison for SF Units

Single-Family Fees per Unit									
<i>Jurisdiction</i>	<i>Total</i>	<i>Parks</i>	<i>Police</i>	<i>Fire</i>	<i>Streets</i>	<i>Water</i>	<i>Sewer</i>	<i>Gen. Govt.</i>	<i>Library</i>
Gilbert	\$16,374	\$4,081	\$2,469	\$0	\$450	\$6,286	\$1,933	\$1,155	\$0
Casa Grande*	\$9,941	\$1,153	\$179	\$589	\$3,230	\$0	\$4,557	\$233	\$0
Queen Creek	\$15,890	\$3,681	\$167	\$490	\$1,263	\$4,014	\$5,082	\$470	\$723
Avondale*	\$16,888	\$1,497	\$832	\$775	\$3,171	\$4,495	\$5,999	\$0	\$119
Florence*	\$9,598	\$2,175	\$754	\$955	\$2,250	\$1,065	\$2,400	\$0	\$0
Goodyear*	\$18,037	\$2,255	\$820	\$971	\$3,330	\$7,843	\$2,818	\$0	\$0
Glendale*	\$10,154	\$1,181	\$600	\$631	\$3,928	\$2,126	\$1,493	\$0	\$195
Pinal County-North Central	\$9,214	\$536	\$700	\$0	\$7,978	\$0	\$0	\$0	\$0
Pinal County-West	\$2,592	\$536	\$544	\$0	\$1,512	\$0	\$0	\$0	\$0
Pinal County-East	\$3,511	\$536	\$544	\$0	\$2,431	\$0	\$0	\$0	\$0
Pinal County-South Central	\$3,703	\$536	\$544	\$0	\$2,623	\$0	\$0	\$0	\$0

*Proposed

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: January 7, 2019 DEPARTMENT: Administration STAFF PRESENTER: Benjamin Bitter, Assistant to the Town Manager/Public Information Officer SUBJECT: Supporting the renaming of portions of US-60 in Pinal and Gila Counties as “The Governor Rose Mofford Memorial Highway”		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Staff recommends that the Mayor and Town Council support the renaming of portions of US-60 in Pinal and Gila Counties as “The Governor Rose Mofford Memorial Highway.”

BACKGROUND/DISCUSSION:

The Arizona State Board on Geographic and Historic Names (Board) has statutory responsibility for determining the most appropriate names for places in Arizona.

Arizona's geographic names reflect its colorful history, culture and diversity. These names can show reverence and awe, realism and grit, whimsy and humor. Geographic names are part of the State's historical record.

The Board was created in 1982 and is responsible for determining the most appropriate names for geographic features in Arizona.

Arizona Revised Statutes, Title 41, Chapter 4.1, Article 3 (ARS §41-835 through §41-838) establishes the State Board on Geographic and Historic Names.

The significance of geographic names was recognized by the State in 1945, when Arizona's Legislature declared it to be the policy of the state that geographic features retain the names they currently had in order to preserve Arizona's historical records. In 1982, the Board was created, and in 1990, the Arizona Legislature gave responsibility for determining the most appropriate names for geographic features to the Board.

Recently, the Board contacted the Town of Florence to review the Docket Review List and provide the Florence Town Council's recommendation on Docket 2018-03 Governor Rose Mofford Memorial Highway.

Rose Mofford was born in Globe, Arizona in 1922. She held many statewide appointed and elected offices, including becoming Arizona's first female Secretary of State and first female Governor. She was widely renowned for her bipartisanship, and commitment to the State. She died in 2016.

In regard to the highway naming, this section of US-60 was selected because Governor Mofford regularly traveled this route from her hometown of Globe to her office at the State Capitol.

A VOTE OF NO WOULD MEAN:

The Town would not provide comment to the State on the issue.

A VOTE OF YES WOULD MEAN:

The Town would support the State's efforts to designate portions of US-60 as "The Rose Mofford Memorial Highway."

FINANCIAL IMPACT:

There is no financial impact to the Town, regardless of the option chosen.

ATTACHMENTS:

Docket Review List



ARIZONA STATE BOARD ON GEOGRAPHIC AND HISTORIC NAMES

State Capitol
1700 W. Washington
7th Floor
Phoenix, Arizona 85007

Chair: Dennis Preisler
Phone: (602) 926-3870
Fax: (602) 256-7982
Email: aznames@azlibrary.gov

Website: <https://azlibrary.gov/about/boards-and-commissions/arizona-state-board-geographic-and-historic-names>

Docket Review List For January 22, 2019 Regular Meeting

The following dockets are available for review for the January 22, 2019 Regular Meeting of the Arizona State Board on Geographic Names.

The Board welcomes all input. Please feel free to circulate this list to any other interested parties.

Recommendations will be accepted until the day before the meeting, but to ensure timely preparation, please submit any recommendations by January 15, 2019.

An optional recommendation form is available on the ASBGHN website.

Please note that the U.S. Board on Geographic Names will also contact each Tribal Government and Tribal Historic Preservation Officer regarding the dockets for geographic features, potentially several months after the ASBGHN meeting in which they are considered.

Topographic maps with the features are available from the United States Geological Survey.

- National Map Viewer (current maps): <https://viewer.nationalmap.gov/advanced-viewer/>
- TopoView (historic maps): <https://ngmdb.usgs.gov/topoview/>

Mile posts come from the Arizona Department of Transportation State Highway System app:
<https://www.azdot.gov/maps/geographic-and-functional-maps>

Quoted text is taken directly from the original application.

Please return recommendations (email or post) to:

Ryan Ehrfurth
Research Support, Arizona State Board on Geographic Names
1919 W Jefferson St.
Phoenix, AZ 85007
rehrfurth@azlibrary.gov

Dockets

2018-02 Veterans' Bridge

Applicant: Senator Rick Gray. Arizona State Senate, District 21

Proposal Type: New Name

Feature Description: Artificial Bridge

This bridge is an overpass crossing U.S. 60/Grand Avenue at the Bell Road intersection in Surprise, Arizona.

Feature Location: Maricopa County

- City of Surprise. Intersection of Bell Road and Grand Avenue.
- Geographic Coordinates: 33° 38' 19.15" -112° 21' 00.98"
- USGS 7.5'/1:24,000 Topographic Map: Calderwood Butte



Purpose and Meaning of Proposed Name:

“A veteran in my district has asked to have the new Bell Road bridge over Grand Avenue named Veterans' Bridge. We have a lot of military service members in our area, both currently serving and retired so I thought the request was appropriate.

Luke Air Force Base is in our area, and, as stated before, we have many veterans in our area as well as those currently serving and this name would honor both.”

2018-03 Governor Rose Mofford Memorial Highway

Applicant: Roberto Reveles. Public member

Proposal Type: New Name

Feature Description: Road- Highway. U.S. Route 60

Feature Location: Pinal County; Gila County

- Portions of U.S. 60 within Arizona, from Globe to Apache Junction
- Mileposts
 - MP 250 to MP 240.5, then resuming MP 214.5 to MP 200.
 - MP 240.5 to MP 214.5 is designated as the Gila-Pinal Scenic Road.
- USGS 7.5’/1:24,000 Topographic Maps
 - Phoenix, Tempe, Mesa, Buckhorn, Apache Junction Goldfield, Superstition Mountains SW, Florence Junction, Picketpost Mountain, Superior, Pinal Ranch, Inspiration, Globe



Purpose and Meaning of Proposed Name:

“The proposed name memorializes former Governor Rose Mofford who regularly traveled this section of U.S. 60 from her hometown of Globe to her office at the State Capitol.

The designated portions of US. 60 are the section of highway used regularly by Rose Mofford during the span of 50 years during which she served both as a civil servant and an elected state official.

Memorializing this abbreviated section of U.S. 60 honors Rose Mofford's unique place in Arizona history as the first woman to serve as Arizona's governor. This designation is in accord with this Board's policies that seek to avoid confusion and contradiction by establishing one name for this particular segment of U.S. 60. Rose Mofford's name is well known, represents appropriateness and acceptability. This name is indisputably a fitting tribute to the first woman Governor of Arizona.”

2018-04 Navajo Code Talker Highway

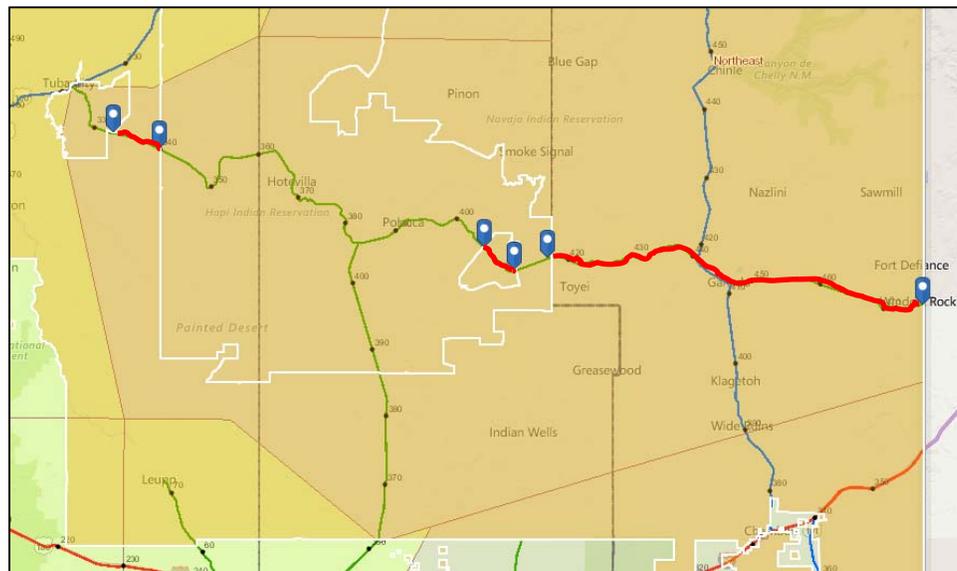
Applicant: Senator Jamescita Peshlakai. Arizona State Senate, District 7

Proposal Type: New Name

Feature Description: Road- Highway. State Route 264

Feature Location: Apache County; Coconino County; Navajo County

- The portion of State Highway 264 that falls under the jurisdiction of the Navajo Nation Division of Transportation.
- Mileposts (approximate)
 - MP 333.3 MP 340.25
 - MP 406 to MP 412
 - MP 417.5 to MP 476
- USGS 7.5'/1:24,000 Topographic Maps:
 - Zith-Tusyan Butte 4 NE, Zith-Tusyan Butte 4 NW, Zith-Tusyan Butte 3 NE, Zith-Tusyan Butte 3 NW, Ganado, Ganado Mesa, Ganado Mesa SW, Steamboat Rock, Steamboat Canyon, Toyei School, Big Willow Spring Canyon, Lamb Well, Tsin Naan Tee, Jeddito Spring, Keams Canyon, Sun Altar, Polacca, Shungopavi, Kyotsmovi, Hotevilla, Howell Mesa, Coal Mine Mesa, Appaloosa Ridge, Tuba City SE, Moenkopi



Purpose and Meaning of Proposed Name:

“The name would honor Arizona's Navajo Code Talkers who served in the Pacific theater of World War II.”

See Senate Concurrent Memorial 1014.

- <https://legiscan.com/AZ/text/SCM1014/2018>

2018-05 Hopi Code Talker Highway

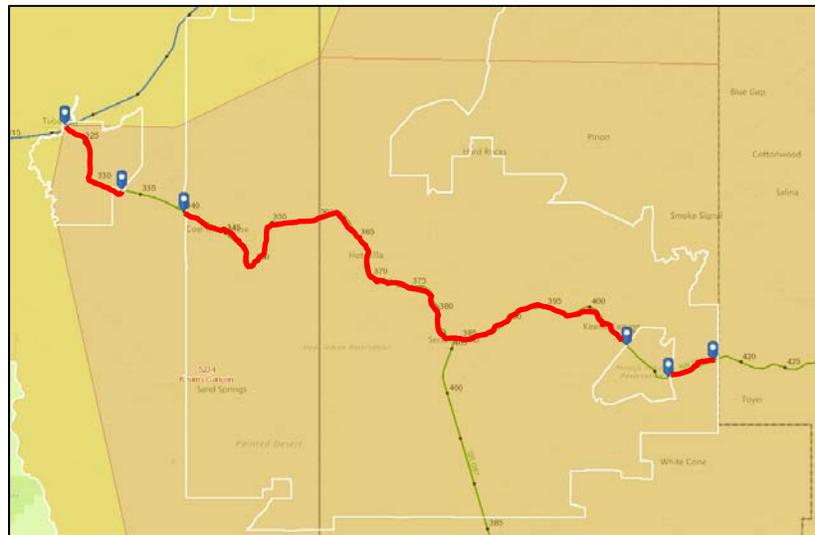
Applicant: Senator Jamescita Peshlakai, Arizona State Senate, District 7

Proposal Type: New Name

Feature Description: Road- Highway. State Route 264.

Feature Location: Apache County; Coconino County; Navajo County

- The portion of State Highway 264 that falls under the jurisdiction of the Hopi Department of Transportation.
- Mileposts (approximate)
 - MP 322 to MP 333.3
 - MP 340.25 to MP 406
 - MP 412 to 417.5
- USGS 7.5'/1:24,000 Topographic Maps
 - Zith-Tusyan Butte 4 NE, Zith-Tusyan Butte 4 NW, Zith-Tusyan Butte 3 NE, Zith-Tusyan Butte 3 NW, Ganado, Ganado Mesa, Ganado Mesa SW, Steamboat Rock, Steamboat Canyon, Toyei School, Big Willow Spring Canyon, Lamb Well, Tsin Naan Tee, Jeddito Spring, Keams Canyon, Sun Altar, Polacca, Shungopavi, Kyotsmovi, Hotevilla, Howell Mesa, Coal Mine Mesa, Appaloosa Ridge, Tuba City SE, Moenkopi



Purpose and Meaning of Proposed Name:

“The name would honor Arizona's Hopi Code Talkers who served in the Pacific theater of World War II.”

See Senate Concurrent Memorial 1014.

- <https://legiscan.com/AZ/text/SCM1014/2018>

2018-06 Native American Veterans Highway

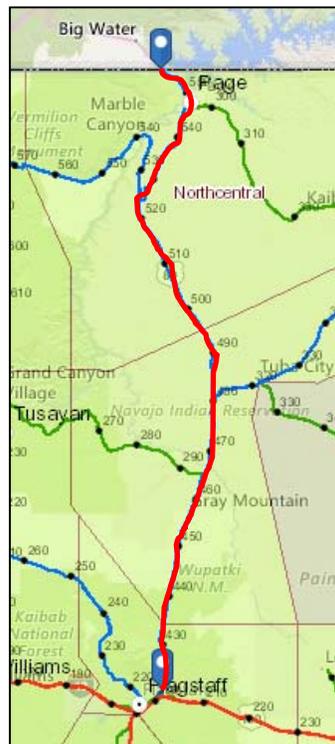
Applicant: Senator Jamescita Peshlakai, Arizona State Senate, District 7

Proposal Type: New Name

Feature Description: Road- Highway. U.S. Route 89

Feature Location: Coconino County

- The portion of United States Route 89 that is located between the Utah state line and Flagstaff.
- Mileposts 556.99 to 418.59 (ending at the junction with designated Historic Route 66)
- USGS 7.5'/1:24,000 Topographic Maps
 - Flagstaff East, Sunset Crater West, O'Leary Peak, East of SP Mountain, Campbell Francis Wash, Gray Mountain, Cameron SW, Cameron North, Moa Ave SW, Moa Ave NW, The Gap SW, Shinumo Altar SE, Shinumo Altar NE, Cedar Hill Trees, Tanner Well, Bitter Springs, Tanner Wash NE, Lees Ferry SE, Page Lees Feery NE.



Purpose and Meaning of Proposed Name:

“The name would honor Arizona's Native American veterans who have served in the U.S. Armed Forces.”

See Senate Concurrent Memorial 1013.

- <https://legiscan.com/AZ/text/SCM1013/2018>

2018-07 Native American Women Veterans Highway

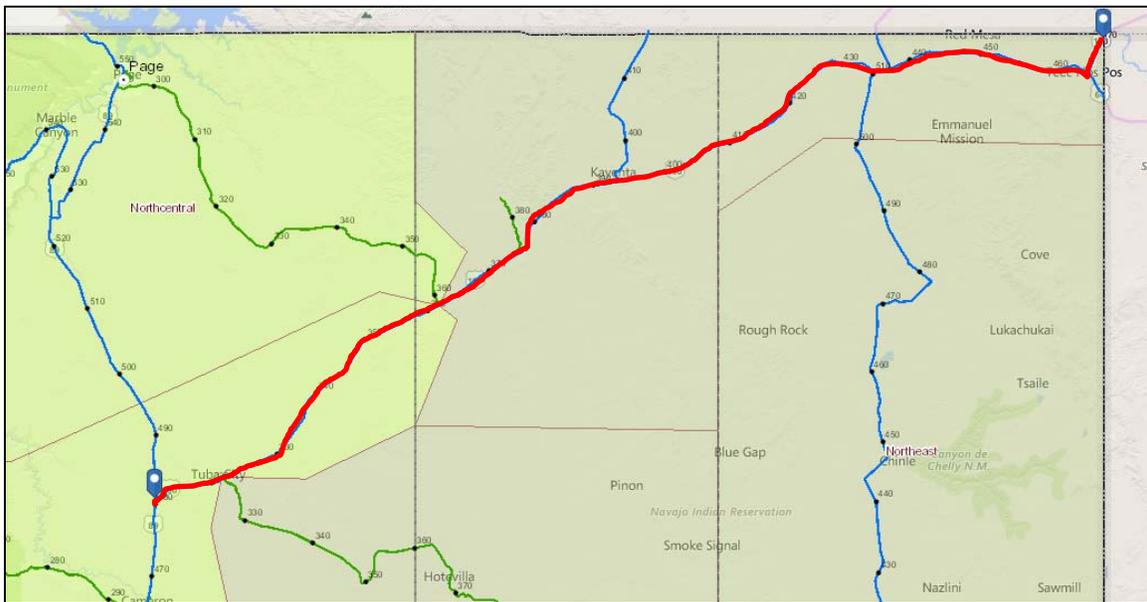
Applicant: Senator Jamescita Peshlakai, Arizona State Senate, District 7

Proposal Type: New Name

Feature Description: Road- Highway. U.S. Route 160

Feature Location: Apache County; Coconino County; Navajo County

- The portion of United States Route 160 that is located between the New Mexico state line and the junction of United States Route 89.
- Mileposts: MP 470 to MP 311
- USGS 7.5'/1:24,000 Topographic Maps
 - Pastora Peak NE, Pastora Peak NW, Dinne Mesa NE, Dinne Mesa NW, Walter Creek Reservoir, Mexican Water, Setsiltso Springs 2 NE, Setsiltso Springs 2 SE, Setsiltso Springs 2 SW, Agathla Peak 1 SE, Church Rock, Kayenta East, Kayenta West, Marsh Pass, Long House Valley, Shonto SE, Black Mesa NE, Black Mesa NW, Cow Springs, White Mesa Arch, Tonalea, Gopher Spring, Tuba City NE, Tuba City, Moenkopi, Moenave SE, Moa Ave SW.



Purpose and Meaning of Proposed Name:

“The name would honor the continuing service and sacrifice of Arizona's Native American women in the United States Armed Forces.”

See Senate Concurrent Memorial 1015.

- <https://legiscan.com/AZ/text/SCM1015/2018>

2018-08 Wildcat Wash

Applicant: Richard Olsen. New River Elementary School

Proposal Type: New Name

Feature Description: Wash

Feature Location: Maricopa County

- Geographic Coordinates:
 - 33° 56' 20.4" -112° 9' 7.2" (head- northwest end)
 - 33° 55' 32.5668" -112° 8' 22.3794" (mouth- southeast end)
- USGS 7.5'/1:24,000 Topographic Map: New River



Purpose and Meaning of Proposed Name:

“The students at New River Elementary School call themselves the Wildcats. (See: <https://www.dvusd.org/newriver>) This wash bisects school property. A pedestrian bridge goes over the wash to allow students to cross from the main campus to the grassy field and playground area to the north. The students chose this name for the wash in a process mediated by school staff.

New River Elementary School has been located at this site since 1962. The wash runs across school property. The school mascot is a Wildcat. The students call themselves the Wildcats. Wildcats (bobcats) are an indigenous species and have been seen around the school. For more information about the school and its history, see: <https://www.dvusd.org/domain/644>.

This wash is a prominent feature on the school campus. Having it easily identified will help in notifying authorities of events related to the wash such as obstructions, flooding, removal of animals, etc. The students will feel a sense of accomplishment that they named a feature of the land. It will perhaps spur them to become more interested in geography, maps, floodplain management, or citizen engagement in government.”

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7b.
MEETING DATE: January 7, 2019 DEPARTMENT: Fire Department STAFF PRESENTER: David Strayer, Fire Chief SUBJECT: Self-Contained Breathing Apparatus Compressor for Fire Station 542		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <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 checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approve the purchase and installation of a self-contained breathing apparatus (SCBA) compressor for Fire Station 542, from United Fire Equipment Company, in an amount not to exceed \$49,000.

BACKGROUND/DISCUSSION:

The Town of Florence Fire Department, in order to provide fire suppression services for the community, is required maintain the proper level of personal protective equipment including SCBA's for respiratory protection necessary for entering smoke-filled and/or other dangerous environments. The purchase of the SBCA compressor will equip Fire Station 542 with the same capability to fill and maintain SCBA bottles as Fire Station 541. This purchase will provide the necessary redundancy for maintaining this capability at all times. Currently, crews from Fire Station 542 must go the Fire Station 541 to fill SCBA bottles, negatively impacting emergency response coverage and service delivery.

A VOTE OF NO WOULD MEAN:

The Fire Department would not have the same level of SCBA filling capability at both fire stations and would not have redundancy when compressor maintenance or other occurrences impact the availability of the only SCBA compressor in the Town of Florence. Crews from Fire Station 542 will have to go to Fire Station 541 to fill SCBA bottles, negatively impacting emergency response coverage and service delivery.

A VOTE OF YES WOULD MEAN:

The Fire Department would have the same level of SCBA filling capability at both fire stations and would have redundancy when compressor maintenance or other occurrences impact the availability of the only SCBA compressor in the Town of Florence. Crews from Fire Station 542 will no longer have to go to Fire Station 541 to fill SCBA bottles, improving emergency response coverage and service delivery.

FINANCIAL IMPACT:

Money will be utilized from three separate, approved CIP accounts, to cover the cost of this purchase: 011-515-506, 011-515-335, 011-515-505.

ATTACHMENTS:

Copy of bid tabulation sheet
Copy of quote without options
Copy of quote with options

**Town of Florence
Bid Tabulation Sheet**

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

Date Prepared: December 13, 2018

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

Prepared By: Maria Hernandez, Deputy Town Clerk



Formal Sealed Bid: # Compressor/Cascade

Bid Due Date: December 13, 2018

Bid Due Time: 3:30 pm

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	Cost Summary	Meets Specifications	Total Cost	Date of Delivery	Proposal Signature	Comments
1 United Fire Equipment Company 335 N. 4th Avenue Tucson AZ 85705	YES	YES	\$ 42,803.74	6 Weeks ARO	YES	
PH #						
2						
PH #						

Attach additional page(s), if necessary

Vendor Selected _____

Address _____

Justification (if not lowest price) _____

Department Head Approval _____

Date: _____

Finance Director Approval _____

Date: _____

Town Manager Approval _____

Date: _____

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



UNITED FIRE

Life Safety is Serious Work®

Request for Bid: Compressor / Cascade

Town of Florence
ATTN: Office of the Town Clerk
775 N. Main Street
Florence, AZ 85132

Offered by:

Scott Krueger (520)306-1913

United Fire Equipment Company

Town of Florence, Arizona

REQUEST FOR BIDS

It is the intent of the Town of Florence to purchase **one (1) Compressor/Cascade Fill Containment System 6000 psi**. Sealed informal competitive bids shall be mailed and received by, or hand delivered, to the address below no later than **3:30 PM (Arizona Time)**, on **December 13, 2018**. Electronic or faxed bids will not be accepted. Late proposals will not be considered. The proposals will be publicly opened and read aloud thereafter in the Administration Conference room at Town Hall, at 775 N. Main Street, Florence AZ 85132.

Submit the **Cost Summary** form and the **Proposal Signature** form in a sealed envelope. The words "**Request for Bid: Compressor/Cascade**" must be written on the envelope.

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

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

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

Questions regarding the technical aspects of this request should be directed to Jake Sample 520-868-7523.

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

Town of Florence, Arizona

COST SUMMARY

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

Vendor Name: United Fire Equipment Co **Phone No.:** (520)622-3639

Year, Make, & Model: 2018 Bauer Vertecon

MINIMUM SPECIFICATIONS	MEETS MINIMUM SPECIFICATIONS
One (1) New Compressor/Cascade Fill Containment System 6000 psi SCBA filling	YES NO
21 CFM 4-stage, single phase 6,000psi compressor	23,965.00
Two Position Containment Fill Station	7,625.00
4-cylinder Cascade 6000 10yr Hydro	4,000.00
All parts and labor necessary to install the system at Fire Station 542	1,722.00
SUB – TOTAL AMOUNT	\$ 37,312.00
OTHER COSTS	
	\$ 2,350.00
SALES TAX	\$ 3,141.74
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ 42,803.74

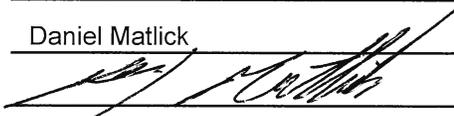
Date of Delivery: 6 weeks ARO (Note: Delivery Date may be a factor in informal bid award)

Town of Florence, Arizona

PROPOSAL SIGNATURE

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

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

Company Submitting Proposal: United Fire Equipment Company
Address of Company: 335 N. 4th Avenue, Tucson AZ 85705
Authorized Individual Name: Daniel Matlick
Signature of Authorized Individual: 
Phone and Email of Individual: (520)622-3639 x110 / sales@ufec.com

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

The offer is hereby accepted:

Tara Walter, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

Date

Date

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

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

35 N. Fourth Avenue, Tucson, AZ 85705
 t. 800.362.0150 f. 800.882.3991

Number UFEQ26274

Date Dec 12, 2018

Dept 110

Sold To

Florence Fire Department
 Jake Sample
 Request for Bid: Compressor/Cascade
 775 N. Main Street
 P O Box 2670
 Florence, AZ 85132

Ship To

Florence Fire Department
 Jake Sample
 2035 N Hunt Hwy
 Station 2
 Florence, AZ 85132

Your Sales Rep



Scott Krueger
 (520) 306-1913
 scottk@ufec.com

Scott Krueger

ACC # FLO025
Phone (520)868-7523
Fax

LID #
Phone (520)868-7523
Fax

Offer Prepared By: Bob Begany

Here is the RFP you requested.

Terms	Tx Code	Due	P.O. #	Ship Via	FOB	N-SO#	N-INV#	Pay Method	Check#
NET 30	TUCSON	12/14/2018		Best	Destinati				

Qty	Part Number	Description	Unit Price	Ext. Price
-----	-------------	-------------	------------	------------

> Request for Bid: Compressor/Cascade

Attn: Joe Jarvis Finance Director
 Due: December 13, 2018 @ 3:30 PM

1	BAULEGACY18/E3	Bauer Vertecon Compressor (Option 1) * 18 scfm, 4 STG, 6,000 psig service * 15 hp 208 volt/3-phase * P5 purification, 90,000 ft3 processed * Emergency stop push button * .049 wall thickness stainless steel tubing throughout, no cheap plastic tubing * Rugged powder coat finish * Automatic condensate drain system	\$23,965.00	\$23,965.00
---	----------------	---	-------------	-------------

DIMENSIONS L X W X H [inches] 54" x 34" x 63"
 WEIGHT 960 pounds



0	BAUVEC25-E3	Bauer Vertecon BAC (Option 2) ^ Alternate option, same as above unit except * 25.2 cfm / 20 hp / 208 volt/3-phase * Weight 1,061 pounds (Optional)	\$35,765.00	\$0.00
1	FRT	Freight & Handling	\$1,250.00	\$1,250.00
SubTotal				\$25,215.00

Terms & Conditions of Sale: Prices quoted are firm for thirty (30) days unless otherwise noted. When you accept a quote it is our indication that you have selected any required changes, carefully reviewed all part numbers, descriptions, unit quantities, taxes, shipping, and handling charges. A 50% deposit is required on all engineered projects and orders for non-stock items without approved payment terms. United Fire accepts all major credit cards, cash, business checks, and EFT's. Automatic monthly and quarterly credit card billing options are offered for inspection and maintenance packaged services. We hope you use our products safely. In the event that an item needs to be replaced or returned we will attempt to make reasonable accommodations. In accordance with United Fire's return policy, a re-stocking fee may be applied at the time of a return. There is a \$35.00 fee for cancelling scheduled services within 24 Hours of a set appointment. The order process begins when you sign and accept the quote and make any required incremental payments. Orders do not ship until a full payment has been authorized via approved purchase order or credit card. There is a 1.5% per month late charge on all past due invoices. **LIMITATION OF LIABILITY:** The Seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed One Thousand Dollars (\$1000.00) and buyer's remedy or damages shall be limited to, the return of the purchase price paid. Under no circumstances shall seller be liable for consequential or special damages.

Qty	Part Number	Description	Unit Price	Ext. Price
-----	-------------	-------------	------------	------------

> Start-Up / Technician

1	ICOMPRESSOR	Compressor Start Up, Warranty Registration & Training in the proper operation of the Breathing Air System. Performed by Bauer factory trained technician.	\$1,200.00	\$1,200.00
---	-------------	---	------------	------------

0	BAULEGACY-CO-RETRO	CO Monitor retro fit (Field install only) (Optional)	\$2,825.00	\$0.00
---	--------------------	--	------------	--------



0	SRVCOMP	Compressor Service ^ Req'd 2 addtl hrs labor CO Monitor ^ Labor rate is \$120/hr (Optional)	\$120.00	\$0.00
---	---------	--	----------	--------

SubTotal \$1,200.00

> Fill Station

1	BAULEGACY-2	Containment Fill Station, 2 position - Four bank cascade fill control panel - Single Function top mount (SFTM) / Cascade panel	\$7,625.00	\$7,625.00
---	-------------	--	------------	------------

Equipped with inlet pressure gauge, adjustable regulator, regulated pressure gauge, fill control valve and fill pressure gauges.

DIMENSIONS L X W X H [inches] 30" x 21" x 53"
WEIGHT 670 pounds



1	RLEAC80049-10	Air Line 10ft High Pressure	\$80.00	\$80.00
---	---------------	-----------------------------	---------	---------

1	FRT	Freight & Handling	\$750.00	\$750.00
---	-----	--------------------	----------	----------

SubTotal \$8,455.00

Terms & Conditions of Sale: Prices quoted are firm for thirty (30) days unless otherwise noted. When you accept a quote it is our indication that you have selected any required charges, carefully reviewed all part numbers, descriptions, unit quantities, taxes, shipping, and handling charges. A 30% deposit is required on all engineered projects and orders for non-stock items without approved payment terms. United Fire accepts all major credit cards, cash, business checks, and EFT's. Automatic monthly and quarterly credit card billing options are offered for inspection and maintenance packaged services. We hope you use our products safely. In the event that an item needs to be replaced or returned we will attempt to make reasonable accommodations. In accordance with United Fire's return policy, a re-stocking fee may be applied at the time of a return. There is a \$35.00 fee for cancelling scheduled services within 24 Hours of a set appointment. The order process begins when you sign and accept the quote and make any required incremental payments. Orders do not ship until a full payment has been authorized via approved purchase order or credit card. There is a 1.5% per month late charge on all past due invoices. **LIMITATION OF LIABILITY:** The Seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed One Thousand Dollars (\$1000.00) and buyer's remedy or damages shall be limited to, the return of the purchase price paid. Under no circumstances shall seller be liable for consequential or special damages.

Qty	Part Number	Description	Unit Price	Ext. Price
-----	-------------	-------------	------------	------------

> Storage Cylinders & Optional Items

4	RLEAC40060	6000 PSIG, ISO Storage Cylinders, 510 cu. ft., CGA 702 Valve	\$1,000.00	\$4,000.00
4	RLEAC80049-6	Air Line 6ft High Pressure	\$60.00	\$240.00
4	RLEAC10034	Nut/Nipple 7500 702 BR	\$13.00	\$52.00
1	MISC	Fittings to connect cylinders, fill station and compressor	\$150.00	\$150.00
0	RLEAC99052	Label, DOT Breathing (Optional)	\$2.50	\$0.00
0	RLEAC99074	Placard, Cylinder Retest NFPA 1901	\$42.00	\$0.00

* NOTE: This Placard is required by NFPA 1901, on fire trucks carrying ISO/UN/DOT air storage cylinders. This is recommended for any permanent stationary installation of ISO/UN/DOT cylinders! Who looks at the shoulder of your air storage cylinders, anyway? (Optional)



0	RLEAC99092-1	Tag, Placard Retest Orange	\$5.00	\$0.00
0	RLEAC40066N	Collar, Crash, UN/ISO (protects the cylinder valve) (Optional)	\$37.00	\$0.00

* NOTE: Plastic tags, with adhesive backs and white on orange letters, are applied to the placard to provide the retest date. Two require for original mfg and retest dates. (Optional)



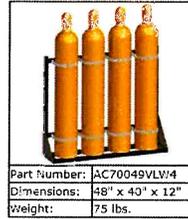
1	FRT	Freight & Handling	\$350.00	\$350.00
SubTotal				\$4,792.00

Terms & Conditions of Sale: Prices quoted are firm for thirty (30) days unless otherwise noted. When you accept a quote it is our indication that you have selected any required options, carefully reviewed all part numbers, descriptions, unit quantities, taxes, shipping, and handling charges. A 50% deposit is required on all engineered projects and orders for non-stock items without approved payment terms. United Fire accepts all major credit cards, cash, business checks, and EFT's. Automatic monthly and quarterly credit card billing options are offered for inspection and maintenance packaged services. We hope you use our products safely. In the event that an item needs to be replaced or returned we will attempt to make reasonable accommodations. In accordance with United Fire's return policy, a re-stocking fee may be applied at the time of a return. There is a \$35.00 fee for cancelling scheduled services within 24 Hours of a set appointment. The order process begins when you sign and accept the quote and make any required incremental payments. Orders do not ship until a full payment has been authorized via approved purchase order or credit card. There is a 1.5% per month late charge on all past due invoices. LIMITATION OF LIABILITY: The Seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed One Thousand Dollars (\$1000.00) and buyer's remedy or damages shall be limited to the return of the purchase price paid. Under no circumstances shall seller be liable for consequential or special damages.

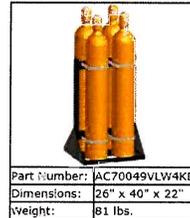
Qty	Part Number	Description	Unit Price	Ext. Price
-----	-------------	-------------	------------	------------

> **Optional Racks for cylinders**

0	RLEAC70049VLW4	Vertical Lightweight Rack holds 4 Cyl, 4W X 1D (Cylinders shown in photo are sold separately) (Optional)	\$750.00	\$0.00
---	----------------	--	----------	--------



0	RLEAC70049VLW4KD	Vertical Lightweight Rack holds 4 Cyl, 2W X 2D (Cylinders shown in photo are sold separately) (Optional)	\$775.00	\$0.00
---	------------------	--	----------	--------



0	FRT	Freight & Handling - If (1) of the above vertical racks are selected then you MUST ADD this line. Otherwise it does not apply. (Optional)	\$250.00	\$0.00
---	-----	---	----------	--------

SubTotal \$0.00

NOTES >

[NOTE A:] *Customer Responsibilities:*

- 1) Removal of shipping containers from freight delivery vehicle
- 2) Placement of Equipment
- 3) Proper Electrical hook up, (by certified electrician), to compressor before start up
- 4) The unit must NOT be started prior to the installion process. Prior start-up not performed by a certified Bauer technician & inspection will result in voiding the warranty.

[NOTE B:] *Electric Requirements / Specs*

Voltages and Frequencies requirements must be specified at the time an order is placed. If you have specific requirements they must be confirmed with Bauer prior to the order being place.

*The unit(s) being proposed is:
"E3" = Three phase electric, 208 VAC/60 Hz
Please confirm/verify before time of order*

Terms & Conditions of Sale: Prices quoted are firm for thirty (30) days unless otherwise noted. When you accept a quote it is our indication that you have selected any required charges, carefully reviewed all part numbers, descriptions, unit quantities, taxes, shipping, and handling charges. A 50% deposit is required on all engineered projects and orders for non-stock items without approved payment terms. United Fire accepts all major credit cards, cash, business checks, and EFT's. Automatic monthly and quarterly credit card billing options are offered for inspection and maintenance packaged services. We hope you use our products safely. In the event that an item needs to be replaced or returned we will attempt to make reasonable accommodations. In accordance with United Fire's return policy, a re-stocking fee may be applied at the time of a return. There is a \$35.00 fee for cancelling scheduled services within 24 Hours of a set appointment. The order process begins when you sign and accept the quote and make any required incremental payments. Orders do not ship until a full payment has been authorized via approved purchase order or credit card. There is a 1.5% per month late charge on all past due invoices. **LIMITATION OF LIABILITY:** The Seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed One Thousand Dollars (\$1000.00) and buyer's remedy or damages shall be limited to, the return of the purchase price paid. Under no circumstances shall seller be liable for consequential or special damages.

Qty	Part Number	Description	Unit Price	Ext. Price
-----	-------------	-------------	------------	------------

Freight - Shipping/Handling > 6 weeks

- Is ESTIMATED - Firm pricing will be provided once selection is made on OPTIONAL items. If Hydraulic Lift Gate is required additional charges will apply.

Please note on PO any special requests.

SubTotal	\$39,662.00
Tax	\$3,141.74
Shipping	\$0.00
Total	\$42,803.74

Please contact me if I can be of further assistance.

Terms & Conditions of Sale: Prices quoted are firm for thirty (30) days unless otherwise noted. When you accept a quote it is our indication that you have selected any required options, carefully reviewed all part numbers, descriptions, unit quantities, taxes, shipping, and handling charges. A 50% deposit is required on all engineered projects and orders for non-stock items without approved payment terms. United Fire accepts all major credit cards, cash, business checks, and EFT's. Automatic monthly and quarterly credit card billing options are offered for inspection and maintenance packaged services. We hope you use our products safely. In the event that an item needs to be replaced or returned we will attempt to make reasonable accommodations. In accordance with United Fire's return policy, a re-stocking fee may be applied at the time of a return. There is a \$35.00 fee for cancelling scheduled services within 24 Hours of a set appointment. The order process begins when you sign and accept the quote and make any required incremental payments. Orders do not ship until a full payment has been authorized via approved purchase order or credit card. There is a 1.5% per month late charge on all past due invoices. LIMITATION OF LIABILITY: The Seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed One Thousand Dollars (\$1000.00) and buyer's remedy or damages shall be limited to, the return of the purchase price paid. Under no circumstances shall seller be liable for consequential or special damages.

LARGE BLOCK

REV	ECO #	DATE	BY	APVD

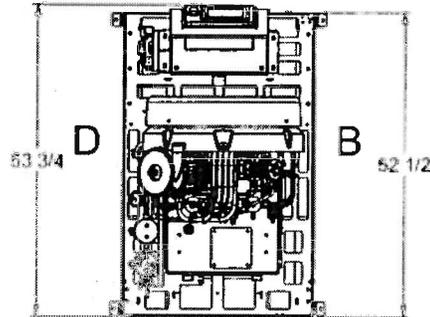
MINIMUM CLEARANCE REQUIRED FOR COOLING AIR FLOW AND MAINTENANCE

- A = 0"
- B = 24"
- C = 24"
- D = 24"

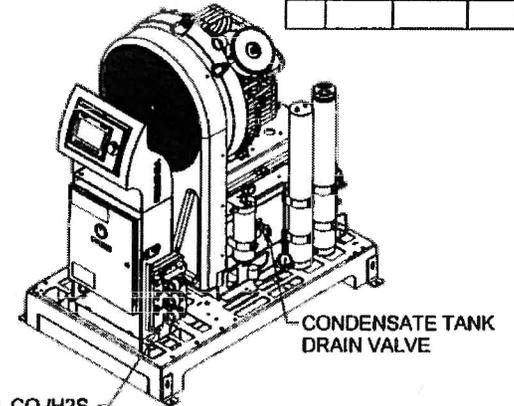
COOLING AIR FLOW



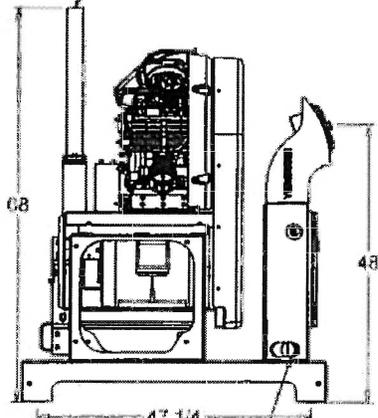
C



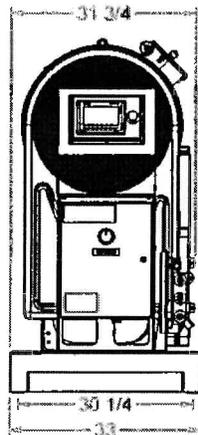
A



MINIMUM HEIGHT REQUIRED TO CHANGE PURIFICATION CARTRIDGE



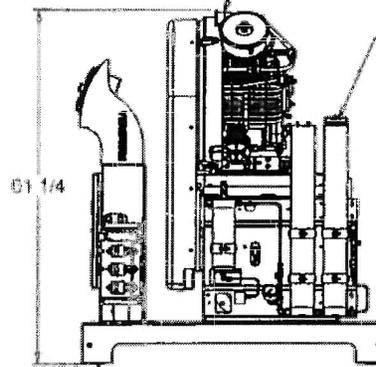
ELECTRICAL POWER ENTRANCE, 1-1/4" CONDUIT



ADJUSTABLE FEET - STANDARD

COMPRESSOR BLOCK IK 180 II SHOWN

P5 SECURUS PURIFICATION SHOWN



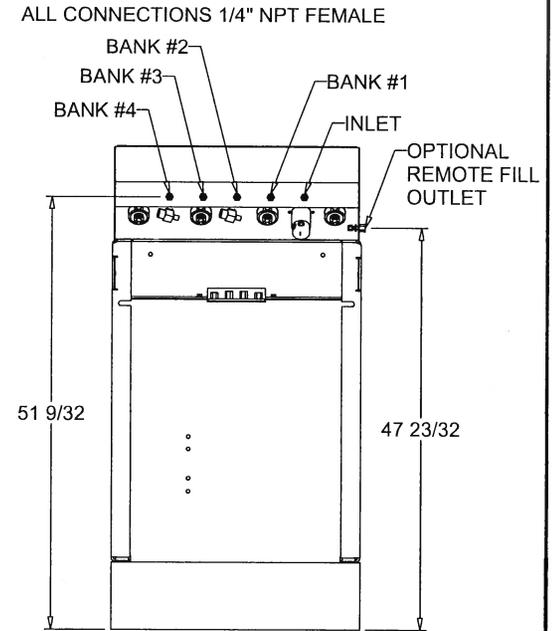
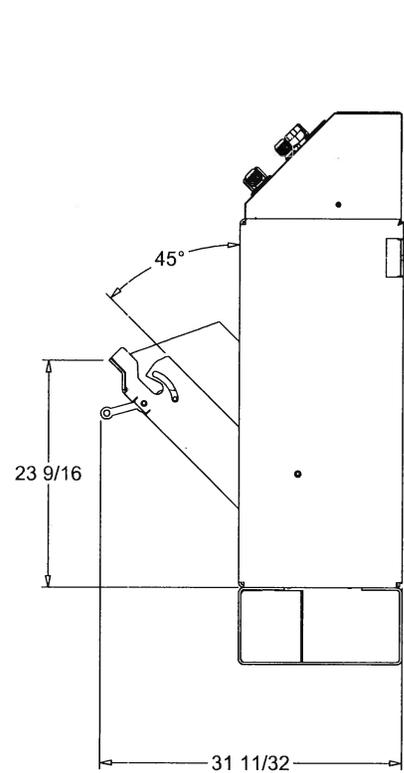
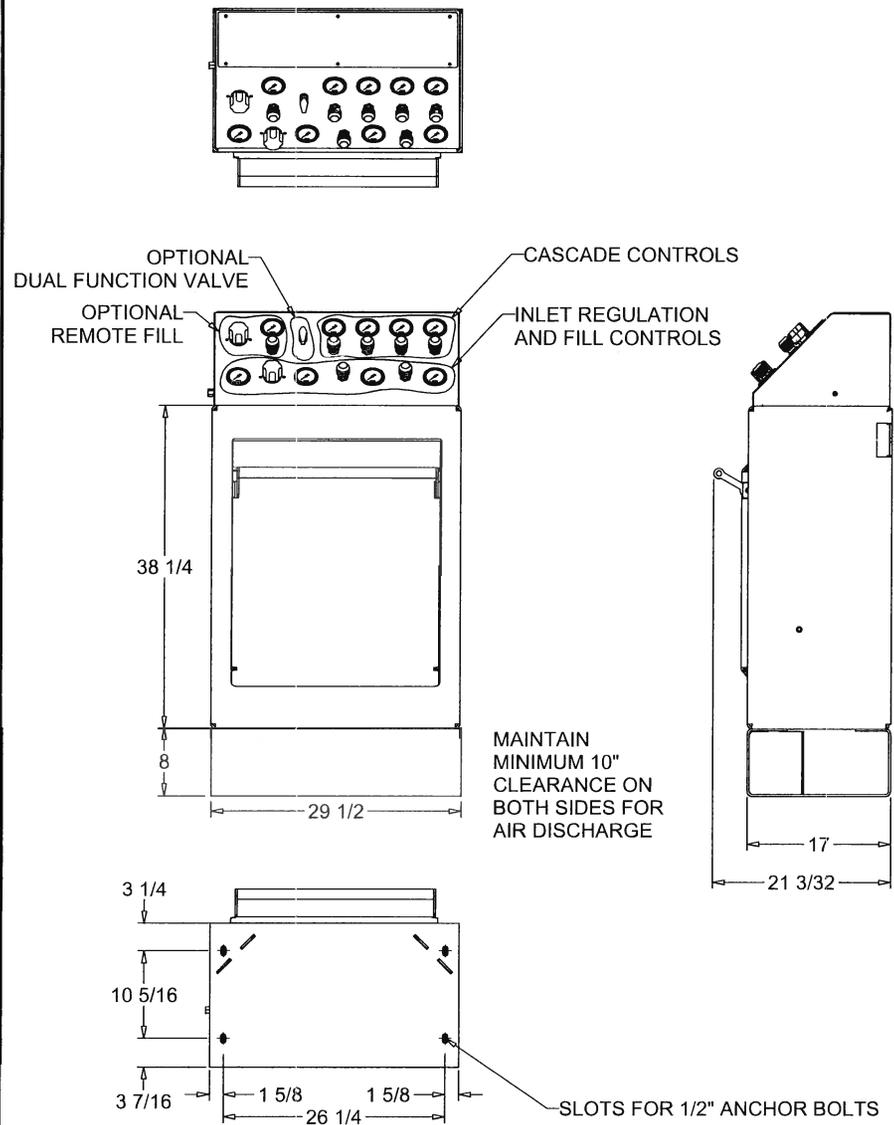
APPROXIMATE WEIGHT N/A

APPROXIMATE WEIGHT:

- VA18 - 960 lbs (435 Kg)
- VA21 - 960 lbs (435 Kg)
- VA25 - 1061 lbs (481 Kg)
- VA26 - 1061 lbs (481 Kg)

COMPANY CONFIDENTIAL	
THIS DRAWING AND ALL INFORMATION IS THE PROPERTY OF BAUER COMPRESSORS, INC. IT IS CONFIDENTIAL AND SHALL NOT BE MADE PUBLIC OR CAPTIONED, REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF BAUER COMPRESSORS, INC.	
DRAWN BY: brentb	BAUER COMPRESSORS, INC.
DATE: 5/11/2018	NORFOLK, VIRGINIA
APVD BY: JB	TITLE: Outline Dimension
DATE: 5/16/2018	USAGE: VERTICON BREATHING AIR
SCALE: 1:20	DRAWING #: ASY-8077
CONTROLLED DOCUMENT: X	REV: 5/11/2018
	ISSUE DATE: SHT 2 OF 2

REV	ECO #	DATE	BY	APVD.



ESTIMATED WEIGHT = 750 lbs

COMPANY CONFIDENTIAL	
THIS DRAWING AND ALL INFORMATION THEREIN IS PROPERTY OF BAUER COMPRESSORS, INC. IT IS CONFIDENTIAL AND MUST NOT BE MADE PUBLIC OR COPIED. IT IS LOANED SUBJECT TO RETURN UPON DEMAND. IT IS NOT TO BE USED DIRECTLY OR IN DIRECTLY IN ANY WAY DETRIMENTAL TO THE INTERESTS OF BAUER COMPRESSORS, INC.	
DRAWN BY: MS	BAUER COMPRESSORS, INC. NORFOLK, VIRGINIA
DATE: 2/27/2009	
APVD. BY: MD	TITLE:
DATE: 2/27/2009	OUTLINE DIMENSIONS
SCALE: N/A	USAGE:
PAINT: N/A	CFSII-2S-TM-CSCD
CAGE NUMBER: 57326	DRAWING #:
CONTROLLED DOCUMENT: X	REV: ISSUE DATE:
	ASY-1073
	SHT 1 OF 1

335 N. Fourth Avenue, Tucson, AZ 85705
 t. 800.362.0150 f. 800.882.3991

Number UFEQ26274
Date Dec 12, 2018
Dept 110

Sold To

Florence Fire Department
 Jake Sample
 Request for Bid: Compressor/Cascade
 775 N. Main Street
 P O Box 2670
 Florence, AZ 85132

ACC # FLO025
Phone (520)868-7523
Fax

Ship To

Florence Fire Department
 Jake Sample
 2035 N Hunt Hwy
 Station 2
 Florence, AZ 85132

LID #
Phone (520)868-7523
Fax

Your Sales Rep



Scott Krueger
 (520) 306-1913
 scottk@ufec.com

Scott Krueger

Offer Prepared By: David Crowley

Here is the RFP you requested.

Terms	Tx Code	Due	P.O. #	Ship Via	FOB	N-SO#	N-INV#	Pay Method	Check#
NET 30	TUCSON	12/14/2018		Best	Destinati				

Qty	Part Number	Description	Unit Price	Ext. Price
-----	-------------	-------------	------------	------------

> Request for Bid: Compressor/Cascade

Attn: Joe Jarvis Finance Director
 Due: December 13, 2018 @ 3:30 PM

1	BAULEGACY18/E3	Bauer Vertecon Compressor (Option 1) * 18 scfm, 4 STG, 6,000 psig service * 15 hp 208 volt/3-phase * P5 purification, 90,000 ft3 processed * Emergency stop push button * .049 wall thickness stainless steel tubing throughout, no cheap plastic tubing * Rugged powder coat finish * Automatic condensate drain system DIMENSIONS L X W X H [inches] 54" x 34" x 63" WEIGHT 960 pounds	\$23,965.00	\$23,965.00
0	BAUVEC25-E3	Bauer Vertecon BAC (Option 2) ^ Alternate option, same as above unit except * 25.2 cfm / 20 hp / 208 volt/3-phase * Weight 1,061 pounds (Optional)	\$35,765.00	\$0.00
1	FRT	Freight & Handling	\$1,250.00	\$1,250.00
SubTotal				\$25,215.00



Terms & Conditions of Sale: Prices quoted are firm for thirty (30) days unless otherwise noted. When you accept a quote it is our indication that you have selected any required changes, carefully reviewed all part numbers, descriptions, unit quantities, taxes, shipping, and handling charges. A 50% deposit is required on all engineered projects and orders for non-stock items without approved payment terms. United Fire accepts all major credit cards, cash, business checks, and EFT's. Automatic monthly and quarterly credit card billing options are offered for inspection and maintenance packaged services. We hope you use our products safely. In the event that an item needs to be replaced or returned we will attempt to make reasonable accommodations. In accordance with United Fire's return policy, a re-stocking fee may be applied at the time of a return. There is a \$35.00 fee for cancelling scheduled services within 24 Hours of a set appointment. The order process begins when you sign and accept the quote and make any required incremental payments. Orders do not ship until a full payment has been authorized via approved purchase order or credit card. There is a 1.5% per month late charge on all past due invoices. LIMITATION OF LIABILITY: The Seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed One Thousand Dollars (\$1000.00) and buyer's remedy or damages shall be limited to, the return of the purchase price paid. Under no circumstances shall seller be liable for consequential or special damages.

Qty	Part Number	Description	Unit Price	Ext. Price
> Start-Up / Technician				
1	ICOMPRESSOR	Compressor Start Up, Warranty Registration & Training in the proper operation of the Breathing Air System. Performed by Bauer factory trained technician.	\$1,200.00	\$1,200.00
1	BAULEGACY-CO-RETRO	CO Monitor retro fit (Field install only) (Optional - SELECTED)	\$2,825.00	\$2,825.00
				
2	SRVCOMP	Compressor Service ^ Req'd 2 add'l hrs labor CO Monitor ^ Labor rate is \$120/hr (Optional - SELECTED)	\$120.00	\$240.00
SubTotal				\$4,265.00
> Fill Station				
1	BAULEGACY-2	Containment Fill Station, 2 position - Four bank cascade fill control panel - Single Function top mount (SFTM) / Cascade panel Equipped with inlet pressure gauge, adjustable regulator, regulated pressure gauge, fill control valve and fill pressure gauges. DIMENSIONS L X W X H [inches] 30" x 21" x 53" WEIGHT 670 pounds	\$7,625.00	\$7,625.00
				
1	RLEAC80049-10	Air Line 10ft High Pressure	\$80.00	\$80.00
1	FRT	Freight & Handling	\$750.00	\$750.00
SubTotal				\$8,455.00

Terms & Conditions of Sale: Prices quoted are firm for thirty (30) days unless otherwise noted. When you accept a quote it is our indication that you have selected any required changes, carefully reviewed all part numbers, descriptions, unit quantities, taxes, shipping, and handling charges. A 50% deposit is required on all engineered projects and orders for non-stock items without approved payment terms. United Fire accepts all major credit cards, cash, business checks, and EFT's. Automatic monthly and quarterly credit card billing options are offered for inspection and maintenance packaged services. We hope you use our products safely. In the event that an item needs to be replaced or returned we will attempt to make reasonable accommodations. In accordance with United Fire's return policy, a re-stocking fee may be applied at the time of a return. There is a \$35.00 fee for cancelling scheduled services within 24 Hours of a set appointment. The order process begins when you sign and accept the quote and make any required incremental payments. Orders do not ship until a full payment has been authorized via approved purchase order or credit card. There is a 1.5% per month late charge on all past due invoices. LIMITATION OF LIABILITY: The Seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed One Thousand Dollars (\$1000.00) and buyer's remedy or damages shall be limited to the return of the purchase price paid. Under no circumstances shall seller be liable for consequential or special damages.

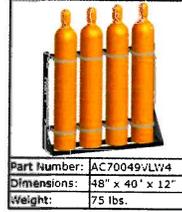
Qty	Part Number	Description	Unit Price	Ext. Price
> Storage Cylinders & Optional Items				
4	RLEAC40060	6000 PSIG, ISO Storage Cylinders, 510 cu. ft., CGA 702 Valve	\$1,000.00	\$4,000.00
4	RLEAC80049-6	Air Line 6ft High Pressure	\$60.00	\$240.00
4	RLEAC10034	Nut/Nipple 7500 702 BR	\$13.00	\$52.00
1	MISC	Fittings to connect cylinders, fill station and compressor	\$150.00	\$150.00
0	RLEAC99052	Label, DOT Breathing (Optional)	\$2.50	\$0.00
0	RLEAC99074	Placard, Cylinder Retest NFPA 1901	\$42.00	\$0.00
<p>* NOTE: This Placard is required by NFPA 1901, on fire trucks carrying ISO/UN/DOT air storage cylinders. This is recommended for any permanent stationary installation of ISO/UN/DOT cylinders! Who looks at the shoulder of your air storage cylinders, anyway? (Optional)</p>				
0	RLEAC99092-1	Tag, Placard Retest Orange	\$5.00	\$0.00
<p>* NOTE: Plastic tags, with adhesive backs and white on orange letters, are applied to the placard to provide the retest date. Two require for original mfg and retest dates. (Optional)</p>				
0	RLEAC40066N	Collar, Crash, UN/ISO (protects the cylinder valve) (Optional)	\$37.00	\$0.00
1	FRT	Freight & Handling	\$350.00	\$350.00
SubTotal				\$4,792.00

Terms & Conditions of Sale: Prices quoted are firm for thirty (30) days unless otherwise noted. When you accept a quote it is our indication that you have selected any required changes, carefully reviewed all part numbers, descriptions, unit quantities, taxes, shipping, and handling charges. A 50% deposit is required on all engineered projects and orders for non-stock items without approved payment terms. United Fire accepts all major credit cards, cash, business checks, and EFT's. Automatic monthly and quarterly credit card billing options are offered for inspection and maintenance packaged services. We hope you use our products safely. In the event that an item needs to be replaced or returned we will attempt to make reasonable accommodations. In accordance with United Fire's return policy, a re-stocking fee may be applied at the time of a return. There is a \$35.00 fee for cancelling scheduled services within 24 Hours of a set appointment. The order process begins when you sign and accept the quote and make any required incremental payments. Orders do not ship until a full payment has been authorized via approved purchase order or credit card. There is a 1.5% per month late charge on all past due invoices. LIMITATION OF LIABILITY: The Seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed One Thousand Dollars (\$1000.00) and buyer's remedy or damages shall be limited to, the return of the purchase price paid. Under no circumstances shall seller be liable for consequential or special damages.

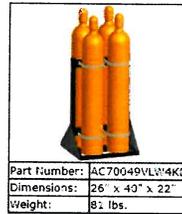
Qty	Part Number	Description	Unit Price	Ext. Price
-----	-------------	-------------	------------	------------

> **Optional Racks for cylinders**

0	RLEAC70049VLW4	Vertical Lightweight Rack holds 4 Cyl, 4W X 1D (Cylinders shown in photo are sold separately) (Optional)	\$750.00	\$0.00
---	----------------	--	----------	--------



1	RLEAC70049VLW4KD	Vertical Lightweight Rack holds 4 Cyl, 2W X 2D (Cylinders shown in photo are sold separately) (Optional - SELECTED)	\$775.00	\$775.00
---	------------------	---	----------	----------



1	FRT	Freight & Handling - If (1) of the above vertical racks are selected then you MUST ADD this line. Otherwise it does not apply. (Optional - SELECTED)	\$250.00	\$250.00
---	-----	--	----------	----------

SubTotal \$1,025.00

NOTES >

[NOTE A:] *Customer Responsibilities:*

- 1) *Removal of shipping containers from freight delivery vehicle*
- 2) *Placement of Equipment*
- 3) *Proper Electrical hook up, (by certified electrician), to compressor before start up*
- 4) *The unit must NOT be started prior to the installation process. Prior start-up not performed by a certified Bauer technician & inspection will result in voiding the warranty.*

[NOTE B:] *Electric Requirements / Specs*

Voltages and Frequencies requirements must be specified at the time an order is placed. If you have specific requirements they must be confirmed with Bauer prior to the order being place.

*The unit(s) being proposed is:
"E3" = Three phase electric, 208 VAC/60 Hz*

Terms & Conditions of Sale: Prices quoted are firm for thirty (30) days unless otherwise noted. When you accept a quote it is our indication that you have selected any required changes, carefully reviewed all part numbers, descriptions, unit quantities, taxes, shipping, and handling charges. A 50% deposit is required on all engineered projects and orders for non-stock items without approved payment terms. United Fire accepts all major credit cards, cash, business checks, and EFT's. Automatic monthly and quarterly credit card billing options are offered for inspection and maintenance packaged services. We hope you use our products safely. In the event that an item needs to be replaced or returned we will attempt to make reasonable accommodations. In accordance with United Fire's return policy, a re-stocking fee may be applied at the time of a return. There is a \$35.00 fee for cancelling scheduled services within 24 Hours of a set appointment. The order process begins when you sign and accept the quote and make any required incremental payments. Orders do not ship until a full payment has been authorized via approved purchase order or credit card. There is a 1.5% per month late charge on all past due invoices. **LIMITATION OF LIABILITY:** The Seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed One Thousand Dollars (\$1000.00) and buyer's remedy or damages shall be limited to, the return of the purchase price paid. Under no circumstances shall seller be liable for consequential or special damages.

Qty	Part Number	Description	Unit Price	Ext. Price
-----	-------------	-------------	------------	------------

Please confirm/verify before time of order

Freight - Shipping/Handling > 6 weeks

- Is ESTIMATED - Firm pricing will be provided once selection is made on OPTIONAL items. If Hydraulic Lift Gate is required additional charges will apply.

Please note on PO any special requests.

SubTotal	\$43,752.00
Tax	\$3,454.94
Shipping	\$0.00
Total	\$47,206.94

Please contact me if I can be of further assistance.

Terms & Conditions of Sale: Prices quoted are firm for thirty (30) days unless otherwise noted. When you accept a quote it is our indication that you have selected any required changes, carefully reviewed all part numbers, descriptions, unit quantities, taxes, shipping, and handling charges. A 50% deposit is required on all engineered projects and orders for non-stock items without approved payment terms. United Fire accepts all major credit cards, cash, business checks, and EFT's. Automatic monthly and quarterly credit card billing options are offered for inspection and maintenance packaged services. We hope you use our products safely. In the event that an item needs to be replaced or returned we will attempt to make reasonable accommodations. In accordance with United Fire's return policy, a re-stocking fee may be applied at the time of a return. There is a \$35.00 fee for cancelling scheduled services within 24 Hours of a set appointment. The order process begins when you sign and accept the quote and make any required incremental payments. Orders do not ship until a full payment has been authorized via approved purchase order or credit card. There is a 1.5% per month late charge on all past due invoices. LIMITATION OF LIABILITY: The Seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed One Thousand Dollars (\$1000.00) and buyer's remedy or damages shall be limited to, the return of the purchase price paid. Under no circumstances shall seller be liable for consequential or special damages.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7c.
MEETING DATE: January 7, 2019 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/Town Clerk SUBJECT: Suspension of the Special Event Vendor Permit rules on April 6, 2019, for the Road to Country Thunder Event		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" 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:

A motion to suspend the Town of Florence Special Event Vendor Permit rules for the Road to Country Thunder event to allow the Greater Florence Chamber of Commerce to coordinate vendors and collect vendor fees as a fundraiser during the Road to Country Thunder event on April 6, 2019.

BACKGROUND/DISCUSSION:

The Town of Florence is partnering with Country Thunder to bring a one-day concert event to downtown the weekend prior to the country music festival. The purpose of the event is to promote Country Thunder and Florence to local residents as well as to the larger populations in Phoenix and Tucson. Much of the event marketing will be accomplished through Country Thunder’s partner radio stations in the metro areas.

The Road to Country Thunder is a local street festival featuring country bands helping to promote Florence leading up to the Country Thunder Music Festival April 11-14, 2019. The event will take place from 5:00 p.m. until 10:00 p.m. on Main Street in Historic Downtown Florence.

In addition to musical entertainment, the event will have food and merchandise vendors that will be coordinated by the Greater Florence Chamber of Commerce. The non-profit organization will charge vendor fees as a fundraiser to further their mission of making Florence a great place to live, work, and do business. In addition, this will give the

Chamber an opportunity to once again work closely with Town Staff on a major special event so they can gain knowledge and experience necessary to potentially host similar events in the future.

A VOTE OF NO WOULD MEAN:

Not Applicable

A VOTE OF YES WOULD MEAN:

Not Applicable

FINANCIAL IMPACT:

The financial impact will be the loss of \$10.00 per vendor during the special event. The potential gain will be the Transaction Privilege Tax generated from the vendors.

ATTACHMENTS:

None



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7d.

MEETING DATE: January 7, 2019

DEPARTMENT: Public Works Department

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

SUBJECT: Casa Grande Courier Contract for delivery service
of samples

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

STRATEGIC PLAN REFERENCE: Community Vitality Economic Prosperity
 Leadership and Governance Partnership and Relationships Transportation and Infrastructure
 Statutory None

RECOMMENDED MOTION/ACTION:

Authorization to award a contract with Casa Grande Courier, through the procurement bidding process; contract to ratify expenditures July 2018 through December 2018; contract to then begin January 7, 2019 through June 30, 2020 for delivery of the Town's statutorily required samples for testing.

BACKGROUND/DISCUSSION:

Scope of Work: Bid Flat Rate – Six days

- Pick up samples six days per week and occasional weekend samples as well.
- Able to deliver coolers within the sample expiration time frame.
- Able to deliver during the hours the labs are open for drop off.
- Samples on holidays, if needed.
- Pick up samples by 9:00 am at 100 S. Plant Road, Florence Arizona 85132
- Deliver samples to Legend Labs. 17631 N. 25th Ave. Phoenix, Arizona 85023
- Deliver to various aquatic labs upon request
- Mileage from Florence to Legend Lab; approximately 78.1 miles x 2 (round trip)
- Courier will also be responsible for delivering sample kits from Labs back to Florence.
- Courier must be available for pickup within four hours of notice for emergencies or extra samples required.
- Insurance requirements: \$2,000,000

Term of Contract: February 1, 2019 to June 30, 2020

A VOTE OF NO WOULD MEAN:

The Town would have to find an alternative method to send the Town's statutorily required samples for testing.

A VOTE OF YES WOULD MEAN:

The Town would continue to be in compliance for statutorily required testing.

FINANCIAL IMPACT:

Contract shall not exceed \$46,799.10. Contract to begin January 7, 2019 through June 30, 2020. Ratification of expenses: July 2018 through December 2018.

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:

- Bid Document
- Approved Bid Tab
- Town of Florence Service Contract – Casa Grande Courier



Town of Florence
Public Works Department
Utilities Division
444 N. Warner Street
Florence, AZ 85132
(520) 868-7614
www.florenceaz.gov

Solicitation: **Regulatory Water Testing Courier Services**

Submittal Due Date: **December 18, 2018**

Time: **10:00 am**

Submittal Location: **Via email to susan.jonas@florenceaz.gov**

Scope of Work:

- Pick up samples 5 days a week and occasional weekend samples as well.
- Samples on Holidays if needed.
- Pick up samples by 9:00am at 100 S. Plant Road, Florence AZ 85132
- Deliver samples to Legend Labs. 17631 N. 25th Ave. Phoenix, Az. 85023.
- Mileage from Florence to Legend Lab. Approximately 78.1 miles.
- Courier will also be responsible for delivering sample kits from Legend Lab to Florence.
- Courier must be available for pickup within 24 hour notice.

Term of Contract: February 1, 2019 to June 30, 2020



Town of Florence Bid Tabulation Sheet

General Ledger Account Number:	051-574-207 052-575-207 052-576-207
--------------------------------	---

Verbal (Only allowed \$5,000 or less)	Date Prepared:	12/18/2018
X Written / Fax / Email (Mandatory over \$5,000 bids attached)	Prepared By:	Susan Jonas
Formal Sealed Bid :	Title of Bid:	Open Date:
		Close Date:

Item(s) (Include quality, Brand, Model & Color): **Courier Service Contract February 1, 2019 through June 30, 2020. 6 Days a week, roundtrip to Legend Lab in Phoenix, AZ and emergency services.**

	VENDORS	Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1	Name: Pressed 4 Time Couriers						\$3,705 per month \$66,690 1/7/19 - 6/30/20
	Address: 2740 S Hardy Drive #4				Tax:		
	Tempe, AZ 85282				Freight:		
	Contact: Bruce Rangel					\$66,690.00	
	Phone: 602-456-0395	Fax:					
	Email: bruce@p4tdelivery.com				Date Notified of Decision:		
	Quote #: Via Email Message	REQ #:			PO #:		
Received: 12/13/2018	Expires:						
2	Name: Mesa Courier Service						\$5113.33 per month \$92,040 1/7/19 - 6/30/20
	Address: P.O. Box 1695				Tax:		
	Apache Junction, AZ 85117				Freight:		
	Contact: Allen Anderson					\$ 92,040.00	
	Phone: 480-206-2367	Fax:					
	Email: allen@mesacourierservice.com				Date Notified of Decision:		
	Quote #:	REQ #:			PO #:		
Received:	Expires:						
3	Name: Casa Grande Couier						\$1,733.33 per month \$46,799.10 1/7/19 - 6/30/20 <i>Going to Council 1/7/19 Ratifying 7/18 - 12/18 Expenditures</i>
	Address: P.O. Box 95				Tax:		
	Queen Creek				Freight:		
	Contact: Gary Housholder					\$ 46,799.10	
	Phone: 602-369-8123	Fax:					
	Email: CasaGrandeCourier@aol.com				Date Notified of Decision:		
	Quote #: 8	REQ #:			PO #:		
Received: 12/18/2018	Expires:						

Attach additional page(s), if necessary.

Vendor Selected: CASA GRANDE COURIER

Justification (if not lowest bid.):

Department Head Approval:		Date:	12/18/
Finance Director Approval:		Date:	
Town Manager Approval:		Date:	

Exhibits Attached:	Quotes
	Bid Solicitation

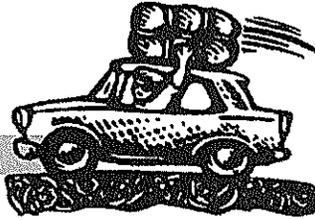
If over \$24,999, must go to Town Council for approval.
Attach this approved form to purchase request with written quotes, if applicable.

Casa Grande Courier
P.O. Box 95
Queen Creek, AZ 85142
(602)369-8123



Estimate

Date 12/18/2018
Estimate # 8



602-369-8123

Name / Address
Town of Florence Arizona
Public Works Department
PO BOX 2670
Florence AZ 85232

P.O. #

Terms

Due on receipt

Due Date

12/18/2018

Other

Description	Qty	Rate	Total
<p>Bid for Regulatory Water Testing Courier Services: Attention Susan Jonas</p> <p>Casa Grande Courier, Inc. has been the "GO TO" Courier Service for the past 12 years for the Town of Florence. We have made sure to give our best service to the Town when it comes to the all important water sample deliveries and have excelled in on time delivery of additional bid packages, blueprints, and other critical legal documents that many other departments have requested over those past 12 years on demand. We guarantee top quality, safe insured service and currently hold a valid business license with the Town of Florence and are a local based Pinal County small business. Casa Grande Courier, Inc. will gladly meet or beat any other offer received in writing from any other delivery service. We are happy to continue our dedicated services to the Town of Florence with the following water sample bid for the period of February 1st, 2019 to June 30th, 2020:</p>			
		Subtotal	
		Sales Tax (0.0%)	
		Total	

Casa Grande Courier
CasaGrandCourier@aol.com

(602)369-8123

Casa Grande Courier
P.O. Box 95
Queen Creek, AZ 85142
(602)369-8123

Estimate

Date 12/18/2018
Estimate # 8

Name / Address

Town of Florence Arizona
Public Works Department
PO BOX 2670
Florence AZ 85232

P.O. #

Terms Due on receipt

Due Date 12/18/2018
Other

Description	Qty	Rate	Total
New lower weekly pricing effective as long as fuel prices remain below \$4.00 a gallon. \$400.00 each week for seven day a week round-trip delivery service including Sunday to Saturday and NO additional holiday pricing increases. This price reflects RUSH delivery service to the Lab and next morning delivery of returning supplies from the lab. This price includes seven day a week service, any additional waiting time and daily round trip supply returns are also included. The flat weekly price includes any extra stops to any specialty labs needed including Aquatics or Test America and and daily delivery to Legends Lab located at I-17 and Bell Road (78 Miles away). There are NO additional fuel service charges, no extra Holiday add ons, and NO additional extra mileage charges or any other add on charges for this weekly flat rate of \$400.00.		400.00	400.00

Subtotal
Sales Tax (0.0%)
Total

Casa Grande Courier
CasaGrandCourier@aol.com

(602)369-8123



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2018

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

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

PRODUCER Risk Strategies Company 145 Huguenot St.#501 New Rochelle NY 10801	CONTACT NAME: Natasha Wright	
	PHONE (A/C, No, Ext): 877-862-4755	FAX (A/C, No):
E-MAIL ADDRESS: nwright@brightstoneins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: United National Insurance Co.		
INSURER B: United Financial Casualty Co.		11770
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED CASAG-1
 Casa Grande Courier
 PO BOX 95
 Queen Creek AZ 85142

COVERAGES

CERTIFICATE NUMBER: 167329507

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PAC7153285	4/26/2018	4/26/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			04679321-8	4/26/2018	4/26/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*** The auto policies listed on the attached certificate do not provide coverage for unscheduled short-term rental vehicles***

The General liability coverage includes the Sundt Companies Inc and its directors, officers, agents, employees, the landlord and property manager as Additional Insureds, solely as respects to the Named Insured's operations and negligence. Subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Sundt Construction Inc.
 2620 S. 55th Street
 Tempe AZ 85282

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony A. [Signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7e.

MEETING DATE: January 7, 2019

DEPARTMENT: Public Works

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

SUBJECT: K.P. Ventures Well Drilling & Pump LLC Contract
to rebuild Well #4 located at 425 E. Ruggles.

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

STRATEGIC PLAN REFERENCE:

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

RECOMMENDED MOTION/ACTION:

Approval to award a contract to K.P. Ventures Well Drilling & Pump LLC, to rebuild Well #4 (CIP WU-84 Well #4 Rebuild) located at 425 E. Ruggles, in an amount not to exceed \$96,038.59 (Bid \$80,032.15 and a 20% Town contingency of \$16,006.43).

BACKGROUND/DISCUSSION:

The Town of Florence advertised a formal invitation for bids for qualified contractors. The Town operates its own water and waste water utilities and is in need of a contractor to perform maintenance on a potable water well. Well #4 is located at the Public Works Yard, located at 425 E. Ruggles, Florence Arizona 85132. Well #4 had been previously pulled and all equipment was available for viewing onsite. In order to have accurate bids, the Town provided an assumed complete list of materials needed to rebuild the well. It has been more than 10 years since Well #4 had last been pulled and maintenance performed. Well #4 is in need of new column pipe, tube and shaft assembly, 75 HP energy efficient motor, bowl assembly among other supporting parts.

A VOTE OF NO WOULD MEAN:

Currently Well #4 is disassembled and not in working order. If the rebuild is not completed, the well will remain unusable.

A VOTE OF YES WOULD MEAN:

Planned improvements would get completed on Well #4, allowing the Town to use the well and then complete well improvements on Well #5.

FINANCIAL IMPACT:

The project amount shall not exceed \$96,038.59 (Bid \$80,032.15 and a 20% Town contingency of \$16,006.43) CIP WU-84 Well #4 Rebuild.

Services will be obtained following the Town's Purchasing Policy, Section 5.63 Purchases of \$25,000 or More (specifically, 5.6321 of Vendor Selection).

5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency/Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council is required on any purchases of \$25,000 or more.

ATTACHMENTS:

- Exhibit 1 – Invitation to Bid
- Exhibit 2 – Bid Advertisement
- Exhibit 3 – Documentation of Bid Advertisement
- Exhibit 4 – Addendum #1 – Mandatory Job Walk Sign In Sheet 11.5.18
- Exhibit 5 – Addendum #2 – Dates Extended
- Exhibit 6 – Addendum #3 – Questions and Answers
- Exhibit 7 – Addendum #4 – Bid Document Changes and Updated Bid Tab
- Exhibit 8 – Addendum #5 – Signed Bid Tab
- Exhibit 9 – K.P. Ventures Well Drilling & Pump LLC Bid Response



**Invitation to Bid (ITB), Project Specifications
& Contract Documents**

CIP - WU84 Well #4 Rebuild Project

Dated: October 26, 2018

**TOWN OF FLORENCE
775 N. Main Street
Florence, AZ 85132**

TABLE OF CONTENTS

INVITATION TO BID.....3

PROJECT DESCRIPTION / SCOPE OF WORK (SOW)4

BID SUBMITTAL CHECKLIST.....5

INSTRUCTIONS TO BIDDERS6

CONTRACT FOR PROJECT13

GENERAL CONDITIONS OF CONTRACT.....19

TOWN REVISIONS TO MAG SPECIFICATIONS.....35

INSURANCE REQUIREMENTS.....36

SPECIAL PROVISIONS LIST38

BID SCHEDULE39

BID TAB.....40

ACKNOWLEDGEMENT OF AGENDA41

LIST OF SUBCONTRACTORS.....42

STATUTORY BID BOND43

RESOLUTION OF BOARD OF DIRECTORS44

NON-COLLUSIVE BIDDING CERTIFICCATON.....45

W-9.....46

ATTACHMENT #1 PLANS AND TECHNICAL SPECIFICATIONS.....52

PARTICIPATION IN BOYCOTT OF ISRAEL.....53

DEVIATION / COMPLIANCE CERTIFICATION54

DEMONSTRATING LAWFUL PRESENCE55

INVITATION TO BID

Town of Florence, Arizona WU-84 Well #4 Rebuild Project

SUBMITTAL DUE DATE: November 16, 2018
TIME: 2:00 PM AZ Time

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

MANDATORY PRE-BID JOB

WALK:
DATE: November 5, 2018
TIME: 8:00 AM AZ Time
LOCATION: TOF Public Works, 425 E. Ruggles Street, Florence AZ 85132

ISSUING OFFICE: Town of Florence
c/o Town Clerk
775 N. Main Street
Florence, AZ 85132
Telephone: (520) 868-7551
Website: <https://www.florenceaz.gov/rfp>

BIDDING DOCUMENTS: Bidding Documents, including plans and specifications along with any addenda or supplemental information, may be viewed and ordered online by registering with the Issuing Office via phone or email. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as "zipped" portable document format (PDF) files. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office.

FINAL ACCEPTANCE & COMPLETION OF WORK: Period of Performance: 90 (Ninety) Calendar Days. All work must be completed and ready for final payment 91 (Ninety One) Calendar Days after the Notice To Proceed (NTP) has been issued.

GENERAL OR BID PROCESS QUESTIONS: Susan Jonas, Administrative Assistant susan.jonas@florenceaz.gov

QUESTIONS DUE DATE & TIME: All questions must be submitted via email only by **November 7, 2018**. Answers to questions and other clarifications will be in the final. Addenda issued through the Issuing Office on **November 9, 2018**.

PROJECT DESCRIPTION / SCOPE OF WORK (SOW)

Well #4 is located at the Public Works Yard located at 425 E. Ruggles, Florence Arizona 85132. Well #4 has been previously pulled and all equipment is available for viewing onsite. In order to have accurate bids that will allow the Town to compare 'apples to apples', the Town will provide an assumed complete list of materials needed to rebuild the well. Prices should be all inclusive; Eg. Labor, materials, taxes, performance and payment bonds. The Town will also be asking for a separate complete itemized list of the bidder's estimate of necessary improvements.

BID SUBMITTAL CHECKLIST

It is the Bidder's responsibility to be thoroughly familiar with all requirements and specifications. The following checklist is provided as a courtesy only and is not binding upon the Town nor does it modify, in any way, the terms or requirements of this ITB, any applicable statutes, rules, regulations, or the Town's purchasing policies.

- 1. The Bid Schedule has been signed by an authorized representative of the firm. Unsigned bids will not be considered.
- 2. The Bid Schedule has been fully completed, including prices offered (including any alternatives) have been fully filled in and reviewed for accuracy.
- 3. Any addenda have been reviewed and acknowledged on the form included in the ITB. It is the Bidder's responsibility to obtain all addenda relevant to this solicitation via the Issuing Office or other means.
- 4. The List of Subcontractors has been fully completed and executed by Bidder and reviewed for accuracy.
- 5. Bidder has reviewed all instructions, terms and conditions, and specifications to ensure your response fully complies.
- 6. Any required samples, descriptive literature, or enclosures have been included, if applicable. (Identify samples with Bidder's name and solicitation number.)
- 7. The bid package and/or envelope have been identified with Bidder's name, ITB number and ITB title.
- 8. The specified number of copies of Bidder's response has been included.
- 9. Insurance requirements have been reviewed and can be fully complied with.
- 10. Bid Bond has been fully executed by Bidder and appropriate Surety and is included.
- 11. The Resolution of Board of Directors for corporate Bidder has been fully executed and included, or other proof of authorization required under this ITB has been included.
- 12. The Non-Collusive Bidding Certification has been executed and included.
- 13. The W-9 Form is complete and included.
- 14. The Deviation/Compliance Certification Form has been executed and included.
- 15. The Participation in Boycott of Israel Certification has been executed and included.
- 16. The Demonstrating Lawful Presence has been executed and included.

INSTRUCTIONS TO BIDDERS

These terms will be the general contract conditions for any contract entered into as a result of the ITB and are incorporated therein and shall be fully binding upon the Bidder / Contractor.

INSTRUCTION 1: DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the Contract and General Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Bid Schedule* – Bid submittal package.
 - B. *Engineer* - The Engineer set forth in the Invitation to Bid or as otherwise designated in writing by the Town. If no other Engineer is designated, the Engineer shall be the Issuing Office.
 - C. *ITB*– The Invitation to Bid, all supporting documents included herewith, all Bidding Documents, and all properly issued Addenda.
 - D. *Issuing Office* – The office from which the Bidding Documents are to be issued. The Issuing Office is set forth in the Invitation to Bid above.
 - E. *Owner or Town* – The Town of Florence, Arizona.
 - F. *Project* - The Project set forth in the Project Description above.

INSTRUCTION 2: COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the Invitation to Bid above.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids. Neither Owner, Engineer, nor the Issuing Office assumes any responsibility for errors or misinterpretations resulting from the use of incomplete, modified or unofficial sets of Bidding Documents.
- 2.03 Owner, the Issuing Office and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

INSTRUCTION 3: QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 10 days of Owner's request, Bidder shall submit: (a) written evidence establishing its qualifications such as financial data, previous experience and a minimum of five (5) years performing this work, any present commitments; and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
 - B. Bidder's state or other contractor license number and good standing.
 - C. Evidence that each natural person submitting a Bid, including the officers, partners, members, and/or principals of the Bidder, to submit documentation of their lawful presence in the United States, pursuant to A.R.S. §§ 1-501 and 1-502.
 - D. Bidder must be a Prime Contractor in the major construction discipline governing this Project. An example of this would be a horizontal asphalt municipal street paving project located in an occupied residential neighborhood; the Bidder must be able to demonstrate verifiable experience in such work, including scope and magnitude, along with possession of an Arizona KA-class, A-14 or B-1 or CR-69 Contracting License in addition to any other required Arizona State licensure.
 - E. Bidder shall be capable of and shall self-perform a minimum of 51% of the total contract value of the work as required in this Project.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated shall disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Instruction 3 to submit information will prejudice the right of Town to seek additional information, as requested in the Town's sole discretion, regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Schedule requiring Bidder's representations and certifications.

INSTRUCTION 4:**BIDDER'S PRE-BID OBLIGATIONS AND REPRESENTATIONS**

4.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified, especially with respect to Technical Data in such reports and drawings;
- E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. Become aware of the general nature of the work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

4.02 Bidder represents and agrees that:

- A. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Instruction, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents; and
- B. Based on the information and observations referred to in the preceding Instruction 4.01, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the bid price and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

INSTRUCTION 5:**PRE-BID CONFERENCE**

5.01 A Pre-Bid conference will be held at the time and location stated in the above Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project. If the Invitation to Bid provides that the Pre-Bid Conference is mandatory, it is mandatory and failure to attend the Pre-Bid Conference may be a basis for disqualifying a Bidder and/or rejecting the Bidder's Bid. If the Pre-Bid Conference is not mandatory, Bidders are encouraged to attend and participate in the conference. Addenda as the Town's Project Manager considers necessary in response to questions arising at the conference from Bidders of Record shall be made available on the Town's website. Inquiries from non-Bidders of Record shall not receive responses. Oral statements may not be relied upon and will not be binding or legally effective.

INSTRUCTION 6:**INTERPRETATIONS AND ADDENDA**

6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted in writing as set forth in the Invitation to Bid above. Any interpretations, clarifications, or other/additional information considered necessary by Engineer and/or the Town in response to such questions, or otherwise, will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents.

6.02 Questions received after the Questions Due Date and Time set forth on the Invitation to Bid above may be answered at the sole discretion of the Town. Inquiries regarding this ITB directed to persons other than the Town's designated

representative may not be answered, and any answers received other than as set forth in this ITB will not be binding upon the Town for any purpose.

- 6.03 Only answers provided by written Addenda may be binding upon the Town. Oral and other interpretations or clarifications will be without legal effect. The Town shall not be held responsible if a Bidder fails to receive any addenda issued. The Town shall not be responsible for any oral representations or statements relating to the solicitation specifications made by any employee, agent or officer of the Town.
- 6.04 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.
- 6.05 Receipt of Addenda shall be acknowledged by signing and returning the form included herein with the ITB with the Bid by the specified Bid due date and time. Potential Bidders are responsible for obtaining all addenda relevant to this ITB via the Issuing Office or other means.
- 6.06 The Town of Florence shall not be bound to respond to Bid or Addenda inquiries from non-Bidders of Record or other third-parties.

INSTRUCTION 7: BID SECURITY

- 7.01 A Bid must be accompanied by Bid security made payable to Town in an amount of ten percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid Bond in statutory form (on the form included in the Bidding Documents) issued by a surety meeting the requirements of the General Conditions and applicable law.
- 7.02 The Bid security of the apparent Successful Bidder will be retained until Town awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten (10) days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Forfeiture will not preclude the Town from seeking any or all other remedies provided by law to recover losses sustained as a result of the Bidder's failure to enter into the Contract or to furnish the contract securities or insurance certificates and endorsements.
- 7.03 The Bid security of other Bidders that Town believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 7.04 Bid security of other Bidders that Town believes do not have a reasonable chance of receiving the award will be released within seven (7) days after the Bid Opening.

INSTRUCTION 8: SUBSTITUTE AND "OR-EQUAL" ITEMS

- 8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 8.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

INSTRUCTION 9: SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 9.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 9.02 The Bidders shall submit to the Town with its response to this ITB a complete listing of all Subcontractors the Bidder intends to use in the performance of the work specified in the ITB providing the information required in the Subcontractor List included in the ITB. No bid for work involving these classifications will be valid without the complete listing of both subcontractors and major material suppliers as listed in the ITB and the included form List of Subcontractors.

INSTRUCTION 10: PREPARATION OF BID

- 10.01 The Bid Schedule is included with the Bidding Documents.
 - A. All blanks on the Bid Schedule shall be completed and signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Schedule. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Schedule expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 10.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 10.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 10.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 10.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 10.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Schedule. The joint venture's address for receiving notices shall be shown.
- 10.07 All names shall be typed or printed in ink below the signatures.
- 10.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Schedule.
- 10.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 10.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in Arizona and the Town Bidder's Arizona contractor license number and classification, and any other required business and/or tax licenses required by the Town shall also be shown on the Bid Schedule.
- 10.11 If price is a consideration and in case of error of prices in the Bid, the unit price shall govern. If there is a conflict between values or prices written-out in text and values or prices expressed in numbers, the text values for prices shall control.
- 10.12 No Bid shall be altered, amended, or withdrawn after the specified due date and time.
- 10.13 Periods of time, stated as a number of days, shall be calendar days.
- 10.14 It is the responsibility of all Bidders to examine the entire ITB package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Bid. Negligence in preparing a Bid confers no right of withdrawal after Bid due date and time.
- 10.15 The Town shall not reimburse the cost of developing or providing any response to this ITB and development and provision of any offer shall be at the respective Bidder's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

INSTRUCTION 11: BASIS OF BID

- 11.01 The Basis upon which Bids shall be calculated and submitted (Lump Sum/Fixed Price, Unit Price, and/or Allowances for specific items) are set forth in the ITB, including the Bid Schedule.
- 11.02 Lump Sum/Fixed Price
 - A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Schedule.
- 11.03 Unit Price
 - A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Schedule.
 - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" provided in the ITB (usually the Bid Schedule) for the item and the corresponding

“Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Town for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

11.04 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with the General Conditions.

INSTRUCTION 12: SUBMITTAL OF BID

- 12.01 One (1) unbound original (to include wet ink signatures) and three (3) unbound copies of the Bid Schedule are to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Instruction 7.
- 12.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “**BID ENCLOSED.**” A mailed Bid shall be addressed to **Town of Florence, AZ, Town Clerk, 775 N. Main St., Florence, AZ 85132.**
- 12.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted, opened, or considered.
- 12.04 By signature on the Bid Schedule, the Bidder certifies that:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Bidder shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - C. The Bidder has not given or offered to give and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
 - D. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Bidder may be debarred.

INSTRUCTION 13: MODIFICATION AND WITHDRAWAL OF BID

- 13.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 13.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 13.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 13.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Town and promptly thereafter demonstrates to the reasonable satisfaction of Town that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder may, in the Town's sole discretion, be disqualified from further bidding on the Work.

INSTRUCTION 14: OPENING OF BIDS

- 14.01 Bids will be opened at the time and place indicated in the Invitation to Bid above and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids
- 14.02 All Bids will remain subject to acceptance for the period of time stated in the Bid Schedule and each Bidder agrees that it will hold open its offer for such period, but Town may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period. Unless otherwise specified in the ITB, all Bidders and their

Subcontractors shall hold their bids valid for a period of 90 days from the proposal due date stated on the Advertisement for Bids.

INSTRUCTION 15: EVALUATION OF BIDS

- 15.01 Town reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Town will reject the Bid of any Bidder that Town finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Town may reject the Bid as nonresponsive.
- 15.02 If Town awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 15.03 Evaluation of Bids:
- A. In evaluating Bids, Town will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Schedule or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Schedule. To determine the Bid prices for purposes of comparison, Town shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Schedule, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Town determines funds will be available at the time of award.
 - C. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Contract for liquidated damages for failing to achieve Substantial Completion, or such other amount that Town has designated in the Bid Schedule.
 - 1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion (in calendar days) times the rate for liquidated damages (in dollars per day).
 - 2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Schedule.
- 15.04 In evaluating whether a Bidder is responsible, Town will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 15.05 Town may conduct such investigations as Town deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 15.06 Any terms of the Bidder’s submittal that conflict with the language and requirements of the Town’s solicitation or that take exception to the terms, conditions, specifications and/or other requirements stated within this ITB, may cause the Bidder’s submittal to be considered nonresponsive and rejected. Exceptions may be evaluated by the Town on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation

INSTRUCTION 16: AWARD AND SIGNING OF CONTRACT

- 16.01 Notwithstanding any other provision of this ITB, the Town expressly reserves the right, when determining whether to award a contract to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to the terms and conditions of the ITB, to:
- A. Waive any immaterial defect or informality; and/or
 - B. Reject any or all Bids, or portions thereof; and/or
 - C. Reissue an Invitation to Bid; and/or
 - D. Exercise any other rights available to the Town under the terms of the ITB, the Town Code, law, or equity.

16.02 When Town issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 10 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Town. Within ten days thereafter, Town shall deliver one fully executed counterpart of the Contract to Successful Bidder.

INSTRUCTION 17: ADDITIONAL PROVISIONS

17.01 Contract Applicability: The Bidder shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific ITB. All previous agreements, contracts, or other documents, which have been executed between the Bidder and the Town, are not applicable to this ITB or any resultant contract.

17.02 Gratuities: The Town may, by written notice to the Bidder, cancel the resultant contract if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bidder or any agent or representative of the Bidder, to any officer or employee of the Town with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the Town pursuant to this provision cancels the resultant contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible Town government customers, shall not be prohibited by this paragraph.

17.03 Public Record: All offers submitted in response to this ITB, whether or not accepted by the Town, shall become a matter of public record available for public inspection, subsequent to the award notification, in accordance with the Town's Procurement Policy and Arizona's Public Records laws.

17.04 Confidential Information: If a person believes that a bid, ITB, offer, specification, or protest contains information that should be withheld, a statement advising the Town of this fact shall accompany the submission and the information shall be identified. The information identified by the person as confidential shall not be disclosed until the Town makes a written determination.

17.05 Lobbying Prohibition: Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the Town, including but not limited to the Town Council, employees, and contractors engaged to assist in the solicitation, is prohibited.

A. This prohibition is imposed from the time of the first public notice of the solicitation until the Town cancels the solicitation, rejects all responses, awards a Contractor, and otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any Town Council meeting, study session or Town committee meeting.

B. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation or Town-initiated communications for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-bid conferences, clarification of responses, presentations if provided for in the solicitation, requests for Best and Final Proposals, contract negotiations, interviews, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to Finance/Procurement Department and may be a basis for rejecting a response or disbarment of the violator by the Town. Persons and/or entities violating this prohibition may be subject to a warning letter, rejection of their response, or disbarment by the Town, in the Town's discretion, depending on the nature of the violation.

CONTRACT FOR PROJECT

TOWN OF FLORENCE

CONTRACT FOR PROJECT WU-84 WELL #4 REBUILD PROJECT

THIS CONTRACT is made and entered into on the _____ day of _____, 20____, by and between Town of Florence, an Arizona municipal corporation, hereinafter called "**Town**" and the "**Contractor**" designated below:

Town and Contractor agree as follows:

ARTICLE 1 – PARTICIPANTS, PROJECT and SITE

TOWN: Town of Florence, Arizona
Project Manager: Christopher Salas
Telephone: (520) 251-3881
E-mail: christopher.salas@florenceaz.gov

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

ENGINEER/DESIGNER: Town of Florence
425 E Ruggles Street
Florence, AZ 85132
Representative: Christopher A. Salas, P.E.
Telephone: (520)-251-3118
E-mail: christopher.salas@florenceaz.gov

PROJECT DESCRIPTION: The selected contractor will need to perform well assessment, via video, the well casing and determine if any further action is required, i.e. brush casing. The selected company will bid on well equipment, well condition assessment, well clean out, well development, and test pumping to be followed by a report and recommendation to provide and install new highly efficient pump with new motor, based upon the results of the well development and test pumping. The selected company will provide all labor and materials to address issues related to existing equipment, and/or new equipment following the well assessment, cleaning, and rehabilitation as well as any development and test pumping needed to validate well capacity.

PROJECT SITE: TOF Well Site #4, 425 E. Ruggles Street, Florence AZ 85132

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 *Contract Documents.* The Contract between Town and Contractor shall consist of the following:

Invitation to Bid	List of Subcontractors
Project Description / Scope of Work	Statutory Bid Bond
Bid Submittal Checklist	Resolution of Board of Directors
Instructions to Bidders	Non-Collusive Bidding Certification
Contract for Project	W-9
General Conditions of Contract	Attachment #1 – Plans and Technical Specifications
Town Revisions to MAG Specifications	Participation in Boycott of Israel
Insurance Requirements	Deviation / Compliance Certification
Special Provisions List	Demonstrating Lawful Presence
Bid Schedule	
Bid Tab	
Acknowledgement of Agenda	

In the event of a conflict of language between the documents, the provisions of the ITB shall govern. The ITB shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Bidder and Town are not applicable to this Contract or other resultant contracts.

2.2 *Definitions.* The definitions in Section 1 of the General Conditions apply to all the Contract Documents, including this Contract. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following: **Not applicable**

2.3 *Project Specific Conditions.* If there are any additional conditions that apply to this Project, they are set forth in the Special Provisions included in the ITB.

2.4 *Project Plans and Specifications.* **Not applicable**

ARTICLE 3 – DESIGN PHASE SERVICES

Please refer to scope of work.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 *General.*

4.1.1 Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.

4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 At all times relevant to this Contract and performance of the Work, the Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Town, the Project and the Contract, including, without limitation, those set forth in the General Conditions.

4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by Town pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4.1.5 Contractor will comply with all terms and conditions of the General Conditions.

4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.

4.1.7 *Ownership of Work Product.* Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain

the property of Town. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to Town. The rights in this Section are exclusive to Town in perpetuity.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables.

4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.2.2 Any additional items which Contractor must deliver to Town prior to commencing the Work on this Project, if any, include the following: **Not Applicable**

4.3 Pre-Construction Conference. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 Control of the Project Site. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 Project Safety. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 Materials Quality, Substitutions and Shop Drawings. All materials necessary for construction of this project shall be provided by the Contractor as part of this Contract. All materials shall be new and unused, and otherwise designed for the intended use. Contractor shall submit any substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4.8 Project Record Documents. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

4.9 Warranty and Correction of Defective Work. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 5 – TOWN RESPONSIBILITIES

5.1 Town shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

5.2 Additional services to be provided or responsibilities assumed, by Town, if any, are listed below:

5.2.1 Materials Testing (to be coordinated with Contractor).

5.2.2 Residential Notifications and Property Access (to be coordinated with Contractor).

5.2.3 Emergency Services Coordination (Police/Fire ingress/egress, to be coordinated with Contractor).

5.3 Additional Information to be provided by Town, if any, is listed below: **Not Applicable**

ARTICLE 6 – PERIOD OF PERFORMANCE (THE "POP" OR "CONTRACT TIME")

6.1 Period of Performance.

6.1.1 The Period of Performance shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth Section 6.4 below. The Notice to Proceed cannot be issued until after the approval and acceptance by Town of the Bid.

6.1.2 The Period of Performance shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Period of Performance.

6.1.3 Time is of the essence for this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule shall be deemed a material breach and be sufficient grounds for termination of this Contract by Town.

6.2 Project Schedule. The Project Schedule as set forth in the ITB and/or an Exhibit to this Contract shall be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.3 Substantial Completion. Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule, which is: See Section 6.4. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

6.4 Final Completion and Final Acceptance.

6.4.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is: **All work must be completed and ready for final payment on the 91st (Ninety First) day after issuance of the NTP.**

6.4.2 Final Completion shall be determined and Final Acceptance shall be issued pursuant to Section 6.4 of the General Conditions.

6.5 Liquidated Damages.

6.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, Town will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Town and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:

\$500.00 per calendar day.

6.5.2 Final Completion Liquidated Damages. For the same reasons set forth in Section 6.5.1 above, Town and Contractor further agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the actual date of Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion:

\$500.00 per calendar day.

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.5.1 and/or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply.

6.5.4 Town may deduct liquidated damages described in this Section 6.5 above from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to Town at the demand of Town, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

6.6.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to Town in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to Town by Contractor.

ARTICLE 7 - CONTRACT PRICE

7.1 Contact Price.

7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Town will pay Contractor the "Contract Price", which is \$_____.

7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

ARTICLE 8 – PAYMENT

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 9 – CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

11.1 Contractor shall provide Insurance as provided in the Insurance Requirement included in the ITB, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to Town prior to commencing any Work under this Contract.

11.2 Contractor shall provide performance and payment bonds to Town in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-610(A).

11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Town, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 12 – INDEMNIFICATION

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

TOWN OF FLORENCE:

CONTRACTOR:

By: _____
TARA WALTERS, MAYOR

By: _____
Its: _____

ATTEST:

Lisa Garcia, Town Clerk

REVIEWED AS TO FORM:

Clifford Mattice, Town Attorney

GENERAL CONDITIONS OF CONTRACT

These terms will be the General Conditions for any Contract entered into as a result of the ITB and are incorporated therein and shall be fully binding upon the Bidder/Contractor

SECTION 1 — SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction contracts entered into by the Town of Florence, unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of these General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Construction Manager at Risk (CM@Risk), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC).

SECTION 2 — GENERAL DEFINITIONS

2.1. The Definitions in the Invitation to Bid (ITB), the Request for Proposals (RFP), Request for Qualifications (RFQ) and/or the JOC Solicitation (JOC) giving rise to the Contract shall apply to these General Conditions and the Contract for the Project.

2.2. Change Order – A written instrument issued after execution of the Contract Documents signed by Town and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. The Contract Price and the Period of Performance (POP) may be changed only by Change Order.

2.3. Town (Owner) – Town of Florence Arizona, a municipal corporation, with whom Contractor has entered into the Contract and for whom the Services and/or Work are to be provided pursuant to the Contract(s).

2.4. Contract – The written agreement executed between Town and Contractor, including all of the Contract Documents.

2.5. Contract Documents – The documents which together form the Contract between Town and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Geotechnical Report, Drainage Report, Project Schedule, written and properly executed Change Orders, MAG Specifications and Town's amendments thereto, and any other documents so designated in the Contract.

2.6. Contract Price – The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Services or Work under the terms of the Contract.

2.7. Contractor – The person or corporation with whom Town has entered into an agreement for construction related work or services in relation to the Project at issue. As used in these General Conditions, the term Contractor includes CM@Risk and JOC under contract with Town to provide pre-construction and/or construction services.

2.8. Contractor Payment Request – The form that is accepted by Town and used by Contractor in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and/or Town. The AIA Document G702 is an acceptable example of such a form.

2.9. Construction Documents – The plans, specifications, and drawings, Geotechnical Report, Drainage Report, prepared and issued by the Design Professional and approved by Town for construction, meaning the documents are sealed by the Contractor (as required), acceptable for permitting and incorporated into the Contract by reference. All amendments and modifications to the Construction Documents must be approved in writing by Town prior to incorporation into the Contract.

2.10. Critical Path – Critical path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project shall not be changed without prior written approval of Town.

2.11. Day - Calendar day(s) unless otherwise specifically stated in the Contract Documents.

2.12. Float – The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to Town.

2.13. MAG Specifications – The latest revision of the latest edition (or the latest edition adopted by the Town) of the Uniform Standard Specifications for Public Works Construction published by MAG.

2.14. MAG Standard Details – The latest revision of the latest edition (or the latest edition adopted by the Town) of Uniform Standard Details as published by MAG.

2.15. Notice to Proceed (NTP) – A written notice given by Town to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Contract. The Notice to Proceed shall not be issued until the Contract Price is approved and accepted by Town.

2.16. Period of Performance (POP) - The number of days or the dates related to the applicable phase, Substantial Completion, and/or Final Completion as stated in Contract Documents. The Period of Performance (POP) is set forth in the Contract and is based upon the Project Schedule agreed to by Town in writing.

2.17. Project – The Project specified in the Contract (including a Job Order).

2.18. Project Manager – The Project Manager designated in Article 1 of the Contract, or any successor thereto designated by Town. The Project Manager has the authority to act on behalf of Town, as delineated and limited by the Contract Documents and applicable law. Town shall communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind Town or Town Council in contravention of any Town code, State or Federal statute or regulation, or these General Conditions.

2.19. Project Schedule – The schedule for the completion of the Project agreed to and/or required by Town and incorporated into the Contract.

2.20. Project Specific Conditions – Additional conditions which apply to the specific Project and/or Scope of Work which are set forth in the ITB.

2.21. Proposal – A Proposal submitted to the Town by a Contractor in response to an Invitation to Bid (ITB), Request for Qualifications (RFQ), a Request for Proposals (RFP) or other solicitation or request by the Town. Proposals may be Fixed Price, Guaranteed Maximum Price (GMP), Unit Price, or other form as required or requested by the Town.

2.22. Requests for Information (RFIs) – Formal written request from Contractor to Town and/or Contractor for the Project seeking clarification or additional information needed for Contractor to properly complete the Work and/or Services under the Contract. Town may require RFI's to be submitted on a specific form or in a specified format.

2.23. Schedule of Values (SOV) – The specified document prepared by Contractor, and approved and accepted by Town, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

2.24. Scope of Work (SOW) – The scope of work agreed to and/or required by Town and incorporated into the Contract as set forth in the ITB and/or an Exhibit to the Contract.

2.25. Statement of Warranty – Document stating items of the Project warrantied by the Contractor. This document shall list all tangible elements of the project to be warrantied and include time duration of warranty. This document shall be required upon Final Payment request.

2.26. Subconsultant – A person, firm or corporation having a Contract with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

2.27. Subcontractor – An individual or firm having a direct Contract with Contractor or any other individual or firm having a Contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction phase Work at the site for which Contractor is responsible. Subcontractors shall be selected through the Subcontractor selection process described in the Contract Documents, if any.

2.28. Total Float – Number of Days by which the pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

2.29. Work – The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

SECTION 3 — STANDARD SPECIFICATIONS AND DETAILS

3.1 Town operates under the latest revision of the MAG Specifications as amended by Town.

3.2 Town also operates under the MAG Standard Details, as amended by Town.

3.3 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona 85003. They may also be downloaded at their Web site: <http://www.azmag.gov> under “Publications.”

3.4 The MAG Specifications and Standard Details and Town’s amendments thereto are incorporated into the Contract.

SECTION 4 — CONTRACTOR’S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 General

4.1.1 Contractor shall construct the Work in accordance with the Contract Documents and as outlined in the Contract Documents to the satisfaction of Town, exercising the degree of professional care, skill, diligence, quality and judgment that a professional Contractor engaged, experienced and specializing in the construction of construction and/or facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to the Town would exercise at such time, under similar conditions. Contractor shall, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 Contractor shall comply with, and require all Subcontractors to comply with, the Arizona Contractors’ license laws, including all requirements with respect to being duly registered and licensed.

4.1.3 Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor warrants to Town that Contractor and all its subcontractors are in compliance and will comply with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Contractor acknowledges that a breach of this warranty by Contractor or any of its subcontractors is a material breach of this Contract subject to penalties up to and including termination of the Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of or any subcontractor who works on this Contract to ensure compliance with this warranty and may conduct random verification of the employment records of Contractor and any of its subcontractors to ensure compliance with this warranty. Town will not consider Contractor or any of its subcontractors in material breach of the foregoing warranty if Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the EVerify requirements prescribed by Arizona Revised Statutes § 23-214(A). The provisions of this Section must be included in any agreement Contractor enters into with its subcontractors who provide services under this 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. Breach of this warranty shall constitute a material breach of the contract and shall subject the Contractor to penalties including termination of the Contract at the sole discretion of the Town.

4.1.4 Contractor further understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor understands and Acknowledges that it must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees," and A.R.S. §§ 1-501 and 502.

4.2 Contractor’s Pre-Contract and Pre-Work Deliverables

4.2.1 Before beginning any Work under the Contract, Contractor shall execute the Contract and deliver to Town the items listed in Sections 4.2.3 and 4.2.4 below, and the Contract must be executed by Town. Failure to do so will be a material breach of the Contract entitling Town to terminate the Contract for Cause.

4.2.2 When Contractor delivers the executed Contract to Town, Contractor shall also deliver to Town such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by Town) required under Section 11 of these General Conditions, and as the Contract requires.

4.2.3 Government Approvals and Permits. Contractor shall obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the plans and in the specifications. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices. Copies of all permits and the associated notices must be provided to Town prior to starting the permitted activity.

4.2.4 Contractor shall provide a proposed Project Schedule, in Gantt Chart format and created with a bona-fide scheduling software product such as MS Project, as part of their Bid Submittal package. Failure to submit this document shall serve as grounds for disqualification from bidding. MS Excel-type spreadsheet chart submittals are not acceptable and will be rejected. The Gantt Chart shall include a CPM (Critical Path Method) element. This Gantt Chart shall be maintained and updated weekly by Contractor during construction and presented/submitted to the Project Manager at a weekly regularly-scheduled progress meeting to be held at a mutually agreeable location.

4.3 Pre-Construction Conference

4.3.1 Prior to the commencement of any Work, Town may schedule a Pre-Construction Conference.

4.3.2 Prior to the Pre-construction Conference, Contractor shall provide the Project Team with a Schedule of Values in a form specified by Town reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values shall not be greater than the Contract Price and shall identify Contractor's Contingency, if applicable. The Schedule of Values shall be reviewed at the Pre-Construction Conference and revised in response to comments and questions from Town. Once accepted by Town in writing, the Schedule of Values for the Project will not be changed without the prior written approval of Town.

4.4 Performance of the Work (including Field Measurements, Subcontractors, and Suppliers)

4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of Town or a separate Contractor, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Contract Documents.

4.4.2 Contractor's Superintendent shall be present at the Site at all times that material Work under this Contract is taking place. Contractor's Superintendent or designee shall be present at the Site at all times any other Work under this Contract is taking place. All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

4.4.3 Before ordering materials or doing work, Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Contract Documents, including the drawings.

4.4.4 If Contractor observes error, discrepancies or omissions in the Contract Documents, it shall promptly notify the Contractor and Town and request clarification. Contractor shall be liable to Town for damages resulting from error, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission or difference and fails to report it to Town, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, it does so at its own risk.

4.4.5 In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the Site all dimensions relating to such existing or other work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by Contractor without any increase in the Contract Price. Any design errors or omissions noted by Contractor during this review shall be reported promptly to Town.

4.4.6 Contractor shall be responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Town and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.7 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of Town. Any substitute or replacement Subcontractor or Supplier shall be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by Town, Contractor will follow that plan unless otherwise approved by Town in writing.

4.4.8 Contractor shall not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to Town, and receiving prior written approval of the change from Town, which approval will not be unreasonably withheld.

4.4.9 Subcontractors whose scope of work has a value greater than 15% of the total Contract Price may be required to furnish performance and payment bonds to Contractor if directed in writing by Town.

4.5 Control of the Project Site

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Town to occupy the Project or a portion of the Project for its intended use

4.5.2 Contractor shall take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of Town and in accordance with the requirements of the Pinal County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor shall be responsible to Town for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a Contract with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.6 Project Safety

4.6.1 Contractor is responsible for safety of the job site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the site.

4.6.2 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.3 Contractor shall provide a "competent person" as required by O.S.H.A regulations. The "competent person" shall be identified at the Pre-Construction Conference with Town advised in writing of any changes.

4.6.4 Contractor and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any Town specific safety requirements set forth in the Contract Documents, provided that such Town-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.5 As between Town and Contractor, Contractor is responsible to Town for any and all the safety issues relating to the Work on the Project. Contractor shall administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor shall monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards.

4.6.6 Contractor shall maintain and have sole responsibility for safety on the job site.

4.7 Materials Quality, Substitutions and Shop Drawings

4.7.1 Quality Control and Quality Assurance Testing. All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by Town. Any material rejected by Town shall be removed immediately and replaced in an acceptable manner to Town at no additional cost to Town. When QC/QA tests indicate noncompliance with the Contract Documents, retesting shall be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.2 Shop Drawings (Where applicable)

4.7.2.1 Contractor shall prepare and submit Shop Drawings which show details of all work to insure proper installation of the Work using those materials and equipment specified under the Approved Plans and Specifications.

4.7.2.2 A schedule of Shop Drawing submissions shall be submitted with the Project Schedule for Town approval that avoids bulk submissions to the extent reasonably possible. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications. The schedule of Shop Drawing submissions shall include all of the items for which Shop Drawings are required by the Contract Documents, including the Specifications.

4.7.2.3 Shop Drawings shall be numbered consecutively for each specification section and shall accurately and distinctly present the following:

- (a) All working and erection dimensions.
- (b) Arrangements and sectional views.
- (c) Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- (d) Kinds of materials and finishes.
- (e) Parts list and description thereof.

4.7.2.4 Contractor shall schedule, prepare and submit all shop drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the Project Site in a timely manner so as to not delay the complete performance of the work.

4.7.2.5 The review of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract. No construction called for by Shop Drawings shall be initiated until such drawings have been reviewed and approved by Town.

4.7.3 Long Lead Time Items. Contractor shall submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within ten (10) days after execution of the Contract. In addition, Contractor shall order all long lead items to be furnished and installed as part of this Project within (3) days after receiving approved Shop Drawings. For all long lead times for which shop drawings are not required, Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.8 Project Record Documents (Not applicable)

4.8.1 During the construction period, Contractor shall maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings (if applicable) for Project Record Document purposes.

4.8.2 Contractor shall mark these drawings to indicate the actual installation where the installation varies from the original Construction Documents. Contractor shall give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- (a) Dimensional changes to the Drawings.
- (b) Revisions to details shown on Drawings.
- (c) Locations and depths of underground utilities.
- (d) Revisions to routing of piping and conduits.
- (e) Actual equipment locations.
- (f) Changes made by Change Order or Addendum.
- (g) Details not on original Contract Drawings.

4.8.6 Contractor shall submit Project Record Drawing sets and Shop Drawings (if applicable) to Town or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from Town, Contractor shall correct any deficiencies and/or omissions to the drawings and submit the final "As-Built" original of the Project Record Drawings to Town

in both electronic PDF format as well as Architectural "D" sized paper plans (24" x 36"), prior to Final Acceptance and as a condition of Final Acceptance.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and shall be the sole judge of acceptance of these drawings.

4.9 Warranty and Correction of Defective Work

4.9.1 Contractor warrants to Town that the construction of the Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans and specifications and all other terms and conditions of the Contract Documents, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

4.9.2 The date of Substantial Completion shall be the beginning of the Warranty period, irrespective of early completion by some Subcontractors of their work. Contractor shall furnish extended warranties for facilities placed in service before Substantial Completion and that expire no earlier than one year beyond Substantial Completion, except as otherwise required in the Contract Documents.

4.9.3 Contractor's warranty obligation shall be in accordance with MAG Specifications.

4.9.4 In addition, unless otherwise specified in the Contract Documents, Contractor and Subcontractors shall provide to Town all of the following written warranties that apply to the Work, in a form acceptable to Town.

- General Warranty — One (1) year.
- Mechanical Contractor — Two (2) years.
- Plumbing Contractor — Two (2) years.
- Electrical Contractor — Two (2) years.
- Roofing Contractor — Two (2) years.
- Roofing Manufacturer — Ten (10) years.
- Caulking — One (1) year.
- Steel Joists, Certificate of Manufacture.
- Exterior Metal Wall System — Five (5) years.
- Painting — One (1) year.
- Termite — Five (5) years.
- Sheet Metal: Zinc coating thickness on hot-dipped galvanized.
- Metals- One (1) year.
- Acoustical Tile — Five (5) years.
- Resilient Floor Covering — One (1) year.

4.9.5 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty which provides Town with greater warranty rights than set forth in this Section or the Contract Documents. Contractor will provide Town with all manufacturers' warranties prior to Final Acceptance.

4.9.6. A progress payment, or partial or entire use or occupancy of the Project by Town, shall not constitute acceptance of Work not in accordance with the Contract Documents.

4.9.9 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, Contractor shall obtain and provide to Town all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. Town and the user of the facility shall have the right to the full value and benefit of all such warranties. Contractor will ensure all such warranties are fully transferrable to facilitate the full value of this Section 4.9.

SECTION 5 — TOWN'S RESPONSIBILITIES

5.1 Town Project Manager. Project Manager is responsible for providing Town-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Contract Documents.

5.2 Contractor Services. Town may contract separately with one or more Contractors to provide construction administration of the Project. The Contractor's Contract, as well as other firms hired by Town shall be furnished to

Contractor. Contractor shall not have the right to limit or restrict or reject any Contract modifications that are mutually acceptable to Town and Contractor.

5.3 Materials Testing. Town shall be responsible for all materials testing and associated costs. The Project Manager, or their designated representative, shall be the sole authority for authorizing and requesting testing or other observation services.

5.4 Residential Notifications and Private Property Access. Town shall be responsible for notification to local residents affected by access issues to their property during construction. The Contractor agrees to communicate and coordinate with Town in these efforts, and to make a best effort to minimize property ingress/egress issues during the course of construction.

5.5 Emergency Services Access Coordination. Town shall be responsible for notifying and coordinating access restrictions and other service-limiting issues for Police, Fire and EMS services. This item is of particular importance due to the Town Fire Department having its primary ingress/egress on 1st St. at Pinal St. The Contractor agrees to schedule and coordinate any and all construction activities and access restrictions with Town as it may impact or affect Police, Fire and EMS services.

SECTION 6 — Period of Performance (POP)

6.1 Period of Performance (POP).

6.1.1 The Period of Performance (POP) shall start with the Notice to Proceed (“NTP”) and end with Final Acceptance, as set forth in Section 6.4 below.

6.1.2 The Notice to Proceed shall be issued in accordance with MAG Specifications § 108.

6.1.3 The Period of Performance (POP) shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Period of Performance (POP).

6.1.4 Time is of the essence of this Contract, for the Project, for the Work, and for each phase and/or designated Milestone thereof.

6.2 Project Schedule.

6.2.1 The Project Schedule shall be updated and maintained throughout the Contract Time.

6.2.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time shall be effective unless approved in advance by Town.

6.2.3 An updated Project Schedule shall be submitted monthly to Town as part of the Payment Request. This requirement shall be independent of any other Project Schedule submittal requirements.

6.2.4 Contractor shall provide Town with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Contract Time.

6.2.5 Acceptance of a submitted schedule by Town should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of Contractor. Town’s review shall not relieve Contractor from compliance with the requirements of the Contract Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

6.2.6 Critical Path Method (CPM)

6.2.6.1 Unless otherwise specified in the Contract, the Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.6.2 The CPM diagram schedule shall be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format such as a Gantt Chart for the Project as a whole. MS Excel spreadsheets and the like shall not be an acceptable format or medium for conveying graphical schedule information.

6.2.7 Float Time

6.2.7.1 The total Float Time within the overall schedule is for the exclusive use of Town, but Town may approve Contractor's use of Float as needed to meet contract Milestones and the Project completion date.

6.2.7.2 Contractor shall not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

6.2.7.3 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional Compensation shall be given for any rain-related delays or impacts on the Work or the Project Schedule. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor.

6.3 Substantial Completion.

6.3.1 When Contractor considers that the Work, phase or a portion thereof, which Town agrees to accept separately, is substantially complete, Contractor, in conjunction with the Inspector, shall prepare and submit to the Project Manager a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment

6.3.2 Upon receipt Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Contract Documents so that Town can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager.

6.3.3 Certificate of Substantial Completion. The Project Manager shall not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for use by Town for its intended purpose, opening to the general public, full occupancy or use by Town (including, without limitation, streets, sidewalks, driveways, curb and gutter, drainage channels, fencing, pavement striping, and/or all areas serving the general public, as applicable, shall be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; site work complete; paving completed, signage installed, and/or other work as applicable, has been performed to a similar state of essential and satisfactory completion. In no event shall Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate governmental authorities (as applicable) and (ii) all terms and Work required under this Contract have been fulfilled by Contractor and same shall have also been approved an accepted by Town, subject only to the Punch List Items.

6.4 Final Acceptance and Final Completion.

6.4.1 Unless otherwise expressly agreed to in writing by Town, Final Completion must be obtained by no later than 30 calendar days after the date of Substantial Completion. Failure to timely obtain Final Completion will be a material breach of the Contract.

6.4.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, Town and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial

acceptance. Certificate of Final Completion shall not be issued and Final Acceptance shall not occur until all items of work, including Punch List Items, have been completed to Town's satisfaction as reflected in the written Final Acceptance.

6.4.3 Final Payment under Section 8.4 below shall not be due, owing, or paid by Town until Final Completion is obtained.

SECTION 7 — CONTRACT PRICE

7.1 Fixed Price Contracts. The Contract Price for all Fixed Price Contracts shall be the amount set forth in the Contract.

7.2 Town Sales Tax. Contractor is required to pay Town Sales Tax on any contracting activity done for the Town, and this cost shall be included in all Contract Prices.

SECTION 8 — PAYMENT

8.1 Payment for Construction Services.

8.1.1 Subject to the terms of the Contract Documents, including this Section 8, payment for the Work will be made in accordance with MAG Specifications § 109 as amended below.

8.1.2 In MAG Specifications § 109.7 (A), replace the first paragraph of the subsection with the following:

Town will make monthly progress payments during the course of the Contract. The payments (estimates of work completed) will be prepared by Contractor on form provided by Town, and approved by Project Manager. The monthly payment cycle will start with the date of the Notice to Proceed. Town may process payments more frequently if requested by Contractor and agreed to in writing by Town.

8.1.3 Payments shall be made pursuant to A.R.S. § 34-221 and/or § 34-609, as applicable.

8.1.4 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-221(C)(3) and/or §34-609(B)(3), subject to all of Town's rights to withhold or offset payments, and/or other rights of Town, under the Contract.

8.1.5 Town reserves the right under A.R.S. § 34-221(C)(3) and/or § 34-609(B)(3) to reinstate the ten percent (10%) retention if Town determines that satisfactory progress is not being made.

8.2 Final Payment. Subject to all of Town's rights to withhold or offset payment, and other rights under the Contract, Final Payment including remaining retainage shall be paid only after: (i) the Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by Town; (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings (including the Building Information Model, if required by the Contract Documents), plans and specifications have been delivered to Town; (iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor and Town; (iv) all conditions and requirements imposed by Town or any financing entity for the corresponding disbursement have been met; (v) Contractor supplied Statement of Warranty; and (vi) Contractor delivers to Town a Contractor Payment Request Form requesting Final Payment.

8.3 Town's Right to Withhold Payment. Town may withhold payment to such extent as may be necessary in Town's opinion to protect Town from loss for which Contractor is responsible, including, without limitation:

- i. Defective Work not remedied;
- ii. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Town is provided by Contractor;
- iii. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- iv. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- v. Damage to the Town or another Contractor;

- vi. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- vii. Persistent failure to carry out the Work in accordance with the Contract Documents.

8.4 Joint/Direct Checks. Payments to Contractor shall be made by checks payable directly to Contractor or their Surety Bond Company only.

8.5 Payment Not A Waiver. No payment (nor use or occupancy of the Project by the Town) shall be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of Town.

8.6 Liens and Bond Claims. Contractor shall make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and shall promptly furnish evidence of such payments as Town may require. Contractor shall pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of Town, or against payments due from Town to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of Town, against payment due from Town to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless Town from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.7 Financial Record-Keeping and Town's Audit Right.

8.7.1 Records for all Contracts between Town and Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Town or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after Final Payment or longer if required by law.

8.7.2 Town, its authorized representative, and/or the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at Town's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 — CHANGES TO THE CONTRACT

9.1 Extra Work/Changes in the Work.

9.1.1 Town reserves the right to make such changes in the plans and specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated herein.

9.1.2 Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by Town, has been executed by Town prior to starting the additional work.

9.1.3 Any agreement which modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

9.2 Accuracy of Change Order Pricing Information. Signature by the contracting parties shall constitute full accord and satisfaction between Town and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Contract agreed to in writing.

SECTION 10 — SUSPENSION AND TERMINATION

10.1 Suspension. Town may suspend the Contract and/or Contractor's performance in accordance with MAG Specifications § 105.1.

10.2 Termination by the Town for Cause.

10.2.1 MAG Specifications § 108.11 applies to the Contract.

10.2.2 Town may also terminate the Contract if Town determines, in its sole discretion, that Contractor has:

- (a) Refused or failed to supply enough properly skilled workers or proper materials;
- (b) Failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;
- (c) Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- (d) Otherwise breached a provision of the Contract Documents or any other contract between Town and Contractor.

10.2.3 When any of the above reasons exist, Town may terminate the Contract, without prejudice to any other rights or remedies of Town, after giving Contractor and Contractors' surety, if any, seven (7) days' prior written notice of Town's intent to terminate the Contract and Contractor's failure to cure any such reasons. Upon such termination, Town may: (1) take possession of the Site and of all materials thereon owned by Contractor; and/or (2) finish the Work by whatever reasonable method Town may deem expedient. When Town terminates the Contract for one of the reasons state above, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price, excluding any remaining Contingency existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by Town, such excess shall be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor shall pay the difference to Town. This obligation for payment shall survive termination of the Contract.

10.3 Termination by Town for Convenience. Town may also terminate the Contract at any time for its convenience upon seven (7) days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, Town shall pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from Town to Contractor.

10.4 A.R.S. § 38-511. The Contract is subject to, and may be terminated by Town in accordance with, the provisions of A.R.S. § 38-511.

10.5 Non-Appropriation. Town is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If Town determines that it does not have funds to meet its obligations under the Contract, Town shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

10.6 Under no circumstances shall Town have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

SECTION 11 — INSURANCE AND BONDS

11.1 Insurance Requirements.

11.1.1 Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in the Town's Insurance Requirements, as modified by any applicable Special Provisions, of the Contract.

11.1.2 Town may, in the Contract Documents, designate additional insured(s) along with Town (and their respective employees, members, representatives, agents and affiliates) on all required insurance policies, and all coverage

applicable to Town under this Section 11.1 and the Insurance Requirements in the Town's Insurance Requirements shall apply to such designated additional insured(s) as well.

11.2.3 Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.

11.1.4 Subcontractors. Contractor's certificate(s) shall include all Subcontractors as additional insureds under its policies or Contractor shall furnish to Town separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements set forth in the Contract Documents, including the Town Insurance Requirements.

11.2 Bonds and Other Performance Security.

11.2.1 Prior to execution of the Contract, Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.2.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds.

11.2.3 The bonds shall be made payable and be acceptable to Town. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, *et seq.*

11.2.4 All bonds submitted for this Project shall be provided by a company which has been rated AM Best rating of A or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)' published by the A.M. Best Company.

11.2.5 Personal or individual bonds are not acceptable.

SECTION 12 - INDEMNIFICATION

12.1 To the fullest extent permitted by law, Contractor, its successors and assigns shall defend, indemnify and hold harmless the Town and its agents, representatives, officers, directors, officials and employees from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. Contractors' duty to defend, indemnify and hold harmless Town and its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

12.2 Contractor shall also defend, indemnify and hold harmless Town, the Contractor, any jurisdiction or agency issuing permits for any work involved in the Project and their consultants and each of their directors, officials, representatives, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorney's fees and other costs including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

12.3 The indemnified party shall have the right to approve the legal counsel selected by Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

12.4 The defense, indemnification, hold harmless provisions and Town's Liability Insurance set forth herein shall survive any termination of the Contract.

SECTION 13 — DISPUTE RESOLUTION

13.1 Informal Dispute Resolution. The parties to the Contract agree that time is of the essence in relation to performance of the Contract and completion of the Project, therefore any and all disputes in relation to the Contract will

initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative (“DRR”) process set forth below, which is intended to be an expedited process.

13.2 Dispute Resolution Representative (DRR) Process.

13.2.1 The Parties under the Contract agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project (Claim or Claims) shall, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the “DRR Process”).

13.2.2 The DRR Process shall be initiated through service of a DRR Notice as set forth below:

(a) for claims by the Contractor or the Design Professional, the DRR Process shall be initiated by the party asserting the claim serving written notice on the Town setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project; (ii) the specific relief requested, the amount thereof, and how such was calculated; (iii) the parties involved in the Claim, and how they are involved; (iv) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and (v) efforts made to date to resolve the Claim.

(b) For claims by the Town, the DRR process will be initiated by the Town providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested.

(c) The DRR Notice shall be hand-delivered and e-mailed to the other parties’ designated Dispute Resolution Representatives.

13.2.3 The other parties shall respond in writing to the DRR Notice (DRR Response) within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response shall be hand-delivered and e-mailed to the other parties’ Dispute Resolution Representatives.

13.2.4 The designated Dispute Resolution Representatives for the Parties to the claim shall then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

13.2.5 At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

13.2.6 The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

13.2.7 Unless otherwise designated in a written notice to the other parties, the Project Manager and the representatives of the Contractor and of the Design Professional shall act as the parties’ designated Dispute Resolution Representatives.

13.2.8 If a resolution of the Claim is reached, that resolution shall be set forth in writing and shall be signed by the Parties’ designated Dispute Resolution Representative. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

13.3 Mediation.

13.3.1 Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under 13.2.4 above, or after the DRR is terminated pursuant to 13.2.5 above, whichever is earlier, shall be submitted to mediation as a condition precedent to litigation by either party.

13.3.2 The mediation shall be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Pinal County Superior Court to appoint a mediator. The mediation shall occur within forth (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

13.3.3 The qualifications for the mediator shall be that they be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

13.3.4 Each party shall provide to the other party and the mediator all of the information and documentation required under 13.2.2 and 13.2.3 above, together with any additional information and documentation which the party believes relevant. In addition, the parties shall exchange, and provide to the mediator such additional memoranda, information and/or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

13.3.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Florence, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction thereof.

13.4 Arbitration.

13.4.1 If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then current Construction Industry Arbitration Rules of the AAA, but not administrated or conducted by the AAA, which arbitration shall be held in Pinal County, Arizona, utilizing a single arbitrator selected by the parties, unless the parties agree, in writing, to an alternative arbitration procedure.

13.4.2 If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed and the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the Arbitrator, and thereafter the arbitration shall be administered by the AAA.

13.4.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction related practice, and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

13.4.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

13.4.5 In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than exchange of documents, designation of witnesses and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims), and no more than 3 depositions and 1 expert per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

13.4.6 The prevailing party in any arbitration or court proceeding under this Contract shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

13.4.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

13.4.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

13.4.10 Any award by the arbitrator shall not include any consequential or punitive damages.

13.4.11 The award entered by the arbitrator shall be a reasoned award.

13.4.12 The award entered by the arbitrator shall be final and judgment may be entered thereon in the Arizona Superior Court.

SECTION 14 — MISCELLANEOUS PROVISIONS

14.1 Assignment. Neither Contractor nor Town shall, without the written consent of the other assign, transfer or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

14.2 Governing Law and Venue. In the performance of the Contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, Pinal County, and the Town, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county or local laws applicable to the Contract. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Pinal County, Arizona and both parties consent to jurisdiction and venue in such court for such purposes.

14.3 Survival. All warranties, representations and indemnifications by Contractor shall survive the completion or termination of this Agreement.

14.4 No Waiver. The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.5 Project Communications.

14.5.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract.

14.5.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative, but e-mail communications are not binding upon Town and cannot change the terms of the Contract or the scope of work, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

TOWN REVISIONS TO MAG SPECIFICATIONS

- 1. Adoption of the MAG Specifications:** The Uniform Standard Specifications and Details for Public Works Construction issued by the Maricopa Association of Governments (“MAG Specifications”) have been adopted by the Town and shall apply to the Work, to the extent applicable. In addition, to the extent the Town has adopted its own Town Specifications, and/or Supplements and/or Modifications to the MAG Specifications (collectively the “Town Specifications”), those Town Specifications shall apply to the Work when and where appropriate and Contractor shall fully comply therewith. Any questions or concerns the applicability of any specific MAG or Town Specification to the Work shall be directed in writing to the Project Manager.
- 2. ITB, Contract, General Provisions, Special Provisions, and/or Specifications for the Project:** To the extent there is any conflict between: (i) the ITB, the Contract, the General Provisions to the Contract, the Special Provisions, and/or the Specifications for the Project; and (ii) the MAG Specifications as amended by the Town, the specific provision applicable to the Project set forth in the Contract Documents enumerated in (i) prevail.
- 3. Specific Revisions to MAG Specifications:** The following special provisions modify the sections of the MAG Specifications.

Section 102.3 INTERPRETATION OF QUANTITIES IN PROPOSAL

Add the following at the end of the section:

Notwithstanding any other provision in the Contract Documents, Contractor shall not be entitled to increase the unit prices on any basis, including increases, decreases or reallocation of any quantities, no matter what the quantum of the increase, decrease or reallocation may be.

Section 102.12 DISQUALIFICATION OF BIDDERS

Add a new paragraph (C), to read as follows:

(C) Submission of any unit prices in the bid proposal which are unbalanced, either above or below the amount of a reasonable bid price as determined by the Town Engineer, to the potential detriment of Town.

Section 104.2 ALTERATION OF WORK

Delete the second paragraph in Section 104.2.1 in total, and replace with the following:

No payment will be made for any changes in the Work, whether initiated by the Town, the Engineer, or Contractor, unless and until a written change order has been fully executed and approved by the Town.

Delete Section 104.2.2 in its entirety.

In Section 104.2.3, delete the following from the first paragraph in Section 104.2.3:

“... and payment will be made in accordance with the provisions set forth in Section 109.”

Section 105.4 COORDINATION OF PLANS AND SPECIFICATIONS

Add the following:

For any apparent error or omission in the plans and specifications, such corrections by the Town Engineer may include adjustments in units, quantities and unit prices.

Section 108.1 NOTICE TO PROCEED

Add the following subsection:

(C) Work shall not start until the contract has been executed by both the Contractor and the Town. The Contractor shall begin work as soon as practical after the starting date specified in the Notice to Proceed. All work under the contract shall be completed within the number of calendar days stated in the proposal, plus extensions, beginning the day following the starting date specified in the Notice to Proceed.

Section 108.11 TERMINATION OF CONTRACT

Add the following at the end of the first paragraph:

The Town may also terminate the Contract for its convenience without cause. Contractor shall only be entitled to payment for the actual costs of Work actually completed as of the date of termination, and no payment shall be due or made for any anticipated costs, profits, overhead or other costs not actually incurred, and no payment shall be paid for idle time or labor cost, legal or accounting charges, claim preparation charges, subcontractor costs, lost profits, general conditions or overhead, bidding and/or project investigation costs, acceleration or efficiency claims, or any other additional expense or claim related to the termination.

Section 109.4 COMPENSATION FOR ALTERATION OF WORK

Before Section 109.4.1, add the following:

Any deduction or increase in the Contract Price must be supported by a signed, written change order fully executed by the Town, and supported by such backup as the Engineer, Project Manager, and the Town may require. No adjustments in any unit prices will be allowed.

Delete Sections 109.4.1(A) and (B) and 109.4.2(A) in their entirety.

Section 109.9 DOLLAR AMOUNT OF MAJOR ITEM

Delete in its entirety.

Section 110 NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION

Delete the entire section and replace with the following:

All claims and disputes shall be resolved pursuant to § 13 of the General Conditions.

INSURANCE REQUIREMENTS

1. **Contractor's Obligation:** Contractor shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Contractor and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. **General Liability Coverage:** Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.
3. **Coverage Amounts:** Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Employer's Liability	\$500,000-\$1,000,000
Contractors General Liability	
a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Excess or Umbrella Liability	
1.) General Aggregate per job	\$3,000,000
Per policy year	\$5,000,000
2.) Each Occurrence per job	\$3,000,000
Per policy year	\$5,000,000
Automobile Liability	
a. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
c. Combined Single Limit	\$1,000,000
Contractual Liability	
a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
b. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Workman's Compensation	
a. Bodily Injury by Accident each accident	\$1,000,000
b. Bodily Injury by Disease each employee	\$1,000,000
c. Bodily Injury by Disease policy limit	\$1,000,000

4. Additional Provisions:

- A. **Additional Insured:** Contractor shall name the Town of Florence as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate(s) of Insurance.
- B. **Cancellation Notice of Material Change of Coverage:** Contractors' required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the Town of Florence.
- C. **Certificate(s) of Insurance:** Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by the Town. Contractor is responsible for obtaining Certificates of Insurance establishing that Contractor and all subcontractors have complied with insurance requirements

previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.

- D. Rating of Insurance Company(ies): Any and all insurance company(ies) supplying coverage to Contractor must have no less than an "A" rating in accordance with the A.M. Best rating guide.
- E. Deductible: Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- F. Rental Equipment: In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. Personal Property: In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.
- H. Waiver of Subrogation: Town and Contractor waive all rights against each other and Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.
- I. Right to Require Higher Limits: Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.
- J. Waiver of Requirements: The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the Town.

SPECIAL PROVISIONS LIST

The Plans, Details, Specifications and any other Special Provisions applicable to the Project (Special Provisions) are listed below;

List of Special Provisions:

Plans: Not Applicable

Details: Not Applicable

Specifications: Not Applicable

Other Special Provisions: No Additional

BID SCHEDULE

TOWN OF FLORENCE
CONTRACT FOR PROJECT
CIP WU-84 WELL #4 REBUILD

THIS BID IS SUBMITTED BY:

a(n) _____ (Corporation, Limited Liability Company, Partnership, Joint Venture, Sole Proprietorship, Individual), holder of an Arizona Registrar of Contractor's license: ROC# _____, classification _____

NAME

TITLE

DATE

(Failure to fill in the information above, regarding the Bidder being a holder of Arizona State Contractor's License is grounds for rejection of the bid.)

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts:

BID TAB

Project Name: WELL #4 REBUILD PROJECT
Project No.: CIP WU-84
Location: TOWN OF FLORENCE
Description: REBUILD OF WELL #4 PUMP

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
1	Bowl Assembly (SP11-6) NSF Compliant	EA	1		
2	Column Pipe 8' x 20'	EA	18		
3	L.B. Tube & Shaft Assembly 2 ½ x 1 ½	EA	18		
4	Rubber Centering Spiders 2 ½ x 8"	EA	7		
5	Head Nipple 8" x 2'	EA	1		
6	Stretch Tube 2 ½ x 29"	EA	1		
7	Headshaft 1 ½ x 60"	EA	1		
8	Thread Compound - Gallon	EA	1		
9	Motor Wiring Materials	MISC	1		
10	Oil Line and Dual Dripper Assembly	EA	1		
11	Shop Materials	MISC	1		
12	SCH 120 PVC Sounding Line – ¾"		360'		
13	Stainless Steel Banding & Buckles	EA	1		
TOTAL					

STATUTORY BID BOND

STATUTORY BID BOND PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1 OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereafter "Principal"),
as Principal, and _____, a corporation organized and existing under the
laws of the State of _____, with its principal offices in the City of _____,
(hereafter "Surety"), as Surety, are held and firmly bound unto the
_____ (hereafter "Obligee"), in
the amount of _____ (Dollars)
(\$ _____), for the payment whereof, the said Principal and Surety bind themselves,
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 20_____.

SEAL

PRINCIPAL

BY: _____
SURETY

BY: _____
AGENCY OF RECORD

RESOLUTION OF BOARD OF DIRECTORS

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS OF

(Name of Corporation)

RESOLVED that _____, _____ of
(Person Authorized to Sign) (Title)

_____ ("Corporation") is authorized to sign and submit the bid or proposal of this corporation for the following project:

TOWN OF FLORENCE: Well #2B Outfitting (WU-23)

The foregoing is a true and correct copy of the resolution adopted by the Corporation at the meeting of its Board of Directors

held on the _____ day of _____, 20_____.

By _____

Title _____

(SEAL)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT #1

PLANS AND TECHNICAL SPECIFICATIONS

Not Applicable

PARTICIPATION IN BOYCOTT OF ISRAEL

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the Town of Florence from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the Town in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means the Town of Florence("Town"), a political subdivision of this STATE or an agency, board, commission or department of this Town or a political subdivision of this Town
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors/vendors must select one of the following and thereby certify that:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this certification, proposer agrees to indemnify and hold the Town of Florence, its agents and employees, harmless from any claims or causes of action relating to the Town's action based upon reliance on the above representations, including the payment of all costs and attorney's fees incurred by the Town in defending such an action.

Company Name		
Address		
City	State	Zip

Signature of Authorized Person
Printed Name of Authorized Person
Title of Authorized Person

DEMONSTRATING LAWFUL PRESENCE

Town of Florence
P.O. Box 2670 Florence, AZ 85132
(520) 868-7500
Demonstrating Lawful Presence

Bids, Proposals or Qualifications

Arizona Revised Statutes 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits". Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefits to submit at least one of the following documents demonstrating "lawful presence" in the United States.
 The Principal of each group, consultant, or organization will complete this form.

Check the box next to the document indicating lawful presence.

	An Arizona driver license issued after 1996 or an Arizona non-operating identification license
	A driver license issued by a state that verifies lawful presence in the United States. (See Overview of State's Driver's License Requirements)
	A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
	A United States certificate of birth abroad.
	A United States passport.
	A foreign passport with a United States visa.
	An I-94 form with a photograph.
	A United States citizenship and immigration services employment authorization document or refugee travel document.
	A United States certificate of naturalization.
	A United States certificate of citizenship.
	A tribal certificate of Indian blood.
	A tribal or Bureau of Indian affairs affidavit of birth.

****Attach copy of document to this sheet.**

 Signature of Applicant

 Date

 Signature of Municipal Employee

 Date

Town of Florence
PUBLIC NOTICE
Well #4 Rebuild Project
425 E. Ruggles Street, Florence AZ 85142

The Town of Florence is looking to obtain bids from qualified contractors. The Town operates its own water and waste water utilities and is in need of a contractor to perform maintenance on a potable water well.

Scope of Work

Well #4 is located at the Public Works Yard located at 425 E. Ruggles, Florence Arizona 85132. Well #4 has been previously pulled and all equipment is available for viewing onsite. In order to have accurate bids that will allow the Town to compare 'apples to apples', the Town will provide an assumed complete list of materials needed to rebuild the well. Prices should be all inclusive; Eg. Labor, materials, taxes, performance and payment bonds. The Town will also be asking for a separate complete itemized list of the bidder's estimate of necessary improvements.

Bid Schedule

Posted to Town Website: Friday October 26, 2018
Mandatory Job Walk: Monday November 5, 8:00am, 2018
Questions due: Wednesday November 7, 2:00pm, 2018
Answer Addendum posted: Friday November 9, 2018
Bids Proposals Due: Friday November 16, 2:00pm, 2018

Proposals

To be considered, one (1) original and two (2) copies of the proposal must be provided and in accordance with the Instructions to Bidders included in the bid package.

Sealed bids will be received in the office of the Town Clerk, Florence Town Hall, 775 North Main Street until 2:00 p.m., on Friday, November 16, 2018, at which time all bids received will be opened and the amount of the total bid and alternates read aloud. Failure of the proposer to complete all bid documents may result in rejection of the proposal. All bids should be identified as "Sealed Proposal – Well #4 Rebuild Project."

The Town will conduct a mandatory job walk inspection on **Monday, November 5, 2018** beginning at **8:00 a.m.** Interested bidders should meet at the Florence Public Works Building, 425 E Ruggles Street, Florence, AZ.

For additional information on plan and spec review locations and how to obtain plans and specifications, as well as additional bidding procedures please **e-mail:**
susan.jonas@florenceaz.gov.

The Town of Florence reserves the right to accept the lowest, responsible bid; to consider alternatives; to reject any or all bids; and to waive irregularities of information in any bid. Bids received after the specified time of closing will be returned unopened.

PO #
50977

PRINTERS

INVOICE

PUBLISHERS

200 West Second Street
Casa Grande, Arizona 85122



Phone (520) 836-7461
Fax (520) 836-0343

Ruth A. Kramer, President

TOWN OF FLORENCE
SUSAN JONES
PO BOX 2670
FLORENCE, AZ 85132

NOVEMBER 08, 2018
OUR ORDER NO. 3017
CUSTOMER ORDER NO.

Paid

EQUIPMENT TO DO FINE PRINTING - CRAFTSMEN WHO DO IT

DESCRIPTION	PRICE
PUBLIC NOTICE PUBLICATION: PUBLIC NOTICE / WELL #4 REBUILD PROJECT	
Received by <u>Susan Jones</u> 11/28/18 <small>Inspected with same reasonable care, skill, and diligence that represents a standard of care in similar circumstances. Member of Class for Profession</small> -Have learning and skill in similar locality and circumstances -Use care and skill in similar locality and circumstances -Use reasonable diligence and best judgment -To accomplish purpose for which requisition was intended	
PUBLISHED TWO (2) TIMES 8.25 INCHES PER PUBLICATION	
8.25 INCHES @ \$5.76 PER INCH	\$ 47.52
8.25 INCHES @ \$5.24 PER INCH	\$ 43.23
	\$ 90.75
	TAX 2% \$ 1.82
	TOTAL \$ 92.57

BJG

PLEASE RETURN THIS
INVOICE WITH REMITTANCE
THANK YOU

MANDATORY JOB SITE WALK - SIGN IN SHEET

Addendum #1

PROJECT: CIP WU-84 - Well #4 Rebuild Project

DATE: 11/5/2018

TIME:

8:00 AM

FACILITATOR: Christopher Salas

LOCATION: PW, 425 E Ruggles Street

Please print clearly - thank you.

	Last Name	First Name	Company	Email	Cell Phone
1	Sowade	Don	Smyth Industries	don@smythindustries.com	520-548-6603
2	Spencer		Coal-Pond	cep11c100@guestoffice.net	520-251-1944
3	Mullin	Mike	Empire Pump Corp	mike@empirepumpcorp.com	480-244-9145
4	Miller	Tim	Layne	tim.miller@gcinc.com	602-402-8035
5	Porter	Kenny	KP Ventures Drilling Pump	KP@KPVent.com	928-300-8082
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					



Town of Florence
Public Works Department
444 N. Warner Street
Florence, AZ 85132
(520) 868-7614
www.florenceaz.gov

Addendum #2
Revised Dates

November 9, 2018

Thank you for attending the Well #4 pre-bid meeting. Unfortunately due to unforeseen circumstances the responses to question will not occur until Tuesday November the 13th. The bid closing will be extended to Tuesday November 20th.



Town of Florence
Public Works Department
444 N. Warner Street
Florence, AZ 85132
(520) 868-7614
www.florenceaz.gov

Addendum #3 Questions & Answers

November 14, 2018

QUESTION: Make, Model, # Stages of pump bowl?

ANSWER: SIMFLO SJ10C-7 Stage

QUESTION: Design point in GPM & TDH of new bowl?

ANSWER: Target 700 GPM & 330' TDH

QUESTION: Item #9, motor writing materials – please clarify;

1. New motor leads? If so, how long do they need to be?
2. Rewind of existing motor?
3. Clean dip and bake of existing motor? Include or exclude bearings?

ANSWER:

1. Not needed
2. Not needed
3. Not needed - New 75 HP motor to be purchased – added to Bid Tab Revised 11/14/18 on Addendum #4.

QUESTION: Well video

ANSWER: Emailed via Dropbox 11/9/18 to all Bidders who attended mandatory meeting.

QUESTION: Thread type and size of column pipe?

ANSWER: Left handed thread. Existing column is 8" – new size 6" column pipe – added to Bid Tab Revised 11/14/18 on Addendum #4.

QUESTION: Thread type and size of inner column (tube & shaft)

ANSWER: Tube 2 ½" / Shaft 1 ½" Left Hand – Johnston thread

QUESTION: Crossover coupling from Butt thread to Taper thread on one piece of pipe – did that change occur at the bowls or the discharge head?

ANSWER: Entire pump column will be butt thread when complete

QUESTION: Are we expected to include in our bid the loading, hauling and disposal of all old column pipe, inner column and pump bowls?

ANSWER: No. Town will dispose of old pipe etc.

QUESTION: Will the Town designate the location for water disposal during the test pumping and pumping to clean out after the pump installation? This information would be helpful in determining the cost to provide hose or piping during the test pumping. It would be less expensive if the Town provided piping to the site.

ANSWER: Yes, Town will provide discharge line.

QUESTION: The bid sheet does not provide a line item for the labor to install, test pump, or any additional videos. Please advise.

ANSWER: Discharge pipe and location provided by the Town, test pump to be bid as part of this job. Added to Bid Tab Revised 11/14/18 on Addendum #4. Town to supply 8" discharge line.

QUESTION: Bid tab item #12 ask for: SCH 120 x ¾" PVC Sounding Line. SCH 120 in ¾" is not available, going to SCH 80 1" – added to Bid Tab Revised 11/14/18 on Addendum #4.

ANSWER: Schedule 80 PVC 1"



Town of Florence
Public Works Department
444 N. Warner Street
Florence, AZ 85132
(520) 868-7614
www.florenceaz.gov

Addendum #4
Bid Document Changes and Updated Bid Tab

November 14, 2018

Bid Document Changes

Page #3: BIDDING DOCUMENTS: remove words “, including plans and specifications”

Page #4: Project Description / Scope of Work (SOW); remove words “payment and payment bonds.”

Page #13: PROJECT DESCRIPTION; delete in it's entirety and replace with the following;

The selected company will bid on well equipment, test pumping to be followed by a report and install new highly efficient pump with new motor. The selected company will provide all labor and materials to address issues related to existing equipment and/or new equipment. Test pumping needed to validate well capacity.

Page #40: remove in it's entirety and replace with new Page #40 BID TAB REVISED 11/14/18

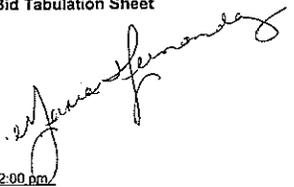
Bid Proposal date is changed to November 27, 2018 2:00 Town Hall Council Chambers.

BID TAB REVISED 11/14/2018

Project Name: WELL #4 REBUILD PROJECT
Project No.: CIP WU-84
Location: TOWN OF FLORENCE
Description: REBUILD OF WELL #4 PUMP

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
1	Bowl Assembly (SP11-6) NSF Compliant	EA	1		
2	Column Pipe 6" x 20'	EA	18		
3	L.B. Tube & Shaft Assembly 2 ½ x 1 ½	EA	18		
4	Rubber Centering Spiders 2 ½ x 8"	EA	7		
5	Head Nipple 6" x 2'	EA	1		
6	Stretch Tube 2 ½" x 29"	EA	1		
7	Headshaft 1 ½" x 60"	EA	1		
8	Thread Compound - Gallon	EA	1		
9	Motor Wiring Materials	MISC	1		
10	Oil Line and Dual Dripper Assembly	EA	1		
11	Shop Materials	MISC	1		
12	SCH 80 PVC Sounding Line – 1"		360'		
13	Stainless Steel Banding & Buckles	EA	1		
14	New 75 HP Energy Efficient Motor	EA	1		
15	Bowl Assembly SIMFLO SJ10C-7 Stage	EA	1		
16	Test pump (see Addendum 3 for SOW)				
	<i>Targeting 700 GPM at 330' Total Dynamic Head</i>				
TOTAL					

Town of Florence
Bid Tabulation Sheet



ADDENDUM 5

Verbal (only allowed when \$5,000 of less) Date Prepared: November 27, 2018
 Written/Fax (mandatory when over \$5,000; attach bids) Prepared By: Maria Hernandez, Deputy Town Clerk
 Formal Sealed Bid: # WU-84 - Well #4 Rebuild Project Bid Due Date: November 27, 2018 Bid Due Time: 2:00 pm

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	1 original 3 copies	Bid Schedule	Bid Tab and Cost	Acknowledgement of Addendum #1, 2, 3 and 4	List of Subcontractors	Bid Bond	Resolution of Board of Directors	Non Collusive Bidding Certification	W-9	Participation in Boycott of Israel	Deviatoin/ Compliance Certification	Demonstrating Lawful Presense	Comments
1 Coolidge Engine & Pump, LLC P O Box 957 Coolidge AZ 85228 PH #	YES	YES	\$ 80,039.46	YES	YES	CHECK #452598 \$8,003.95	YES	YES	YES	YES	YES	YES	
2 Smyth Industries 4040 E. Illinois St. Tucson AZ 85714 PH # 520-750-8719	YES	YES	\$ 46,412.00	YES	YES	YES	YES	YES	YES	YES	YES	YES	
3 KP Ventures Well Drilling P O Box 2411 Cottonwood AZ 86326 PH #	YES	YES	\$ 80,032.15	YES	YES	YES	YES	YES	YES	YES	YES	YES	

Attach additional page(s), if necessary

Vendor Selected _____ Address _____

Justification (if not lowest price) _____

Department Head Approval _____ Date: _____

Finance Director Approval _____ Date: _____

Town Manager Approval _____ Date: _____

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

Town of Florence
Bid Tabulation Sheet

ADDENDUM 5

Marie Hernandez

Verbal (only allowed when \$5,000 or less) Date Prepared: November 27, 2018
 Written/Fax (mandatory when over \$5,000; attach bids) Prepared By: Marie Hernandez, Deputy Town Clerk
 Formal Sealed Bid: # WU-54 - Well #4 Rebuild Project Bid Due Date: November 27, 2018 Bid Due Time: 2:00 pm

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	1 original 3 copies	Bid Schedule	Bid Tab and Cost	Acknowledgement of Addendum #1, 2, 3 and 4	List of Subcontractors	Bid Bond	Resolution of Board of Directors	Non Collusive Bidding Certification	W-9	Participation in Boycott of Israel	Deviaton/ Compliance Certification	Demonstrating Lawful Presense	Comments
1 Coolidge Engine & Pump, LLC P O Box 957 Coolidge AZ 85228 PH #	YES	YES	\$ 80,039.46	YES	YES	CHECK #452598 \$8,003.95	YES	YES	YES	YES	YES	YES	
2 Smyth Industries 4040 E. Illinois St. Tucson AZ 85714 PH # 520-750-8719	YES	YES	\$ 46,412.00	YES	YES	YES	YES	YES	YES	YES	YES	YES	
3 KP Ventures Well Drilling P O Box 2411 Cottonwood AZ 86326 PH #	YES	YES	\$ 80,032.15	YES	YES	YES	YES	YES	YES	YES	YES	YES	

Attach additional page(s), if necessary

Vendor Selected **#3** KP Ventures Address P.O. Box 2411, Cottonwood, AZ 86326

Justification (if not lowest price) **#2 Smyth did NOT comply with the bid instruction, they did NOT include the test pumping.**

Department Head Approval: *[Signature]* Date: **12/19/18**
 Finance Director Approval: *[Signature]* Date: **12-22-18**
 Town Manager Approval: *[Signature]* Date: **1/2/19**

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

**Town of Florence
Summary of Warrants Paid
As of November 2018**

Source	Amount
Checks	724,230.36
AFLAC Payment	4,867.74
AMEX fees	68.80
Arizona State Retirement System Payments	91,891.37
Assignments and Fees	7,932.56
FICA	125,114.76
Payments to Infinsource	4,521.28
Payments to Nationwide	15,904.43
Payments to Public Safety Retirement System	54,148.30
Payments to Securian-Volunteer fireman Pension Fund	568.72
Payments to United Healthcare	208,610.50
Payments to Xpress Bill Pay	1,549.83
Payroll Direct Deposit	712,430.95
Payroll Payments to SWT	16,723.06
Pinal County Federal Credit Union	5,060.00
Purchase of Water Credits from Greenstone	438,115.00
November Sales Tax Payment to Department of Revenue	23,805.70
Electronic Payments	1,711,313.00
Total Warrants	2,435,543.36

GL Account	Check #	Check Date	Merchant Name	Description	Amount
Utility Clearing					
10104600	111943	11/1/2018	2nd Temp	Over pmt on Pay-Off Assessment #20.0601016	400.00
10104600	112015	11/8/2018	2nd Temp	Over pmt on Pay-Off Assessment #18.1600018	69.90
10104600	112099	11/28/2018	2nd Temp	OVER PMT ON ASSESSMENT PAY-OFF	67.47
10104600	112103	11/28/2018	2nd Temp	Over pmt on ASSESSMENT PAY-OFF	66.07
10104600	112116	11/28/2018	2nd Temp	Over pmt on ASSESSMENT PAY-OFF	150.66
10104600	112120	11/28/2018	2nd Temp	OVER PMT ON ASSESSMENT PAY-OFF	284.32
10104600	112121	11/28/2018	2nd Temp	Over pmt on ASSESSMENT PAY-OFF	335.64
10104600	112131	11/28/2018	2nd Temp	OVER PMT ON ASSESSMENT PAY-OFF	66.07
10104600	112132	11/28/2018	2nd Temp	OVER PMT ON ASSESSMENT PAY-OFF	167.25
10104600	112135	11/28/2018	2nd Temp	OVER PMT ON ASSESSMENT PAY-OFF	66.07
10104600	112142	11/28/2018	2nd Temp	Over pmt on ASSESSMENT PAY-OFF	301.32
10104600	112144	11/28/2018	2nd Temp	OVER PMT ON ASSESSMENT PAY-OFF	292.86
10160000	111911	11/1/2018	2nd Temp	Water overpayment	151.54
10160000	111954	11/1/2018	2nd Temp	WATER OVERPAYMENT	24.30
10160000	112183	12/6/2018	2nd Temp	Overpayment	36.11
General Fund					
10201000	112046	11/15/2018	2nd Temp	DEPOSIT REFUND FOR SK RENT	77.01
10203000	112129	11/28/2018	PINAL COUNTY TREASURER	OCTOBER 2018 REMITTANCE	37.80
10206000	111935	11/1/2018	2nd Temp	BOND REFUND CM2017-0000197	294.00
10206000	111942	11/1/2018	2nd Temp	BOND REFUND TR2017-000164	100.00
10206000	112085	11/21/2018	2nd Temp	BOND REFUND TR2017-000135	294.00
10206000	112086	11/21/2018	2nd Temp	BOND REFUND CR2012-0123	444.00
10206100	112009	11/8/2018	2nd Temp	O/P REFUND	21.57
10230000	111975	11/8/2018	CYNTHIA CLARK	ASRS REIMBURSEMENT	374.94
10230200	111975	11/8/2018	CYNTHIA CLARK	DENTAL REIMBURSEMENT	75.06
10232000	112026	11/8/2018	Village of Copper Basin Community Assoc.	Levy	162.20
10232000	112061	11/15/2018	Village of Copper Basin Community Assoc.	Levy	199.19
10238100	112134	11/28/2018	SEAN HURLEY BEDELL	Uncashed Payroll check #55420 from 2016	21.07
10241000	112024	11/8/2018	UNITED WAY OF PINAL COUNTY	EMPLOYEES CONTRIBUTIONS	2.00
10241000	112060	11/15/2018	UNITED WAY OF PINAL COUNTY	EMPLOYEES CONTRIBUTIONS	2.00
10243000	112126	11/28/2018	NEW YORK LIFE INSURANCE	NOVEMBER INVOICE	487.41
10260000	111907	11/1/2018	2nd Temp	RESITUTION PMT, CR02008-0182	21.01
10260000	111917	11/1/2018	2nd Temp	RESTITUTION PMT CM2017-000087	50.00
10260000	111989	11/8/2018	2nd Temp	RESTITUTION PMT CM2017-0000075	30.00

10260000	112138	11/28/2018	2nd Temp	RESTITUTION PMT-TR2014000887	50.00
10320212	111895	11/1/2018	2nd Temp	PERMIT REFUND BLD-17-0101	401.35
10320219	112018	11/8/2018	2nd Temp	REFUND FOR EVENT PERMIT-ANNU EXEMPTION	20.00
10350698	99	11/8/2018	2nd Temp	Debit Adjustment Nike.Com - Disputed 8/2/18	545.90
10350698	99	11/8/2018	2nd Temp	Disputed Charge	545.90
10350698	1018	11/15/2018	2nd Temp	Debit Adjustment Provisional Credit Reverse	248.98
Town Council					
10501205	112068	11/21/2018	Casa Grande Valley Newspaper Inc.	Public Notice Board and Commission Openings	168.30
10501205	112100	11/28/2018	Casa Grande Valley Newspaper Inc.	Board of Adjustment Public Notice - Burger King Sign	227.21
10501402	1018	11/15/2018	Dollar General	Supplies for Council Meeting	16.88
10501402	1018	11/15/2018	L & B CANTINA	Council member training lunch (public works training/tours)	22.62
10501402	1018	11/15/2018	L & B CANTINA	Dinner for evening Budget committee meeting	43.63
10501402	1018	11/15/2018	Subway	Dinner for Council Meeting	35.42
10501402	1018	11/15/2018	Subway	Dinner for Staff at Council Meeting	12.54
10501403	112117	11/28/2018	Judy Hughes	Newly Elected Officials Training Per Diem	125.09
10501403	112125	11/28/2018	Michelle Cordes	Newly Elected Officials Training - Per Diem	125.09
Administration					
10502209	112104	11/28/2018	Day Auto Supply Inc	OIL & FILTER FOR AD-2	45.48
10502217	111959	11/8/2018	American Legal	2018 S-15 Supplement Pgs. for Florence, AZ Code of Ordinances	2,019.40
10502301	111955	11/1/2018	WATER SHED	Town Hall water/ice	38.80
10502301	112029	11/8/2018	WATER SHED	Town Hall water/ice	15.72
10502301	112127	11/28/2018	OFFICE DEPOT INC	Office Supplies	248.43
10502306	112033	11/8/2018	WEX BANK	FUEL EXPENS OCT 2018-ADMIN	82.68
10502401	111960	11/8/2018	AMERICAN PLANNING ASSOCIATION	2019 Membership Renewal for Brent Billingsley	596.00
10502401	112053	11/15/2018	ICMA MEMBERSHIP RENEWALS	MEMBERSHIP Renewals for Brent Billingsley and Ben Bitter	1,640.00
10502402	1018	11/15/2018	AAED	2018 State Planning Conference registration for Brent Billingsley	375.00
10502402	1018	11/15/2018	AMERICAN AIRLINES	Flight to California for Brent Billingsley - China-US Trade Forum	236.40
10502402	1018	11/15/2018	CHEVRON & TEXACO Business	Reimbursement from Pinal County	4.04
10502402	1018	11/15/2018	CIRCLE K #2938	Water for meeting	11.24
10502402	1018	11/15/2018	EUGENE & KIM'S PLACE	Drinks for business lunch meeting	62.45
10502402	1018	11/15/2018	EXPEDIA.COM	Business lunch with Pecas and Chad Bebe	309.94
10502402	1018	11/15/2018	L & B CANTINA	Reimbursement from Pinal County	35.00
10502402	1018	11/15/2018	PREFLIGHT PARKING	Council member training lunch (public works training/tours)	25.95
10502402	1018	11/15/2018	Subway	Airport parking for Brent Billingsley - China-US Trade Forum	25.07
10502402	112067	11/21/2018	BRENT BILLINGSLEY	Meals for staff at Council meeting	45.00
				Reimbursement - Robles lunch meeting	

10502402	112067	11/21/2018	BRENT BILLINGSLEY	China-US Trade Forum - Per diem and expense reimbursement	253.29
10502402	112097	11/28/2018	Ben Bitter	Lunch with CGI (Community Video)	19.25
10502402	112098	11/28/2018	BRENT BILLINGSLEY	Per Diem for 2018 State Planning Conference (APA)	317.26
Courts					
10503217	111908	11/1/2018	CITY OF ELOY	Magistrate Services fy 18-19 Q1	11,000.00
10503301	1018	11/15/2018	FASTSIGNS	Purchase Fast Signs - Judges name plaque	35.84
10503301	111937	11/1/2018	OFFICE DEPOT INC	supplies	102.82
10503301	112080	11/21/2018	OFFICE DEPOT INC	Office Heaters	61.57
10503301	112080	11/21/2018	OFFICE DEPOT INC	Office Heaters	70.58
Legal					
10504217	112007	11/8/2018	RYLEY CARLOCK & APPLEWHITE	legal services: ACC/Johnson Utilities Sept 2018	15,619.02
10504217	112111	11/28/2018	Jennings Strouss Law Firm	legal services: Florence Copper	325.00
10504217	112111	11/28/2018	Jennings Strouss Law Firm	legal services, Florence Copper	31,801.20
10504401	111996	11/8/2018	LEXIS NEXIS	legal research	219.76
Finance					
10505203	111898	11/1/2018	Arizona Office of Technology	XPN394221 ADMIN CONTRACT BASE FEE	580.25
10505205	111971	11/8/2018	Casa Grande Valley Newspaper Inc.	AZ TPT TAX	573.89
10505217	112010	11/8/2018	SHRED-IT USA	Blanket for Shred box service	34.00
10505301	1018	11/15/2018	2nd Temp	Window signs for Cash receipting.	24.78
10505301	112058	11/15/2018	Staples Business Advantage	Office Supplies	93.25
10505301	112080	11/21/2018	OFFICE DEPOT INC	Office Supplies	259.20
10505301	112081	11/21/2018	PETTY CASH - FINANCE	Amazon Order SOP	8.56
10505301	112081	11/21/2018	PETTY CASH - FINANCE	Cash R Box	11.99
10505314	1018	11/15/2018	BAUDVILLE	Purchase 25 Yr. award for R. White and Retirement award for L. Carter	140.40
10505402	112081	11/21/2018	PETTY CASH - FINANCE	Parking fee reimb-A. Allen training	12.00
10505402	112081	11/21/2018	PETTY CASH - FINANCE	Parking Pass-J. Jarvis	6.00
10505403	1018	11/15/2018	GOVERNMENT FINANCE	Registration-3rd Annual Better Budgeting - Budget Monitoring Registration-3rd Annual Better Budgeting - Aligned w/Community	50.00
10505403	1018	11/15/2018	GOVERNMENT FINANCE	Registration-3rd Annual Better Budgeting - Budget Monitoring Registration-3rd Annual Better Budgeting - Aligned w/Community	50.00
10505408	112081	11/21/2018	PETTY CASH - FINANCE	Dorothy retirement - card/punch	11.24
Human Resources					
10508205	111824	10/25/2018	Casa Grande Valley Newspaper Inc.	UTILITY SYSTEMS OP CLASSIFIED ADD	32.63
10508205	112047	11/15/2018	Casa Grande Valley Newspaper Inc.	LIBRARIAN CLASSIFIED ADD	33.09
10508205	112047	11/15/2018	Casa Grande Valley Newspaper Inc.	Recreation Programmer	29.68

10508205	112047	11/15/2018	Casa Grande Valley Newspaper Inc.	Budget Analyst	27.85
10508205	112047	11/15/2018	Casa Grande Valley Newspaper Inc.	Recreation COORDINATOR	29.43
10508205	112047	11/15/2018	Casa Grande Valley Newspaper Inc.	LIBRARIAN CLASSIFIED ADD	33.09
10508217	111965	11/8/2018	Benefit Intelligence Inc. (ConsultADoc)	Monthly Teladoc Services	570.00
10508217	111988	11/8/2018	GABRIEL & ASHWORTH P.L.L.C.	BALANCE DUE- INVESTIGATIVE SVC	1,602.50
10508217	112094	11/21/2018	Tri-City Express Care LLC 935	Drug and BAT testing	159.00
10508217	112110	11/28/2018	HIRERIGHT LLC	Background screening services	273.00
10508314	1018	11/15/2018	AMAZON.COM	Halloween sash for EIC	6.24
10508314	1018	11/15/2018	AMAZON.COM	Halloween sash for EIC	14.98
10508314	1018	11/15/2018	AMAZON.COM	Halloween sash for EIC	19.78
10508314	1018	11/15/2018	Dollar Tree Stores Inc	EIC Committee - Halloween bash	5.51
10508314	1018	11/15/2018	SAFEWAY INC.	Snacks/beverages for Employee In-Service Training	88.88
10508314	1018	11/15/2018	WALMART COMMUNITY # 0005 7118	EIC Committee - Halloween bash	62.90
10508314	111993	11/8/2018	Jennifer Hansen	Reimbursement of pumpkin purchase for Halloween Bash	43.19
10508314	111994	11/8/2018	KISS THE CHEF CATERING	Second half of 2018 Annual Employee Appreciation Luncheon	1,672.69
10508314	112028	11/8/2018	WALMART COMMUNITY # 0005 7118	Service Award Gift Cards	474.70
10508402	111945	11/1/2018	SCOTT BARBER	Reimbursement INTERVIEW PANEL	66.36
10508403	111945	11/1/2018	SCOTT BARBER	Travel Reimbursement FOR AMRRP	54.50
Community Development					
10510203	112034	11/15/2018	Advanced Infosystems	TOF utility bills - Remaining Stock Invoice 14532	263.45
10510215	112057	11/15/2018	SOUTHWEST GAS CORPORATION	200 W 20TH ST	57.84
10510217	111968	11/8/2018	Broderick Engineering LLC	STRUCTURAL ENGINEERING SERVICES/KOKOPELLI	4,800.00
10510217	111991	11/8/2018	HUB Planning & Urban Design LLC	OCTOBER SERVICES	1,066.98
10510301	112058	11/15/2018	Staples Business Advantage	Engineering Office Supplies	6.73
10510302	111920	11/1/2018	FLORENCE TRUE VALUE HARDWARE	Operating Supplies - Building Safety	12.69
10510306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018-COMM DEV	162.63
10510308	1018	11/15/2018	International Code Council	TWO (2) BOOKS FOR BUILDING SAFETY	113.50
10510308	112078	11/21/2018	NATIONAL SEMINARS TRAINING	BOOK W/TAXES & SHPG	26.85
10510403	111906	11/1/2018	CHRISTOPHER SALAS	LUNCH PER DIEM	43.00
10510403	112078	11/21/2018	NATIONAL SEMINARS TRAINING	TRNG W/TAXES & SHPG	305.95
10510408	112020	11/8/2018	TWI Services Inc	BPO FOR SUPPLIES	163.10
Police Administration					
10511201	111905	11/1/2018	CENTURYLINK	POLICE 9-1-1	318.24
10511201	111978	11/8/2018	COX BUSINESS	POLICE	6.28
10511201	112101	11/28/2018	CENTURYLINK	9672 POLICE 9-1-1	318.24
10511202	112082	11/21/2018	PETTY CASH - POLICE DEPT	45809 Postage Overnight	33.55

10511202	112082	11/21/2018	PETTY CASH - POLICE DEPT	45810 Postage Overnight	24.70
10511209	111912	11/1/2018	Day Auto Supply Inc	Blanket for Fleet Parts	45.21
10511215	111967	11/8/2018	BIA	3949 N IOWA RADIO TOWER 2	396.88
10511301	112093	11/21/2018	The Office Center Inc.	Supplies: tape, pens, memo books, DVDs...	238.35
10511306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018 - PD ADMIN	921.63
10511403	1018	11/15/2018	INT'L ASSOC OF CHIEF OF POLICE	IACP registration for Chief-Reimbursement will be coming in from PCLEA	500.00
10511444	112082	11/21/2018	PETTY CASH - POLICE DEPT	45807 PCLEA (sodas/water)	28.78
10511444	112082	11/21/2018	PETTY CASH - POLICE DEPT	45812 Sodas for Town Event	18.28
Police Support					
10512215	112057	11/15/2018	SOUTHWEST GAS CORPORATION	200 E 6TH ST	57.84
10512217	112082	11/21/2018	PETTY CASH - POLICE DEPT	45808 MVD Title	4.00
10512301	112083	11/21/2018	POSITIVE PROMOTIONS	table cover for events	219.95
10512301	112093	11/21/2018	The Office Center Inc.	Keyboard wrist rest	29.58
10512401	112079	11/21/2018	NOTARY BOND AGENCY	Notary renewal package for J. Martin	55.00
10513306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018 - PD VOLUNTEER	32.34
Police Operations					
10514209	111912	11/1/2018	Day Auto Supply Inc	Blanket for Fleet Parts	14.82
10514209	111912	11/1/2018	Day Auto Supply Inc	Blanket for Fleet Parts	2.12
10514209	111912	11/1/2018	Day Auto Supply Inc	Blanket for Fleet Parts	24.68
10514209	111912	11/1/2018	Day Auto Supply Inc	Blanket for Fleet Parts	358.86
10514209	111912	11/1/2018	Day Auto Supply Inc	Blanket for Fleet Parts	28.37
10514209	111912	11/1/2018	Day Auto Supply Inc	Blanket for Fleet Parts	9.49
10514209	111912	11/1/2018	Day Auto Supply Inc	Blanket for Fleet Parts	48.10
10514209	111912	11/1/2018	Day Auto Supply Inc	Blanket for Fleet Parts	176.85
10514209	111912	11/1/2018	Day Auto Supply Inc	Blanket for Fleet Parts	38.14
10514209	111931	11/1/2018	JONES AUTO CENTER	Blanket for Fleet parts	485.13
10514209	111931	11/1/2018	JONES AUTO CENTER	Replace & program ABS	1,062.08
10514209	111941	11/1/2018	PURCELL TIRE COMPANY	Blanket for PD tires	926.55
10514209	112071	11/21/2018	Day Auto Supply Inc	STOCK OIL FOR PD	26.02
10514209	112071	11/21/2018	Day Auto Supply Inc	BATTERY FOR PD G-410EN (TRAILER)	114.93
10514209	112071	11/21/2018	Day Auto Supply Inc	COOLANT FOR PD G-921 GL (PATROL)	37.11
10514209	112071	11/21/2018	Day Auto Supply Inc	Blanket for Fleet Parts	105.75
10514209	112071	11/21/2018	Day Auto Supply Inc	RADIATOR HOSES FOR PD G-921GL	58.95
10514209	112071	11/21/2018	Day Auto Supply Inc	RADIATOR HOSES FOR PD G-307HB	58.95
10514209	112071	11/21/2018	Day Auto Supply Inc	WINDOW EGULATOR FOR PD G028	34.93
10514209	112071	11/21/2018	Day Auto Supply Inc	Blanket for Fleet Parts	282.02
10514209	112071	11/21/2018	Day Auto Supply Inc	WINDOW EGULATOR FOR PD G028	61.14
10514209	112071	11/21/2018	Day Auto Supply Inc	COOLANT FOR PD G-307HB	37.11
10514209	112071	11/21/2018	Day Auto Supply Inc	TIRE GAUGE FOR PD	6.00
10514209	112071	11/21/2018	Day Auto Supply Inc	alternator for pd g987gb	189.89
10514209	112071	11/21/2018	Day Auto Supply Inc	STOCK FILTER & BRAKES FOR PD	232.57
10514209	112075	11/21/2018	JONES AUTO CENTER	RADIATOR, THERMOSTAT FOR PD G-921GL	228.81
10514209	112075	11/21/2018	JONES AUTO CENTER	Blanket for Fleet parts	189.64

10514209	112075	11/21/2018	JONES AUTO CENTER	Blanket for Fleet parts	576.58
10514209	112115	11/28/2018	JONES AUTO CENTER	2 WHEELS FOR PD	200.70
10514302	112082	11/21/2018	PETTY CASH - POLICE DEPT	45806 keys	3.27
10514302	112082	11/21/2018	PETTY CASH - POLICE DEPT	45811 keys	19.59
10514302	112088	11/21/2018	RV STRIPES & GRAPHICS, INC.	badge decal stickers	205.30
10514304	112089	11/21/2018	Skaggs Companies, Inc.	Sutton: Uniform for court	131.26
10514306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018 - PD OP	7,842.98
10514403	1018	11/15/2018	2nd Temp	Purchases for FBI school training	378.96
Fire Administration					
10515202	111939	11/1/2018	PETTY CASH - FIRE DEPT	box purchased to ship posicheck	6.49
10515215	112057	11/15/2018	SOUTHWEST GAS CORPORATION	72 E 1st Street	171.94
10515301	112090	11/21/2018	Staples Business Advantage	brochure holder and markers	113.36
10515306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018 - FIRE ADMIN	763.01
10515401	111926	11/1/2018	INT'L ASSOC. of FIRE CHIEFS	Annual Dues	254.00
10515402	112074	11/21/2018	Hawkeye Engraving	recognition plaques for 2018 FF awards banquet.	604.00
10515402	112084	11/21/2018	PUBLIC SAFETY RETIREMENT SYSTEM	tuition to attend a PSPRS Board seminar John Kemp	70.00
10515407	Multiple	Multiple	ALERT- ALL CORP	Public Education Supplies	2,036.25
10515407	111939	11/1/2018	PETTY CASH - FIRE DEPT	ice for pub ed event	20.30
10515407	111939	11/1/2018	PETTY CASH - FIRE DEPT	beverage and dispensers for pub ed event	50.67
10515407	111939	11/1/2018	PETTY CASH - FIRE DEPT	paint and supplies for pub ed event	22.89
10515407	111939	11/1/2018	PETTY CASH - FIRE DEPT	cookies for pub ed event	42.84
10515407	111939	11/1/2018	PETTY CASH - FIRE DEPT	crayons, balloons, supplies for pub ed event	15.68
10515407	111939	11/1/2018	PETTY CASH - FIRE DEPT	bean bag for game at pub ed event	8.99
10515408	112076	11/21/2018	LAVONNA PEREZ	Cookies as desert for banquet 2018	43.26
10515408	112076	11/21/2018	LAVONNA PEREZ	Decorations for tables at Banquet 2018	25.35
10515408	112076	11/21/2018	LAVONNA PEREZ	plates, lemonade and plasticware for banquet 2018	139.88
Fire Station #1					
10516209	111912	11/1/2018	Day Auto Supply Inc	parts for shop 122	73.14
10516209	111916	11/1/2018	FASTSIGNS	replace sun worn decals on Kemps truck	114.51
10516209	112016	11/8/2018	Superstition Fire & Medical District	shop 138 travel and solenoid replacement	447.78
10516209	112016	11/8/2018	Superstition Fire & Medical District	shop 126 repair broken brake fitting	672.77
10516209	112016	11/8/2018	Superstition Fire & Medical District	shop 138 water level gauge maintenance	146.00
10516209	112016	11/8/2018	Superstition Fire & Medical District	shop 122 replaced bolt in engine compartment	73.00
10516209	112016	11/8/2018	Superstition Fire & Medical District	shop 126 COUPLINGS, TRAVEL	564.19
10516209	112071	11/21/2018	Day Auto Supply Inc	heat hose	12.19
10516209	112071	11/21/2018	Day Auto Supply Inc	napa Anti	98.21
10516209	112091	11/21/2018	Superstition Fire & Medical District	shop 126	219.00
10516209	112139	11/28/2018	Superstition Fire & Medical District	shop 138 pump test	219.00
10516210	111936	11/1/2018	Motorola, Inc.	repair captain's portable radio	297.10
10516210	112011	11/8/2018	Sigtronics Corporation	replace worn out ear seals	52.16
10516302	111939	11/1/2018	PETTY CASH - FIRE DEPT	lamp to replace broken one	13.10
10516302	111939	11/1/2018	PETTY CASH - FIRE DEPT	can opener station #1	4.91
10516302	112006	11/8/2018	ROADRUNNER OXYGEN SVC	Cylinder refill	60.13

10516304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all Members, full and part timers.	185.41
10516304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all members, full and part timers.	348.38
10516304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all members, full and part timers.	328.53
10516304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all members, full and part timers.	320.17
10516304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all members, full and part timers.	128.71
10516304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all members, full and part timers.	282.28
10516304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all members, full and part timers.	181.19
10516304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all members, full and part timers.	79.81
10516304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all members, full and part timers.	313.20
10516304	112141	11/28/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance - KARTCHNER	42.05
10516304	112141	11/28/2018	UNITED FIRE EQUIPMENT CO.	KENNEDY UNIFORM ALLOWANCE	138.07
10516306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018 -FIRE 541	1,150.73
10516312	111990	11/8/2018	GULF COAST BANK & TRUST COMPANY	cleaning and repair of Kartchner's turnouts	94.00
10516312	112141	11/28/2018	UNITED FIRE EQUIPMENT CO.	BREATHING AIR COMPRESOR SUPPLIES	358.69
10516321	1018	11/15/2018	AMAZON.COM	blood glucose test strips	45.99
10516321	111933	11/1/2018	Life Assist Inc	EMS supplies	117.06
10516321	111997	11/8/2018	Life Assist Inc	medical supplies	197.42
10516321	112122	11/28/2018	Life Assist Inc	Monitor supplies	1,171.42
10516321	112122	11/28/2018	Life Assist Inc	Monitor supplies	34.84
10516321	112122	11/28/2018	Life Assist Inc	wall mounted blood pressure Cuff	108.92
10516401	1018	11/15/2018	INT'L ASSOC. ARSON INVESTIGATO	IAAI Membership Dues for Bruin	135.00
10516401	111918	11/1/2018	Fire Engineering	annual magazine renewal	39.00
10516401	111919	11/1/2018	FIREHOUSE MAGAZINE	annual magazine renewal	24.95
10516403	112084	11/21/2018	PUBLIC SAFETY RETIREMENT SYSTEM	tuition for a PSPRS BOARD seminar Corey Pine	70.00
10516403	112092	11/21/2018	Swift Solutions LLC	Extrication Training Instructor	750.00
Fire Station #2					
10517201	111905	11/1/2018	CENTURYLINK	HUNT HWY FIRE	216.84
10517209	112016	11/8/2018	Superstition Fire & Medical District	shop 139 TIRES LIGHTS SUSPENSION PARTS, ETC.	9,178.75
10517209	112016	11/8/2018	Superstition Fire & Medical District	shop 139 service call OUT	1,426.31
10517209	112091	11/21/2018	Superstition Fire & Medical District	Shop 139 maintenance, travel, module replaced	2,232.59
10517209	112091	11/21/2018	Superstition Fire & Medical District	shop 122 annual pump test, diesel fuel	315.91
10517209	112091	11/21/2018	Superstition Fire & Medical District	shop 122 replace door struts, various other checks and corrections.	73.00
10517209	112139	11/28/2018	Superstition Fire & Medical District	shop 122 wiring and switches, mig kit, regulators	605.26
10517209	112139	11/28/2018	Superstition Fire & Medical District	shop 139 pump test	219.00
10517210	112011	11/8/2018	Sigtronics Corporation	replace worn out ear seals	52.16
10517212	112054	11/15/2018	Johnson Utilities	2035 N HUNT HWY FD#2	26.47
10517212	112114	11/28/2018	Johnson Utilities	2035 N HUNT HWY FD#2	221.03
10517215	112012	11/8/2018	SOUTHWEST GAS CORPORATION	2035 N HUNT HWY	66.03
10517304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all Members, full and part timers.	140.31
10517304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all Members, full and part timers.	286.28

10517304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all Members, full and part timers.	151.06
10517304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all Members, full and part timers.	200.00
10517304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all Members, full and part timers.	55.02
10517304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all Members, full and part timers.	197.68
10517304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all Members, full and part timers.	335.87
10517304	112023	11/8/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance for all Members, full and part timers.	48.94
10517304	112064	11/21/2018	ADAM C. RADNEY	PT shoe reimbursement	97.25
10517304	112141	11/28/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance - FELIZ	36.75
10517304	112141	11/28/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance WALTER	30.16
10517304	112141	11/28/2018	UNITED FIRE EQUIPMENT CO.	Uniform allowance - PRICE	38.86
10517306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018 - FIRE 542	831.28
10517312	112073	11/21/2018	GULF COAST BANK & TRUST COMPANY	turn out cleaning and repair	193.00
10517403	112092	11/21/2018	Swift Solutions LLC	extrication training instructor	750.00
Information Technology					
10519201	1018	11/15/2018	AMAZON.COM	Phone Screen Protector - IT Manager	7.99
10519201	112102	11/28/2018	COX BUSINESS	775 N MAIN ST	688.00
10519202	112081	11/21/2018	PETTY CASH - FINANCE	Postage	9.85
10519207	1018	11/15/2018	ADOBE SYSTEMS INCORPORATED	Purchase Adobe *creative Cloud	57.87
10519207	1018	11/15/2018	DocuSign	DocuSign fillable forms with e-signature	63.17
10519207	1018	11/15/2018	RAMNODE.COM	Town Website Hosting	83.00
10519207	1018	11/15/2018	SendGrid	Town Website Email Marketing	9.95
10519207	1018	11/15/2018	VOUND COLORADO LTD	Intella Record Request Legal Review	99.00
10519211	1018	11/15/2018	AMAZON.COM	Ubiquiti Microwave Radios - Spares	417.00
10519211	1018	11/15/2018	Digi-Key Corporation	Server Chassis Fans	75.92
10519211	111924	11/1/2018	HERBERT F. FITZPATRICK	FLORENCE TOWER AND WW NETWORK CABLE REPAIR	263.78
10519217	112065	11/21/2018	Arizona Office of Technology	MANAGED PRINT SERVICES	1,044.96
10519217	112065	11/21/2018	Arizona Office of Technology	MANAGED PRINT SERVICES	1,044.96
10519222	111910	11/1/2018	COX BUSINESS	MAIN ST DIGITAL ADAPTER	67.08
10519222	111910	11/1/2018	COX BUSINESS	TOWN HALL	688.00
10519301	1018	11/15/2018	AMAZON.COM	IT Office Supplies - Cups, Plates, Bowls	69.64
10519302	1018	11/15/2018	AMAZON.COM	Ubiquiti Microwave Radios	137.00
10519302	1018	11/15/2018	AMAZON.COM	Ubiquiti Microwave Radios	127.98
10519302	1018	11/15/2018	AMAZON.COM	Wireless Router	382.19
10519302	1018	11/15/2018	Digi-Key Corporation	ShoreTel fan replacements	72.47
10519306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018-IT	50.64
10519323	1018	11/15/2018	Microsoft Corporation	Office 365 Subscription	677.59
Fitness Center					
10520201	111910	11/1/2018	COX BUSINESS	FITNESS CENTER	3.14
10520201	112049	11/15/2018	COX BUSINESS	2035 HUNT HWY	109.96
10520201	112102	11/28/2018	COX BUSINESS	132 BAILEY ST	3.14
10520215	112057	11/15/2018	SOUTHWEST GAS CORPORATION	133 N MAIN ST	57.84

10520302	1018	11/15/2018	AMAZON.COM	Purchase Amazon.Com*m849h9zx2	49.71
10520302	1018	11/15/2018	AMAZON.COM	Purchase Amazon.Com*m84t63f01	36.42
10520302	1018	11/15/2018	AMAZON.COM	Purchase Amazon.Com*m86d77zf0	230.88
10520302	1018	11/15/2018	WALMART COMMUNITY # 0005 7118	Purchase Wm Supercenter #3360	24.73
10520302	1018	11/15/2018	WALMART COMMUNITY # 0005 7118	Purchase Wm Supercenter #2778	48.08
Parks & Recreation Admin					
10521209	111912	11/1/2018	Day Auto Supply Inc	Blanket for Fleet Parts	33.99
10521335	112124	11/28/2018	MATERIAL PROMOTIONS INC.	Over-the-Street Banner for Jr. Parada	1,149.00
10521401	1018	11/15/2018	ASCAP	Annual Music License Fee	352.67
10521401	112017	11/8/2018	Teresa Graciano-Bustillos	reimbursement for payment made to U.S. Notaries (Notary Public Stamps) for Graciano-Bustillos and Jaquette	31.93
10521403	111950	11/1/2018	Teresa Graciano-Bustillos	Active World - Local Per Diem	26.00
10521407	112140	11/28/2018	U. S. Post Master	Postage for the 2019 Spring Activity Guide	1,706.56
Parks Maintenance					
10522207	112041	11/15/2018	Arizona's Best Choice Pest & Termite Svc	Gopher Control for Heritage Park, Senior Center and Little League	235.00
10522207	112041	11/15/2018	Arizona's Best Choice Pest & Termite Svc	Gopher Control for Heritage Park, Senior Center and Little League	235.00
10522207	112041	11/15/2018	Arizona's Best Choice Pest & Termite Svc	Gopher Control for Heritage Park, Senior Center and Little League	235.00
10522207	112041	11/15/2018	Arizona's Best Choice Pest & Termite Svc	Gopher Control for Heritage Park, Senior Center and Little League	235.00
10522208	1018	11/15/2018	Lighting Unlimited	Light Fixtures for Jaques Square & Arriola Square	847.08
10522208	111947	11/1/2018	STOTZ EQUIPMENT	Mower blades and pulley	181.40
10522209	112077	11/21/2018	LONG STAR AUTO GLASS SERVICES	Blanket for Fleet glass repairs & replacement	332.21
10522209	112104	11/28/2018	Day Auto Supply Inc	oil & filter for pR-1	61.91
10522209	112104	11/28/2018	Day Auto Supply Inc	OIL FOR PR-1	38.14
10522222	112055	11/15/2018	RICK HALL	Standard Portable Toilet Serviced 1x/week at Main St. Park	70.98
10522302	112051	11/15/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	19.03
10522302	112051	11/15/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	23.76
10522302	112051	11/15/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	12.70
10522302	112051	11/15/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	19.02
10522302	112051	11/15/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	39.30
10522302	112051	11/15/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	23.72

10522302	112051	11/15/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	43.07
10522302	112051	11/15/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	4.90
10522302	112051	11/15/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	2.64
10522302	112051	11/15/2018	FLORENCE TRUE VALUE HARDWARE	Irrigation supplies, field marking paint, miscellaneous items for Park Maintenance.	14.81
10522306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018-PARKS MAINT	721.21
10522317	112040	11/15/2018	ARIZONA DEPARTMENT OF CORRECTIONS-ITA	INMATE LABOR/WORK PROGRAM	24.00
10522317	112096	11/28/2018	ARIZONA DEPARTMENT OF CORRECTIONS-ITA	INMATE LABOR/WORK PROGRAM	48.00
10522317	112096	11/28/2018	ARIZONA DEPARTMENT OF CORRECTIONS-ITA	INMATE LABOR/WORK PROGRAM	32.00
10522317	112096	11/28/2018	ARIZONA DEPARTMENT OF CORRECTIONS-ITA	INMATE LABOR/WORK PROGRAM	40.00
10522317	112096	11/28/2018	ARIZONA DEPARTMENT OF CORRECTIONS-ITA	INMATE LABOR/WORK PROGRAM	70.00
10522403	1018	11/15/2018	ALCA	ACL P Workshops- Lopez ACLP Workshops- White	60.00
10522403	1018	11/15/2018	ALCA	ACL P Workshops- Lopez ACLP Workshops- White	60.00
10522403	112035	11/15/2018	ALCA	2019 Membership dues: Affiliate/Municipalities	150.00
Community Center Facility					
10523302	1018	11/15/2018	AMAZON.COM	HDMI cables for meeting rooms	19.98
10523302	1018	11/15/2018	AMAZON.COM	Heavy duty garment rack to store table linens.	62.99
10523302	1018	11/15/2018	HOME DEPOT CREDIT SERVICES	replacement water filters for refrigerator	109.18
10523401	1018	11/15/2018	MOOD MEDIA CORPORATE	Pandora Music Subscription - Library & Community Center	29.43
Aquatics Programs					
10524207	111905	11/1/2018	CENTURYLINK	PARKS & REC	322.69
10524207	112101	11/28/2018	CENTURYLINK	0265 PARKS & REC	309.84
10524215	112057	11/15/2018	SOUTHWEST GAS CORPORATION	174.W 1ST ST #2	2,579.95
10524401	1018	11/15/2018	MOOD MEDIA CORPORATE	Pandora Music Subscription - Aquatic Center	29.43
Recreation Programs					
10525217	112119	11/28/2018	KIM A. HUNTER	Teen Leadership and programming for the 18-19 FY	3,000.00
10525224	111956	11/1/2018	WILLIAM KENNETH ABBEY	Jr NFL Referee	234.00
10525224	112105	11/28/2018	DENISE GORDEN	Zumba Instructor fees	150.00
10525302	1018	11/15/2018	AMAZON.COM	Supplies for FTC Haunted House *entered wrong GL in Caselle please code to 010-525-302	38.78
10525302	1018	11/15/2018	Dick Blick Art Materials	Arts and Culture Commission Programming Supplies	32.52
10525302	1018	11/15/2018	Dick Blick Art Materials	Arts and Culture Commission Programming Supplies	79.22
10525302	1018	11/15/2018	Dick Blick Art Materials	Arts and Culture Commission Programming Supplies	19.69

10525302	1018	11/15/2018	WALMART COMMUNITY # 0005 7118	Replacement Kickballs	10.76
10525302	1018	11/15/2018	WALMART COMMUNITY # 0005 7118	Purchase Wal-Mart #2778	215.31
10525302	1018	11/15/2018	WALMART COMMUNITY # 0005 7118	FTC Haunted House Supplies	56.27
10525302	1018	11/15/2018	WALMART COMMUNITY # 0005 7118	Purchase Wal-Mart #2778 Program Supplies	104.28
10525302	111948	11/1/2018	SURF & SKI ENTERPRISES	FTC shirts	534.60
10525302	112051	11/15/2018	FLORENCE TRUE VALUE HARDWARE	Supplies for FTC Haunted House	32.66
10525306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018-PARKS REC	227.00
10525403	1018	11/15/2018	ARIZONA PARKS AND	Purchase Arizona Parks Rec Facility Round table	25.00
10525403	111998	11/8/2018	MEGAN CETTA	Active World - Local Per Diem	26.00
Special Events					
10526217	111949	11/1/2018	Swank Motion Pictures, Inc.	Movie Licensing for movie in the park	475.02
10526222	112004	11/8/2018	RICK HALL	Portable Toilet for Halloween Fright Fest	136.50
10526302	1018	11/15/2018	AMAZON.COM	Supplies for FTC Haunted House	7.99
10526302	1018	11/15/2018	Family Dollar	Birthday Bags and pans for Birthday Kits Make a Difference Day	32.76
10526302	1018	11/15/2018	HOME DEPOT CREDIT SERVICES	Supplies for Florence Makes a Difference Day	321.44
10526302	1018	11/15/2018	HOME DEPOT CREDIT SERVICES	Additional supplies needed for Florence Makes a Difference Day	31.69
10526302	1018	11/15/2018	HOME DEPOT CREDIT SERVICES	Additional supplies needed for Florence Makes a Difference Day	500.00
10526302	1018	11/15/2018	HOME DEPOT CREDIT SERVICES	Supplies for Florence Makes a Difference Day	146.55
10526302	1018	11/15/2018	SAFEWAY INC.	Breakfast for Florence Makes a Difference Day	109.89
10526302	1018	11/15/2018	SAFEWAY INC.	Purchase Safeway #2835	26.49
10526302	1018	11/15/2018	Upchurch Candy Co.	Candy for Halloween Fright Fest	741.00
10526302	1018	11/15/2018	WALMART COMMUNITY # 0005 7118	FY 18-19 Supplies for events	111.54
10526302	1018	11/15/2018	WALMART COMMUNITY # 0005 7118	FY 18-19 Supplies for Events	306.67
10526302	1018	11/15/2018	WALMART COMMUNITY # 0005 7118	FY18-19 supplies for event	55.50
10526302	1018	11/15/2018	WALMART COMMUNITY # 0005 7118	Purchase Wm Supercenter #2778 Special Event Supplies	5.99
10526302	112051	11/15/2018	FLORENCE TRUE VALUE HARDWARE	Supplies for events	8.43
10526302	112051	11/15/2018	FLORENCE TRUE VALUE HARDWARE	Supplies for events	14.31
10526407	1018	11/15/2018	Facebook	Social Media Boost - Halloween Fright Fest	36.93

10526407	112100	11/28/2018	Casa Grande Valley Newspaper Inc.	FY 18-19 Ads for events	459.00
Senior Center					
10528201	112070	11/21/2018	COX BUSINESS	330 N PINAL ST/SENIOR CENTR	19.91
10528209	111931	11/1/2018	JONES AUTO CENTER	Blanket for Fleet parts	38.47
10528209	112104	11/28/2018	Day Auto Supply Inc	GAS CAP FOR SC-4	11.64
10528215	112057	11/15/2018	SOUTHWEST GAS CORPORATION	330 N PINAL ST	89.54
10528217	1018	11/15/2018	SAGUARO LAKE RANCH STABLES	Senior Center Excursions - Horse Back Ride	624.00
10528301	1018	11/15/2018	WALMART COMMUNITY # 0005 7118	Supplies for the kitchen, meals, building and van. Supplies for office - envelopes	9.94
10528302	1018	11/15/2018	WALMART COMMUNITY # 0005 7118	Supplies for the month	30.26
10528302	1018	11/15/2018	WALMART COMMUNITY # 0005 7118	Supplies for the kitchen, meals, building and van. Supplies for office - envelopes	418.41
10528302	112001	11/8/2018	PETTY CASH - SENIOR CENTER	Dollar General - Napkins	6.55
10528302	112001	11/8/2018	PETTY CASH - SENIOR CENTER	Food City - Bingo	29.83
10528302	112001	11/8/2018	PETTY CASH - SENIOR CENTER	Lisa Messinger - Bingo	30.56
10528302	112001	11/8/2018	PETTY CASH - SENIOR CENTER	Lisa Messinger - Bingo	30.67
10528302	112001	11/8/2018	PETTY CASH - SENIOR CENTER	Rhoda - Bingo	24.15
10528306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018-SENIOR CENTER	452.95
10528401	112017	11/8/2018	Teresa Graciano-Bustillos	reimbursement for payment made to U.S. Notaries (Notary Public Stamps) for Graciano-Bustillos and Jaquette	31.92
10528444	1018	11/15/2018	AMAZON.COM	Supplies for Make a Difference Day from Donation account	103.37
10528444	1018	11/15/2018	AMAZON.COM	Toothpaste for Make a Difference day from donation account	39.95
10528444	1018	11/15/2018	AMAZON.COM	Candy for the Recreation Halloween booth that the seniors run	47.67
10528444	1018	11/15/2018	AMAZON.COM	Make a difference day items for homeless kits	104.10
10528444	1018	11/15/2018	MOUNT ATHOS RESTAURANT	Senior Meal from Mt Athos	124.92
10528444	1018	11/15/2018	WALMART COMMUNITY # 0005 7118	Supplies for B-Day bags for Make a Difference Day	96.58
10528444	112109	11/28/2018	2nd Temp	BALANCE OF FUNDS RAISED THROUGH SR CENT LABOR DAY EVENT	804.43
10528444	112137	11/28/2018	2nd Temp	PAINT FOR LABOR DAY EVENT	21.29
10528444	112137	11/28/2018	2nd Temp	PAINTING SUPPLIES FOR LABOR DAY EVENT	16.28
Library					
10529202	112021	11/8/2018	U. S. Post Master	PO Box annual renewal	156.00
10529202	112059	11/15/2018	U. S. Post Master	Postage renewal	422.00
10529301	112014	11/8/2018	Staples Business Advantage	Office Supplies	235.77
10529302	1018	11/15/2018	AMAZON.COM	10 Disc DVD cases	31.80

10529302	1018	11/15/2018	Universal Media Corp	Single DVD cases	112.38
10529302	112000	11/8/2018	PETTY CASH - LIBRARY	Petty Cash renewal	94.39
10529308	111899	11/1/2018	BAKER & TAYLOR BOOKS	Fiction/CDs/Audio Books	38.48
10529308	111899	11/1/2018	BAKER & TAYLOR BOOKS	Children's/YA Books	20.33
10529308	111899	11/1/2018	BAKER & TAYLOR BOOKS	Nonfiction books/CDs/audio	99.73
10529308	111899	11/1/2018	BAKER & TAYLOR BOOKS	Nonfiction books/CDs/audio	158.33
10529308	111899	11/1/2018	BAKER & TAYLOR BOOKS	Childers/YA Books	69.29
10529308	111899	11/1/2018	BAKER & TAYLOR BOOKS	Nonfiction books/CDs/audio	82.28
10529308	111963	11/8/2018	BAKER & TAYLOR BOOKS	Children's/YA Books	12.20
10529308	111963	11/8/2018	BAKER & TAYLOR BOOKS	Nonfiction books/CDs/audio	75.22
10529308	111963	11/8/2018	BAKER & TAYLOR BOOKS	Nonfiction Books and DVDs	69.30
10529308	111963	11/8/2018	BAKER & TAYLOR BOOKS	Fiction Books/Audio/CD	327.48
10529308	111963	11/8/2018	BAKER & TAYLOR BOOKS	Nonfiction Books and DVDs	11.24
10529308	111963	11/8/2018	BAKER & TAYLOR BOOKS	Nonfiction Books and DVDs	110.07
10529308	111963	11/8/2018	BAKER & TAYLOR BOOKS	Nonfiction Books and DVDs	274.95
10529308	112043	11/15/2018	BAKER & TAYLOR BOOKS	Childers/YA Books	16.89
10529308	112043	11/15/2018	BAKER & TAYLOR BOOKS	Childers/YA Books	16.54
10529308	112043	11/15/2018	BAKER & TAYLOR BOOKS	Childers/YA Books	8.22
10529308	112043	11/15/2018	BAKER & TAYLOR BOOKS	Fiction Books/Audio/CD	130.57
10529308	112043	11/15/2018	BAKER & TAYLOR BOOKS	Nonfiction books/CDs/audio	37.39
10529308	112043	11/15/2018	BAKER & TAYLOR BOOKS	Nonfiction Books and DVDs	160.81
10529308	112043	11/15/2018	BAKER & TAYLOR BOOKS	Nonfiction Books and DVDs	26.99
10529308	112066	11/21/2018	BAKER & TAYLOR BOOKS	Nonfiction Books and DVDs	17.23
10529308	112066	11/21/2018	BAKER & TAYLOR BOOKS	Nonfiction Books and DVDs	18.73
10529402	1018	11/15/2018	2nd Temp	Lunch for Gloria Moreno while attending ALA Conference	14.72
Engineering					
10530306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018-ENGINEERING	53.56
Facilities Maintenance					
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	24.95
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	74.90
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	35.95
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	44.95
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	32.95
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	72.90
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	72.90
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	65.90
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	49.95
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	34.95
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	24.95
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	74.90
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	35.95
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	44.95
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	39.95
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	32.95
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	72.90

10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	72.90
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	65.90
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	49.95
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	34.95
10531207	111966	11/8/2018	BENSON SYSTEMS	ALARM SYSTEM MONITORING	39.95
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18 - FITNESS CENTER	35.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV181 - SENIOR CENTER	35.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18-POLICE ADMIN BLDG	35.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18-POLICE EVIDENCE BLDG	35.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV181-LIB / COMMUNITY CENTER	80.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18 - SILVER KING MARKET PLACE	25.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18 - HERITAGE PARK RR & CONS	25.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18 - CEMETERY	10.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18-BRUNENKANT BLDG	25.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18-AQUATIC CENTER	35.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18 - JACQUES SQUARE PARK RR	10.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18 - HIGH PROFILE PARKING RR	10.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18- FIRE #2	45.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18 - PARKS GROUNDS OFFICE	25.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18-PADILLA PARK RR	10.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18 - MCFARLAND STATE PARK	25.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18 - TOWN HALL	50.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18 - FIRE #1	25.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18 - IT HERITAGE PARK OFFICE	25.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18-PUBLIC WORKS FACILITY	45.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18 - COMMUNITY DEVELOPMENT	25.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOV18 - NWWTP & SWWTP	50.00
10531207	112022	11/8/2018	UNITED EXTERMINATING	NOVEMBER 2018 AQUATIC EQUIP RM	10.00
10531208	111843	10/25/2018	FERRELLGAS	Blanket for propane for generators	130.57
10531208	111843	10/25/2018	FERRELLGAS	Blanket for propane for generators	354.07
10531208	111922	11/1/2018	GEN-TECH	Fuel system repairs on Fire #2 Generator	4,855.08
10531208	111983	11/8/2018	FERRELLGAS	Propane for Anthem radio tower	130.57
10531208	111983	11/8/2018	FERRELLGAS	Propane for N Florence Radio tower	354.07
10531209	112071	11/21/2018	Day Auto Supply Inc	BRAKE PADS, ROTORS & DRUMS FOR FM-5	213.29
10531209	112104	11/28/2018	Day Auto Supply Inc	FRT END PARTS FOR FM-5	641.71
10531209	112104	11/28/2018	Day Auto Supply Inc	Blanket for Fleet Parts	23.15
10531209	112104	11/28/2018	Day Auto Supply Inc	FRT END PARTS FOR FM-5	19.89
10531209	112123	11/28/2018	Manatee Tire & Auto Inc. dba	Wheel alignment for FM-5	58.95
10531302	1018	11/15/2018	THE BOYS LLC	Thermostats	89.25
10531302	1018	11/15/2018	THE BOYS LLC	Purchase Supplyhouse.Com	53.95
10531302	1018	11/15/2018	THE BOYS LLC	Purchase Supplyhouse.Com	53.95
10531302	111844	10/25/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	9.00
10531302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Operating Supplies - Building Safety	9.00

10531302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	11.12
10531302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	15.88
10531302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	7.39
10531302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	21.82
10531302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	1.20
10531302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	7.17
10531302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	49.02
10531302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	62.43
10531302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-FACILITIES	16.40
10531304	111964	11/8/2018	BC GRAPHICS	BPO FOR UNIFORM SHIRTS	274.44
10531306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018-FAC MAINT	339.33
10531315	112030	11/8/2018	WAXIE SANITARY SUPPLY	BPO FOR CUSTODIAL SUPPLIES-FACILITIES	84.92
10531315	112063	11/15/2018	WAXIE SANITARY SUPPLY	BPO FOR CUSTODIAL SUPPLIES-FACILITIES	1,863.92
10531316	1018	11/15/2018	Lighting Unlimited	Purchase Lighting Unlimited	414.44
10531316	1018	11/15/2018	Lighting Unlimited	Purchase Lighting Unlimited	513.61
General Government					
10532201	111905	11/1/2018	CENTURYLINK	FIRE ALARMS	53.04
10532201	111905	11/1/2018	CENTURYLINK	TOWN HALL MAIN LINE	84.40
10532201	111978	11/8/2018	COX BUSINESS	CABLE FOR LIBRARY & COMMUNITY CTR	128.98
10532201	112048	11/15/2018	CENTURYLINK	TRUNK LINE	1,055.52
10532201	112048	11/15/2018	CENTURYLINK	AW SR 9-1-1 LOCATOR	158.56
10532201	112069	11/21/2018	CENTURYLINK	MAIN LINE	312.04
10532201	112101	11/28/2018	CENTURYLINK	0236 FIRE ALARM SYSTEM	53.04
10532201	112101	11/28/2018	CENTURYLINK	0593 INTERNET LINE	104.89
10532201	112101	11/28/2018	CENTURYLINK	7500 MAIN LINE	84.40
10532206	112042	11/15/2018	AZ MUNICIPAL RISK RETENTION-	Liability Insurance 2000238-1 10/18-10/19	638.00
10532206	112042	11/15/2018	AZ MUNICIPAL RISK RETENTION-	Liability Insurance 2000238-1 10/18-10/19	8,152.00
10532214	111905	11/1/2018	CENTURYLINK	291 S. BAILEY	149.75
10532214	111905	11/1/2018	CENTURYLINK	SILVERKING ALARM	154.10
10532214	112101	11/28/2018	CENTURYLINK	0705 SILVERKING ALARM	160.85
10532214	112101	11/28/2018	CENTURYLINK	8933 291 S BAILEY	160.20
10532314	112145	11/28/2018	WATER SHED	Town Hall water/ice	37.02
10532314	112145	11/28/2018	WATER SHED	Town Hall water/ice	21.83
10532314	112145	11/28/2018	WATER SHED	Town Hall water/ice	14.54
General Fund Fleet Services					
10536209	112071	11/21/2018	Day Auto Supply Inc	FREON FOR SHOP	59.37

10536306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018-FLEET	119.20
10536311	112104	11/28/2018	Day Auto Supply Inc	STAR SOCKET FOR SHOP	5.26
10536311	112104	11/28/2018	Day Auto Supply Inc	BUFFING PADS FOR SHOP	21.55
10536314	111912	11/1/2018	Day Auto Supply Inc	CABLE TIE & RETAINER FOR SHOP	8.32
10536314	112071	11/21/2018	Day Auto Supply Inc	Cable tie & hose clamps for shop	5.69
10536314	112071	11/21/2018	Day Auto Supply Inc	Shop supplies for Fleet	50.66
10551201	111905	11/1/2018	CENTURYLINK	MC FARLAND FIRE ALARM 8714	53.04
10551217	111923	11/1/2018	Greater Florence Chamber	3rd Quarter 2018 payment	11,500.00
Economic Development					
10551402	1018	11/15/2018	AAED	2018 Fall Forum Registration for Jennifer Evans	354.00
10551402	1018	11/15/2018	Little America Hotel	Lodging for AAED Conference - Jennifer Evans	286.26
10551402	111928	11/1/2018	JENNIFER EVANS	Per Diem for AAED Conference	278.75
10551407	112068	11/21/2018	Casa Grande Valley Newspaper Inc.	Advertisement for the Smithsonian Exhibition	384.33
General Capital Fund					
11515217	111958	11/8/2018	AJP ELECTRIC Inc.	labour to install Opticom system	9,200.00
11522217	112031	11/8/2018	WESTLAND RESOURCES INC	Poston Butte ENVIRO ASSMNT	2,595.41
11531211	112032	11/8/2018	Truly Painting & More LLC	Interior Painting Town Hall - West	3,970.00
11531211	112032	11/8/2018	Truly Painting & More LLC	Interior Painting Town Hall - East	3,970.00
11531211	112032	11/8/2018	Truly Painting & More LLC	Interior Painting Town Hall - Lobby	6,606.00
11531211	112032	11/8/2018	Truly Painting & More LLC	Interior Painting Town Hall - Bathrooms	2,727.00
11531211	112032	11/8/2018	Truly Painting & More LLC	Interior Painting Town Hall - Chambers	7,714.00
Streets Fund					
12518201	111910	11/1/2018	COX BUSINESS	digital adapter-mthly fees	3.14
12518201	112102	11/28/2018	COX BUSINESS	425 E RUGGLES ST	3.14
12518206	112042	11/15/2018	AZ MUNICIPAL RISK RETENTION-	Liability Insurance 2000238-1 10/18-10/19	55,250.00
12518207	111962	11/8/2018	ARIZONA CORRECTIONAL INDUSTRIES	BLANKET: INMATE LABOR	60.00
12518207	111962	11/8/2018	ARIZONA CORRECTIONAL INDUSTRIES	BLANKET: INMATE LABOR	60.00
12518209	111912	11/1/2018	Day Auto Supply Inc	Blanket for Fleet Parts	65.73
12518209	111912	11/1/2018	Day Auto Supply Inc	Blanket for Fleet Parts	4.90
12518209	111912	11/1/2018	Day Auto Supply Inc	Blanket for Fleet Parts	22.15
12518209	111921	11/1/2018	FREIGHTLINER ARIZONA LLC	Heater & sending unit for Def tank on ST-50	311.54
12518209	111934	11/1/2018	LONG STAR AUTO GLASS SERVICES	Blanket for Fleet glass repairs & replacement	55.00
12518209	111953	11/1/2018	Verizon Wireless	Blanket PO for Network Fleet (GPS) streets	127.50
12518209	112095	11/21/2018	Verizon Wireless	Blanket PO for Network Fleet (GPS) streets	127.50
12518209	112104	11/28/2018	Day Auto Supply Inc	BATTERY FOR ST-29	127.65
12518209	112104	11/28/2018	Day Auto Supply Inc	OIL & FILTER FOR ST-14	51.99
12518211	111946	11/1/2018	SIERRA Transportation & Technologies	BLANKET: Maintenance Other	1,075.00
12518211	112071	11/21/2018	Day Auto Supply Inc	HYD HOSE FITING FOR ST-59	72.69
12518211	112071	11/21/2018	Day Auto Supply Inc	Blanket for Fleet Parts	14.36

12518211	112071	11/21/2018	Day Auto Supply Inc	EXH CAP & TUBING FOR ST59	19.84
12518215	111915	11/1/2018	Electrical District No. 2	7158WW HUNT HWY (SIGNAL LIGHT ON HUNT) location 4828-050	48.95
12518215	111961	11/8/2018	APS	Streetlight BILLING AR0480006347	3,148.73
12518215	111967	11/8/2018	BIA	FLORENCE GARDENS D-D LIGHTS (4)	61.60
12518215	111967	11/8/2018	BIA	HWY 79 FLORENCE GARDEN D-D LIGHTS (8)	110.00
12518215	111967	11/8/2018	BIA	HWY 87 & CAMPBELL	46.20
12518215	111967	11/8/2018	BIA	TOF D-D LIGHTS (17)	233.75
12518215	112036	11/15/2018	APS	Streetlight BILLING AR0480006347	3,148.73
12518215	112038	11/15/2018	ARIZONA PUBLIC SERVICE	1206 MAIN ST ST LTS	3,007.87
12518215	112044	11/15/2018	BIA	723 N PINAL PKWY-TRAFFIC LIGHT	60.14
12518215	112050	11/15/2018	Electrical District No. 2	HPS 250 W 11 LTS DIV DAM RD	267.63
12518215	112107	11/28/2018	Electrical District No. 2	7158WW HUNT HWY (SIGNAL LIGHT ON HUNT) location 4828-050	43.65
12518217	111979	11/8/2018	D2 Surveying	STREETS ENGINEERING & SURVEYING	1,950.00
12518217	111985	11/8/2018	FIELD DATA SERVICES OF ARIZONA	TRAFFIC COUNT	3,402.00
12518301	111901	11/1/2018	BLEND4	BPO FOR OFFICE SUPPLIES	673.10
12518301	111901	11/1/2018	BLEND4	BPO FOR OFFICE SUPPLIES	80.15
12518301	111937	11/1/2018	OFFICE DEPOT INC	OFFICE SUPPLIES	11.06
12518301	111937	11/1/2018	OFFICE DEPOT INC	Office supplies	243.34
12518301	111937	11/1/2018	OFFICE DEPOT INC	Office Supplies	6.07
12518301	111937	11/1/2018	OFFICE DEPOT INC	Office Supplies	21.71
12518301	112045	11/15/2018	BLEND4	Balance due	17.01
12518301	112045	11/15/2018	BLEND4	BPO FOR OFFICE SUPPLIES	260.23
12518301	112058	11/15/2018	Staples Business Advantage	DS Building - Office Supplies - Streets	43.89
12518302	1018	11/15/2018	FULL SOURCE LLC.	Purchase Full Source LLC	467.89
12518302	111920	11/1/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-STREETS	19.13
12518302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-STREETS	19.63
12518302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-STREETS	63.63
12518302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-STREETS	20.11
12518302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-STREETS	53.99
12518302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-STREETS	35.71
12518302	112025	11/8/2018	VALUE-CRETE LLC	BPO FOR CONCRETE-STREETS	1,115.21
12518302	112051	11/15/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-STREETS	31.57
12518302	112051	11/15/2018	FLORENCE TRUE VALUE HARDWARE	BPO FOR OPERATING SUPPLIES-STREETS	25.40
12518302	112062	11/15/2018	WATER SHED	BPO FOR WATER&ICE/STREETS	98.73

12518302	112062	11/15/2018	WATER SHED	BPO FOR WATER&ICE/STREETS	58.42
12518302	112062	11/15/2018	WATER SHED	BPO FOR WATER&ICE/STREETS	33.23
12518302	112062	11/15/2018	WATER SHED	BPO FOR WATER&ICE/STREETS	52.66
12518302	112062	11/15/2018	WATER SHED	BPO FOR WATER&ICE/STREETS	32.91
12518304	111970	11/8/2018	C-A-L STORES COMPANIES INC.	1 PAIR BOOTS - M VALENZUELA	218.39
12518304	111970	11/8/2018	C-A-L STORES COMPANIES INC.	BPO/PANTS&BOOTS-ADRIAN REMIGIO	314.45
12518306	111983	11/8/2018	FERRELLGAS	Blanket for propane for generators	64.32
12518306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018-HURF	3,275.78
12518312	112037	11/15/2018	ARIZONA GLOVE & SAFETY	BPO FOR 1ST AID SUPPLIES	74.56
12518317	111984	11/8/2018	FERTIZONA COOLIDGE LLC	BLANKET: WEED CONTROL	2,304.80
12518322	111569	9/20/2018	Vulcan Materials Company	BPO FOR A/C COLD MIX-STREETS	3,102.58
12518322	112013	11/8/2018	SPEEDY STRIPING INC	ROAD STRIPING SERVICES	5,056.00
12518322	112027	11/8/2018	Vulcan Materials Company	A/C Cold Mix	2,827.13
12518403	112081	11/21/2018	PETTY CASH - FINANCE	Reimb to C. Salas for ADOT mgt	30.00
12518403	112147	11/29/2018	CHRIS MAHURIN	MEAL PER DIEM	49.14
12518403	112148	11/29/2018	FRANKLIN D. SPOON	MEAL PER DIEM	41.00
12518403	112149	11/29/2018	GRIJALVA MARIO	MEAL PER DIEM	41.00
12518403	112150	11/29/2018	Miguel, Valenzuela	MEAL PER DIEM	49.14
12518403	112151	11/29/2018	RYAN BURSON	Per Diem 11/5 ATSSA Class	41.00
12518408	112081	11/21/2018	PETTY CASH - FINANCE	DMV title - D. Hill	4.00
12536209	112071	11/21/2018	Day Auto Supply Inc	Freon for Shop	45.47
12536306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018-FLEET	169.21
12536311	112104	11/28/2018	Day Auto Supply Inc	STAR SOCKET FOR SHOP	4.03
12536311	112104	11/28/2018	Day Auto Supply Inc	BUFFING PADS FOR SHOP	16.50
12536311	112104	11/28/2018	Day Auto Supply Inc	STAR SOCKET SET FOR SHOP	29.85
12536311	112104	11/28/2018	Day Auto Supply Inc	STAR SOCKET SET FOR SHOP	38.98
12536314	111912	11/1/2018	Day Auto Supply Inc	CABLE TIE & RETAINER FOR SHOP	6.38
12536314	112071	11/21/2018	Day Auto Supply Inc	Cable tie & hose clamps for shop	4.36
12536314	112071	11/21/2018	Day Auto Supply Inc	SHOP TOWELS	38.80
12581507	111999	11/8/2018	Ninyo & Moore	Materials Testing FG Phase 4 - CIP T-08	2,751.75
12581507	111999	11/8/2018	Ninyo & Moore	Materials Testing FG Phase 5 - CIP T-09	2,751.75
12581507	111999	11/8/2018	Ninyo & Moore	Materials Testing FG Phase 4 - CIP T-08	8,529.75
12581507	111999	11/8/2018	Ninyo & Moore	Materials Testing FG Phase 5 - CIP T-09	8,529.75
Customer Utility Deposits					
51219000	111646	10/4/2018	2nd Temp	Water Deposit Refund	14.16
51219000	111888	10/25/2018	2nd Temp	Water Deposit Refund	64.75
51219000	111903	11/1/2018	2nd Temp	Water Deposit Refund	66.15
51219000	111927	11/1/2018	2nd Temp	Water Deposit Refund	125.89
51219000	111930	11/1/2018	2nd Temp	Water Deposit Refund	150.00
51219000	112112	11/28/2018	2nd Temp	HYDRANT DEPOSIT REFUND	117.35
51219000	112118	11/28/2018	2nd Temp	HYDRANT DEPOSIT REFUND	93.16
51219100	111938	11/1/2018	2nd Temp	Water HYDRANT DEPOSIT REFUND	526.51
51219100	111944	11/1/2018	2nd Temp	Water Hydrant Deposit Refund	614.41
Water Fund					
51574201	111905	11/1/2018	CENTURYLINK	S. PLANT	206.38

51574201	112101	11/28/2018	CENTURYLINK	0245 WATER	167.39
51574205	112047	11/15/2018	Casa Grande Valley Newspaper Inc.	Advertising for Public Notices	114.76
51574206	112042	11/15/2018	AZ MUNICIPAL RISK RETENTION-	Liability Insurance 2000238-1 10/18-10/19	47,447.00
51574207	1018	11/15/2018	ADOBE SYSTEMS INCORPORATED	Licensing of photos	32.75
51574208	112104	11/28/2018	Day Auto Supply Inc	COOLANT FO NFB GENERATOR	28.37
51574209	111953	11/1/2018	Verizon Wireless	Blanket PO for Network Fleet (GPS) water	63.75
51574209	112071	11/21/2018	Day Auto Supply Inc	Freon for Shop	7.58
51574209	112095	11/21/2018	Verizon Wireless	Blanket PO for Network Fleet (GPS) water	63.75
51574211	111977	11/8/2018	COOLIDGE ENGINE & PUMP L.L.C.	BLANKET: WATER MAINTENANCE & REPAIR	662.00
51574211	111977	11/8/2018	COOLIDGE ENGINE & PUMP L.L.C.	BLANKET: WATER MAINTENANCE & REPAIR	661.00
51574215	111967	11/8/2018	BIA	19455 HWY 79 WELL 1 W/O RVBTTM	2,119.63
51574215	111967	11/8/2018	BIA	IOWA MTR @ WTR TANK ON HILL	1,599.95
51574217	111976	11/8/2018	Controlled Energy Engineers LLC	FITNESS CENTER IMPROVEMENTS	4,150.00
51574217	111982	11/8/2018	EUSI LLC	TASK 5 PROFESSIONAL SERVICES	1,401.38
51574217	112031	11/8/2018	WESTLAND RESOURCES INC	TASK 3 ADDITIONAL SERVICES	4,794.69
51574304	111964	11/8/2018	BC GRAPHICS	UNIFORM SHIRTS - WAINSCOTT	123.51
51574306	112008	11/8/2018	SENERGY PETROLEUM	DIESEL FOR WELL GENERATORS	88.36
51574306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018-WATER	1,014.57
51574306	112056	11/15/2018	SENERGY PETROLEUM	LATE FEE	22.83
51574310	111981	11/8/2018	DPC ENTERPRISES L.P.	BLANKET: CHLORINE CANISTERS	482.53
51574310	111981	11/8/2018	DPC ENTERPRISES L.P.	BLANKET: CHLORINE CANISTERS	482.53
51574310	112052	11/15/2018	HILL BROTHERS CHEMICAL CO.	BLANKET: HYPOCHLORITE LIQUID BLEACH	864.17
51574311	111980	11/8/2018	Day Auto Supply Inc	BLANKET: WATER SMALL TOOLS	87.34
51574311	112104	11/28/2018	Day Auto Supply Inc	STAR SOCKET FOR SHOP	0.67
51574311	112104	11/28/2018	Day Auto Supply Inc	BUFFING PADS FOR SHOP	2.75
51574311	112104	11/28/2018	Day Auto Supply Inc	STAR SOCKET SET FOR SHOP	4.98
51574314	111912	11/1/2018	Day Auto Supply Inc	CABLE TIE & RETAINER FOR SHOP	1.06
51574314	112071	11/21/2018	Day Auto Supply Inc	Cable tie & hose clamps for shop	0.73
51574314	112071	11/21/2018	Day Auto Supply Inc	SHOP TOWELS	6.46
51574320	111708	10/11/2018	FLORENCE TRUE VALUE HARDWARE	BLANKET: WATER MAINTENANCE & REPAIR	10.91
51574320	111972	11/8/2018	CEMEX	LINE REPAIR & MAINTENANCE	1,495.66
51574320	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	MAINTENANCE & REPAIR	10.91
51574320	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	BLANKET: WATER MAINTENANCE & REPAIR	31.29
51574320	111987	11/8/2018	FORTILINE INC	BLANKET: WASTEWATER PROJECT PARTS	3,028.06
51574320	111987	11/8/2018	FORTILINE INC	BLANKET: WASTEWATER PROJECT PARTS	2,381.94
51574320	112146	11/29/2018	Apache Underground & Excavating	Connect Well 3B/4 to Well Site 5	10,920.00
51574326	111977	11/8/2018	COOLIDGE ENGINE & PUMP L.L.C.	OPERATIONS & MAINTENANCE	10,972.01

51574406	111904	11/1/2018	CENTRAL ARIZONA PROJECT	19 CAPITAL CHARGE 1ST HALF	41,984.00
51574507	111976	11/8/2018	Controlled Energy Engineers LLC	CIP WU-88 WELL PRESERCATION	8,730.00
51574507	112031	11/8/2018	WESTLAND RESOURCES INC	CIP WU-83 12 WATERLINE AUGMENTATION"	1,457.44
51581507	111969	11/8/2018	Bureau of Land Management	Monitoring Fees - Right of Way Grant	125.00
51581507	111969	11/8/2018	Bureau of Land Management	Monitoring Fees - Right of Way Grant	790.34
51581507	111969	11/8/2018	Bureau of Land Management	Monitoring Fees - Right of Way Grant	125.00
51581507	111969	11/8/2018	Bureau of Land Management	Monitoring Fees - Right of Way Grant	790.34
Waste Water Fund					
52575201	111905	11/1/2018	CENTURYLINK	WASTE WATER PLANT N	57.72
52575201	112101	11/28/2018	CENTURYLINK	2394 WASTEWATER	57.72
52575208	111909	11/1/2018	COOLIDGE ENGINE & PUMP L.L.C.	Emergency: Motor rewind materials	3,512.26
52575208	111940	11/1/2018	Pump Systems Inc.	Blanket: Emerg. repairs/maint.	570.00
52575208	111940	11/1/2018	Pump Systems Inc.	Blanket: Emerg. repairs/maint.	1,977.00
52575208	111940	11/1/2018	Pump Systems Inc.	Emergency influent pump station motor repairs	23.00
52575208	111940	11/1/2018	Pump Systems Inc.	Blanket: Emerg. repairs/maint.	15,178.00
52575209	111953	11/1/2018	Verizon Wireless	Blanket PO for Network Fleet (GPS) wastewater	63.75
52575209	112071	11/21/2018	Day Auto Supply Inc	Freon for Shop	12.63
52575209	112095	11/21/2018	Verizon Wireless	Blanket PO for Network Fleet (GPS) wastewater	63.75
52575217	111982	11/8/2018	EUSI LLC	TASK 5 PROFESSIONAL SERVICES	700.69
52575217	111995	11/8/2018	Legend Technical Svcs Inc.	Analytical Testing Services for WWTP's	3,435.00
52575217	111995	11/8/2018	Legend Technical Svcs Inc.	Analytical Testing Services for WWTP's	2,510.00
52575217	111995	11/8/2018	Legend Technical Svcs Inc.	Analytical Testing Services for WWTP's	1,930.00
52575217	112003	11/8/2018	Pro-Tec Environmental Inc.	PROFESSIONAL SERVICES	772.50
52575230	111894	11/1/2018	A.C. Sanitation Service LLC	Blanket: Landfill Fees for Sludge	13,336.11
52575302	111913	11/1/2018	DH Pace Company Inc.	Blanket: Misc. services needed	68.03
52575302	111913	11/1/2018	DH Pace Company Inc.	Blanket: Misc. services needed	19.55
52575302	111952	11/1/2018	USABlueBook - ACCT 703717	Blanket: Operating Supplies for WWTP's	75.52
52575302	111952	11/1/2018	USABlueBook - ACCT 703717	Blanket: Operating Supplies for WWTP's	559.93
52575302	111952	11/1/2018	USABlueBook - ACCT 703717	Blanket: Operating Supplies for WWTP's	254.19
52575302	111952	11/1/2018	USABlueBook - ACCT 703717	Blanket: Operating Supplies for WWTP's	255.16
52575302	111952	11/1/2018	USABlueBook - ACCT 703717	Blanket: Operating Supplies for WWTP's	533.97
52575302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	61.33
52575302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	37.40
52575302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	12.69
52575302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	7.39
52575302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	21.68
52575302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	31.23

52575302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	4.19
52575302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	57.30
52575302	112062	11/15/2018	WATER SHED	BPO FOR WATER&ICE/WWSP	23.93
52575302	112062	11/15/2018	WATER SHED	BPO FOR WATER&ICE/WWSP	18.92
52575302	112062	11/15/2018	WATER SHED	BPO FOR WATER&ICE/WWSP	21.39
52575302	112062	11/15/2018	WATER SHED	BPO FOR WATER&ICE/WWNP	46.07
52575304	111964	11/8/2018	BC GRAPHICS	UNIFORM SHIRTS - WAINSCOTT	123.50
52575306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018-S SEWER	123.86
52575310	111914	11/1/2018	DPC ENTERPRISES L.P.	Chlorine for WWTP's	241.27
52575310	111914	11/1/2018	DPC ENTERPRISES L.P.	Chlorine for WWTP's	149.13
52575310	111925	11/1/2018	HILL BROTHERS CHEMICAL CO.	Blanket: Sodium Hypochlorite 12.5%	1,571.80
52575310	111925	11/1/2018	HILL BROTHERS CHEMICAL CO.	Blanket: Sodium Bisulfite Chemical	619.59
52575310	111925	11/1/2018	HILL BROTHERS CHEMICAL CO.	Blanket: Sodium Hypochlorite 12.5%	1,639.20
52575310	111925	11/1/2018	HILL BROTHERS CHEMICAL CO.	Chemicals for Pool	1,369.62
52575310	111925	11/1/2018	HILL BROTHERS CHEMICAL CO.	Blanket: Sodium Bisulfite Chemical	739.16
52575310	111925	11/1/2018	HILL BROTHERS CHEMICAL CO.	Blanket: Sodium Hypochlorite 12.5%	1,369.62
52575310	111925	11/1/2018	HILL BROTHERS CHEMICAL CO.	Blanket: Sodium Bisulfite Chemical	500.02
52575310	111925	11/1/2018	HILL BROTHERS CHEMICAL CO.	Blanket: Sodium Bisulfite Chemical	500.02
52575310	111925	11/1/2018	HILL BROTHERS CHEMICAL CO.	Blanket: Sodium Hypochlorite 12.5%	1,639.20
52575310	111925	11/1/2018	HILL BROTHERS CHEMICAL CO.	Blanket: Sodium Hypochlorite 12.5%	706.98
52575310	111925	11/1/2018	HILL BROTHERS CHEMICAL CO.	Blanket: Sodium Bisulfite Chemical	739.16
52575310	111925	11/1/2018	HILL BROTHERS CHEMICAL CO.	Blanket: Sodium Hypochlorite 12.5%	1,347.88
52575311	112104	11/28/2018	Day Auto Supply Inc	STAR SOCKET FOR SHOP	1.12
52575311	112104	11/28/2018	Day Auto Supply Inc	BUFFING PADS FOR SHOP	4.58
52575311	112104	11/28/2018	Day Auto Supply Inc	STAR SOCKET SET FOR SHOP	8.29
52575314	111912	11/1/2018	Day Auto Supply Inc	Shop supplies for Fleet	1.77
52575314	112071	11/21/2018	Day Auto Supply Inc	Cable tie & hose clamps for shop	1.21
52575314	112071	11/21/2018	Day Auto Supply Inc	SHOP TOWELS	10.78
52575335	111952	11/1/2018	USABlueBook - ACCT 703717	Dual Input Meter/DO Probe	1,200.05
52575335	111952	11/1/2018	USABlueBook - ACCT 703717	SC200 Digital Dual-Input Controller	2,129.40
52575401	1018	11/15/2018	AZ Water Association	Arizona Water Association - Annual Membership for WWTP Operator (Grajeda)	32.50
52575401	1018	11/15/2018	AZ Water Association	Arizona Water Association - Annual Membership Dues for WWTP Operator	65.00
52575401	1018	11/15/2018	AZ Water Association	Arizona Water Association - Annual Membership Dues for WWTP Operator (Hilton)	32.50
52575401	1018	11/15/2018	AZ Water Association	Arizona Water Association - Annual Membership for WWTP Staff (Hansen)	32.50
52575402	1018	11/15/2018	AZ Water Association	AZ Water Assoc. - Technical Seminar 11/1/18 (Hilton & Grajeda)	130.00
52575403	1018	11/15/2018	AZ Water Association	Arizona Water Association - FOG Workshop/Training (Hansen)	100.00

52575403	111929	11/1/2018	Jennifer Hansen	Per diem for meals at AZ Water's FOG	54.00
52575403	111932	11/1/2018	JOY JONAS	Per diem for meals at AZ Water's FOG	54.00
52575406	111897	11/1/2018	Arizona Department of	Blanket: Annual Fees/Permits for Water Quality	6,000.00
52575406	111897	11/1/2018	Arizona Department of	WQL B2022296-APP ANNUAL REG FEE FOR SWWTP	6,000.00
52575406	111897	11/1/2018	Arizona Department of	Blanket: Annual Fees/Permits for Water Quality	307.03
52575406	111897	11/1/2018	Arizona Department of	Blanket: Annual Fees/Permits for Water Quality	549.00
52575507	112108	11/28/2018	FAIRFIELD SERVICE OMPANY OF IN, LLC	Fairfield Screen Repairs at SWWTP	24,466.25
52576201	111974	11/8/2018	CENTURYLINK	FIRE ALARMS-8356	224.44
52576209	111941	11/1/2018	PURCELL TIRE COMPANY	Blanket for PD tires	457.50
52576215	111967	11/8/2018	BIA	HWY 79 WW PLAND W SD OF INS	3,223.16
52576217	111982	11/8/2018	EUSI LLC	TASK 5 PROFESSIONAL SERVICES	700.68
52576217	111995	11/8/2018	Legend Technical Svcs Inc.	Analytical Testing Services for WWTP's	1,220.00
52576217	111995	11/8/2018	Legend Technical Svcs Inc.	Analytical Testing Services for WWTP's	581.00
52576217	111995	11/8/2018	Legend Technical Svcs Inc.	Analytical Testing Services for WWTP's	1,262.00
52576302	111900	11/1/2018	BioLynceus Biological Solutions LLC	Blanket PO: Misc. Operating Supplies	1,086.68
52576302	111913	11/1/2018	DH Pace Company Inc.	Blanket: Misc. services needed	68.02
52576302	111952	11/1/2018	USABlueBook - ACCT 703717	Blanket: Operating Supplies for WWTP's	144.34
52576302	111952	11/1/2018	USABlueBook - ACCT 703717	Blanket: Operating Supplies for WWTP's	144.35
52576302	111952	11/1/2018	USABlueBook - ACCT 703717	ACCUVAC, WAER, TNT, AMMONIA	559.92
52576302	111952	11/1/2018	USABlueBook - ACCT 703717	Blanket: Operating Supplies for WWTP's	254.19
52576302	111952	11/1/2018	USABlueBook - ACCT 703717	Blanket: Operating Supplies for WWTP's	255.15
52576302	111952	11/1/2018	USABlueBook - ACCT 703717	SUCTION HOSES	533.97
52576302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	16.38
52576302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	7.40
52576302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	160.90
52576302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Wastewater Treatment Plants	78.86
52576302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	1,018.31
52576302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	47.00
52576302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Wastewater Treatment Plants	55.63
52576302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	11.44
52576302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	2.69
52576302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	36.83

52576302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	31.09
52576302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	55.64
52576302	111986	11/8/2018	FLORENCE TRUE VALUE HARDWARE	Blanket: Operating Supplies for both	2.50
52576302	111992	11/8/2018	IDEXX Distribution inc	Blanket: Operating (Lab) Supplies for WWTP's	375.05
52576302	111992	11/8/2018	IDEXX Distribution inc	Blanket: Operating (Lab) Supplies for WWTP's	375.05
52576306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018-N SEWER	429.30
52576310	111914	11/1/2018	DPC ENTERPRISES L.P.	Chlorine for WWTP's	241.26
52576310	111914	11/1/2018	DPC ENTERPRISES L.P.	Chlorine for WWTP's	149.13
52576320	112072	11/21/2018	Ferguson Waterworks	BLANKET: WASTEWATER PARTS	1,185.37
52576320	112072	11/21/2018	Ferguson Waterworks	BLANKET: WASTEWATER PARTS	188.48
52576320	112072	11/21/2018	Ferguson Waterworks	BLANKET: WASTEWATER PARTS	1,305.36
52576335	111952	11/1/2018	USABlueBook - ACCT 703717	for WWTP's	1,200.05
52576335	111952	11/1/2018	USABlueBook - ACCT 703717	for both Wastewater Treatment Plants	2,129.40
52576401	1018	11/15/2018	AZ Water Association	Arizona Water Association - Annual Membership for WWTP Operator (Grajeda)	32.50
52576401	1018	11/15/2018	AZ Water Association	Arizona Water Association - Annual Membership Dues for WWTP Operator (Hilton)	32.50
52576401	1018	11/15/2018	AZ Water Association	Arizona Water Association - Annual Membership for WWTP Staff (Hansen)	32.50
52576402	1018	11/15/2018	AZ Water Association	AZ Water Assoc. - Technical Seminar 11/1/18 (Hilton & Grajeda)	130.00
52576403	1018	11/15/2018	AZ Water Association	Arizona Water Association - FOG Workshop/Training (Hansen)	100.00
52576403	111929	11/1/2018	Jennifer Hansen	Workshop/Training 11/7-11/8	54.00
52576403	111932	11/1/2018	JOY JONAS	Workshop/Training - Jonas 11/7-11/8	54.00
52576507	112072	11/21/2018	Ferguson Waterworks	SU-13 WWTP Expansion (N. Florence)	1,327.41
52576507	112072	11/21/2018	Ferguson Waterworks	SU-13 WWTP Expansion (N. Florence)	463.92
52581507	112031	11/8/2018	WESTLAND RESOURCES INC	RECHARGE PERMITTING AND	1,727.50
52581507	112031	11/8/2018	WESTLAND RESOURCES INC	RECHARGE PERMITTING AND	6,897.75
Customer Utility Deposits					
53219000	112106	11/28/2018	2nd Temp	Refund Sanitation Deposit	51.00
53219000	112113	11/28/2018	2nd Temp	REFUND SANITATION DEPOSIT	51.00
53219000	112130	11/28/2018	2nd Temp	Refund Sanitation Deposit	51.00
53219000	112133	11/28/2018	2nd Temp	Refund Sanitation Deposit	43.68
53219000	112136	11/28/2018	2nd Temp	Refund Sanitation Deposit	51.00
53219000	112143	11/28/2018	2nd Temp	Refund Sanitation Deposit	51.00
Sanitation Fund					
53571209	112071	11/21/2018	Day Auto Supply Inc	Freon for Shop	1.26
53571211	112002	11/8/2018	PINAL CO AIR QUALITY CONTROL	ANNUAL BURN PERMIT	250.00
53571217	112005	11/8/2018	RIGHT AWAY DISPOSAL LLC	NOV/18 RESIDENTIAL BILLING	53,105.93

53571217	112087	11/21/2018	RIGHT AWAY DISPOSAL LLC	NOV INSTITUTIONAL BILLING	7,776.70
53571230	111973	11/8/2018	CENTRAL ARIZONA TRANSFER	JULY Transfer Station Fees	438.12
53571230	111973	11/8/2018	CENTRAL ARIZONA TRANSFER	AUGUST Transfer Station Fees	11.82
53571230	111973	11/8/2018	CENTRAL ARIZONA TRANSFER	SEPTEMBER TRANSFER STA FEES	11.82
53571301	1018	11/15/2018	Sheplers.com	PHONE COVERS	112.20
53571306	112033	11/8/2018	WEX BANK	FUEL EXPENSE OCT 2018-SANITATION	155.35
53571311	112104	11/28/2018	Day Auto Supply Inc	STAR SOCKET FOR SHOP	0.11
53571311	112104	11/28/2018	Day Auto Supply Inc	BUFFING PADS FOR SHOP	0.46
53571311	112104	11/28/2018	Day Auto Supply Inc	STAR SOCKET SET FOR SHOP	0.83
53571314	111912	11/1/2018	Day Auto Supply Inc	CABLE TIE & RETAINER FOR SHOP	0.18
53571314	112071	11/21/2018	Day Auto Supply Inc	Cable tie & hose clamps for shop	0.12
53571314	112071	11/21/2018	Day Auto Supply Inc	SHOP TOWELS	1.08
Grants					
250510312	111951	11/1/2018	UNIVERSAL POLICE SUPPLY INC	Ballistic Vest for Martin	972.85
250510312	111951	11/1/2018	UNIVERSAL POLICE SUPPLY INC	Ballistic Vests: Andrews & Carrillo	2,053.88
250510312	111951	11/1/2018	UNIVERSAL POLICE SUPPLY INC	Ballistic Vest: Campbell: Grant funded	1,016.03
250510312	111951	11/1/2018	UNIVERSAL POLICE SUPPLY INC	Ballistic Vest-Grant Funded	1,135.01
Street Light Improvement District					
300506215	112039	11/15/2018	Arizona Public Service Company	SLID #1-Merrill Ranch	2,714.44
300506215	112039	11/15/2018	Arizona Public Service Company	SLID #2 Merrill Ranch	2,417.73
300506215	112039	11/15/2018	Arizona Public Service Company	SLID #3 Merrill Ranch	2,933.46
Other Funds					
501506217	112019	11/8/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	665.77
505506217	112019	11/8/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	665.77
508506217	112019	11/8/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	665.77
509506217	112019	11/8/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	665.77
510506217	112019	11/8/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	665.77
511506217	112019	11/8/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	665.77
597506217	112019	11/8/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	665.79
598506217	112019	11/8/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	665.79
599506217	112019	11/8/2018	TischlerBise Inc	Land Use Assumptions, IIP, Development Fee Report	665.80
957506205	111971	11/8/2018	Casa Grande Valley Newspaper Inc.	Public Notice OF SPECIAL ASSESSMENTS	126.23
958506205	111971	11/8/2018	Casa Grande Valley Newspaper Inc.	Public Notice OF SPECIAL ASSESSMENTS	126.23
					724,230.36

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: January 7, 2019 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk SUBJECT: Board and Commission Appointment		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" 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:

Recommendations for appointment are as follows:

- i. Re-appointment of H Christine Reid, Lynn Smith, and Betty Wheeler to the Historic District Advisory Commission, with terms to expire December 31, 2022.
- ii. Appointment of Carroll Michael to the Historic District Advisory Commission, with a term to expire December 31, 2022.
- iii. Re-appointment of Sheree Berger to the Library Advisory Board, with term to expire December 31, 2021.
- iv. Appointment of Douglas W. Stinson to the Parks and Recreation Board, with a term to expire December 31, 2021.
- v. Re-appointment of Gary Pranzo to the Planning and Zoning Commission, with a term to expire December 31, 2022.

BACKGROUND/DISCUSSION:

The Town began noticing the vacancies in October 2018. Advertisements were placed on the Town website, social media, Channel 11, and in the Florence Reminder noticing the availability of board and commission seats. The Town has had ongoing advertising

for vacancies and will continue to collect applications until all vacancies are filled. If the above are appointed, the following vacancies will be advertised as follows:

- Arts and Culture Commission (2 openings)
- Historic District Advisory Commission (1 opening)
- Library Advisory Board (2 openings)
- Parks and Recreation Advisory Board (1 opening)
- Planning and Zoning Commission (Up to 2 alternates)

The following is an excerpt for the Florence Town Code regarding Board and Commission:

32.002 MEMBERSHIP.

- A. All boards, commissions and committees of the municipality shall have five members unless a motion, resolution or ordinance creating the board, commission or committee specifies a different number of members.
- B. Each board, commission or committee shall as nearly as possible have an integrated or balanced membership with representatives of each race, sex and geographical area of the municipality.
- C. The Council shall, in making the appointment, take into consideration each person's knowledge, background, interest, experience and availability to perform the work and duties of the board, commission or committee. The applicant's political affiliation shall also be considered in making the appointment.
- D. A member of any board, commission or committee may concurrently serve on any other board, commission or committee of the municipality provided that there is no conflict created by the concurrent service, or unless a motion, resolution or ordinance creating the board, commission or committee specifies otherwise.
- E. All members shall be bona fide residents of the municipality and a registered voter, if 18 years of age or older, unless a motion, resolution or ordinance creating a board, commission or committee specifies otherwise, and shall serve without pay or compensation, except that a member shall be reimbursed for his or her actual and necessary expenses incurred in the performance of his or her official duties, provided that the expenses are approved by the Council prior to being incurred. Town employees or appointed officers shall not be eligible for appointment to any board, commission and committee, but may be requested to provide staff support thereto.

Planning and Zoning did receive two applications for one seat. The appointing committee unanimously recommended reappointing Gary Pranzo who serves as Chair to the Planning and Zoning Commission. The appointing Committee will interview the second applicant and forward a possible recommendation at a future meeting.

The liaisons have reviewed the applications and are forwarding the above listed recommendations to Council. Recommendations are based on each applicant's first choice and no member serving on more than one board at a time.

Staff will advertise for remaining vacant seats.

A VOTE OF NO WOULD MEAN:

Not Applicable

A VOTE OF YES WOULD MEAN:

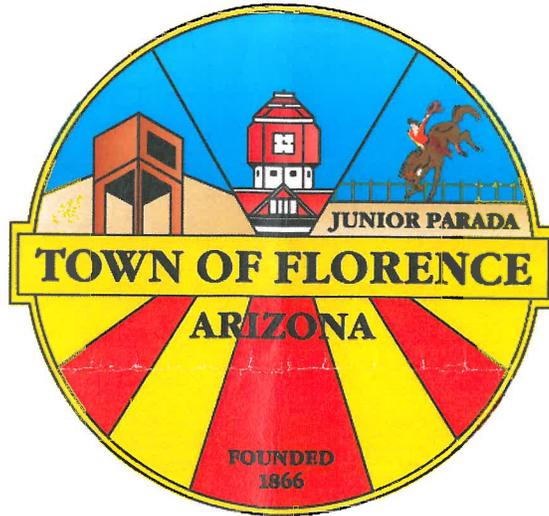
Not Applicable

FINANCIAL IMPACT:

None

ATTACHMENTS:

Applications
Boardmember List



Board and Commission Application

NAME: H. CHRISTINE REID DATE: NOV 7, 2018

Date Received: _____

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

Board and Commission Application

Name: H. CHRISTINE REED	Date: Nov 8, 2018
E-Mail Address: 2010 dogwood@gmail.com	
Street Address: 125 W. Ruggles	Mailing Address: P.O. Box 1358
Home Telephone: 520-868-3185	Work Telephone: 520-868-4382
Occupation: museum manager	Best Time to Call: after 4 PM
Do you own commercial property or operate a business in Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide: Work/Business Name: Work/Business Address:	
Length of Residency in Florence: 20 Years Are you a Registered Voter? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Do you live within the Town's incorporated limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide name of board, commission and/or committee and dates served:	
1. HDAC	Dates: 2003 thru current
2. HOME TOUR COMMITTEE	Dates: ? thru current
3. _____	Dates: _____ thru _____
4. _____	Dates: _____ thru _____

BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions (Please list no more than two boards, commissions in order of preference)

1	2
HDAC	

If appointed, how much time would you be able to devote to the board or commission?
 Hours per week? 4 Hours per month? 12

Employment History		
Employment Period	Employer's Name and Address	Title
2000 - current	Pinal County Historical Society	manager
2007 - current	San City Anthem - lifelong learning	instructor
Civic Activities - Service Organizations		

What personal and professional experience or background can you contribute to the board or commission? many years experience working on the commission and with town council, background on historic preservation

What is the most significant contribution you can make as a member of the board or commission for which you are applying? strong interest in preserving and keeping the historic district a valuable asset to the town.

Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions. Since day one I have worked to promote the town, learn its history, learn about historic preservation, ^{help} organize Home tour.

I understand that if a subject is presented for discussion to a board or commission where you have a conflict of interest, I will excuse myself from the discussion and abstain from voting. (For more information on conflict of interest, please contact the Town Attorney).

I understand that boards and commissions shall have no administrative authority unless specifically required by Federal or State Law, or Intergovernmental Agreement. Members of boards and commissions shall serve without compensation.

I further understand that to be considered for appointment to a board or commission I must be at least eighteen (18) years of age (except youth representatives), a qualified elector, and a resident of Florence unless a motion, resolution, or ordinance creating a board or commission specifics otherwise.

I further understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. If a member is absent without an excuse from three (3) or more consecutive meetings, the Town Council may remove this member from the board or commission and appoint another (subject to Town Council approval) to serve the remainder of the term. I also understand that this application is considered a public record.

Applicant's Signature: H. Christie Reed Date: Nov 8, 2018

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the board or Commission for which you have applied.

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132

* Application must be completely filled out in order to be considered *
THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

CITIZEN'S GUIDE.....Florence's Boards and Commissions

Arts and Culture Commission

Duties: Advises the Town Council on policies and plans pertaining to public art and the humanities in Florence.

Membership: Five members and one alternate appointed by the Town Council for three year terms. Members must be Florence residents or business owner.

Meetings: Meetings are held the 2nd Thursday of the month at 6:00 pm, at Florence Community Center, Ruggles #1, 778 North Main Street

Board of Adjustment

Duties: Serves as a quasi-judiciary board that hears variances, appeals and ordinance interpretations relating to regulations contained in the Zoning Ordinance.

Membership: The seven members of Council serve as the Board of Adjustments.

Meetings: As needed during regular Council Meetings

Historic District Advisory Commission

Duties: Maintains the historical integrity of the buildings within the district.

Membership: Seven members appointed by the Mayor and Council for a three year term, 4 of which shall be property owners within the district. Three or fewer shall have qualifications in one of the following areas historic preservation, architecture, planning, history, archeology, or related field. Three or fewer may also be filled by elected or appointed representatives of the municipality and its various commissions and authorities. Three or fewer places may be filled by at large residents of the municipality.

Meetings: Meetings are held the last Wednesday of the month at 6:00 pm, at Florence Town Hall, 775 North Main Street

Industrial Development Authority

Duties: In addition to the powers granted to an industrial development authority bylaw, the authority has the powers to acquire, whether by purchase, exchange, gift, and lease or otherwise establish, construct, improve, maintain equip and furnish one or more projects. The authority has the power to lease, sell, exchange, or donate any or all of its projects. The authority as all other powers as defined by ARS 35-706.

Membership: Seven regular members appointed by the Town Council for Six-year terms.

Meetings: The authority meetings are posted 24 in advance with time, date, and location of meeting

Library Advisory Board

Duties: To promote the interests of the Florence Public Library.

Membership: Five regular members appointed by the Town Council for two-year terms. Member must reside within the Florence Unified School District.

Meetings: Meetings are held the 3rd Wednesday of the month at 6:00 pm, at Florence Community Center, 778 North Main Street

Parks & Recreation Board

Duties: Advises Town Council and staff on issues pertaining to parks, open space, trails and recreation.

Membership: Five members appointed by the Town Council for a three-year terms.

Meetings: Meetings are held the 4th Thursday of the month at 6:00 pm at Florence Community Center, 778 North Main Street

Planning & Zoning Commission

Duties: Analyze, review and make recommendations to the Council regarding land use and development related issues.

Membership: Five members and one alternate* appointed by the Town Council for three-year terms.

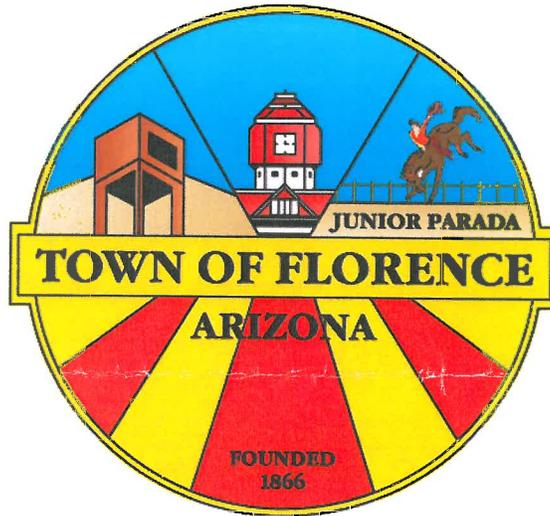
Meetings: Meetings are held the 1st and 3rd Thursday of the month at 6:00 pm, at Florence Town Hall, 775 North Main Street

* Alternates are not selected to fill in for board, commission or committee members that do not attend meetings. Alternates may attend meetings and are encouraged to do so as their attendance will enhance their overall knowledge and abilities and help them prepare for future appointment. However, alternates may not formally participate in the board, committee or commission decisions unless and until there is a vacancy, at which time they are automatically appointed to the open position.

Received

NOV 01 2018

Florence
Town Clerk's Office



Board and Commission Application

NAME: Lynn Smith DATE: _____

Date Received: _____

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

Board and Commission Application

Name: Lynn Smith	Date: 11-1-18
E-Mail Address: lynnsmith0562@gmail.com	
Street Address: 192 N. Bailey St	Mailing Address: PO Box 1810
Home Telephone: 868-4473	Work Telephone: ^{cell} 709-2470
Occupation: retired	Best Time to Call: anytime
Do you own commercial property or operate a business in Florence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide: Work/Business Name: own building 2 story - Work/Business Address: rental 315 N. Main	
Length of Residency in Florence: 20 Years Are you a Registered Voter? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Do you live within the Town's incorporated limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide name of board, commission and/or committee and dates served:	
1. <u>Historic Dist Advisory</u> Dates: <u>?</u> thru <u>2018</u> 2. _____ Dates: _____ thru _____ 3. _____ Dates: _____ thru _____ 4. _____ Dates: _____ thru _____	

BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions (Please list no more than two boards, commissions in order of preference)

1 HDAC	2 _____
----------	-----------

If appointed, how much time would you be able to devote to the board or commission?
 Hours per week? any needed Hours per month? anytime

Employment History		
Employment Period	Employer's Name and Address	Title
1986-1999	Beldingraph Garden Home, Mobile, AL	Tour Guide in Home
1980-83	House of Future Ahwatukee AZ	Tour Guide Frank Boyd Wright F. designed by son in law
Civic Activities – Service Organizations		
Pinal County Historical Society / President 17 years		
Home Tour Committee		

What personal and professional experience or background can you contribute to the board or commission? Art Major + History Minor / BA, ASU
Docent @ Stockton Museum (Haggin Galleries 1972-80
Vice President Historic Society, Mobile AL 1993-96

What is the most significant contribution you can make as a member of the board or commission for which you are applying? Caring for Historic District

Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions. _____

I have with my husband 4 property deeds
in the district

I understand that if a subject is presented for discussion to a board or commission where you have a conflict of interest, I will excuse myself from the discussion and abstain from voting. (For more information on conflict of interest, please contact the Town Attorney).

I understand that boards and commissions shall have no administrative authority unless specifically required by Federal or State Law, or Intergovernmental Agreement. Members of boards and commissions shall serve without compensation.

I further understand that to be considered for appointment to a board or commission I must be at least eighteen (18) years of age (except youth representatives), a qualified elector, and a resident of Florence unless a motion, resolution, or ordinance creating a board or commission specifies otherwise.

I further understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. If a member is absent without an excuse from three (3) or more consecutive meetings, the Town Council may remove this member from the board or commission and appoint another (subject to Town Council approval) to serve the remainder of the term. I also understand that this application is considered a public record.

Applicant's Signature: Lyn Smith Date: 11-1-18

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the board or Commission for which you have applied.

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132

* Application must be completely filled out in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

CITIZEN'S GUIDE.....Florence's Boards and Commissions

Arts and Culture Commission

Duties: Advises the Town Council on policies and plans pertaining to public art and the humanities in Florence.

Membership: Five members and one alternate appointed by the Town Council for three year terms. Members must be Florence residents or business owner.

Meetings: Meetings are held the 2nd Thursday of the month at 6:00 pm, at Florence Community Center, Ruggles #1, 778 North Main Street

Board of Adjustment

Duties: Serves as a quasi-judiciary board that hears variances, appeals and ordinance interpretations relating to regulations contained in the Zoning Ordinance.

Membership: The seven members of Council serve as the Board of Adjustments.

Meetings: As needed during regular Council Meetings

Historic District Advisory Commission

Duties: Maintains the historical integrity of the buildings within the district.

Membership: Seven members appointed by the Mayor and Council for a three year term, 4 of which shall be property owners within the district. Three or fewer shall have qualifications in one of the following areas historic preservation, architecture, planning, history, archeology, or related field. Three or fewer may also be filled by elected or appointed representatives of the municipality and its various commissions and authorities. Three or fewer places may be filled by at large residents of the municipality.

Meetings: Meetings are held the last Wednesday of the month at 6:00 pm, at Florence Town Hall, 775 North Main Street

Industrial Development Authority

Duties: In addition to the powers granted to an industrial development authority bylaw, the authority has the powers to acquire, whether by purchase, exchange, gift, and lease or otherwise establish, construct, improve, maintain equip and furnish one or more projects. The authority has the power to lease, sell, exchange, or donate any or all of its projects. The authority as all other powers as defined by ARS 35-706.

Membership: Seven regular members appointed by the Town Council for Six-year terms.

Meetings: The authority meetings are posted 24 in advance with time, date, and location of meeting

Library Advisory Board

Duties: To promote the interests of the Florence Public Library.

Membership: Five regular members appointed by the Town Council for two-year terms. Member must reside within the Florence Unified School District.

Meetings: Meetings are held the 3rd Wednesday of the month at 6:00 pm, at Florence Community Center, 778 North Main Street

Parks & Recreation Board

Duties: Advises Town Council and staff on issues pertaining to parks, open space, trails and recreation.

Membership: Five members appointed by the Town Council for a three-year terms.

Meetings: Meetings are held the 4th Thursday of the month at 6:00 pm at Florence Community Center, 778 North Main Street

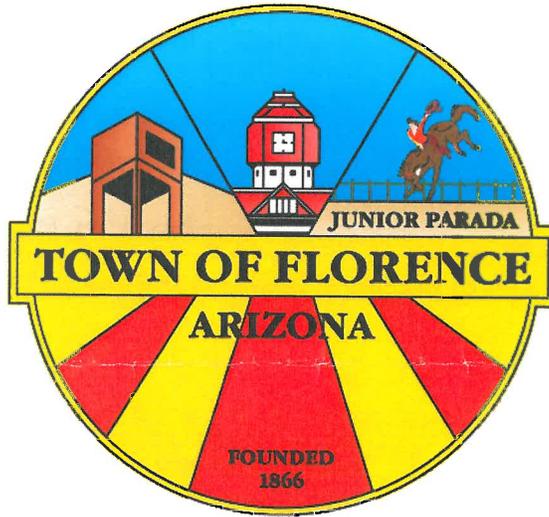
Planning & Zoning Commission

Duties: Analyze, review and make recommendations to the Council regarding land use and development related issues.

Membership: Five members and one alternate* appointed by the Town Council for three-year terms.

Meetings: Meetings are held the 1st and 3rd Thursday of the month at 6:00 pm, at Florence Town Hall, 775 North Main Street

* Alternates are not selected to fill in for board, commission or committee members that do not attend meetings. Alternates may attend meetings and are encouraged to do so as their attendance will enhance their overall knowledge and abilities and help them prepare for future appointment. However, alternates may not formally participate in the board, committee or commission decisions unless and until there is a vacancy, at which time they are automatically appointed to the open position.



Board and Commission Application

NAME: Betty Wheeler DATE: 10/30/18

Date Received: _____

Appointed on: _____ to HDAC Board/Commission

Term Expires: _____

RECEIVED
NOV - 1 2018
Florence
Town Clerk's Office

Board and Commission Application

Name: Betty Wheeler	Date: 10/30/18
E-Mail Address: bwheeler89@cox.net	
Street Address: 6606 W. Mockingbird Ct.	Mailing Address: Same
Home Telephone: 520-509-1121	Work Telephone:
Occupation: Retired	Best Time to Call:
Do you own commercial property or operate a business in Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide: Work/Business Name: Work/Business Address:	
Length of Residency in Florence: 10 Years Are you a Registered Voter? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Do you live within the Town's incorporated limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide name of board, commission and/or committee and dates served:	
1. HDAC	Dates: 2014 thru 2018
2. Board of Appeals	Dates: 2017 thru
3. Strategic Planning Committee	Dates: thru
4.	Dates: thru

BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions (Please list no more than two boards, commissions in order of preference)

1	HDAC	2	
---	------	---	--

If appointed, how much time would you be able to devote to the board or commission?
 Hours per week? 3-5 Hours per month?

Employment History		
Employment Period	Employer's Name and Address	Title
2002 - 2008	City of Talent, Oregon	City Manager
1986 - 2001	Town of Middleburg, VA	Town Manager
Civic Activities - Service Organizations		
Volunteer at Museum in Florence		
Volunteer at Project Bridge		

What personal and professional experience or background can you contribute to the board or commission? Through professional career I have worked with Boards and Commissions and understand government.

What is the most significant contribution you can make as a member of the board or commission for which you are applying? Served as the Commission Chair for several years.

Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions. Through involvement with PCHS Museum have grown to appreciate the history of Florence and understand the importance of preservation.

I understand that if a subject is presented for discussion to a board or commission where you have a conflict of interest, I will excuse myself from the discussion and abstain from voting. (For more information on conflict of interest, please contact the Town Attorney).

I understand that boards and commissions shall have no administrative authority unless specifically required by Federal or State Law, or Intergovernmental Agreement. Members of boards and commissions shall serve without compensation.

I further understand that to be considered for appointment to a board or commission I must be at least eighteen (18) years of age (except youth representatives), a qualified elector, and a resident of Florence unless a motion, resolution, or ordinance creating a board or commission specifies otherwise.

I further understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. If a member is absent without an excuse from three (3) or more consecutive meetings, the Town Council may remove this member from the board or commission and appoint another (subject to Town Council approval) to serve the remainder of the term. I also understand that this application is considered a public record.

Applicant's Signature: Betty White Date: 10/30/18

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the board or Commission for which you have applied.

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132

* Application must be completely filled out in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

CITIZEN'S GUIDE.....Florence's Boards and Commissions

Arts and Culture Commission

Duties: Advises the Town Council on policies and plans pertaining to public art and the humanities in Florence.

Membership: Five members and one alternate appointed by the Town Council for three year terms. Members must be Florence residents or business owner.

Meetings: Meetings are held the 2nd Thursday of the month at 6:00 pm, at Florence Community Center, Ruggles #1, 778 North Main Street

Board of Adjustment

Duties: Serves as a quasi-judiciary board that hears variances, appeals and ordinance interpretations relating to regulations contained in the Zoning Ordinance.

Membership: The seven members of Council serve as the Board of Adjustments.

Meetings: As needed during regular Council Meetings

Historic District Advisory Commission

Duties: Maintains the historical integrity of the buildings within the district.

Membership: Seven members appointed by the Mayor and Council for a three year term, 4 of which shall be property owners within the district. Three or fewer shall have qualifications in one of the following areas historic preservation, architecture, planning, history, archeology, or related field. Three or fewer may also be filled by elected or appointed representatives of the municipality and its various commissions and authorities. Three or fewer places may be filled by at large residents of the municipality.

Meetings: Meetings are held the last Wednesday of the month at 6:00 pm, at Florence Town Hall, 775 North Main Street

Industrial Development Authority

Duties: In addition to the powers granted to an industrial development authority bylaw, the authority has the powers to acquire, whether by purchase, exchange, gift, and lease or otherwise establish, construct, improve, maintain equip and furnish one or more projects. The authority has the power to lease, sell, exchange, or donate any or all of its projects. The authority as all other powers as defined by ARS 35-706.

Membership: Seven regular members appointed by the Town Council for Six-year terms.

Meetings: The authority meetings are posted 24 in advance with time, date, and location of meeting

Library Advisory Board

Duties: To promote the interests of the Florence Public Library.

Membership: Five regular members appointed by the Town Council for two-year terms. Member must reside within the Florence Unified School District.

Meetings: Meetings are held the 3rd Wednesday of the month at 6:00 pm, at Florence Community Center, 778 North Main Street

Parks & Recreation Board

Duties: Advises Town Council and staff on issues pertaining to parks, open space, trails and recreation.

Membership: Five members appointed by the Town Council for a three-year terms.

Meetings: Meetings are held the 4th Thursday of the month at 6:00 pm at Florence Community Center, 778 North Main Street

Planning & Zoning Commission

Duties: Analyze, review and make recommendations to the Council regarding land use and development related issues.

Membership: Five members and one alternate* appointed by the Town Council for three-year terms.

Meetings: Meetings are held the 1st and 3rd Thursday of the month at 6:00 pm, at Florence Town Hall, 775 North Main Street

* Alternates are not selected to fill in for board, commission or committee members that do not attend meetings. Alternates may attend meetings and are encouraged to do so as their attendance will enhance their overall knowledge and abilities and help them prepare for future appointment. However, alternates may not formally participate in the board, committee or commission decisions unless and until there is a vacancy, at which time they are automatically appointed to the open position.

Historic District Advisory Commission (HDAC)

Four (4) property owners/commissioners shall live in the Historic District.
(7 members with three-year terms)

HDAC meets the last Wednesday of the month at 6:00 p.m. at Town Hall Council Chambers, 775 N. Main Street.

Chairman

Betty Wheeler (Anthem)

6606 W. Mockingbird Ct.

Florence, Arizona 85132

Home: (520) 509-1121

Bwheeler8@cox.net

Appointed: 2/1/2016

Expires: 12/31/2018

K. Natasha Schmidt (Anthem)

3668 W. Saratoga Court

Florence, Arizona 85132

Home: (520) 723-7939

Cell: (520) 510-3655 (preferred)

mohrle1944@gmail.com

Appointed: 2/1/2016

Expires: 12/31/2018

Vice-Chairman

Cathy Adam (District)

P O Box 1825

240 E. Ruggles St.

Florence, Arizona 85132

Home: (520) 858-2033

cadam240@gmail.com

Appointed: 1/22/2018

Expires: 12/31/2020

Debbie Novotny (District)

P O Box 661

188 S. Willow

Florence, Arizona 85132

Home: (520) 705-0228

debbienovo@gmail.com

Appointed: 1/22/2018

Expires: 12/31/2020

Christine Reid (District)

P O Box 1358

125 W. Ruggles Street

Florence, Arizona 85132

Home: (520) 868-3185

Work: (520) 868-4382

Cell: (520) 510-3539

2010dogwood@gmail.com

Appointed: 2/1/2016

Expires: 12/31/2018

Victoria Knight (District)

P O Box 1452

698 S. San Carlos

Florence, AZ 85132

Home: (956) 200-8250

Vmat03@gmail.com

Appointed: 1/22/2018

Expires: 12/31/2020

Lynn Smith (District)

P O Box 1810

192 N. Bailey Street

Florence, Arizona 85132

Home: (520) 868-4473

Work: (520) 868-4382

Cell: (520) 709-2470

lynsmith0562@gmail.com

Appointed: 2/1/2016

Expires: 12/31/2018

Council Liaison

Councilmember Michelle Cordes

6566 W. Desert Blossom Way

Florence, Arizona 85132

Cell: (303) 882-1646

michelle.cordes@florenceaz.gov

Staff Liaison

Larry Harmer

P O Box 2670

Florence, Arizona 85132

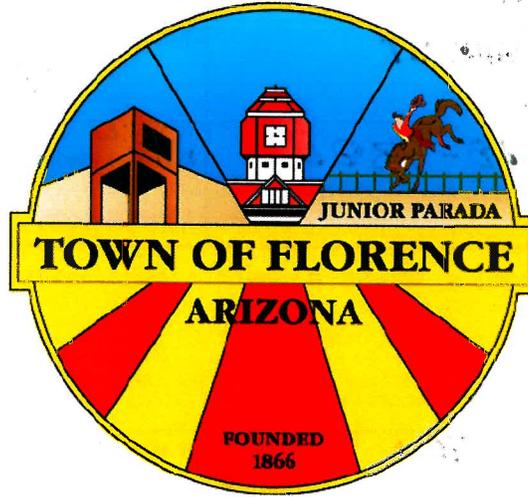
Office: (520) 868-7542

larry.harmer@florenceaz.gov

Received

DEC 26 2018

Florence
Town Clerk's Office



Board and Commission Application

NAME: Carroll Michael DATE: 12/26/18
Date Received: 12/26/18
Appointed on: _____ to _____ Board/Commission
Term Expires: _____

Board and Commission Application

Name: CARROLL MICHAEL	Date: 12-26-18	
E-Mail Address: SABINAM @ Q. COM		
Street Address: 55 N. PARK ST FLORENCE	Mailing Address: P.O. BOX 331 FLORENCE	
Home Telephone: 520-868-4386	Work Telephone: 520-635-9295	
Occupation: RETIRED	Best Time to Call: AFTER 5 pm	
Do you own commercial property or operate a business in Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide: Work/Business Name: Work/Business Address:		
Length of Residency in Florence: 40+ Years Are you a Registered Voter? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Do you live within the Town's incorporated limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide name of board, commission and/or committee and dates served: 1. _____ Dates: _____ thru _____ 2. _____ Dates: _____ thru _____ 3. _____ Dates: _____ thru _____ 4. _____ Dates: _____ thru _____		
BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions (Please list <u>no more</u> than two boards, commissions in order of preference)		
1 HISTORIC ADVISORY COMM.	2 _____	
If appointed, how much time would you be able to devote to the board or commission? Hours per week? 1-2 Hours per month? 4-6		
Employment History		
Employment Period	Employer's Name and Address	Title
2005-2015	TOWN OF FLORENCE	BUILDING OFFICIAL
Civic Activities – Service Organizations		
LIFE MEMBER PINAL CO HISTORICAL SOCIETY		
GILA VALLEY MASONIC LODGE #9		

What personal and professional experience or background can you contribute to the board or commission? I HAVE KNOWLEDGE AND EXPERIENCE WITH THE TOWN'S MUNICIPAL CODES, DEVELOPMENT CODE AND BUILDING CODES

What is the most significant contribution you can make as a member of the board or commission for which you are applying? I HAVE EXPERIENCE WORKING WITH THE PUBLIC WHILE EMPLOYED WITH THE TOWN OF FLORENCE AS A PLANS EXAMINER, BUILDING INSPECTOR & CODE ENFORCEMENT OFFICER.

Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions. I'VE BEEN A RESIDENT OF FLORENCE FOR MORE THAN 40 YEARS AND WORKED AS A CONTRACTOR LOCALLY AND APPRECIATE FLORENCE'S HISTORICAL HERITAGE.

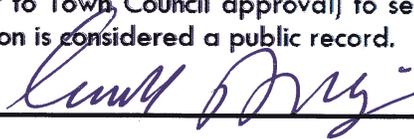
I understand that if a subject is presented for discussion to a board or commission where you have a conflict of interest, I will excuse myself from the discussion and abstain from voting. (For more information on conflict of interest, please contact the Town Attorney).

I understand that boards and commissions shall have no administrative authority unless specifically required by Federal or State Law, or Intergovernmental Agreement. Members of boards and commissions shall serve without compensation.

I further understand that to be considered for appointment to a board or commission I must be at least eighteen (18) years of age (except youth representatives), a qualified elector, and a resident of Florence unless a motion, resolution, or ordinance creating a board or commission specifies otherwise.

I further understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. If a member is absent without an excuse from three (3) or more consecutive meetings, the Town Council may remove this member from the board or commission and appoint another (subject to Town Council approval) to serve the remainder of the term. I also understand that this application is considered a public record.

Applicant's Signature: _____



Date: 12-26-18

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the board or Commission for which you have applied.

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132

* Application must be completely filled out in order to be considered *
THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

CITIZEN'S GUIDE.....Florence's Boards and Commissions

Arts and Culture Commission

Duties: Advises the Town Council on policies and plans pertaining to public art and the humanities in Florence.

Membership: Five members and one alternate appointed by the Town Council for three year terms. Members must be Florence residents or business owner.

Meetings: Meetings are held the 2nd Thursday of the month at 6:00 pm, at Florence Community Center, Ruggles #1, 778 North Main Street

Board of Adjustment

Duties: Serves as a quasi-judiciary board that hears variances, appeals and ordinance interpretations relating to regulations contained in the Zoning Ordinance.

Membership: The seven members of Council serve as the Board of Adjustments.

Meetings: As needed during regular Council Meetings

Historic District Advisory Commission

Duties: Maintains the historical integrity of the buildings within the district.

Membership: Seven members appointed by the Mayor and Council for a three year term, 4 of which shall be property owners within the district. Three or fewer shall have qualifications in one of the following areas historic preservation, architecture, planning, history, archeology, or related field. Three or fewer may also be filled by elected or appointed representatives of the municipality and its various commissions and authorities. Three or fewer places may be filled by at large residents of the municipality.

Meetings: Meetings are held the last Wednesday of the month at 6:00 pm, at Florence Town Hall, 775 North Main Street

Industrial Development Authority

Duties: In addition to the powers granted to an industrial development authority bylaw, the authority has the powers to acquire, whether by purchase, exchange, gift, and lease or otherwise establish, construct, improve, maintain equip and furnish one or more projects. The authority has the power to lease, sell, exchange, or donate any or all of its projects. The authority as all other powers as defined by ARS 35-706.

Membership: Seven regular members appointed by the Town Council for Six-year terms.

Meetings: The authority meetings are posted 24 in advance with time, date, and location of meeting

Library Advisory Board

Duties: To promote the interests of the Florence Public Library.

Membership: Five regular members appointed by the Town Council for two-year terms. Member must reside within the Florence Unified School District.

Meetings: Meetings are held the 3rd Wednesday of the month at 6:00 pm, at Florence Community Center, 778 North Main Street

Parks & Recreation Board

Duties: Advises Town Council and staff on issues pertaining to parks, open space, trails and recreation.

Membership: Five members appointed by the Town Council for a three-year terms.

Meetings: Meetings are held the 4th Thursday of the month at 6:00 pm at Florence Community Center, 778 North Main Street

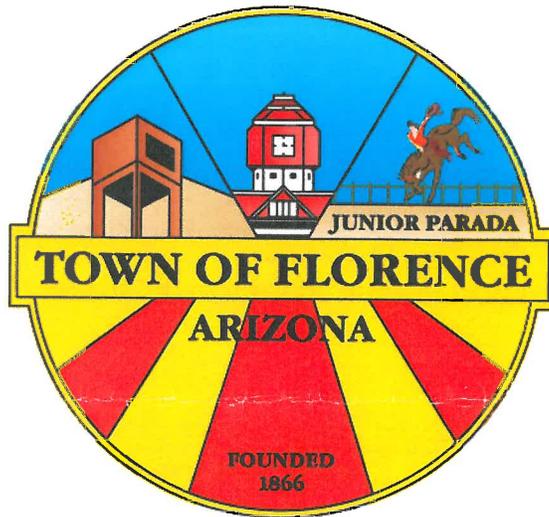
Planning & Zoning Commission

Duties: Analyze, review and make recommendations to the Council regarding land use and development related issues.

Membership: Five members and one alternate* appointed by the Town Council for three-year terms.

Meetings: Meetings are held the 1st and 3rd Thursday of the month at 6:00 pm, at Florence Town Hall, 775 North Main Street

* Alternates are not selected to fill in for board, commission or committee members that do not attend meetings. Alternates may attend meetings and are encouraged to do so as their attendance will enhance their overall knowledge and abilities and help them prepare for future appointment. However, alternates may not formally participate in the board, committee or commission decisions unless and until there is a vacancy, at which time they are automatically appointed to the open position.



Board and Commission Application

NAME: Sheree Berger DATE: 11-8-18

Date Received: 11/13/18

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

Board and Commission Application

Name: Sheree Berger	Date: 11-8-18
E-Mail Address: SLBberger@hotmail.com	
Street Address: 409 E. Ashley Way	Mailing Address: PO BOX 324
Home Telephone: 520-868-5288	Work Telephone: —
Occupation: Food Service	Best Time to Call: any TIME
Do you own commercial property or operate a business in Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide: Work/Business Name: Work/Business Address:	
Length of Residency in Florence: 43 Years Are you a Registered Voter? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Do you live within the Town's incorporated limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide name of board, commission and/or committee and dates served:	
1. <u>Library Advisory Board</u> Dates: <u>2006?</u> thru <u>now</u> 2. _____ Dates: _____ thru _____ 3. _____ Dates: _____ thru _____ 4. _____ Dates: _____ thru _____	

BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions (Please list no more than two boards, commissions in order of preference)

1	Library Advisory Board	2
---	------------------------	---

If appointed, how much time would you be able to devote to the board or commission?
 Hours per week? 2 Hours per month? 8

Employment History

Employment Period	Employer's Name and Address	Title
13 years	Florence Unified School District	Sped Para Pro @ Food Service

Civic Activities – Service Organizations

Florence Advisory Board

What personal and professional experience or background can you contribute to the board or commission? I am a life long lover of books

and reading. I believe the library in Florence offers many services to the public and I want to be a part of it.

What is the most significant contribution you can make as a member of the board or commission for which you are applying? I can contribute my time

and knowledge of public libraries to serve the library advisory board.

Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions. I have

been involved in the Florence community library since 1976. as a patron and advisory board member.

I understand that if a subject is presented for discussion to a board or commission where you have a conflict of interest, I will excuse myself from the discussion and abstain from voting. (For more information on conflict of interest, please contact the Town Attorney).

I understand that boards and commissions shall have no administrative authority unless specifically required by Federal or State Law, or Intergovernmental Agreement. Members of boards and commissions shall serve without compensation.

I further understand that to be considered for appointment to a board or commission I must be at least eighteen (18) years of age (except youth representatives), a qualified elector, and a resident of Florence unless a motion, resolution, or ordinance creating a board or commission specifies otherwise.

I further understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. If a member is absent without an excuse from three (3) or more consecutive meetings, the Town Council may remove this member from the board or commission and appoint another (subject to Town Council approval) to serve the remainder of the term. I also understand that this application is considered a public record.

Applicant's Signature: Shore Berger Date: 11-8-18

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the board or Commission for which you have applied.

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132

* Application must be completely filled out in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

CITIZEN'S GUIDE.....Florence's Boards and Commissions

Arts and Culture Commission

Duties: Advises the Town Council on policies and plans pertaining to public art and the humanities in Florence.
Membership: Five members and one alternate appointed by the Town Council for three year terms. Members must be Florence residents or business owner.
Meetings: Meetings are held the 2nd Thursday of the month at 6:00 pm, at Florence Community Center, Ruggles #1, 778 North Main Street

Board of Adjustment

Duties: Serves as a quasi-judiciary board that hears variances, appeals and ordinance interpretations relating to regulations contained in the Zoning Ordinance.
Membership: The seven members of Council serve as the Board of Adjustments.
Meetings: As needed during regular Council Meetings

Historic District Advisory Commission

Duties: Maintains the historical integrity of the buildings within the district.
Membership: Seven members appointed by the Mayor and Council for a three year term, 4 of which shall be property owners within the district. Three or fewer shall have qualifications in one of the following areas historic preservation, architecture, planning, history, archeology, or related field. Three or fewer may also be filled by elected or appointed representatives of the municipality and its various commissions and authorities. Three or fewer places may be filled by at large residents of the municipality.
Meetings: Meetings are held the last Wednesday of the month at 6:00 pm, at Florence Town Hall, 775 North Main Street

Industrial Development Authority

Duties: In addition to the powers granted to an industrial development authority bylaw, the authority has the powers to acquire, whether by purchase, exchange, gift, and lease or otherwise establish, construct, improve, maintain equip and furnish one or more projects. The authority has the power to lease, sell, exchange, or donate any or all of its projects. The authority as all other powers as defined by ARS 35-706.
Membership: Seven regular members appointed by the Town Council for Six-year terms.
Meetings: The authority meetings are posted 24 in advance with time, date, and location of meeting

Library Advisory Board

Duties: To promote the interests of the Florence Public Library.
Membership: Five regular members appointed by the Town Council for two-year terms. Member must reside within the Florence Unified School District.
Meetings: Meetings are held the 3rd Wednesday of the month at 6:00 pm, at Florence Community Center, 778 North Main Street

Parks & Recreation Board

Duties: Advises Town Council and staff on issues pertaining to parks, open space, trails and recreation.
Membership: Five members appointed by the Town Council for a three-year terms.
Meetings: Meetings are held the 4th Thursday of the month at 6:00 pm at Florence Community Center, 778 North Main Street

Planning & Zoning Commission

Duties: Analyze, review and make recommendations to the Council regarding land use and development related issues.
Membership: Five members and one alternate* appointed by the Town Council for three-year terms.
Meetings: Meetings are held the 1st and 3rd Thursday of the month at 6:00 pm, at Florence Town Hall, 775 North Main Street

* Alternates are not selected to fill in for board, commission or committee members that do not attend meetings. Alternates may attend meetings and are encouraged to do so as their attendance will enhance their overall knowledge and abilities and help them prepare for future appointment. However, alternates may not formally participate in the board, committee or commission decisions unless and until there is a vacancy, at which time they are automatically appointed to the open position.

Library Advisory Board

(2 Year Term)

Meets Quarter on the Third Wednesday of the Month at 6:00 p.m. at
Florence Library and Community Center, 778 N. Main Street, Florence AZ
5 members

Sarah Estrada

444E. Feliz Street
P O Box 1912
Florence AZ 85132
Sarahestrada40@gmail.com
Home: 480-586-6739
Work: 520-866-3556
Appointed: 4/2/18
Expires: 12/31/19

Talma Harmon, Secretary

P O Box 1944
515 N. Warner
Florence, AZ 85132
Cell: (520) 450-2183
Work: (520) 866-4037
quitah@hotmail.com
Appointed: 2/6/2017
Expires: 12/31/2018

Kamian Harmon

P O Box 1944
515 N. Warner
Florence AZ 85132
Cell: (520) 208-4235
kharmon@scvuhs.org
Appointed: 4/2/2018
Expires: 12/31/2019

Sheree Berger

P O Box 324
409 Ashley Way
Florence, AZ 85132
Home: (520) 868-5288
Work: (520) 866-3500
Cell: (520) 518-1526
shereeberger@hotmail.com
Re-appointed: 12/19/2016
Expires: 12/31/2018

Eugene Horan

3686 N. Princeton Ct.
Florence, AZ 85132
Home: (520) 723-1339
Cell: (520) 431-1638
genehoran@mac.com
Appointed: 1/17/2017
Expires: 12/31/2018

Council Liaisons

Karen J. Wall

3727 N. Monument Drive
Florence, AZ 85132
Home: 520-723-9229
Cell: 916-799-8194
karen.wall@florenceaz.gov

Staff Liaison

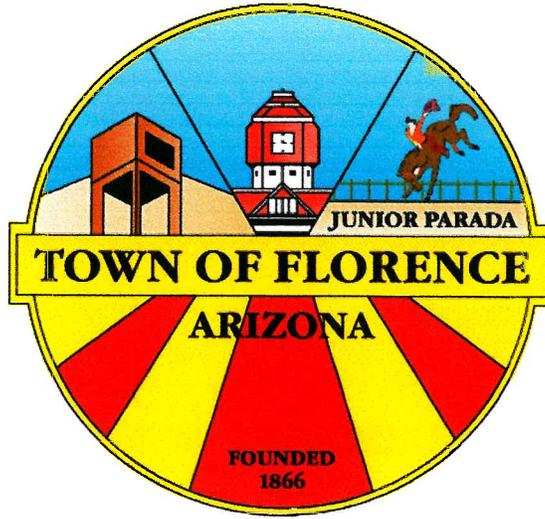
Jasper Halt

778 N. Main Street
Florence, AZ 85132
(520) 8688313
Jasper.halt@florenceaz.gov

Received

DEC 14 2018

Florence
Town Clerk's Office



Board and Commission Application

NAME: Douglas W. Stinson DATE: 09-05-18

Date Received: 12/14/18 BH

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

Board and Commission Application

Name: Douglas W Stinson	Date: 9-5-18
E-Mail Address: pinal768@aol.com	
Street Address: 275 E. Virginia Florence az	Mailing Address: PO Box 36 Florence Az 85132
Home Telephone: (520) 560-6404	Work Telephone:
Occupation: Retired Deputy Sheriff	Best Time to Call: any
Do you own commercial property or operate a business in Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide:</i> Work/Business Name: Work/Business Address:	
Length of Residency in Florence: <u>30+</u> Years Are you a Registered Voter? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Do you live within the Town's incorporated limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide name of board, commission and/or committee and dates served:	
1. _____ Dates: _____ thru _____	
2. _____ Dates: _____ thru _____	
3. _____ Dates: _____ thru _____	
4. _____ Dates: _____ thru _____	

BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions
 (Please list no more than two boards, commissions in order of preference)

1	Parks and rec advisory board	2	
---	------------------------------	---	--

If appointed, how much time would you be able to devote to the board or commission?
 Hours per week? as needed Hours per month? as needed

Employment History		
Employment Period	Employer's Name and Address	Title
2-98/7-18	County Sheriff Office PO Box 867 Florence /	Deputy Sheriff

Civic Activities – Service Organizations
 Member of Coolidge/Florence Elks lodge
 Member of Pinal County Mounted Posse

What personal and professional experience or background can you contribute to the board or commission?

with over 35 years of public safety experience and a long time resident of Florence I feel I can provide an open minded view of the history as well as the future of youth and adult activities in the area.

What is the most significant contribution you can make as a member of the board or commission for which you are applying?

I feel I could assist in both preserving some of the history of activities in Florence as well as being open to new ideas and progress into the future with new activities

Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions.

I have been invoved in one aspect or another in many parks and rec activities over the last several years and now that I am retired I have additional time to devote to assisting the town to continue to grow.

I understand that if a subject is presented for discussion to a board or commission where you have a conflict of interest, I will excuse myself from the discussion and abstain from voting. (For more information on conflict of interest, please contact the Town Attorney).

I understand that boards and commissions shall have no administrative authority unless specifically required by Federal or State Law, or Intergovernmental Agreement. Members of boards and commissions shall serve without compensation.

I further understand that to be considered for appointment to a board or commission I must be at least eighteen (18) years of age (except youth representatives), a qualified elector, and a resident of Florence unless a motion, resolution, or ordinance creating a board or commission specifics otherwise.

I further understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. If a member is absent without an excuse from three (3) or more consecutive meetings, the Town Council may remove this member from the board or commission and appoint another (subject to Town Council approval) to serve the remainder of the term. I also understand that this application is considered a public record.

Applicant's Signature: _____

Date: 9-5-18

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the board or Commission for which you have applied.

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132

* Application must be completely filled out in order to be considered *
THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

Parks & Recreation Board

(3 Year Term)

Meets Quarterly on Fourth Thursday of the Month at Florence Library and
Community Center, 778 N. Main Street, Florence, AZ

At 4:00 pm (effective 5-3-18 – see minutes)

5 members

Don Pinson, Chairman

P O Box 1165

177 S. Bush Street

Florence, AZ 85132

Home: (520) 868-4872

Cell: (520) 518-1625

dandnpinson@cgmailbox.com

Appointed: 2/1/2016

Expires: 12/31/2018

Donald Woolridge

P O Box 482

534 W. 14th Street

Florence, AZ 85132

Home: (520) 868-3204

Work: (520) 868-4772

dlwoolridge@cox.net

Appointed: 1/17/2017

Expires: 12/31/2019

Vacant

Appointed:

Expires: 12/31/2017

Council Liaison

Judy Hughes

2918 N. Congressional Way

Florence AZ 85132

Home: 520-858-5414

judy.hughes@florenceaz.gov

Tom Smith

P O Box 1810

192 N. Bailey Street

Florence AZ 85132

Home: 520-868-4473

Cell: 520-705-1221

Toml.lynn05@gmail.com

Appointed: 1/22/2018

Expires: 12/31/2020

Staff Liaison

Bryan Hughes

P O Box 2670

778 N. Main Street

Florence, AZ 85132

bryan.hughes@florenceaz.gov

Office: (520) 868-7582

Cell: (520) 840-1443

Kelly Williams

P O Box 652

1995 Diversion Dam Road

P O Box 652

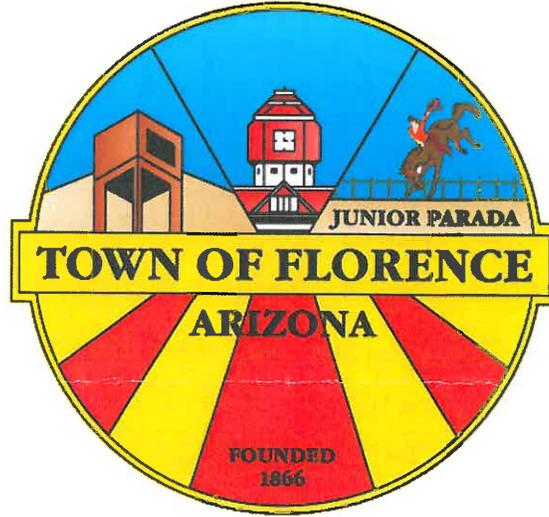
Florence AZ 85132

Home: 520-868-5297

karoupw@hotmail.com

Appointed: 1/17/2017

Expires: 12/31/2019



Board and Commission Application

NAME: Gary Pranzo DATE: _____

Date Received: 11-16-18

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

Board and Commission Application

Name: GARY PRANZO	Date: 11/13/2018
E-Mail Address: pranzo3@hotmail.com	
Street Address: 420 N QUARTZ ST. Florence	Mailing Address: P.O. Box 577
Home Telephone: 520 709 0707	Work Telephone: SAME
Occupation: Specialty Carpenter	Best Time to Call: evening
Do you own commercial property or operate a business in Florence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide: Work/Business Name: PRANZO Enterprises Inc dba PRANZO Carpentry Work/Business Address: 420 C N QUARTZ ST Box 2580, Florence	
Length of Residency in Florence: 16+ Years Are you a Registered Voter? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Do you live within the Town's incorporated limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide name of board, commission and/or committee and dates served:	
1. Planning & Zoning Commission Dates: July 2014 thru Present	
2. _____ Dates: _____ thru _____	
3. _____ Dates: _____ thru _____	
4. _____ Dates: _____ thru _____	

BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions (Please list no more than two boards, commissions in order of preference)

1. Planning & Zoning	2. Historic
----------------------	-------------

If appointed, how much time would you be able to devote to the board or commission?
 Hours per week? Whatever is necessary Hours per month? _____

Employment History		
Employment Period	Employer's Name and Address	Title
2003 to Present	Pranzo Enterprises Inc	Owner
1989 to 2003	Martech Industries Inc. NJ	Senior Engineer/co-owner
Civic Activities – Service Organizations		
Volunteer / President Florence Main St Program		
Planning & Zoning Commission		
Non Member / Volunteer Florence Womens Club / Rotary Club		

What personal and professional experience or background can you contribute to the board or commission?

In my retirement I work as a specialty carpenter restoring historic buildings throughout AZ. My work exposes me to other planning departments / town councils & local ordinances. Consequently I am well versed in the effects of planning & zoning and am well versed with the Secretary of Interior guidelines for historic preservation.

What is the most significant contribution you can make as a member of the board or commission for which you are applying? As current chair of PTZ I have gained insight into the effects of or impact a well intentioned ordinance can have on the community. Our job is to give careful consideration to each item as it comes before us.

Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions. Florence is parochial, Anthem, Florence Gardens, Caliente, Historic District + south.

With the exception of Historic District all have HOA's. Council w/ exception of one is Anthem. Someone needs to look out for the Historic District and South.

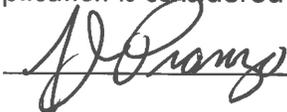
I understand that if a subject is presented for discussion to a board or commission where you have a conflict of interest, I will excuse myself from the discussion and abstain from voting. (For more information on conflict of interest, please contact the Town Attorney).

I understand that boards and commissions shall have no administrative authority unless specifically required by Federal or State Law, or Intergovernmental Agreement. Members of boards and commissions shall serve without compensation.

I further understand that to be considered for appointment to a board or commission I must be at least eighteen (18) years of age (except youth representatives), a qualified elector, and a resident of Florence unless a motion, resolution, or ordinance creating a board or commission specifies otherwise.

I further understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. If a member is absent without an excuse from three (3) or more consecutive meetings, the Town Council may remove this member from the board or commission and appoint another (subject to Town Council approval) to serve the remainder of the term. I also understand that this application is considered a public record.

Applicant's Signature: _____



Date: 11/13/2018

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the board or Commission for which you have applied.

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132

* Application must be completely filled out in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

CITIZEN'S GUIDE.....Florence's Boards and Commissions

Arts and Culture Commission

Duties: Advises the Town Council on policies and plans pertaining to public art and the humanities in Florence.

Membership: Five members and one alternate appointed by the Town Council for three year terms. Members must be Florence residents or business owner.

Meetings: Meetings are held the 2nd Thursday of the month at 6:00 pm, at Florence Community Center, Ruggles #1, 778 North Main Street

Board of Adjustment

Duties: Serves as a quasi-judiciary board that hears variances, appeals and ordinance interpretations relating to regulations contained in the Zoning Ordinance.

Membership: The seven members of Council serve as the Board of Adjustments.

Meetings: As needed during regular Council Meetings

Historic District Advisory Commission

Duties: Maintains the historical integrity of the buildings within the district.

Membership: Seven members appointed by the Mayor and Council for a three year term, 4 of which shall be property owners within the district. Three or fewer shall have qualifications in one of the following areas historic preservation, architecture, planning, history, archeology, or related field. Three or fewer may also be filled by elected or appointed representatives of the municipality and its various commissions and authorities. Three or fewer places may be filled by at large residents of the municipality.

Meetings: Meetings are held the last Wednesday of the month at 6:00 pm, at Florence Town Hall, 775 North Main Street

Industrial Development Authority

Duties: In addition to the powers granted to an industrial development authority bylaw, the authority has the powers to acquire, whether by purchase, exchange, gift, and lease or otherwise establish, construct, improve, maintain equip and furnish one or more projects. The authority has the power to lease, sell, exchange, or donate any or all of its projects. The authority as all other powers as defined by ARS 35-706.

Membership: Seven regular members appointed by the Town Council for Six-year terms.

Meetings: The authority meetings are posted 24 in advance with time, date, and location of meeting

Library Advisory Board

Duties: To promote the interests of the Florence Public Library.

Membership: Five regular members appointed by the Town Council for two-year terms. Member must reside within the Florence Unified School District.

Meetings: Meetings are held the 3rd Wednesday of the month at 6:00 pm, at Florence Community Center, 778 North Main Street

Parks & Recreation Board

Duties: Advises Town Council and staff on issues pertaining to parks, open space, trails and recreation.

Membership: Five members appointed by the Town Council for a three-year terms.

Meetings: Meetings are held the 4th Thursday of the month at 6:00 pm at Florence Community Center, 778 North Main Street

Planning & Zoning Commission

Duties: Analyze, review and make recommendations to the Council regarding land use and development related issues.

Membership: Five members and one alternate* appointed by the Town Council for three-year terms.

Meetings: Meetings are held the 1st and 3rd Thursday of the month at 6:00 pm, at Florence Town Hall, 775 North Main Street

* Alternates are not selected to fill in for board, commission or committee members that do not attend meetings. Alternates may attend meetings and are encouraged to do so as their attendance will enhance their overall knowledge and abilities and help them prepare for future appointment. However, alternates may not formally participate in the board, committee or commission decisions unless and until there is a vacancy, at which time they are automatically appointed to the open position.

**Planning and Zoning Commission
(3 Year Term)**

**Meets the First and Third Thursday of the Month at 6:00 p.m. at Florence
Town Hall, 775 N. Main Street, Florence, AZ
5 MEMBERS**

Chairman

Gary J. Pranzo

420 N. Quartz St.
P O Box 577
Florence AZ 85132
Home: (520) 868-0591
Cell: (520) 709-0707
Pranzo3@hotmail.com
Appointed: 2/1/2016
Expires: 12/31/2018

Lonnie Frost

5724 W. Victoria Way
Florence AZ 85132
Home: (480) 625-2030
Work: (520) 866-6293
Cell: (480)-440-9052
Lonnie.frost@pinlacountyaz.gov
Appointed: 1/22/2018
Expires: 12/31/2020

Duane Proulx

7187 W. Autumn Vista Way
Florence AZ 85132
Home: 480-760-1332
duane_maryproulx@msn.com
Appointed: 11/5/2018
Expires: 12/31/2021

Council Liaison

Council Member Bill Hawkins
130 Campbell Road
P O Box 1378
Florence AZ 85132
Cell: (520) 705-1601
bill.hawkins@florenceaz.gov

Andrew "Drew" Simmonds

28494 N. Hawthorne Dr.
Florence AZ 85132
Home: 520-723-6587
drewcsimmonds@gmail.com
Appointed: 9/17/2018
Expires: 12/31/2021

Staff Liaisons

Community Development Department
P O Box 2670
Florence AZ 85132
Phone: (520) 868-7540

Robert Smidt

P O Box 1191
590 N. King Street
Florence AZ 85132
Work: (520) 868-7250
Home: (520) 868-9554
bobnterismidt@msn.com
Appointed: 1/22/2018
Expires: 12/31/2020

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8b.
MEETING DATE: January 7, 2019 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk SUBJECT: Adoption of Resolution No. 1685-19 Land Use Assumptions and the Infrastructure Improvement Plan.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Adopt Resolution No. 1685-19: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA ADOPTING THE 2019 LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENTS PLAN FOR THE TOWN OF FLORENCE.

BACKGROUND/DISCUSSION:

The Town Council has authorized a study to develop Land Use Assumptions, an Infrastructure Improvement Plan and Impact Fee Study that comply with ARS §9-463.05. Development fees, sometimes called “impact fees,” are a fee paid by new development (both residential and commercial) to offset the costs associated with providing necessary public facilities or public services to support new development at current levels of service. The Town is in the process of updating the town-wide development fees.

Arizona Revised Statutes (ARS) § 9-463.05 provides a framework for cities and towns to assess, collect and administer development fees. As required by law, the Town of Florence retained the services of an outside consultant to complete an update of the Town’s Development Impact Fees for compliance with the requirements of ARS § 9-463.05. The first step in updating the fees is the development and adoption of the Land Use Assumptions (LUA) and the Infrastructure Improvements Plan (IIP). Residents have been able to view the Land Use Assumptions, Infrastructure Improvements Plan, and Development Fee Study on the Town website since October 1, 2018.

Town Council held a Work Session to review the Plan on October 15, 2018. Town Council held a Public Hearing on December 3, 2018 to receive public comment. No one from the public spoke at the meeting.

January 7, 2019, Council will consider the adoption of Resolution No. 1685-19 which will adopt the Land Use Assumptions, an Infrastructure Improvement Plan.

Land Use Assumptions and the Infrastructure Improvements Plans identify current levels of service, growth expectations, and the cost of public infrastructure necessary to maintain current levels of service with projected growth. For example, as the Town grows, more roads are needed to carry additional traffic. This also applies to maintaining service level standards for Police and Fire Department response, for a larger number of customers and coverage areas. This also means meeting the needs of a growing population utilizing the Town Parks and Recreational facilities, necessitating more facilities across the community.

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

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

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

Next step in the process is the developing and discussing Impact Fees.

Key Dates (Subject to change)

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

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

Monday, April 15, 2019 - Development Impact Fees adoption

Monday, July 1, 2019 - Development Impact Fees effective

Carson Bise, of TischlerBise, will answer any questions related to the Land Use Assumptions and Infrastructure Improvement Plan prior to the adoption. The Infrastructure Improvement Plan and Land Use Assumptions are part of the basis for calculation of impact fees.

A VOTE OF NO WOULD MEAN:

The Town would not adopt the Land Use Assumptions and the Infrastructure Improvements Plan and would reschedule the Impact Fee Portion of the adoption process.

A VOTE OF YES WOULD MEAN:

The Town would adopt the Land Use Assumptions and the Infrastructure Improvements Plan and proceed with the schedule to adopt Impact Fees effective July 1, 2019.

FINANCIAL IMPACT:

On September 17, 2017, the Town Council entered into a contract with TischlerBise to update the Town of Florence Land Use assumptions, Infrastructure Improvements Plan and Development Fees in an amount not to exceed \$99,640.

ATTACHMENTS:

Resolution No. 1685-19
Infrastructure Improvements Plan

RESOLUTION NO. 1685-19

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA ADOPTING THE 2019 LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENTS PLAN FOR THE TOWN OF FLORENCE.

WHEREAS, the Town of Florence is required, pursuant to Arizona Revised Statutes (“A.R.S.”) § 9-463.05(D), to adopt a Land Use Assumptions and Infrastructure Improvements Plan as a requirement of assessing development impact fees to offset costs to the municipality associated with providing necessary public services to a development; and

WHEREAS, the Land Use Assumptions and Infrastructure Improvements Plan must be developed by qualified professionals using generally accepted engineering practices; and

WHEREAS, a Land Use Assumptions and Infrastructure Improvements Plan was prepared for the Town of Florence in the manner required by law; and

WHEREAS, the statutory requirements for posting, public notice, and public hearing regarding the Land Use Assumptions and Infrastructure Improvements Plan were all duly met in the manner required by law.

WHEREFORE, IT IS HEREBY RESOLVED by the Mayor and Town Council of the Town of Florence, Arizona as follows:

THAT the 2019 Land Use Assumptions and Infrastructure Improvements Plan of the Town of Florence, Arizona, is hereby adopted in its entirety, a copy of which is made part of and incorporated into this Resolution as though fully set forth herein.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Florence, Arizona this 7th day of January 2019.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

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

Prepared for:
Town of Florence, Arizona

January 2, 2019

TischlerBise
FISCAL | ECONOMIC | PLANNING

4701 Sangamore Road

Suite S240

Bethesda, MD 20816

301.320.6900

www.TischlerBise.com

[PAGE INTENTIONALLY LEFT BLANK]

TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
Arizona Development Fee Enabling Legislation	2
Necessary Public Services.....	2
Infrastructure Improvements Plan	2
Qualified Professionals.....	3
Conceptual Development Fee Calculation	3
Evaluation of Offsets	3
DEVELOPMENT FEE REPORT	4
Methodology	4
General Methods.....	4
Updated Development Fees Methods and Cost Components.....	4
Proposed Development Fee Schedules: Town of Florence	5
PARKS AND RECREATIONAL INFRASTRUCTURE IMPROVEMENTS PLAN.....	7
Service Area	7
Methodology	7
Proportionate Share	7
Ratio of Service Units to Development Units	8
Analysis of Capacity, Usage, and Costs of Existing Services	9
Parks and Open Space	9
Parks and Open Space Improvements	11
Projected Demand for Services And Costs.....	13
IIP and Development Fee Report	14
Parks and Recreational Facilities Development Fees.....	15
Revenue Offset.....	15
Proposed Parks and Recreational Facilities Development Fees	15
Projected Parks and Recreational Facilities Development Fee Revenue.....	16
POLICE FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN.....	17
Service Area	17
Methodology	17
Proportionate Share	17
Ratio of Service Units to Development Units	18
Analysis of Capacity, Usage, and Costs of Existing Services	20
Police Facilities	20
Police Vehicles.....	21
Projected Demand for Services And Costs.....	22
IIP and Development Fee Report	24
Police Facilities Development Fees	24
Revenue Offset.....	24
Proposed Police Facilities Development Fees	24
Projected Police Facilities Development Fee Revenue	26
FIRE FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN	27
Service Area	27

Methodology	27
Proportionate Share	27
Ratio of Service Unit to Development Unit	28
Analysis of Capacity, Usage, and Costs of Existing Services	29
Fire Facilities	29
Fire Apparatus	30
Projected Demand for Services And Costs.....	31
IIP and Development Fee Report	32
Fire Facilities Development Fees	33
Revenue Offset	33
Proposed Fire Facilities Development Fees.....	34
Projected Fire Facilities Development Fee Revenue	35
STREET FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN.....	37
Service Area	37
Methodology	37
Proportionate Share	37
Ratio of Service Units to Land Use	37
Service Units	37
Trip Generation Rates	38
Adjustments for Commuting Patterns and Pass-By Trips.....	38
Trip Length Weighting Factor by Type of Land Use.....	39
Analysis of Capacity, Usage, and Costs of Existing Services	40
Average Trip Length	41
Projected Service Units, Demand, and Costs for Services	42
Travel Demand Model	43
IIP and Development Fee Report	45
Street Facilities Development Fees	45
Revenue Offset	45
Proposed Street Facilities Development Fees	45
FigureS9: Proposed Street Facilities Development Fees.....	46
Projected Streets Development Fee Revenue	46
WATER FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN	48
Service Area	48
Proportionate Share	49
Analysis of Capacity and Usage of Existing Public Services	49
Existing Capacity and Usage	49
Average Day Flows	49
Ratio of Service Unit to Development Unit	50
Projected demand and Costs for Services	51
Projected Water Flows	51
Water Transmission Facilities.....	52
Water Storage Facilities	52
Water Supply Facilities	53
IIP and Development Fee Study	53
Water Facilities Development Fees	53
Revenue Offset	53

Proposed Water Facilities Development Fees.....	54
Projected Water Facilities Development Fee Revenue	54
WASTEWATER FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN.....	56
Service Area.....	56
Proportionate Share	57
Analysis of Capacity and Usage of Existing Public Services	57
Existing Capacity and Usage	57
Average Day Flows	57
Ratio of Service Unit to Development Unit	58
Projected demand and Costs for Services	59
Projected Wastewater Flows	59
Wastewater Collection Facilities	60
Wastewater Treatment Facilities	60
IIP and Development Fee Study	61
Wastewater Facilities Development Fees.....	61
Revenue Offset.....	61
Proposed Wastewater Facilities Development Fees	62
Projected Wastewater Facilities Development Fee Revenue	63
APPENDIX A: LAND USE ASSUMPTIONS.....	65
Summary of Growth Indicators	65
Residential Development.....	66
Persons Per Housing Unit and Persons Per Household	66
Recent Residential Construction	66
Housing Unit Projections.....	67
Population Estimates.....	68
Townwide Population Projections	70
Population Projections for Town of Florence Utility Service Area	71
Nonresidential Development	72
Current Estimate of Employment and Nonresidential Square Footage	73
Employment and Nonresidential Floor Area Projections	74
Average Daily Vehicle Trips.....	74
Residential Vehicle Trips	75
Detailed Development Projections	76
APPENDIX B: ARIZONA REVISED STATUTES.....	77
APPENDIX C – FORECAST OF REVENUES	89
APPENDIX C: IMPLEMENTATION AND ADMINISTRATION.....	93
Residential Development.....	93
Nonresidential Development	94

EXECUTIVE SUMMARY

The Town of Florence hired TischlerBise to document land use assumptions, prepare an Infrastructure Improvements Plan (hereinafter referred to as the “IIP”), and update development fees pursuant to Arizona Revised Statutes (“ARS”) § 9-436.05 (hereinafter referred to as the “Enabling Legislation”). Municipalities in Arizona may assess development fees to offset infrastructure costs to a municipality for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. The IIPs for each type of infrastructure are located in each infrastructure type’s corresponding section, and the Land Use Assumptions can be found in Appendix A. The proposed development fees are displayed in the Development Fee Report chapter.

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

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

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

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

ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION

The Enabling Legislation governs how development fees are calculated for municipalities in Arizona.

Necessary Public Services

Under the requirements of the Enabling Legislation, development fees may only be used for construction, acquisition or expansion of public facilities that are necessary public services. “Necessary public service” means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated on behalf of the municipality: water, wastewater, storm water, drainage, flood control, library, streets, fire and police, and neighborhood parks and recreation. Additionally, a necessary public service includes any facility, not included in the aforementioned categories (e.g., general government facilities), that was financed before June 1, 2011 and that meets the following requirements:

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

Infrastructure Improvements Plan

Development fees must be calculated pursuant to an IIP. For each necessary public service that is the subject of a development fee, by law, the IIP shall include the following seven elements:

- A description of the existing necessary public services in the service area and the costs to update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.
- An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.
- A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved Land Use Assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.
- A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.
- The total number of projected service units necessitated by and attributable to new development in the service area based on the approved Land Use Assumptions and calculated pursuant to generally accepted engineering and planning criteria.

- The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.
- A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved Land Use Assumptions and a plan to include these contributions in determining the extent of the burden imposed by the development.

Qualified Professionals

The IIP must be developed by qualified professionals using generally accepted engineering and planning practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person’s license, education, or experience.” TischlerBise is a fiscal, economic, and planning consulting firm specializing in the cost of growth services. Our services include development fees, fiscal impact analysis, infrastructure financing analyses, user fee/cost of service studies, capital improvement plans, and fiscal software. TischlerBise has prepared over 900 development fee studies over the past 40 years for local governments across the United States.

Conceptual Development Fee Calculation

In contrast to project-level improvements, development fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the development fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per thousand people. The third step in the development fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/ or park improvements.

Evaluation of Offsets

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

DEVELOPMENT FEE REPORT

METHODOLOGY

General Methods

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

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

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

Updated Development Fees Methods and Cost Components

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

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

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

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

Proposed Development Fee Schedules: Town of Florence

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

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

Residential (per unit)

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

Nonresidential (per 1,000 square feet)

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

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

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

PARKS AND RECREATIONAL INFRASTRUCTURE IMPROVEMENTS PLAN

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

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

The Parks and Recreational Facilities IIP includes components for park land, park improvements and the cost of preparing the Parks and Recreational Facilities IIP and related Development Fee Report.

SERVICE AREA

The Town of Florence plans to provide a uniform level-of-service and equal access to Parks and Recreational Facilities throughout the Town. Therefore, a citywide service area is recommended for the Parks and Recreational IIP.

METHODOLOGY

The incremental expansion methodology, based on current levels of service, is used to calculate the land and improvements components. A plan-based approach is used for the Development Fee Study. Capital costs are allocated to residential development based on peak household population, and nonresidential development based on number of jobs. This methodology allows Florence to maintain the current LOS standard as growth occurs. Development fee revenue collected using this methodology may not be used to replace or rehabilitate existing improvements.

Proportionate Share

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

The resulting residential share of parks and open space infrastructure is 96 percent, while the resulting nonresidential share is 4 percent.

Figure P1. Parks and Open Space Daytime Population

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

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

**Peak population in households

** Days per Year = 365
Hours per Year (12 hours a day) 4380

250 *** 5 Days per Week x 50 Weeks per Year
500 Hours per Year (2 hours a day)

RATIO OF SERVICE UNITS TO DEVELOPMENT UNITS

ARS § 9-463.05(E)(4) requires:

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

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

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

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

Source: TischlerBise Land Use Assumptions.

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

Source: Institute of Transportation Engineers, 2017.

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING SERVICES

ARS § 9-463.05(E)(1) requires:

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

ARS § 9-463.05(E)(2) requires:

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

Parks and Open Space

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

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

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

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

Level-of-Service (LOS) Standards

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

Cost Analysis

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

*Source: Town of Florence.

Parks and Open Space Improvements

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

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

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

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

*Source: Town of Florence.

Level-of-Service (LOS) Standards

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

Cost Analysis

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

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

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

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

ARS § 9-463.05(E)(6) requires:

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

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

Figure P5: Projected Demand for Parks and Recreational Facilities Infrastructure

Type of Infrastructure	Level of Service		Demand Unit	Average Cost
Land	Residential	0.0083	Acres	per Person
	Nonresidential	0.0007		per Job
Improvements	Residential	0.060	Units	per Person
	Nonresidential	0.005		per Job

Need for Park Infrastructure					
	Year	Peak HH Population	Jobs	Acres	Improvements
Base	2018	14,480	7,626	125	909
Year 1	2019	14,926	7,902	128	937
Year 2	2020	15,369	8,188	132	965
Year 3	2021	15,812	8,484	136	993
Year 4	2022	16,255	8,791	140	1,022
Year 5	2023	16,698	9,172	144	1,050
Year 6	2024	17,141	9,571	148	1,079
Year 7	2025	17,584	9,987	152	1,107
Year 8	2026	18,027	10,420	156	1,136
Year 9	2027	18,470	10,873	160	1,165
Year 10	2028	18,913	11,345	164	1,194
Ten-Yr Increase		4,433	3,719	39	285
Growth-Related Expenditures =>				\$390,208	\$3,817,598
Total Growth-Related Expenditures					\$4,207,806

IIP AND DEVELOPMENT FEE REPORT

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

Figure P6: IIP and Development Fee Report

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

PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEES

Revenue Offset

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

Proposed Parks and Recreational Facilities Development Fees

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

Figure P7: Schedule of Parks and Recreational Facilities Development Fees

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

Residential (per unit)

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

*Figure A1.

Nonresidential (per square foot)

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

PROJECTED PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEE REVENUE

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

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

Figure P8: Projected Parks and Recreational Facilities Development Fee Revenue

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

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

POLICE FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

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

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

The Police Facilities IIP includes components for station space and vehicles and the cost of preparing the Police Facilities IIP and related Development Fee Report.

SERVICE AREA

The Town of Florence Police Department strives to provide a uniform response time townwide. Therefore, a townwide service area is recommended for the Police Facilities IIP.

METHODOLOGY

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

Proportionate Share

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

Figure PO1: Public Safety Functional Population

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

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

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

RATIO OF SERVICE UNITS TO DEVELOPMENT UNITS

ARS § 9-463.05(E)(4) requires:

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

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

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

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

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

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

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

<i>Residential Development</i>	
<i>Land Use</i>	<i>Persons per Household</i>
Single-Family	2.42
Multi-Family	1.80

Source: TischlerBise Land Use Assumptions.

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

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

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING SERVICES

ARS § 9-463.05(E)(1) requires:

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

ARS § 9-463.05(E)(2) requires:

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

Police Facilities

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

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

Figure PO3: Police Facilities Level of Service and Cost Allocation

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

Level-of-Service (LOS) Standards

Peak HH Population in 2018	14,480
Nonres. Vehicle Trip Ends in 2018	14,830
Residential Share	72%
Nonresidential Share	28%
LOS: Square Feet per Person	0.70
LOS: Square Feet per Vehicle Trip End	0.26

Cost Analysis

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

*Source: Town of Florence.

Police Vehicles

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

Figure PO4: Police Vehicles Level of Service and Cost Allocation

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

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

Level-of-Service (LOS) Standards

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

Cost Analysis

Average Cost per Vehicle	\$47,744
Cost per Person	\$102.03
Cost per Vehicle Trip End	\$38.76

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

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

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

ARS § 9-463.05(E)(6) requires:

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

When applied to the existing LOS, future development is projected to generate demand for an additional 5,003 square feet of police facility space. Based on the average cost of \$292 per square foot, the growth-related expenditure on police space is approximately \$1.46 million. Based on these same development projections, future development will generate demand for approximately 15 additional police vehicles. The growth-related expenditure on police vehicles is approximately \$732,000.

Figure PO5: Projected Demand for Police Facilities Infrastructure

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

Need for Police Infrastructure					
	Year	Peak HH Population	Trip Ends	Facilities (SF)	Vehicles
Base	2018	14,480	14,830	14,016	43
Year 1	2019	14,926	15,366	14,469	44
Year 2	2020	15,369	15,922	14,925	46
Year 3	2021	15,812	16,498	15,386	47
Year 4	2022	16,255	17,095	15,852	49
Year 5	2023	16,698	17,837	16,357	50
Year 6	2024	17,141	18,612	16,871	52
Year 7	2025	17,584	19,420	17,394	53
Year 8	2026	18,027	20,264	17,926	55
Year 9	2027	18,470	21,144	18,467	57
Year 10	2028	18,913	22,063	19,019	58
<i>Ten-Yr Increase</i>		4,433	7,233	5,003	15
Growth-Related Expenditures =>				\$1,460,893	\$732,825
Total Growth-Related Expenditures					\$2,193,718

IIP AND DEVELOPMENT FEE REPORT

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

Figure PO6: IIP and Development Fee Report

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

POLICE FACILITIES DEVELOPMENT FEES

Revenue Offset

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

Proposed Police Facilities Development Fees

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

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

Figure PO7: Schedule of Police Facilities Development Fees

<i>Fee Component</i>	<i>Cost per Person</i>	<i>Cost per Vehicle Trip</i>
Police Facilities	\$203.50	\$77.27
Police Vehicles	\$102.08	\$38.76
Development Fee Study	\$5.39	\$1.55
TOTAL	\$310.97	\$117.58

Residential (per unit)

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

*Figure A1.

Nonresidential (per square foot)

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

PROJECTED POLICE FACILITIES DEVELOPMENT FEE REVENUE

Projected Police Facilities development fee revenue shown in Figure PO8 is based on the development projections in the *Land Use Assumptions* (see Appendix A) and the updated Police development fees (see Figure PO7). If development occurs at a faster rate than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs at a slower rate than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Anticipated development fee revenue is approximately \$2.29 million over the next ten years.

Figure PO8: Projected Revenue from Police Facilities Development Fees

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

Police Development Impact Fee Revenue

		Single-Family	Multifamily	Commercial / Retail	Office / Institutional	Industrial / Flex
		\$754 per Housing Unit	\$560 per Housing Unit	\$1.46 per Sq. Ft.	\$0.57 per Sq. Ft.	\$0.29 per Sq. Ft.
Year		Units	Units	KSF	KSF	KSF
Base	2017	5,715	817	271	2,305	93
Year 1	2018	5,890	842	281	2,388	97
Year 2	2019	6,064	868	291	2,475	100
Year 3	2020	6,239	893	301	2,564	104
Year 4	2021	6,414	918	312	2,657	108
Year 5	2022	6,589	943	326	2,773	112
Year 6	2023	6,764	968	340	2,893	117
Year 7	2024	6,939	993	355	3,019	122
Year 8	2025	7,114	1,018	370	3,150	128
Year 9	2026	7,289	1,043	386	3,287	133
Year 10	2027	7,464	1,068	403	3,429	139
<i>Ten-Yr Increase</i>		1,750	250	132	1,124	46
<i>10-year projected revenue</i>		\$1,318,665	\$140,173	\$193,398	\$643,753	\$13,295
Projected Revenue =>						\$2,290,092

FIRE FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

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

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

The Fire Facilities IIP includes components for facilities and apparatus/vehicles and the cost of preparing the Fire Facilities IIP and related Development Fee Report.

SERVICE AREA

The Town of Florence Fire Department strives to provide a uniform response time townwide, and its fire stations operate as an integrated network. Depending on the number and types of calls, apparatus can be dispatched townwide from any of the stations. Therefore, a townwide service area is recommended for the Fire Facilities IIP.

METHODOLOGY

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

Proportionate Share

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

Figure F1: Fire Facilities Functional Population

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

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

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

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

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

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

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

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

Source: TischlerBise Land Use Assumptions.

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

Source: Institute of Transportation Engineers, 2017.

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING SERVICES

ARS § 9-463.05(E)(1) requires:

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

ARS § 9-463.05(E)(2) requires:

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

Fire Facilities

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

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

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

Figure F3: Fire Facilities Inventory

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

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

Level-of-Service (LOS) Standards

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

Cost Analysis

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

*Based on the cost of the Anthem Fire Station

Fire Apparatus

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

Figure F4: Fire Apparatus Inventory

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

*Source: Town of Florence.

Level-of-Service (LOS) Standards

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

Cost Analysis

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

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

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

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

ARS § 9-463.05(E)(6) requires:

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

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

Figure F5: Projected Demand for Fire Facilities Infrastructure

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

Need for Fire Infrastructure					
	Year	Peak HH Population	Jobs	Facilities (SF)	Vehicles
Base	2018	14,480	7,626	24,300	11
Year 1	2019	14,926	7,902	25,085	11
Year 2	2020	15,369	8,188	25,875	12
Year 3	2021	15,812	8,484	26,675	12
Year 4	2022	16,255	8,791	27,484	12
Year 5	2023	16,698	9,172	28,359	13
Year 6	2024	17,141	9,571	29,250	13
Year 7	2025	17,584	9,987	30,156	14
Year 8	2026	18,027	10,420	31,078	14
Year 9	2027	18,470	10,873	32,017	14
Year 10	2028	18,913	11,345	32,974	15
<i>Ten-Yr Increase</i>		4,433	3,719	8,674	4
Growth-Related Expenditures =>				\$2,529,907	\$1,804,548
Total Growth-Related Expenditures					\$4,334,455

IIP AND DEVELOPMENT FEE REPORT

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

Figure F6: IIP and Development Fee Report

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

FIRE FACILITIES DEVELOPMENT FEES

Revenue Offset

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

Figure F7: Principal Payment Offset

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

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

Proposed Fire Facilities Development Fees

Infrastructure standards and cost factors for Fire Facility development fees are summarized in the upper portion of Figure F8. The conversion of infrastructure costs per service unit into a cost per development unit is also shown in the table below. The net cost per person is \$393.98. Fire Facilities development fees for residential development are based on the type of housing unit and persons per household factors. For example, the fee for a single-family unit is \$955 based on a cost factor of \$393.98 per person and an average of 2.42 persons per household ($\$393.98 \times 2.42$).

Nonresidential development fees are stated per square foot of floor area. The fire fee of \$0.48 per square foot of industrial development is derived from a capital cost of \$296.39 per job multiplied by 1.63 jobs per 1,000 square feet divided by 1,000 square feet.

Figure F8: Schedule of Fire Facilities Development Fees

<i>Fee Component</i>	<i>Cost per Person</i>	<i>Cost per Job</i>
Fire Facilities	\$248.90	\$183.80
Fire Vehicles	\$251.37	\$185.62
Development Fee Study	\$5.84	\$2.36
Credit	(\$112.13)	(\$75.38)
TOTAL	\$393.98	\$296.39

Residential (per unit)

<i>Development Type</i>	<i>Persons per Household</i>	<i>Proposed Fees</i>	<i>Current Fee</i>	<i>Increase / Decrease</i>
Single-Family	2.42	\$955	\$917	\$38
Multifamily	1.80	\$710	\$743	(\$33)

*Figure A1.

Nonresidential (per square foot)

<i>Development Type</i>	<i>Jobs per 1,000 Sq. Ft.</i>	<i>Proposed Fees</i>	<i>Current Fee</i>	<i>Increase / Decrease</i>
Commercial/Retail	2.34	\$0.69	\$0.66	\$0.03
Office/Institutional	2.97	\$0.88	\$0.61	\$0.27
Industrial/Flex	1.63	\$0.48	\$0.20	\$0.28

PROJECTED FIRE FACILITIES DEVELOPMENT FEE REVENUE

Projected Facility Facilities development fee revenue shown in Figure F9 is based on the development projections in the *Land Use Assumptions* (see Appendix A) and the updated Fire Facilities development fees (see Figure F8). If development occurs at a faster rate than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs at a slower rate than projected, the demand for Fire Facilities infrastructure will decrease and development fee revenue will decrease at a similar rate. Anticipated development fee revenue is approximately \$2.86 million over the next ten years.

Figure F9: Projected Fire Facilities Development Fee Revenue

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

Fire Development Impact Fee Revenue

		Single-Family	Multifamily	Commercial / Retail	Office / Institutional	Industrial / Flex
		\$955 per Housing Unit	\$710 per Housing Unit	\$0.69 per Sq. Ft.	\$0.88 per Sq. Ft.	\$0.48 per Sq. Ft.
Year		Households	Households	KSF	KSF	KSF
Base	2017	5,437	778	271	2,305	93
Year 1	2018	5,607	802	281	2,388	97
Year 2	2019	5,773	826	291	2,475	100
Year 3	2020	5,940	850	301	2,564	104
Year 4	2021	6,107	874	312	2,657	108
Year 5	2022	6,273	897	326	2,773	112
Year 6	2023	6,440	921	340	2,893	117
Year 7	2024	6,606	945	355	3,019	122
Year 8	2025	6,773	969	370	3,150	128
Year 9	2026	6,939	993	386	3,287	133
Year 10	2027	7,106	1,017	403	3,429	139
<i>Ten-Yr Increase</i>		1,669	239	132	1,124	46
<i>10-year projected revenue</i>		\$1,593,578	\$169,397	\$91,646	\$988,737	\$21,972
Projected Revenue =>						\$2,865,330

STREET FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

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

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

The Street Facilities IIP includes components for arterial street improvements and the cost of preparing the Street Facilities IIP and related Development Fee Report.

SERVICE AREA

The Town of Florence arterial street network is designed to efficiently move traffic throughout the Town. However, the Town recently negotiated a development agreement with developers in the Merrill Ranch Community Facilities District. In recognition of the roadway infrastructure constructed by the developers, the Town and developers agreed to a reduction in the street development fee calculated as part of this study.

METHODOLOGY

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

Proportionate Share

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

RATIO OF SERVICE UNITS TO LAND USE

Service Units

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

Figure S1: Street Facilities Ratio of Service Unit to Development Unit

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

Trip Generation Rates

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

Adjustments for Commuting Patterns and Pass-By Trips

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

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

Figure S2: Inflow/Outflow Analysis

Trip Adjustment Factors for Commuters¹	
Employed Residents	3,144
Residents Working and Living in Florence	477
Residents Commuting Outside Florence for Work	2,667
Percent Commuting out of Florence	85%

Additional Production Trips²	13%
--	------------

Residential Trip Adjustment Factor	63%
---	------------

1. U.S. Census Bureau, *OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2015*.

2. According to the *National Household Travel Survey (2009)*, home-based work trips are typically 30.99% of "production" trips, in other words, out-bound trips (which are 50% of all trip ends). Also, *LED OnTheMap data from 2015* indicate that 85% of Florence's workers travel outside the town for work. In combination, these factors ($0.3099 \times 0.50 \times 0.848$) account for 13% of additional production trips. The total adjustment factor for residential trips includes attraction trips (50% of trip ends) plus the journey-to-work commuting adjustment (13% of production trips) for a total of 63%.

<http://nhts.ornl.gov/publications.shtml>; *Summary of Travel Trends - Table 30*.

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

Trip Length Weighting Factor by Type of Land Use

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

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING SERVICES

ARS § 9-463.05(E)(1) requires:

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

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

Figure S3: Town of Florence Road Inventory

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

Source: Town of Florence.

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

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

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

Source: Town of Florence.

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

counts exist for 70 of the Town’s 76.26 major/minor arterial network. For the roads with traffic counts, there is 338,356 miles of capacity but only 55,858 vehicle miles of travel. In the aggregate, VMT is the product of vehicle trips multiplied by the average trip length¹. This means there is excess capacity totaling 83.5% in the network.

Figure S5: Existing Major Road Network Capacity

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

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

% of VMT to VMC: 16.5%

Average Trip Length

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

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

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

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

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

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

Figure S6: Existing Major Road Network Capacity

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

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

PROJECTED SERVICE UNITS, DEMAND, AND COSTS FOR SERVICES

ARS § 9-463.05(E)(2) requires:

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

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

Travel Demand Model

ARS § 9-463.05(E)(5) requires:

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

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

ARS § 9-463.05(E)(6) requires:

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

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

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

Figure S7: Projected Travel Demand Model

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

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

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

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

ARS § 9-463.05(E)(3) requires:

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

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

IIP AND DEVELOPMENT FEE REPORT

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

Figure S8: IIP and Development Fee Report

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

STREET FACILITIES DEVELOPMENT FEES

Revenue Offset

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

Proposed Street Facilities Development Fees

The proposed Street Facilities development fees are shown in Figure S9. Infrastructure and cost factors for Street fees are summarized in the upper portion of Figure S9. Nonresidential development fees are stated per square foot of floor area. Attraction trips by type of development are multiplied by the capacity cost per average length vehicle trip to yield the Street Facilities development fees. To derive the commercial development fee of \$3.90 per square foot of floor area, multiply the following factors from Figure S10:

$$\begin{array}{r}
 37.75 \text{ weekday vehicle trip ends per 1,000 square feet} \\
 \times \\
 33 \text{ percent adjustment factor for inbound trips} \\
 \times \\
 3.82 \text{ average miles per trip} \\
 \times \\
 66 \text{ percent trip length adjustment factor for commercial development} \\
 \times \\
 \$124.32 \text{ total cost per VMT} \\
 \div \\
 1,000 \text{ square feet} \\
 = \\
 \mathbf{\$3.90 \text{ per square foot}}
 \end{array}$$

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

The input variables discussed above yield the proposed Street Facilities development fees shown in the lower section of Figure S9. For example, the Street Facilities development fee for a single-family unit (6.20 x 63% x 121% x 3.82 x (\$124.32) is \$2,250 per unit.

FigureS9: Proposed Street Facilities Development Fees

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

Residential (per unit)

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

Nonresidential (per square foot)

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

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

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

PROJECTED STREETS DEVELOPMENT FEE REVENUE

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

Figure S10: Projected Street Facilities Development Fee Revenue

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

Streets Impact Fee Revenue

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

WATER FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

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

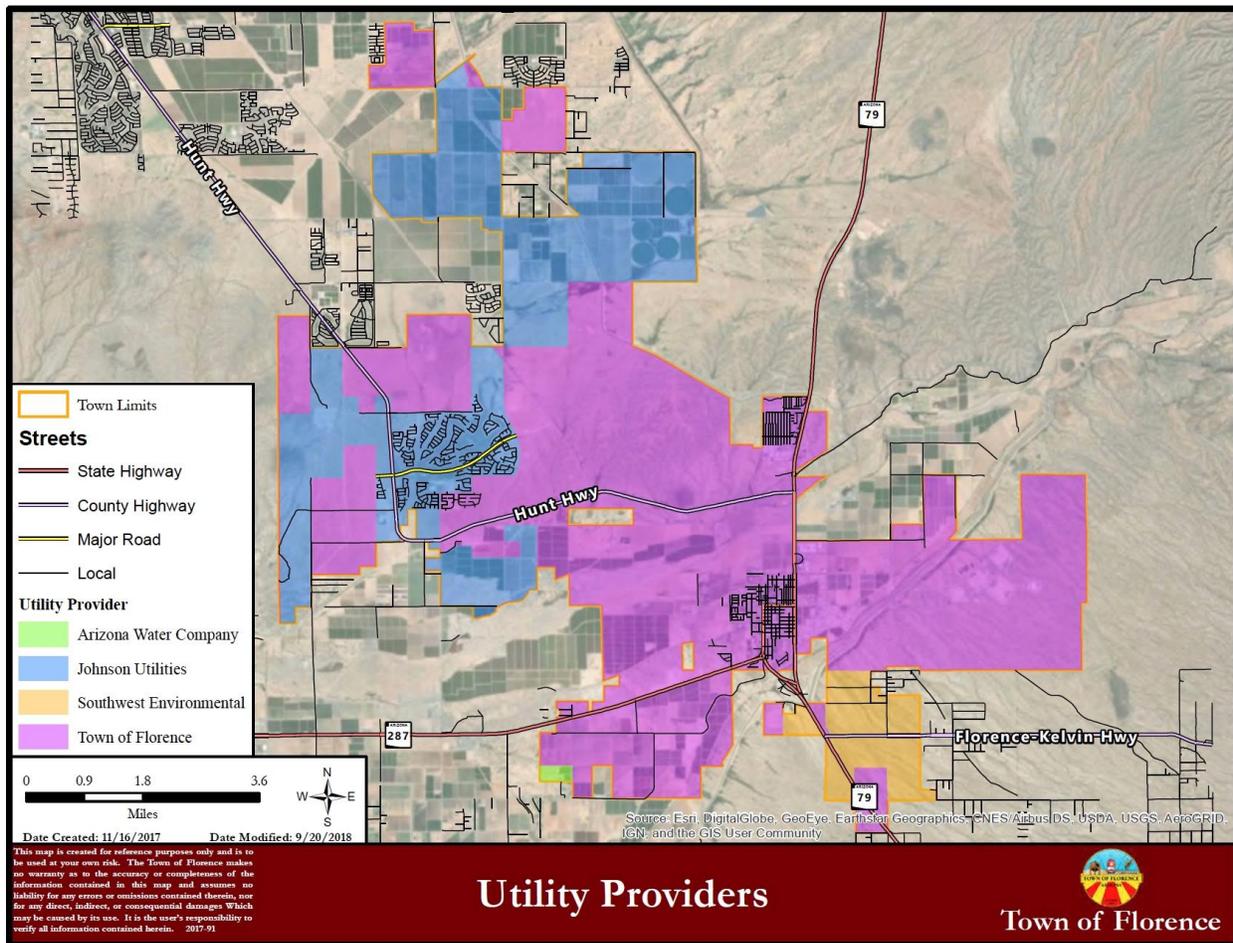
“Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities”

The Water Facilities IIP includes components for transmission, storage, supply, and the cost of professional services for preparing the Water Facilities IIP and related Development Fee Report.

Service Area

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

Figure W1: Town of Florence Water Utility Providers Service Areas



Proportionate Share

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

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

ANALYSIS OF CAPACITY AND USAGE OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

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

ARS § 9-463.05(E)(2) requires:

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

Existing Capacity and Usage

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

Average Day Flows

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

Figure W2: Water Facilities Level of Service

	Average Gallons Per Day	Connections	Gallons Per Day Per Connection	Peak Gallons Per Connection#
2017				
Residential	449,130	3,696	122	243
Nonresidential	1,149,460	342	3,361	6,722
TOTAL	1,598,590	4,038		
Nonresidential Connections per Job:**		0.04		
Gallons per Day per Person:*		50		
Gallons per Day per Job:		151		

* Gallons per capita per day based on single family 2.42 persons per household from US Census 2015 American Community Survey

**Based on employment estimate of 7,626

#Based on Town's peaking factor of 2.0

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

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

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

For nonresidential Water Facilities development fees, capacity ratios by meter size are the appropriate demand indicator for Water Facilities. Capacity ratios equate 5/8" (0.625) meters to the average day gallons per single-family residential unit. Utilizing average day gallons is the most efficient way to show a direct relationship between development units, usage, and system capacity. The nonresidential Water development fees are calculated by multiplying the number of gallons per single-family unit by the capacity ratio for the corresponding size and type of water meter, which are provided by the American Water Works Association (2012) and shown in Figure W3 below.

Figure W3: Water Facilities Ratio of Service Unit to Development Unit Ratio of Service

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

Source: AWWA

PROJECTED DEMAND AND COSTS FOR SERVICES

ARS § 9-463.05(E)(5) requires:

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

Projected Water Flows

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

Figure W4: Projected Water Facilities Service Units

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

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

Water Transmission Facilities

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

Figure W5: Water Transmission Facilities

Description	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Years 6-10	Total Project
Centennial Park Road 8" Loop		\$80,000	\$145,000				\$225,000
Adamsville Rd water line (12 inch)						\$250,000	\$250,000
Water line infrastructure to serve North Florence (16 inch)			\$1,000,000				\$1,000,000
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$1,475,000

Ten-Year Increase in Gallons of Peak Demand per Day => 1,241,411
Cost per Gallon of Demand => \$1.19

Water Storage Facilities

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

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

Figure W6: Water Storage Facilities

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

Water Supply Facilities

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

Figure W7: Water Supply Facilities

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

IIP and Development Fee Study

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

Figure W8: IIP and Development Fee Study

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

WATER FACILITIES DEVELOPMENT FEES

Revenue Offset

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

Proposed Water Facilities Development Fees

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

Figure W9: Proposed Water Facilities Development Fees

<i>Input Variables</i>	<i>Cost per Gallon of Capacity</i>
Transmission Projects	\$1.19
Storage Projects	\$1.25
Supply Projects	\$1.91
Development Fee Study	\$0.03
Capital Cost per Gallon of Capacity =>	\$4.38
Peak Day Gallons of Demand per ERU =>	243
All Development (per meter)	

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

PROJECTED WATER FACILITIES DEVELOPMENT FEE REVENUE

Over the next ten years, the Town of Florence has identified a need for approximately \$5.4 million in growth-related Water Facilities improvements, including \$1.4 million in additional transmission projects,

\$1.2 million in storage capacity, and \$2.7 million for supply. As shown at the bottom of Figure W10, projected Water Facilities development fee revenue totals almost \$4.6 million over ten years. It is probable that this revenue projection is low, as multifamily units are not individually metered and predicting how many future multifamily units will share a common meter is difficult to predict. The same situation exists with converting employment projections to number of new residential meters. Therefore, the current number of meters per jobs was used as a proxy.

Figure W10: Projected Water Facilities Development Fee Revenue

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

Water Development Impact Fee Revenue

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

WASTEWATER FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

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

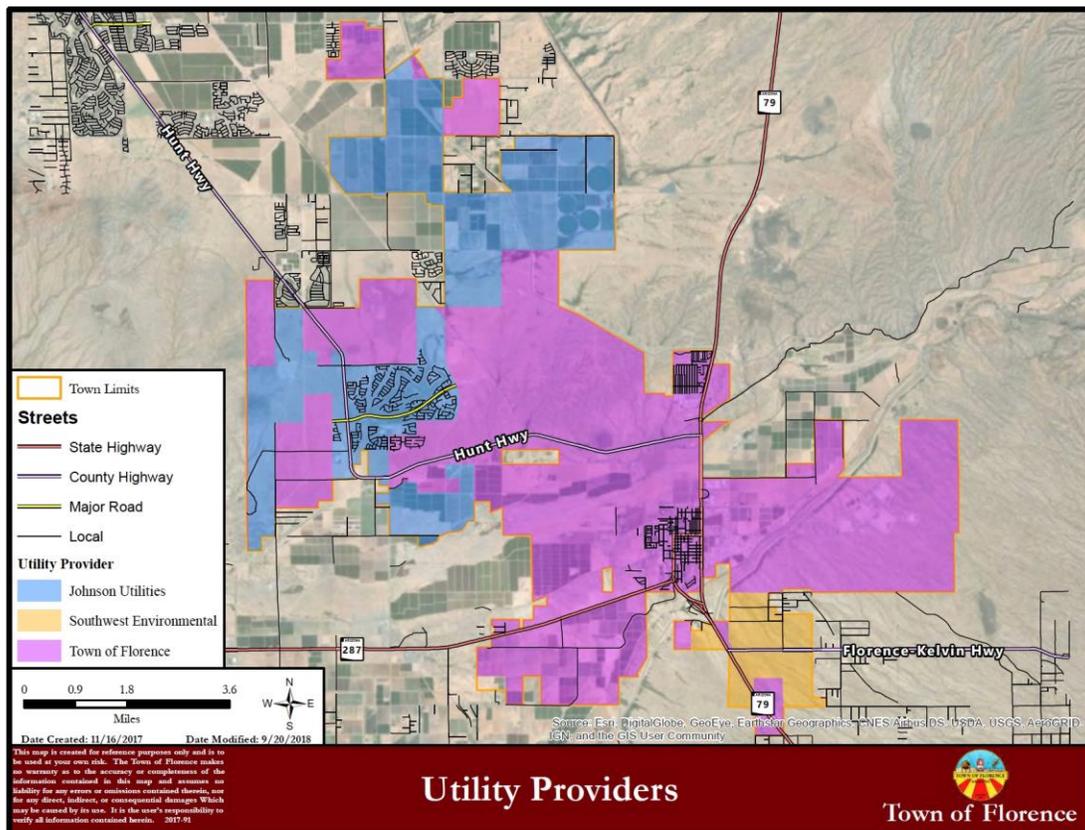
“Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities.”

The Wastewater Facilities IIP includes components for wastewater collection and wastewater treatment, and the cost of professional services for preparing the Wastewater Facilities IIP and related Development Fee Report.

Service Area

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

Figure WW1: Town of Florence Wastewater Utility Providers Service Areas



Proportionate Share

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

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

ANALYSIS OF CAPACITY AND USAGE OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

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

ARS § 9-463.05(E)(2) requires:

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

Existing Capacity and Usage

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

Average Day Flows

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

Figure WW2: Wastewater Facilities Level of Service

	Per Day	Connections	Per Connection	Per Connection#
2017				
Residential	288,612	3,106	93	182
Nonresidential	1,466,710	267	5,493	
TOTAL	1,755,322	3,373		
Nonresidential Connections per Job:**	0.04			
Gallons per Day per Person:*	38			
Gallons per Day per Job:	192			

* Gallons per capita per day based on single family 2.42 persons per household from US Census 2015 American Community Survey

**Based on employment estimate of 7,626

#Peak demand is assumed to be 75% of water peak demand

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

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

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

For nonresidential Wastewater Facilities development fees, capacity ratios by meter size are the appropriate demand indicator for wastewater facilities. Capacity ratios equate 5/8" (0.625) meters to the average day gallons per single-family residential unit. Utilizing average day gallons is the most efficient way to show a direct relationship between development units, usage, and system capacity. The nonresidential Wastewater Facilities development fees are calculated by multiplying the number of gallons per single-family unit by the capacity ratio for the corresponding size and type of meter, which are provided by the American Water Works Association (2012) and shown in Figure WW3 below.

Figure WW3: Wastewater Facilities Ratio of Service Unit to Development Unit

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

Source: AWWA

PROJECTED DEMAND AND COSTS FOR SERVICES

ARS § 9-463.05(E)(5) requires:

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

Projected Wastewater Flows

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

Figure WW4: Wastewater Facilities Projected Service Units

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

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

Wastewater Collection Facilities

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

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

Figure WW5: Wastewater Collection Facilities

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

Wastewater Treatment Facilities

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

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

Figure WW6: Wastewater Treatment Facilities

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

IIP and Development Fee Study

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

Figure WW7: IIP and Development Fee Study

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

WASTEWATER FACILITIES DEVELOPMENT FEES

Revenue Offset

The Town of Florence plans on issuing debt for the planned expansion to the South Wastewater Treatment Plant. To ensure that new development does not “double pay” through the Wastewater Facilities development fee and again through future utility rate payments, an offset is included for principal payments on this future debt. An offset is not necessary for interest payments because interest costs are not included in the development fee calculation. Assuming the debt is issued in 2019, Figure WW8 shows a 20-year amortization schedule of the debt principal. The annual principal payments totaling \$24.1 million are divided by the projected increase in peak wastewater flows in each year to determine a per gallon offset. For example, in 2019, the annual principal payment (\$1,206,500) is divided by projected peak wastewater flow of 2,469,470 gallons for a payment per gallon of \$0.49. To account for the time value of money, annual payments per gallon are discounted using a net present value formula based on the projected interest rate of 4.5%. The total net present value of future principal payments per gallon is \$5.04. This amount is subtracted from the gross capital cost per gallon to derive a net capital cost per

gallon. It should be noted that for purposes of this offset evaluation, we projected peak wastewater flow for years 11-20 by using the average annual increase from the projection shown in Figure WW4.

Figure WW8: Principal Payment Offset

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

Discount Rate	4.5%
Net Present Value	\$5.04

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

Proposed Wastewater Facilities Development Fees

Infrastructure components and cost factors for Wastewater Facilities are summarized in the upper portion of Figure WW9. The development fee is derived from peak day wastewater demand per single-family unit (182 gallons per ERU) multiplied by the capital cost per gallon of capacity (\$13.17). The capital cost per gallon of capacity includes growth-related expansion of Wastewater Facilities and the cost of professional services to prepare the Wastewater IIP and related Development Fee Report. Future development needing a 5/8" (0.625) meter will pay a Wastewater Facilities fee of \$2,400 (182 gallons X \$13.17 capital cost per gallon of capacity X 1.0 capacity ratio), and future development needing a 1.0" meter will pay a

Wastewater Facilities development fee of \$6,001 (182 gallons X \$13.17 capital cost per gallon of capacity X 2.50 capacity ratio).

Figure WW9: Proposed Wastewater Facilities Development Fees

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

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

PROJECTED WASTEWATER FACILITIES DEVELOPMENT FEE REVENUE

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

Figure WW10: Projected Wastewater Facilities Development Fee Revenue

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

Wastewater Development Impact Fee Revenue

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

APPENDIX A: LAND USE ASSUMPTIONS

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

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

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

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

SUMMARY OF GROWTH INDICATORS

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

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

RESIDENTIAL DEVELOPMENT

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

Persons Per Housing Unit and Persons Per Household

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

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

Figure A1: Persons per Household

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

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

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

Recent Residential Construction

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

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

Figure A2: Residential Permits

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

Source: Town of Florence.

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

Figure A3: Housing Unit Estimates on January 1, 2018

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

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

Housing Unit Projections

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

Figure A4: Housing Unit Projections – 2018-2028

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

Average number of units added annually between 2010 and 2017 is 165 based on permit data provided by Town staff.

Projections assume that 200 units will be added annually.

Housing units are allocated by type according to the housing mix published by the 2016 ACS

Population Estimates

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

Figure A5: 2018 Year-Round Population and Households

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

**2010 US Census*

***Provided by Town of Florence*

#2017 vacant units estimate is based on 2016 ACS rate of 28.4%

##2010 household population is from the US Census. 2017 estimate is based on 2.33 pph factor from 2016 ACS data

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

Figure A6: 2018 Peak Population and Households

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

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

Townwide Population Projections

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

Figure A7: Townwide Housing Unit and Population Projections

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

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

Population Projections for Town of Florence Utility Service Area

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

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

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

NONRESIDENTIAL DEVELOPMENT

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

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

Figure A9: Nonresidential Service Units per Development Unit

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

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

Current Estimate of Employment and Nonresidential Square Footage

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

Figure A10: Estimated Employment and Distribution by Industry Type

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

1. Florence Business Summary 2017, Esri Total Residential Forecasts.
2. *Trip Generation*, Institute of Transportation Engineers, 2017.
3. Major sector is Eating & Drinking Places.
4. Major sector is Government.
5. Major sector is Construction.

Employment and Nonresidential Floor Area Projections

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

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

Figure A11: Employment and Nonresidential Floor Area Projections

	2018	2019	2020	2021	2022	2023	2028	10-Year Increase
	Base Yr	1	2	3	4	5	10	
EMPLOYMENT BY TYPE								
Commercial/Retail	634	657	681	705	731	763	943	309
Office/Institutional	6,840	7,087	7,344	7,609	7,885	8,227	10,176	3,336
Industrial/Flex	152	157	163	169	175	183	226	74
Total Employment	7,626	7,902	8,188	8,484	8,791	9,172	11,345	3,719
NONRES. FLOOR AREA (X 1,000 SF)								
Commercial/Retail	271	281	291	301	312	326	403	132
Office/Institutional	2,305	2,388	2,475	2,564	2,657	2,773	3,429	1,124
Industrial/Flex	93	97	100	104	108	112	139	46
Total Nonres. Floor Area	2,669	2,766	2,866	2,970	3,077	3,211	3,971	1,302
ANNUAL INCREASE								
	2018-19	2019-20	2020-21	2021-22	2022-23	2027-28	10-Year Average	
	1	2	3	4	5	10		
Employment	276	286	296	307	382	472	372	
Commercial/Retail KSF	10	10	11	11	14	17	13	
Office/Institutional KSF	83	86	90	93	115	143	112	
Industrial/Flex KSF	3	4	4	4	5	6	5	
Total Nonres. Floor Area KSF	97	100	104	107	134	165	130	

AVERAGE DAILY VEHICLE TRIPS

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

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

Residential Vehicle Trips

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

Figure A12: Average Weekday Vehicle Trip Ends by Housing Type

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

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

* Includes Single Family Detached, Attached, and Manufactured Homes

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

DETAILED DEVELOPMENT PROJECTIONS

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

Figure A13: Townwide Development Projections Summary

	2018	2019	2020	2021	2022	2023	2028	10-Year Increase
	Base Yr	1	2	3	4	5	10	
POPULATION								
Year-Round in HH	10,897	11,230	11,563	11,897	12,230	12,563	14,229	3,331
Total Year-Round	27,297	27,630	27,963	28,297	28,630	28,963	30,629	3,331
Seasonal	3,583	3,696	3,806	3,916	4,025	4,135	4,684	1,101
Total Peak	30,880	31,326	31,769	32,212	32,655	33,098	35,313	4,433
HOUSING UNITS								
Single-Family	5,715	5,890	6,064	6,239	6,414	6,589	7,464	1,750
Multi-Family	817	842	868	893	918	943	1,068	250
Total Housing Units	6,532	6,732	6,932	7,132	7,332	7,532	8,532	2,000
EMPLOYMENT BY TYPE								
Commercial/Retail	634	657	681	705	731	763	943	309
Office/Institutional	6,840	7,087	7,344	7,609	7,885	8,227	10,176	3,336
Industrial/Flex	152	157	163	169	175	183	226	74
Total Employment	7,626	7,902	8,188	8,484	8,791	9,172	11,345	3,719
NONRES. FLOOR AREA (X 1,000 SF)								
Commercial/Retail	271	281	291	301	312	326	403	132
Office/Institutional	2,305	2,388	2,475	2,564	2,657	2,773	3,429	1,124
Industrial/Flex	93	97	100	104	108	112	139	46
Total Nonres. Floor Area	2,669	2,766	2,866	2,970	3,077	3,211	3,971	1,302
ANNUAL INCREASE								
	2018-19	2019-20	2020-21	2021-22	2022-23	2027-28	10-Year Average	
	1	2	3	4	5	10		
Year-Round Population	333	333	333	333	333	333	333	
Peak Population	446	443	443	443	443	443	443	
Total Housing Units	200	200	200	200	200	200	200	
Total Employment	276	286	296	307	382	472	372	
Total Nonres. Floor Area	97	100	104	107	134	165	130	

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

APPENDIX B: ARIZONA REVISED STATUTES

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

(Effective January 1, 2012)

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

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

1. Development fees shall result in a beneficial use to the development.
2. The municipality shall calculate the development fee based on the infrastructure improvements plan adopted pursuant to this section.
3. The development fee shall not exceed a proportionate share of the cost of necessary public services, based on service units, needed to provide necessary public services to the development.
4. Costs for necessary public services made necessary by new development shall be based on the same level of service provided to existing development in the service area.
5. Development fees may not be used for any of the following:
 - (a) Construction, acquisition or expansion of public facilities or assets other than necessary public services or facility expansions identified in the infrastructure improvements plan.
 - (b) Repair, operation or maintenance of existing or new necessary public services or facility expansions.
 - (c) Upgrading, updating, expanding, correcting or replacing existing necessary public services to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards.
 - (d) Upgrading, updating, expanding, correcting or replacing existing necessary public services to provide a higher level of service to existing development.
 - (e) Administrative, maintenance or operating costs of the municipality.
6. Any development for which a development fee has been paid is entitled to the use and benefit of the services for which the fee was imposed and is entitled to receive immediate service from any existing facility with available capacity to serve the new service units if the available capacity has not been reserved or pledged in connection with the construction or financing of the facility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The land use assumptions and infrastructure improvements plan shall be approved or disapproved within sixty days after the public hearing on the land use assumptions and infrastructure improvements plan and at least thirty days before the public hearing on the report required by subsection C of this section. A municipality shall not adopt an ordinance, order or resolution approving the land use assumptions or infrastructure improvements plan as an emergency measure.
2. An infrastructure improvements plan shall be developed by qualified professionals using generally accepted engineering and planning practices pursuant to subsection E of this section.
3. A municipality shall update the land use assumptions and infrastructure improvements plan at least every five years. The initial five year period begins on the day the infrastructure improvements plan is adopted. The municipality shall review and evaluate its current land use assumptions and shall cause an update of the infrastructure improvements plan to be prepared pursuant to this section.

4. Within sixty days after completion of the updated land use assumptions and infrastructure improvements plan, the municipality shall schedule and provide notice of a public hearing to discuss and review the update and shall determine whether to amend the assumptions and plan.
5. A municipality shall hold a public hearing to discuss the proposed amendments to the land use assumptions, the infrastructure improvements plan or the development fee. The land use assumptions and the infrastructure improvements plan, including the amount of any proposed changes to the development fee per service unit, shall be made available to the public on or before the date of the first publication of the notice of the hearing on the amendments.
6. The notice and hearing procedures prescribed in paragraph 1 of this subsection apply to a hearing on the amendment of land use assumptions, an infrastructure improvement plan or a development fee. Within sixty days after the date of the public hearing on the amendments, a municipality shall approve or disapprove the amendments to the land use assumptions, infrastructure improvements plan or development fee. A municipality shall not adopt an ordinance, order or resolution approving the amended land use assumptions, infrastructure improvements plan or development fee as an emergency measure.
7. The advisory committee established under subsection G of this section shall file its written comments on any proposed or updated land use assumptions, infrastructure improvements plan and development fees before the fifth business day before the date of the public hearing on the proposed or updated assumptions, plan and fees.
8. If, at the time an update as prescribed in paragraph 3 of this subsection is required, the municipality determines that no changes to the land use assumptions, infrastructure improvements plan or development fees are needed, the municipality may as an alternative to the updating requirements of this subsection publish notice of its determination on its website and include the following:
 - (a) A statement that the municipality has determined that no change to the land use assumptions, infrastructure improvements plan or development fee is necessary.
 - (b) A description and map of the service area in which an update has been determined to be unnecessary.
 - (c) A statement that by a specified date, which shall be at least sixty days after the date of publication of the first notice, a person may make a written request to the municipality requesting that the land use assumptions, infrastructure improvements plan or development fee be updated.
 - (d) A statement identifying the person or entity to whom the written request for an update should be sent.
9. If, by the date specified pursuant to paragraph 8 of this subsection, a person requests in writing that the land use assumptions, infrastructure improvements plan or development fee be updated,

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

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

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

1. A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.
2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.
3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.
4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.
5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.
6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.

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

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

G. A municipality shall do one of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The amount assessed by the municipality for each type of development fee.
2. The balance of each fund maintained for each type of development fee assessed as of the beginning and end of the fiscal year.
3. The amount of interest or other earnings on the monies in each fund as of the end of the fiscal year.
4. The amount of development fee monies used to repay:

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

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

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

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

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

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

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

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

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

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

1. The facility that is being financed is a facility that is described under subsection T, paragraph 7, subdivisions (a) through (g) of this section.
2. The facility was included in an infrastructure improvements plan adopted before June 1, 2011.

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

T. For the purposes of this section:

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

2. "Development" means:

(a) The subdivision of land.

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

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

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

4. "Final approval" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX C – FORECAST OF REVENUES

Arizona’s enabling legislation requires municipalities to forecast the revenue contribution to be made in the future towards capital costs and shall include these contributions in determining the extent of burden imposed by development.

9-463.05.E.7. “A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section.”

9-463.05.B.12. “The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection.”

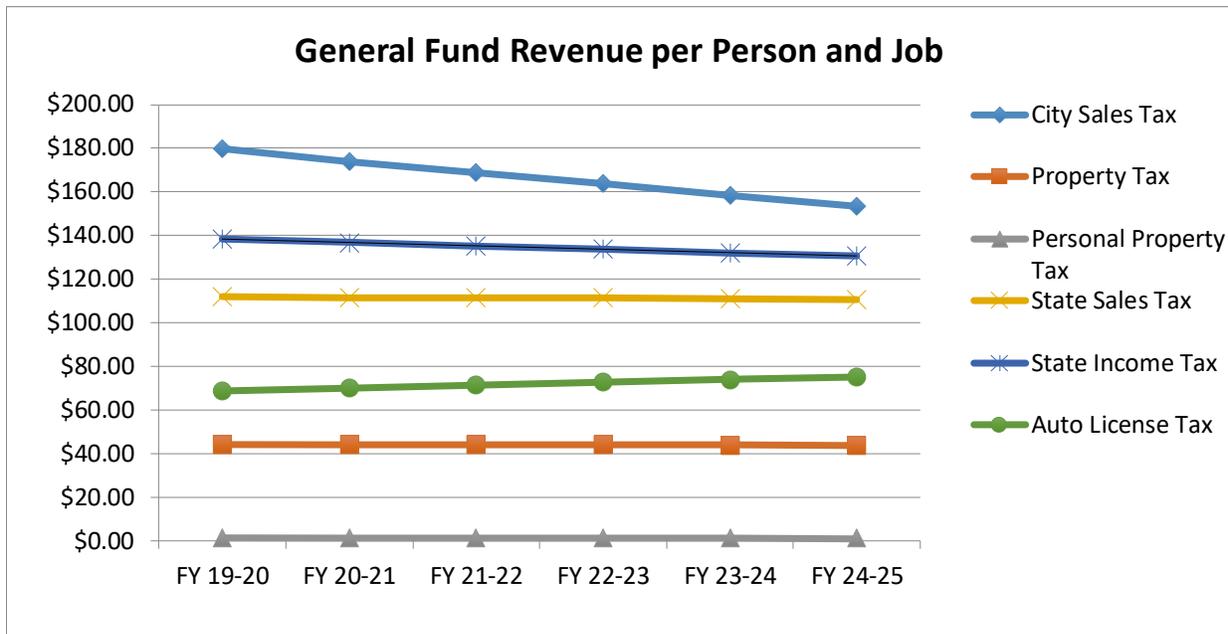
Florence does not have a higher than normal construction excise tax rate, so the required offset described above is not applicable. The required forecast of non-development fee revenue that might be used for growth-related capital costs is shown in Figure C1. General Fund revenues are highlighted in light blue. Streets Fund revenue is highlighted light green and Water and Sewer Revenue is highlighted in orange. The forecast of revenues was provided by Town of Florence staff.

Figure C1 – Five-Year Revenue Projections

	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
City Sales Tax	\$4,100,000	\$4,100,000	\$4,100,000	\$4,100,000	\$4,100,000	\$4,100,000
Property Tax	\$1,007,857	\$1,038,093	\$1,069,236	\$1,101,313	\$1,134,352	\$1,168,383
Personal Property Tax	\$31,000	\$31,000	\$31,000	\$31,000	\$31,000	\$31,000
State Sales Tax	\$2,553,050	\$2,629,641	\$2,708,530	\$2,789,786	\$2,873,480	\$2,959,684
State Income Tax	\$3,157,450	\$3,220,599	\$3,285,011	\$3,350,711	\$3,417,725	\$3,486,080
Auto License Tax	\$1,573,717	\$1,652,403	\$1,735,023	\$1,821,774	\$1,912,863	\$2,008,506
Total General Fund Revenue	\$12,423,074	\$12,671,736	\$12,928,800	\$13,194,584	\$13,469,420	\$13,753,653
HURF Revenue	\$2,050,552	\$2,112,068	\$2,175,430	\$2,240,693	\$2,307,914	\$2,377,152
Transportation Excise Tax Revenue	\$1,210,520	\$1,246,835	\$1,284,240	\$1,322,767	\$1,362,450	\$1,403,324
Total Streets Fund Revenue	\$3,261,071	\$3,358,904	\$3,459,671	\$3,563,461	\$3,670,365	\$3,780,475
Water User Fees	\$2,786,287	\$2,814,150	\$2,842,291	\$2,870,714	\$2,899,421	\$2,928,415
Wastewater User Fees	\$2,686,999	\$2,713,869	\$2,741,008	\$2,768,418	\$2,796,102	\$2,824,063
Department of Corrections Wastewater Fees	\$1,008,000	\$1,018,080	\$1,028,261	\$1,038,543	\$1,048,929	\$1,059,418
Total Utility Revenue	\$6,481,285	\$6,546,098	\$6,611,559	\$6,677,675	\$6,744,452	\$6,811,896

Figure C2 indicates that when forecasted General Fund revenue is compared to the projection of persons and jobs in Florence over the next six years, total General Fund revenue per person and job decreases slightly over time, primarily due to a projected increase in sales and income taxes. Since General Fund revenue per person and job is likely to decrease overtime, while General Fund expenditures will increase, this leaves little or no revenue for growth-related capital infrastructure.

Figure C2 – Graph of General Fund Revenues



The methodology described above was also applied to Street Fund revenue, with the results graphed in Figure C3. The Street Fund revenue is projected to remain relatively flat when compared to projected increases in population and employment. This revenue source is used to street maintenance and is not available for capacity improvements.

Figure C3 – Graph of Street Fund Revenue

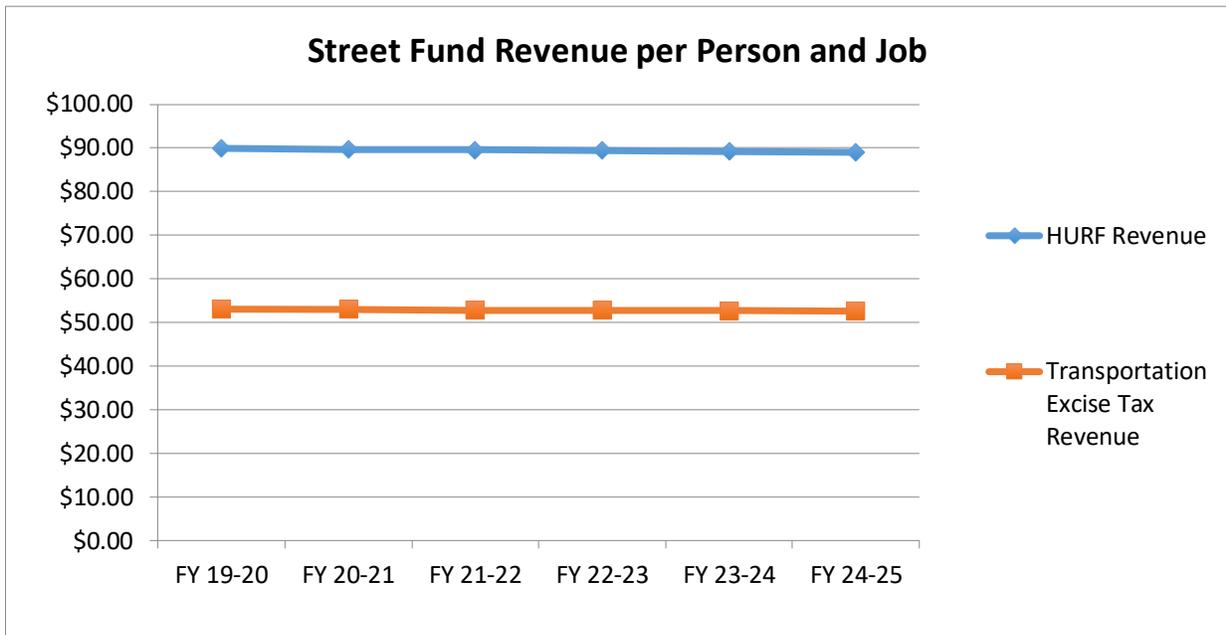
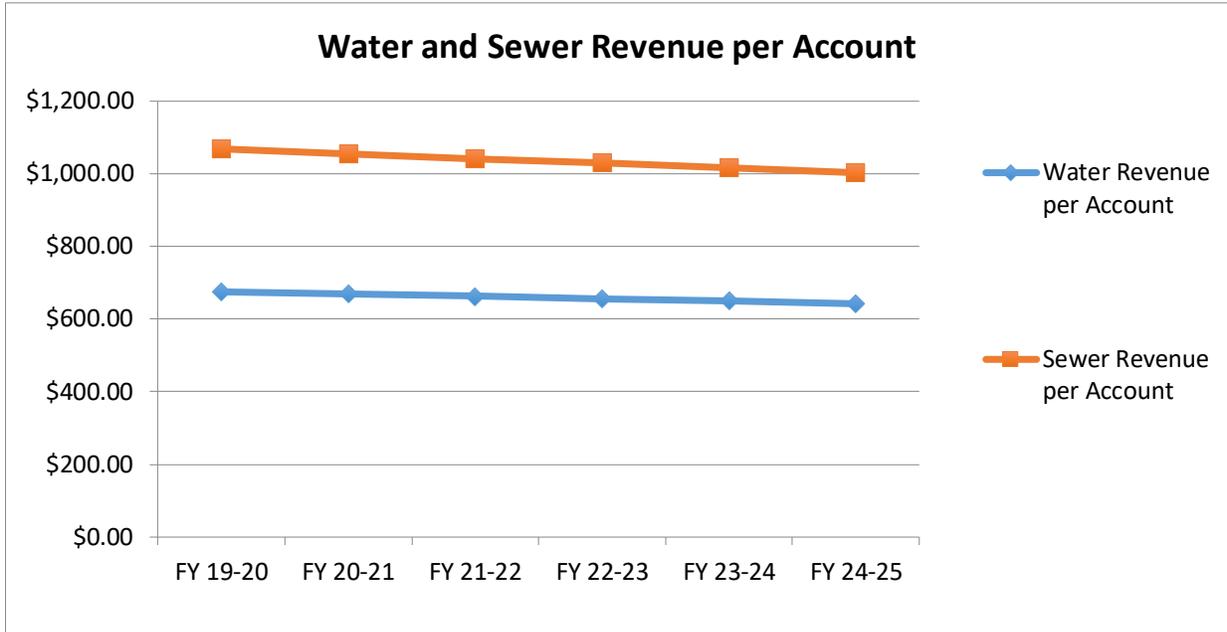


Figure C3 indicates that forecasted water and sewer revenue is likely to decrease per account over time.

Figure C3 – Graph of Utility Fund Revenue



APPENDIX C: IMPLEMENTATION AND ADMINISTRATION

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

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

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

RESIDENTIAL DEVELOPMENT

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

Single-Family:

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

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

Multi-Family:

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

NONRESIDENTIAL DEVELOPMENT

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

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

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

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

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: January 7, 2019 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk SUBJECT: Ordinance No. 669-19 to sell land located at 202 E. Saguaro (Casa De Sol Unit 2; Lot 383), Florence, Arizona 85132.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" 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:

Adoption of Ordinance No. 669-19: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING CERTAIN REAL PROPERTY, HEREAFTER DESCRIBED, SURPLUS FOR USE BY THE TOWN AND AUTHORIZING THE SALE THEREOF, DECLARING AN EMERGENCY, AND RESCINDING ORDINANCE NO. 665-18.

BACKGROUND/DISCUSSION:

The Town Council authorized the sale of Casa De Sol Unit 2, Lot 383, on November 5, 2018 by adoption of Ordinance No. 655-18. After the approve the purchaser selected not to move forward with the sale. Since that time the Town received a full cash value offer and is presenting that offer to the Town Council for possible action.

The Town is in the process of reviewing all property owned by the Town of Florence. Property that is not needed for Town use will be returned to private ownership used as private property and placed back on the tax rolls. In order to sell property, the property must be advertised for 30 days and an offer must be fair market value.

The property located at 202 E. Saguaro (Caliente Casa De Sol, Unit 2: Lot 383), Florence, Arizona 85132 was acquired by the Town as part of a delinquent assessment sale. The amount delinquent was \$1,366.32 on February 17, 2009. The Town received a Superintendents deed after a specific waiting period. Since that time the Town has cleaned

the lot in accordance with Home Owner Association rules but has not taken further action for improvements to the property.

The Town of Florence received an offer of \$6,925 (the "Total Purchase Price") from Donald E. Foster.

A VOTE OF NO WOULD MEAN:

The Town would not sell the property located at 202 E. Saguaro (Caliente Casa De Sol, Unit 2, Lot 383), Florence Arizona.

A VOTE OF YES WOULD MEAN:

The Town Council authorized the sale of subject property to Mr. Donald E. Foster or assigns.

FINANCIAL IMPACT:

The current offer for the subject property is \$6,925 which is also the appraisal value. If approved the properties will be returned to the private sector and placed on the tax rolls.

ATTACHMENTS:

Ordinance No. 669-19

When Recorded Return to:

Town Clerk, Town of Florence
PO Box 2670
775 North Main Street
Florence, AZ 85132

ORDINANCE NO. 669-19

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING CERTAIN REAL PROPERTY, HEREAFTER DESCRIBED, SURPLUS FOR USE BY THE TOWN AND AUTHORIZING THE SALE THEREOF, DECLARING AN EMERGENCY, AND RESCINDING ORDINANCE NO. 665-18.

WHEREAS, the Town Council authorized the sale of lot 202 E. Saguaro, Florence, Arizona and described in **Exhibit “A”** on November 5, 2018; and

WHEREAS, the sale of the lot was not finalized, and the lot remain the property of the Town of Florence; and

WHEREAS, the Town Council of Florence is authorized, pursuant to the Florence Town Code, to acquire and dispose of real property; and

WHEREAS, the Town Council finds that subject to the conditions, requirements, reservations and limitations of this ordinance, the Property is not needed for Town use and shall be returned to private ownership used as private property; and

WHEREAS, the Town Council desires to sell the Property upon receiving consideration of \$6,925 (the “Total Purchase Price”) from Donald E. Foster and/or Assigns (the “Buyer”), and the Town Council having considered the feasibility, advantages and necessity of said action and finding the public’s interest to be served by selling the Property; and

WHEREAS, selling the surplus Town Property will serve the public interest by returning vacant land to a productive use and generate property tax revenues, as well as the benefit of sale proceeds.

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Florence, Arizona, as follows:

SECTION 1: Ordinance No. 655-18 is hereby rescinded.

SECTION 2: The Property described in **Exhibit “A”** attached hereto is declared surplus to the Town’s needs and the sale of the Property to Buyer for the Total

Purchase Price through the Town's real estate services contract is authorized and approved.

SECTION 3: The Mayor, Town Manager, and the Town's attorneys are authorized and directed, in accordance with the terms of this Ordinance, to execute all necessary documents, including deeds, involved in the sale of the Property.

SECTION 4: All actions of the officers and agents of the Town which conform to the purpose and intent of this Ordinance and which further the Town's rights with respect to the sale of the Property as contemplated by this Ordinance, whether heretofore or hereafter taken, are ratified, confirmed and approved.

SECTION 5: The immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health and safety, particularly to sell the surplus Property to be returned to private ownership, and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage by the Mayor and Common Council of the Town of Florence and it is hereby excepted from the referendum provisions of the Constitution and laws of the State of Arizona.

Adopted this 7th day of January 2019.

Tara Walter, Mayor

ATTESTED:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

EXHIBIT "A"
Description of the Property

Location of Property: 202 E. Saguaro, Florence, Arizona 85132
Parcel Number: 200-56-164
Description: Caliente Casa De Sol Unit 2; Lot 383

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8d.
MEETING DATE: January 7, 2019 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk SUBJECT: Ordinance No. 666-19: to sell land located at 3818 North South Dakota Avenue (Florence Gardens Unit B. Lot 563), Florence, Arizona 85132.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" 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:

Adoption of Ordinance No. 666-19: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING CERTAIN REAL PROPERTY, HEREAFTER DESCRIBED, SURPLUS FOR USE BY THE TOWN AND AUTHORIZING THE SALE THEREOF, AND DECLARING AN EMERGENCY.

BACKGROUND/DISCUSSION:

The Town is in the process of reviewing all property owned by the Town of Florence. Property that is not needed for Town use will be returned to private ownership use as private property and placed back on the tax rolls. In order to sell property, the property must be advertised for 30 days and an offer must be fair market value.

The property located at 3818 North South Dakota Avenue (Florence Gardens Unit B. Lot 563), Florence, Arizona, 85132, was acquired by the Town as part of a delinquent assessment sale. The amount delinquent was \$1,515.45 on October 8, 2010. The Town received a Superintendents Deed on October 29, 2012. Since that time the Town has cleaned the lot in accordance with Home Owner Association rules but not taken further action for improvements to the property.

The Town of Florence received an offer of \$8,000 (the "Total Purchase Price") from Linda Lamoreux-Payne.

A VOTE OF NO WOULD MEAN:

The Town would not sell the property located at 3818 N. South Dakota, Florence Arizona.

A VOTE OF YES WOULD MEAN:

The Town Council authorized the sale of subject property to Mrs. Linda Lamoreux-Payne or assigns.

FINANCIAL IMPACT:

The current offer for the subject property is \$8,000 which is also the appraisal value. If approved, the properties will be returned to the private sector and placed on the tax rolls.

ATTACHMENTS:

Ordinance No. 666-19

When Recorded Return to:

Town Clerk, Town of Florence
PO Box 2670
775 North Main Street
Florence, AZ 85132

ORDINANCE NO. 666-19

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING CERTAIN REAL PROPERTY, HEREAFTER DESCRIBED, SURPLUS FOR USE BY THE TOWN AND AUTHORIZING THE SALE THEREOF, AND DECLARING AN EMERGENCY.

WHEREAS, the Town Council of Florence, Arizona, is authorized, pursuant to the Florence Town Code, to acquire and dispose of real property; and

WHEREAS, the Town acquired certain real property located at 3818 N. South Dakota, Florence, Arizona, and described in **Exhibit “A”** (the “Property”) which exhibits are attached and incorporated herein; and

WHEREAS, the Town Council finds that subject to the conditions, requirements, reservations and limitations of this ordinance, the Property is not needed for Town use and shall be returned to private ownership used as private property; and

WHEREAS, the Town Council desires to sell the Property upon receiving consideration of \$8,000 (the “Total Purchase Price”) from Linda Lamoreux-Payne and/or Assigns (the “Buyer”), and the Town Council having considered the feasibility, advantages and necessity of said action and finding the public’s interest to be served by selling the Property; and

WHEREAS, selling the surplus Town Property will serve the public interest by returning vacant land to a productive use and generate property tax revenues, as well as the benefit of sale proceeds.

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Florence, Arizona, as follows:

SECTION 1: The Property described in **Exhibit “A”** attached hereto is declared surplus to the Town’s needs and the sale of the Property to Buyer for the Total Purchase Price through the Town’s real estate services contract is authorized and approved.

SECTION 2: The Mayor, Town Manager, and the Town's attorneys are authorized and directed, in accordance with the terms of this Ordinance, to execute all necessary documents, including deeds, involved in the sale of the Property.

SECTION 3. All actions of the officers and agents of the Town which conform to the purpose and intent of this Ordinance and which further the Town's rights with respect to the sale of the Property as contemplated by this Ordinance, whether heretofore or hereafter taken, are ratified, confirmed and approved.

SECTION 4. The immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health and safety, particularly to sell the surplus Property to be returned to private ownership, and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage by the Mayor and Common Council of the Town of Florence and it is hereby excepted from the referendum provisions of the Constitution and laws of the State of Arizona.

Adopted this 7th day of January 2019.

APPROVED:

Tara Walter, Mayor

ATTESTED:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Town Attorney

EXHIBIT "A"
Description of the Property

Location of Property: 3818 N. South Dakota, Florence, Arizona 85132

Parcel Number: 200-53-186

Description: Florence Gardens, Unit B, Lot 563



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8e.

MEETING DATE: January 7, 2019

DEPARTMENT: Administration

STAFF PRESENTER: Jennifer Evans, Management Analyst

SUBJECT: Silver King Marketplace Lease Agreement with Lisa Terenzio, Owner of Desert Health & Yoga

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

STRATEGIC PLAN REFERENCE: Community Vitality Economic Prosperity
 Leadership and Governance Partnership and Relationships Transportation and Infrastructure
 Statutory None

RECOMMENDED MOTION/ACTION:

A motion to approve the Lease Agreement between the Town of Florence, and Lisa Terenzio, for Suite 201 at the Silver King Marketplace.

BACKGROUND/DISCUSSION:

Lisa Terenzio, owner of Desert Health & Yoga, responded to the Town's Request for Proposals (RFP) for the Silver King Marketplace Lease, 440 North Main Street, Suite 201. Ms. Terenzio proposes to open a studio in the space to provide a variety of yoga and health classes. The studio will primarily offer instruction in the practice of yoga and meditation. Ms. Terenzio also intends to offer classes on wellness, healthy cooking and eating, creative subjects like crafting, life-mapping, mindful living and more.

The RFP process was followed to solicit proposals for Suite 201 per the Town of Florence Property Lease Policy. Ms. Terenzio submitted the only proposal by the deadline of 3:00 p.m. on December 4, 2018. The proposal was reviewed by Town staff and meets all submission requirements as outlined in the RFP. The proposed use of Suite 201 as a yoga studio conforms to existing Downtown Commercial (DC) zoning.

A VOTE OF NO WOULD MEAN:

A No vote would mean Suite 201 will remain vacant.

A VOTE OF YES WOULD MEAN:

A Yes vote would mean Suite 201 will be leased to Lisa Terenzio for use as Desert Health & Yoga.

FINANCIAL IMPACT:

The term of the lease is from February 1, 2019 to January 31, 2020. The monthly rent will be \$182 and the tenant will pay for utilities each month as invoiced by the Town. Tenant will also pay the Government Property Lease Excise Tax by December 1, 2019, in the amount of \$1,192.46. The tax is allocated as follows: Pinal County 13%, Florence Unified School District 73%, Pinal County Community College District 7%, and Town of Florence 7%.

ATTACHMENTS:

Silver King Market Place Lease Agreement
Town of Florence Property Lease Policy

SILVER KING MARKET PLACE LEASE AGREEMENT

TOWN OF FLORENCE, ARIZONA,
an Arizona municipal corporation

AND

Lisa Terenzio, a married woman on her own behalf

DATE: As of February 1, 2019

SILVER KING MARKET PLACE LEASE AGREEMENT

This Silver King Market Place Lease Agreement (this "Lease") is made and entered into as of the ___ day of _____, 2019 by Town of Florence, an Arizona municipal corporation, hereinafter called "Landlord", and Lisa Terenzio, a married woman on her own behalf, hereinafter called "Tenant".

1. LEASED PREMISES

For and in consideration of the rent to be paid and of the covenants and agreements of Tenant as hereinafter set forth, Landlord does hereby lease **728 square feet** to Tenant of the premises located at **440 N. Main Street, Suite 201**, Florence, Arizona, also known as the Silver King Market Place, and hereinafter referred to as the "Premises", or, the "Leased Premises". The Leased Premises are also described as Suite 201, which is located at the south end of the building in which the Premises are located (the "Building") on the second floor.

2. TERM

The Lease term shall begin on the **1st day of February, 2019** and end on the **31st day of January, 2020** (the "Initial Term"). Landlord shall use commercially reasonable efforts to put Tenant in possession of the Leased Premises at the beginning of the Initial Term. If Landlord is unable to timely provide the Leased Premises for occupancy by Tenant, rent shall abate for the period of delay. Tenant agrees it shall make no other claim against Landlord for any such delay.

3. EXTENSIONS

The parties hereto may elect to extend the Initial Term upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such election; provided that Tenant gives notice of its request to extend the Initial Term no later than sixty (60) days prior to the expiration of the Initial Term. If Tenant does not elect to extend the Initial Term in accordance with this paragraph, this Lease shall end on the **31st day of January, 2020** (the "Expiration Date") and thereafter Tenant may only occupy the Premises on a month-to-month basis. Such month-to-month tenancy may be terminated by Landlord upon thirty (30) days notice to Tenant. Landlord's acceptance of rent payments after the Expiration Date shall not constitute a renewal of this Lease Agreement.

4. RENTS

Rent shall be paid at the rate of **one hundred eighty two dollars (\$182.00)** per month for the duration of this Lease. In addition to the rent, Tenant is responsible for any commercial property lease transaction privilege tax and government property lease excise tax. Each monthly payment of rent due thereafter shall be payable on the first day of each calendar month for the balance of the Initial Term, together with such taxes.

Payment of rent shall be made to Landlord at Town of Florence, P.O. Box 2670, 775 North Main Street, Florence, Arizona 85132, or at such other place designated by written notice from Landlord. The rental payment amount for any partial calendar months included in the Lease term shall be prorated on a daily basis. If rent is not received by the close of the fifth business day then a late fee of \$25.00 will be added to Tenant's account and past-due rent shall bear interest at the rate of ten per cent (10%) per annum from the date due (i.e., the first day of each month) until paid.

5. GOVERNMENT PROPERTY LEASE EXCISE TAX

Tenant shall be responsible for any and all property taxes and all government property lease excise taxes described in A.R.S. § 42-6201 *et seq.* or similar laws in force from time to time. Pursuant to A.R.S. § 42-6206, failure by Tenant to pay any such tax after notice and an opportunity to cure is an event of default that could result in divesting the Tenant of any interest in or right of occupancy of the Leased Premises.

6. SECURITY DEPOSIT

Tenant has deposited with Landlord the sum of **one hundred eighty two dollars (\$182.00)** as security for the full and faithful performance by Tenant of all the terms of this Lease required to be performed by Tenant. Such sum shall be returned to Tenant after the expiration of this Lease; provided Tenant has fully and faithfully carried out all of its terms. At the expiration of this Lease or such other time as Tenant may properly request the return of the Security Deposit, Landlord shall make an inspection of the Leased Premises and deduct from the Security Deposit such sums as are necessary to repair and refurbish the Leased Premises to the condition which existed prior to Tenant's occupancy thereof. In the event of a bona fide sale of the Building of which the Leased Premises are a part, Landlord shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and Landlord shall be released from all liability for the return of such security to Tenant.

7. PURPOSE

A. Landlord is maintaining the Silver King Market Place for the development of new businesses within the historical/downtown area of the Town of Florence. It is Landlord's desire to endeavor to assist in the creation of new businesses by providing a leasing environment contemplated to assist such new businesses.

B. Tenant shall use the Leased Premises for the purpose of conducting the business of a health and yoga studio and for no other purpose without Landlord's express prior written consent. This use must also be and remain consistent with Exhibit "A". In the event Tenant desires to use the Leased Premises for a different business purpose not described above, Tenant shall first apply, in writing, for approval for such use to the Town of Florence. As a further condition of this Lease, Tenant must also maintain regular business hours and be open for at least thirty five (35) hours per week with exception of holidays.

When business enhancement classes are offered, free of charge, Tenant shall make every effort to send one or more representatives to attend these programs.

C. If Tenant fails to meet any of these requirements, then Landlord may terminate this Lease after providing Tenant no less than thirty (30) days written notice of Landlord's intent to terminate this Lease. If Tenant does not satisfy the above conditions or otherwise cure the deficiencies indicated in the notice within thirty (30) days, Landlord may terminate this Lease as provided in Section 18 below.

The Premises shall not be used in violation of this Lease, any zoning laws applicable to the Premises, or in violation of any federal, state or local laws or regulations.

8. PROHIBITED USES

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. All uses must conform to the zoning code of the Town of Florence and the Landlord's Property Lease Policy, both as promulgated by Town from time to time.

9. SUBLEASE AND ASSIGNMENT

A. Tenant shall not sublet or assign this Lease without Landlord's consent. To assign this Lease to a business with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets Tenant must receive either written consent from Landlord (not to be unreasonably withheld) or enter into a new lease agreement reasonably satisfactory to both parties.

B. Except as set forth above, neither Tenant nor any assignee may sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's written consent.

10. REPAIRS

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs and refurbishment of the Leased Premises. Repair and refurbishment shall include, but is not limited to, the repair and refurbishment of normal wear and tear to floors, walls, ceilings, and other parts of the Leased Premises caused by Tenant's use and enjoyment of the Leased Premises, except for major mechanical systems or the roof [(so long as damage thereto is not caused, in whole or in part, by the acts or omissions of Tenant, its invitees or those under Tenant's direction and control) subject to the obligations of the parties as may otherwise be set forth in this Lease.]

11. TENANT IMPROVEMENTS

A. Tenant, at Tenant's expense, shall have the right to remodel, redecorate, or make additions, improvements and replacements to all or any part of the Leased Premises from time to time as Tenant may deem desirable (the "Tenant Modifications"); provided the same are made in a workmanlike manner, lien free, in accordance with all codes and utilizing good quality materials. Tenant must obtain the written consent of Landlord prior to undertaking any such Tenant Modifications. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease but not after ten (10) days after the expiration thereof, provided that such removal does not cause any damage to the Premises. Any damage caused by the removal of Tenant's personal property shall be repaired by Tenant at Tenant's expense. If Tenant fails to repair any such damage Landlord may repair the damage and deduct the costs thereof from Tenant's security deposit, with Tenant remaining liable for the excess, if any, over the security deposit. At the expiration of this Lease, at Landlord's direction, Tenant shall remove any such personal property from the Leased Premises at Tenant's sole cost and expense, repairing any damage to the Leased Premises occasioned thereby.

B. Tenant may have prepared plans and specifications for the construction of Tenant Modifications, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the Leased Premises and shall keep the same in full force and effect at Tenant's cost.

C. Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of Tenant Modifications on the Leased Premises at its sole cost and expense. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner and lien free, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice. Tenant shall include in any contract for the construction of Tenant Modifications a requirement that bonds in the full amount of the contract sum be furnished guaranteeing the faithful performance of the contract requirements and the payment of any and all subcontractors.

D. During the course of Tenant Modifications, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal to three times the amount expended for construction of the improvements. All risk of loss or

damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

E. Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of Tenant Modifications to Leased Premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provisions contained herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of Landlord to pay for any improvements, alterations or repairs occasioned by Tenant.

12. UTILITIES

Landlord shall pay the amount due for charges for water, sewer, gas, and electricity and separately invoice Tenant for Tenant's share of the charges as determined by Landlord in its reasonable judgment utilizing any reasonable method of apportionment. Tenant shall pay the utilities invoice upon the due date for the monthly payment of this Lease or the first of the month, whichever comes first. If the utilities payment is not received by the due date then a late fee of \$25.00 will be added to Tenant's account and the past-due amount shall bear interest at the rate of ten per cent (10%) per annum from the date due until paid. Tenant shall be responsible for all of its own telecommunications/cable/Internet charges.

Tenant acknowledges that the Leased Premises are designed to provide standard office or retail use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

13. SIGNAGE

A. Exterior Signs. Tenant may purchase and Landlord will install one exterior sign located on the east side of the Building. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, provided that Tenant shall remove any such signs upon termination of this Lease, and repair all damage occasioned thereby to the Leased Premises, all at Tenant's sole cost and expense.

B. Interior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

14. ENTRY

Landlord shall have the right to enter upon the Leased Premises at reasonable hours (absent emergency [during which Landlord may enter to inspect/endeavor to abate emergency]) to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

15. PARKING

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Premises or in reasonable proximity thereto, for Tenant and Tenant's agents and employees or for others within or utilizing the Building.

16. MECHANIC'S AND OTHER LIENS

Tenant shall pay before delinquent all sums of money which, if unpaid, would entitle any person to a mechanic's or material supplier's or laborer's lien against the Leased Premises, or on Tenant's interest under this Lease. Tenant agrees that it will neither do any act, nor fail to do any act, which would result in the recordation of any lien against the Leased Premises, the Building or the Silver King Market Place as a whole.

17. INSURANCE AND INDEMNIFICATION

A. INDEMNIFICATION

(i) To the fullest extent permitted by law, Tenant shall defend, indemnify and hold harmless Landlord (i.e., the Town of Florence), its agents, officers, officials (whether elected or not), attorneys and employees (collectively, the "Indemnified Parties") from, of and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees [whether or not suit is brought], court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted either wholly or in part from the acts, errors, mistakes, omissions, work or services of Tenant, its agents, employees, contractors, subcontractors or business invitees in the performance of this Agreement, and regardless of whether or not such claim, damages, loss or expenses are caused in part by Landlord.

(ii) Tenant's duty to defend, hold harmless and indemnify the Indemnified Parties and each of them shall arise in connection with any claims, damages, losses or expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused either wholly or in part by Tenant's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee or business invitee of Tenant or any other

person for whose acts, errors, mistakes, omissions, work or services Tenant may be legally liable, and regardless of whether or not such claim, damages, losses or expenses are caused in part by Landlord.

(iii) The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph 17A.

B. INSURANCE REQUIREMENTS

(i) Tenant, at Tenant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of "A", or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to Landlord.

(ii) All insurance required herein shall be maintained in full force and effect during any term of this Lease; failure to do so may, at the sole discretion of Landlord, constitute a material breach of this Lease.

(iii) Tenant's insurance shall be primary insurance, and any insurance or self-insurance maintained by Landlord shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect Landlord.

(iv) The insurance policies required by this Agreement shall name Landlord and any other Indemnified Parties designated by Landlord as Additional Insured(s).

(v) Landlord reserves the right to amend the requirements herein at any time during the Lease subject to at least 30 days written notice. Coverage provided by the Tenant shall not be limited to the liability assumed under the Indemnification provision of this Lease. To the extent permitted by law, Tenant waives all rights of subrogation or similar rights against Landlord. Landlord reserves the right to require complete copies of all insurance policies required by this Lease at any time. Failure to maintain the insurance policies required by this Lease, or to provide evidence of renewal, is a material breach of contract.

C. REQUIRED COVERAGES

(i) General Liability/Contractual Indemnity

(a) Tenant shall, at Tenant's expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as Insurance Service Office, Inc.

Policy Form CG 000211093(October 2001 version). The coverage shall not exclude X, C, U.

(b) Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims.

(c) The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20101185 (October 2001 version).

(ii) Property Insurance

(a) Landlord shall obtain and keep in force during any term of this Lease, a policy or policies of insurance covering loss or damage to the Leased Premises, in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, flood, extended coverage, vandalism, malicious mischief and special extended perils.

(b) Tenant shall obtain and keep in force during any term of this Lease, a policy or policies of insurance covering loss or damage to the contents of the Leased Premises. Tenant agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income there from, or for loss or damage to goods, wares, merchandise or other property in or on the Leased Premises owned or belonging to Tenant, Tenant's employees, invitees, customers, or any other person in or about the Leased Premises; nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, invitees, agents or contractors, whether such damage or injury to persons or property is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or light fixtures or from any other cause; or whether the said damage or injury to person or property results from conditions arising upon the Leased Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant.

(iii) Certificates of Insurance

(a) Prior to delivery of possession of the Leased Premises to Tenant, Tenant shall furnish Landlord with proof of payment acceptable to Landlord of any required coverages hereunder, together with Certificates of Insurance, or formal endorsements as required by this Lease, issued by Tenant's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Lease are in full force and effect.

(b) In the event any insurance policy(ies) required by this Lease is (are) written on a "claims made" basis, coverage shall extend for two years past the expiration of any term of this Lease as evidenced by annual Certificates of Insurance.

(c) If a policy does expire during any term of this Lease, a renewal certificate must be sent to Landlord fifteen (15) days prior to the expiration date.

18. DEFAULTS AND REMEDIES

A. DEFAULTS

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

- (i) The vacating or abandonment of the Leased Premises by Tenant;
- (ii) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due;
- (iii) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in subsection (ii) above, where such failure shall continue for a period of fifteen (15) days after written notice hereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than fifteen (15) calendar days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion, such additional time to complete not to exceed thirty (30) additional days.
- (iv) The making by Tenant of any general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets, located at the Leased Premises, or, of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) calendar days; or, the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days; or
- (v) The filing or recordation of a lien against the Leased Premises, the Building or the Silver King Market Place as a whole due to any action or inaction of Tenant.

B. REMEDIES

- (i) In the event of any such default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

(ii) Terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to, the cost or recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorneys' fees; any real estate commission actually paid; and the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant provides could be reasonably avoided. In the event Tenant shall have abandoned the Premises, Landlord shall have the option of 1) retaking possession of the Premises and recovering from Tenant the amount specified in this paragraph; or 2) proceeding under subsection (iii) immediately below.

(iii) Maintain Tenant's right to possession, in which case this Lease shall remain in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(iv) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Arizona, including the right to declare a landlord's lien on Tenant's personal property located on the Leased Premises. Where a landlord's lien is declared by Landlord, Landlord may, without notice or demand to Tenant, terminate Tenant's right to possession of the premises until Landlord has secured sufficient personal property or full payment of rent to satisfy the amount of rent owed. Should Landlord declare a landlord's lien on the Leased Premises pursuant to this paragraph, this Lease shall not be considered terminated, and Landlord shall have a right to recover rent as it becomes due.

C. DEFAULT BY LANDLORD

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than fifteen (15) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations; provided however, that if the nature of Landlord's obligation is such that more than fifteen (15) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty day period and thereafter diligently prosecutes the same to completion. If Landlord does not perform, the holder of any first mortgage may perform in Landlord's place and Tenant must accept such performance.

D. HOLDOVER BY TENANT

If Tenant shall hold over after expiration of the Initial Term, or any extension of the Initial Term, such tenancy shall be from month-to-month only upon such terms, covenants, and

conditions as set forth herein except for those relating to the term of the Lease. Any such month-to-month tenancy may be terminated by Landlord upon thirty (30) days notice to Tenant. However, nothing herein shall be construed as or deemed a waiver of any rights of Landlord to take such action in law or equity as Landlord may have under the provisions of this Lease or otherwise.

E. BANKRUPTCY OF TENANT

If Tenant should make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or permit a receiver to be appointed to take possession of a substantial portion of the Tenant's assets or of this leasehold, and such bankruptcy, insolvency or receivership proceedings not be dismissed within thirty days, then Lessor may, without notice or demand, terminate this Lease and forthwith re-enter and repossess the demised premises and remove all persons, and under no circumstances shall this Lease be assigned or transferred by operation of law.

19. DAMAGE AND DESTRUCTION

Subject to the Insurance provisions contained herein, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant subject to the provisions of this Lease which may permit Landlord to retain such payments. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

20. TITLE

A. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage/deed of trust upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage; provided, however, that as a condition to such subordination, the holder of any

such encumbrance shall enter first into a written agreement with Tenant reasonably satisfactory to such encumbrancer in form suitable for recording to the effect that:

(i) In the event of foreclosure or other action taken under the encumbrance by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder; and

(ii) Such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the Damage and Insurance provisions of this Lease. Tenant agrees that if the encumbrancer or any person claiming under the encumbrancer shall succeed to the interest of Landlord in this lease, Tenant will attorn to and recognize said encumbrancer or person as its Landlord under the terms of this Lease; provided that said encumbrancer or person for the period during which said encumbrancer or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder, but shall not be liable for prior defaults of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

B. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

21. ATTORNEYS' FEES

In the event of any legal action between Landlord and Tenant to enforce any of the provisions and/or rights hereunder, the unsuccessful party to such action agrees to pay to the other party all costs and expenses, including reasonable attorneys' fees incurred in prosecuting or defending such action, and if judgment is recovered in such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment.

22. NOTICES

Any notice required to be given by or to either Landlord or Tenant pursuant to this Lease, shall be in writing and shall be forwarded by certified mail, postage prepaid, addressed as follows:

For Landlord:

For Tenant:

Town of Florence
Town Manager
P.O. Box 2670
775 North Main Street
Florence, AZ 85132

Lisa Terenzio
Desert Health & Yoga
86 W. Canyon Rock Road
San Tan Valley, AZ 85143

23. WAIVER

A waiver of any breach of this Lease, or of any of the terms or conditions by either party hereto, shall not be deemed a waiver of any repetition of such breach or in any way affect any other terms or conditions hereof. No waiver shall be valid or binding unless it shall be in writing and signed by the parties.

24. CANCELLATION OF AGREEMENT

Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Lease is subject to cancellation by Landlord if any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of Landlord is, at any time while this Lease or any extension of this Lease is in effect, an employee or agent of Tenant in any capacity or a consultant to Tenant with respect to the subject matter of this Lease.

{BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY; SIGNATURES AND
ACKNOWLEDGEMENTS APPEAR ON PAGE FOLLOWING}

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first written above.

LANDLORD:

TOWN OF FLORENCE, an Arizona municipal corporation

Tara Walter, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

TENANT:

Lisa Terenzio, a married woman on her own behalf

By: _____

Its: _____

Date: _____

STATE OF ARIZONA)
) ss.
County of Pinal)

On this ____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared _____, a married woman on her own behalf and that as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained on behalf of the said company.

(Seal and Expiration Date)

Notary Public

My Commission Expires:

EXHIBIT A

Business Description

Desert Health & Yoga studio functions to encourage people into a healthier lifestyle and manner of thinking about themselves. For individuals whose path to wellness has already begun, the studio will provide classes, information and support to continue their journey with a like-minded community. For those just starting on this path, Desert Health & Yoga will offer an accessible, inclusive and welcoming environment that is relevant to everyone. The studio will offer instruction in the physical practice of yoga and meditation, the philosophy of yoga and meditation, and workshops on wellness, healthy cooking and eating, creative subjects like crafting, life-mapping, mindful living and more.

EXHIBIT B

[PLACE HOLDER FOR ALL PERMANENT TENANT IMPROVEMENTS]



federal legal requirements. Opportunities for leases on Town owned properties will be made available to the public through the request for proposal process described herein.

4.13 The Town will lease property to a tenant for a specific purpose or use. Leasing for the purpose of speculation, subleasing, or assignment of leases is not allowed.

4.14 All properties, identified as available for lease by the Town of Florence, shall be subject to the lease policies and procedures contained herein.

4.2 Acceptable and Unacceptable Uses

4.21 All uses and activities on properties made available for lease are subject to the Town General Plan, zoning ordinances and other applicable local, state, and federal laws and regulations.

4.22 The Town Council may restrict specific Town properties to certain uses or classes of use. Such properties will be available for leasing only for such uses.

4.23 Businesses whose primary purpose is office and administrative operations are prohibited from leasing a suite on the ground level of the Silver King Marketplace. The second floor space is available for both retail and non-retail uses.

4.24 Leases in the Silver King Marketplace are not extended to residential dwellings, clubs, and membership organizations.

4.25 Space within the Silver King Marketplace will not be leased or rented on a temporary basis for special events. Tenants of the Silver King Marketplace may hold special events in as much as these events are within the confines of their regular business and are meant to increase foot traffic to the tenant's business.

4.26 Businesses leasing space in the Silver King Marketplace should promote foot traffic, contribute to the vibrancy of the downtown and not be considered a prohibited use in accordance with Section 6.0 of this policy.

5.0 Procedures

5.1 Requests for Proposal Procedures and Evaluation Process

5.11 A submitted proposal shall include:

5.111 A clear and precise narrative description of the proposed use of the property.

- 5.112 A specific time schedule and benchmarks for development.
 - 5.113 Any other information that is directly pertinent to the proposal scoring criteria contained in Section 5.13.
 - 5.114 Other required attachments may be requested including, but not limited to, applicant information, business plan, site plan, certificate of insurance, financial information, partnership or corporation statement, and references.
 - 5.115 Any other information required by the Town of Florence.
- 5.12 All proposals shall be evaluated by the Town Manager or designee.
- 5.13 The criteria for evaluating proposals shall include, but is not limited to the following:
- 5.131 Compatibility with neighboring uses and consistency with applicable land use regulations including the General Plan.
 - 5.132 The development plan including all proposed phases and timetables.
 - 5.133 Submittal of a business plan.
 - 5.134 Experience of the applicant in the proposed business or venture.
 - 5.135 Financial capability or backing of the applicant including credit history, prior lease history, and assets that will be used to support the proposed development.
 - 5.136 The number of employees that will be hired.
 - 5.137 The proposed rental rate.
 - 5.138 Other financial impacts such as tax revenues, stimulation of related or spin-off economic development.
 - 5.139 Other long term social and economic development.
- 5.14 After evaluating the proposals, the Town Manager or designee shall make a recommendation on a successful applicant to the Town Council. The recommendation shall be forwarded with the lease document for presentation to the Town Council for approval.
- 5.15 The Town Council shall approve the proposed lease, disapprove the proposed lease, or remand the unapproved lease to the Town Manager with comments.

5.2 Lease Implementation

5.21 The Town Manager or designee may develop one or more standardized building leases, as many as necessary to apply to each Town building available for leasing, containing standard provisions applicable to all leases of space in a Town owned building. The standard lease documents shall be reviewed by the Town Attorney, approved by the Town Council, and executed by the Mayor.

5.22 The Town Manager or designee is responsible for lease negotiations, including any negotiated changes in the standard lease terms. The Town Manager or designee shall take into consideration the following when negotiating the terms of the lease:

5.221 The nature of the proposed use.

5.222 The type and cost of the improvements to be placed in or on the property, and whether such improvements shall remain in or on the property after the expiration or termination of the lease.

5.223 Period of time required to amortize the improvements.

5.224 Overall benefit to the Town.

5.225 Consistency with the General Plan and all other relevant land use codes and regulations.

5.226 Date of commencement and completion of improvements.

5.227 Other factors deemed relevant by the Town Manager or designee.

5.3 Lease Rental Rates and Payments

5.31 General Lease Rental Rates

5.311 Properties shall be rented on a gross lease basis at fair market rent. Government property lease excise tax will be assessed in accordance with A.R.S. § 42-6201 et seq.

5.312 Payment of a higher than market rate resulting from an applicant's proposal is generally in the public interest and will help to establish fair market rent using current market forces.

5.313 The Town Council may approve a lease of Town property for less than fair market rent only if the motion approving the lease contains a finding that the lease is for a valuable public purpose or use and it states such public purpose or use.

5.314 A security deposit of no less than one month rent is paid by the tenant upon approval of the lease by the Town Council. The deposit may be increased or decreased depending on the type of business, length of lease and information in the business plan.

5.315 Lease rental rates at the Silver King Marketplace range from \$2.50 to \$6.00 per square foot for retail businesses. Rent for non-retail businesses is \$6.00 to \$10.00 per square foot.

5.32 Rental Rate Determination: Factors that may be considered when determining the specific lease rate for individual leases include:

5.321 The highest and best use of the property.

5.322 The Town's economic development objectives.

5.323 The location of the property.

5.324 Alternative valuation methodologies as negotiated by both parties.

5.325 Parameters set out by the Town Council under Section 5.31.

5.33 Utilities

5.331 The Town of Florence will maintain accounts for electric, water, and gas service, as applicable. Tenants will be invoiced for utility costs on a monthly basis.

5.332 The Town bears the costs for the common area square footage and costs associated with the dedicated phone line used for the fire suppression system. The tenant bears the full costs of all cable, internet, and telephone service, if so elected, including deposits, setup, and cancellation fees. The Town reserves the right to adjust the utility rate semi-annually.

5.34 Collection of payment

Payment of rent and utilities are due on the first day of each month. If the first day of the month falls on a Saturday, Sunday or holiday then the rent shall be due the next regular business day. The tenant has a five-day grace period and it is the sole responsibility of the tenant to pay their rent and utilities at the beginning of each month. The Town will assess a \$25 late fee after the five day grace period. The Town will also assess returned check fees, pursuant to local laws and regulations.

5.4 Tenant Improvements

- 5.41 All tenant improvement requests must be submitted, in writing, when the lease application is submitted to the Town of Florence. The tenant may also submit tenant improvement requests, in writing, after the lease has been accepted by the Town. All tenant improvement requests must be approved by the Town Manager or designee prior to construction.
- 5.42 All tenant improvements which require a building permit must be performed by a licensed commercial contractor and approved by Town staff.
- 5.43 If a building permit is required, the tenant must follow the Town's processes and procedures to obtain a building permit from the Community Development Department.
- 5.44 If a tenant improvement is permanent in nature (e.g. flooring and lighting) and adds value to the leased space, the Town Manager or designee makes the final determination whether the proposed improvements are acceptable prior to the tenant making the improvement.

5.5 Duration and Conclusion of Leases

- 5.51 All leases are for one year with a mutual option for two one-year renewals. The term may be shorter or longer depending on the tenant, potential tenant improvements and preference of the Town.
- 5.52 A lease is terminated when the lease expires, the tenant provides proper notification per the lease or the tenant defaults per the lease agreement.
- 5.53 Any unpaid amount owed to the Town by the tenant requires the Town to follow debt collection procedures. This may include Town staff making collection calls, referring the debt to a collection agency, or requesting the Town Attorney to initiate legal action on the lease agreement.
- 5.54 At the end of the lease, the Town conducts an inspection of the premises and documents any damages. The estimated damage amount is removed from the security deposit. If the estimated damage amount exceeds the security deposit, the Town will charge the tenant for the remaining balance of repairs. Any remaining balance of the security deposit is returned to the tenant 30 days after the lease has expired.
- 5.55 Lease Default
 - 5.551 If the tenant does not perform the types of services as outlined in their business plan, becomes 30 days delinquent on lease payments, or fails to meet the covenants of the lease, the Town declares a landlord lien and begins the eviction process.

5.552 When the Town declares a landlord lien, a certified letter is sent to the tenant informing them of the landlord lien. The Town also enters the premises to post a notice of the landlord lien and lock the leased premises. The tenant will have five business days from the post date of the letter to respond and satisfy the outstanding issues identified. If no action is taken to remedy the cause of termination of the lease, the Town will either sell the merchandise and equipment within the space to satisfy any delinquency or will remove the contents of the space and store the items off-site at the tenant's expense. If a termination occurs, the tenant forgoes any and all rights to the security deposit and the tenant is assessed a \$150 re-key fee.

5.56 Conclusion of Lease

5.561 Tenant improvements constructed by the tenant shall be left in place unless removal is authorized or required by the provisions of the lease. If the lease authorizes or requires removal of improvements, they may be removed prior to the conclusion of the lease if doing so would not damage the leased property or adjoining properties. Removing improvements shall be coordinated with and approved by the Town Manager or designee prior to commencement of activities.

5.562 Unless otherwise agreed to by parties, when the tenant is authorized or required to remove improvements, the tenant shall remove all improvements made on the property by tenant prior to termination of the lease.

5.563 When authorized or required to remove improvements, if tenant fails to do so prior to the termination date of the lease, tenant shall forfeit the improvements to the Town and shall receive no compensation. The Town may require the tenant to pay to the Town the costs incurred by the Town in removing and disposing of the improvements.

5.564 Unless otherwise provided in the lease, or agreed to in writing by the parties, the tenant shall restore the property to the same condition it was in at the time the lease was executed by the tenant.

5.6 Insurance

5.61 The tenant must provide the Town of Florence with a copy of the insurance policy naming the Town, its agents, officers, officials and employees as additional insured. The tenant must have coverage of a least \$1,000,000 of comprehensive public liability (i.e. bodily injury, broad form property damage, personal injury and blanket contractual coverage) and \$1,000,000 per each occurrence. If the tenant's operations require the

use of open flame, tenant will also provide insurance coverage for fire and casualty on the leased premises in an amount sufficient to provide replacement cost of the leased premises. The Town Manager or designee may raise the required amount at his/her discretion depending upon trends in the insurance industry, value of the building and the tenant's business.

5.62 Certificates of Insurance showing the required insurance is in effect and identifying the Town of Florence as an additional insured shall be provided to the Town of Florence initially at the time a lease becomes effective and annually thereafter, and upon every change in insurance provider or insurance coverage.

5.63 All insurance policies must be in effect for the duration of the lease term, or longer if stated in the lease, and the Town must be notified of any changes to policies.

5.7 Hazardous Materials

5.71 The tenant shall not allow hazardous materials to be used or kept on Town property, except as specifically permitted or necessary for the tenant's lawful use and approved of the property.

5.72 The tenant's use of hazardous materials, if permitted, shall comply with all applicable laws and regulations.

5.73 The tenant shall not pollute or contaminate the environment with discharges, leaks, or emissions of hazardous materials.

5.74 The tenant shall be required to promptly notify the appropriate authorities and the Town of any discharge or spill and to clean up the impacted area at tenant's own expense in compliance with applicable laws.

5.75 Tenant shall be fully liable for all damages, costs and expenses related to a violation of the terms of the lease with respect to the use, storage, cleanup, remediation, or disposal of hazardous materials.

5.8 Signage

5.81 The tenant has the right, at its sole risk and expense, to erect and thereafter, to repair or replace, if the tenant so elects, signs on the exterior of the leased property. The tenant must remove any such signs within 15 days after termination of the lease and repair all damage occasioned thereby to the leased premises at the tenant's sole cost and expense.

5.82 Any and all signage erected by the tenant must conform to all applicable laws and ordinances outlined in Town Code Chapter 150, Part 3 (Sign Regulations).

5.83 Tenants will pay a fee of \$75 for an exterior sign on the east side of the Silver King Marketplace at the time of the lease. The signage fee is non-refundable and covers the cost and proper hanging of the sign. The tenant provides the Town with the business name and, if necessary, the services it provides. More extensive signs, such as additional rider shingle signs, may require a higher signage fee, per the discretion of the Town Manager or designee.

5.9 Performance Standards

5.91 All properties leased by the Town are to be maintained in a proper, safe, clean, and orderly fashion taking into consideration its permitted use, surrounding properties, zoning, and other applicable laws and regulations.

5.92 The Town of Florence reserves the right to enter leased property and the structures thereon at all reasonable times. This includes regular annual inspections.

5.93 All commercial structures shall at all times be in compliance with applicable building, fire, mechanical, electrical and other regulations.

5.94 Applicable building code and fire marshal inspections must be performed and certified to the Town upon completion of all renovations, remodels, and/or new construction.

5.95 Easements or rights-of-way on the leased parcel shall not be used in any way that interferes with the rights of the holders or any person(s) lawfully using the easement or right-of-way.

5.96 Easements or rights-of-way outside of the leased parcel and/or immediately adjacent to it shall not be used for storage, parking, or any other unauthorized uses.

5.97 Failure to comply with the performance standards listed in this section or any other provisions or stipulations contained in the lease are grounds for termination of the lease if the tenant does not rectify the problem after reasonable notice by the Town.

6.0 Definitions

6.1 Fair Market Rent: Rental income that a public and private property would most likely command in the open market; indicated by the current rents paid for comparable space.

6.2 Tenant Improvements: Any changes made to the interior of a tenant space within the property to accommodate the individual needs of the leased space,

such as flooring, wall coverings, window coverings, ceilings, partitions, air conditioning, fire protection and security.

6.3 Landlord Lien: Lien placed on a tenant's property for the satisfaction of unpaid rent or property damage.

6.4 Prohibited Uses: Neither the Town nor the tenant shall permit the following uses inside or on the premises of the Silver King Marketplace:

Manufacturing or industrial purposes.

Sale, distribution or display of any drug paraphernalia primarily used in the use or ingestion of illicit drugs.

Any purpose prohibited by law.

A tattoo or piercing parlor.

Any off-track betting club or facility.

Any operation primarily used as a storage facility.

An adult bookstore or facility selling or displaying pornographic books, literature or videotapes.

Church or place of worship, not to include religious bookstores or other ecclesiastical retail goods.

A pawn shop.

A gun shop.

7.0 Supplemental Forms

Standard Lease Agreement

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8f.
MEETING DATE: January 7, 2019 DEPARTMENT: Public Works Department STAFF PRESENTER: Christopher A. Salas, Public Works Director/Town Engineer SUBJECT: Legend Technical Services of Arizona Inc., Contract for potable water quality, wastewater and soil testing services		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <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 checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Authorization to award a contract to Legend Technical Services of Arizona Inc., using the Cooperative Purchase Agreement from the City of Tempe, Contract # WUD15-113-04 (expiration September 18, 2019), for potable water quality, wastewater and soil testing services, to ensure the Town is compliant with current regulations, in an amount not to exceed \$104,118 to start July 1, 2018 and expire June 30, 2020.

BACKGROUND/DISCUSSION:

The Cooperative Purchase Agreement provides for analytical testing of water and wastewater with qualified, licensed laboratories. The City of Tempe’s City Council approved a two-year contract renewal with Legend Technical Services of Arizona, Inc. for potable water quality, wastewater and soil testing services on September 14, 2017. The cooperative contract was extended to September 15, 2019.

Via Bid Tabulation and following the Procurement Policy, Water and Wastewater Division each had a purchase order approved for water testing. In September 2018, Water and Wastewater Divisions were combined to make a Utilities Division. Approval is being sought for the Utilities Division to request one blanket purchase order to cover all of 2018 to the end of Fiscal Year 2020 expenditures.

The expenditures for July 1, 2018 through November 30, 2018 are as follows:

Water Division:	\$ 1,815.00	Remaining Amount for FY 18/19	\$ 6,185.00
Wastewater Division:	<u>\$ 17,700.00</u>	Remaining Amount for FY 18/19	<u>\$ 24,780.00</u>
Total	\$ 19,515.00		\$ 30,965.00

FY 18/19 Request: \$ 49,580.00

FY 19/20 Request: \$ 54,538.00 (added 10% to FY 18/19)

Note that while the samples are taken on a weekly schedule, depending on the results of the lab tests, the Town may be required to send more samples and depending on the number of events, the Town is required to test the Rodeo Well every day it is used for an event.

A VOTE OF NO WOULD MEAN:

Regulatory Non-compliance

A VOTE OF YES WOULD MEAN:

- Compliance met for current regulations
- Discounted testing rates/fees using the Cooperative Purchase vs. vendor costs directly

FINANCIAL IMPACT:

Contract with Legend Technical Services is for the amount of \$104,118 to begin July 1, 2018 and expire June 30, 2020.

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.

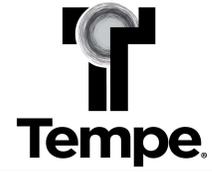
4.12 Purchasing Policy

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:

- City of Tempe Cooperative Contract
- Tempe Contract Extension
- Exhibit 1 - City of Tempe – Contract Award Notice - Original Contract # WUD15-113-04 (original Contract term 9/17/2015-9/18/2017) Council Summary noting the approved two-year contract renewal with Legend Technical Services of Arizona, Inc. for testing services (new Contract term 9/18/2017-9/18/2019)
- FY 18/19 Approved Water Bid Tab
- FY 18/19 Approved Wastewater Bid Tab (only 3 months)
- Cooperative Cover Contract, Town of Florence



Minutes Regular City Council Meeting September 14, 2017

Minutes of the Regular Council Meeting of Thursday, September 14, 2017, held at 6:00 p.m. in the Harry E. Mitchell Government Center, Tempe City Hall, City Council Chambers, 31 E. Fifth Street, Tempe, Arizona.

COUNCILMEMBERS PRESENT:

Mayor Mark W. Mitchell

Councilmember Kolby Granville

Councilmember Lauren Kuby

Vice Mayor Robin Arredondo-Savage

Councilmember Randy Keating

Councilmember Joel Navarro

COUNCILMEMBER ABSENT:

Councilmember David Schapira

STAFF PRESENT:

Andrew Ching, City Manager

Judi Baumann, City Attorney

Brigitta M. Keiper, City Clerk

Various Department Heads or their representatives

Ken Jones, Deputy City Manager – Chief Financial Officer

Steven Methvin, Deputy City Manager – Chief Operating Officer

Michael Greene, Procurement Administrator

Mayor Mitchell called the meeting to order at 6:08 p.m.

1. Councilmember Kuby gave the invocation.
2. Mayor Mitchell led the audience in the **Pledge of Allegiance**.
3. **MINUTES**

A. Approval of City Council Meeting Minutes

Motion by Councilmember Granville to approve agenda items 3A1 – 3A4; second by Councilmember Keating. Motion passed unanimously on a voice vote 6-0, with Councilmember Schapira absent.

1. [Regular City Council Meeting - May 25, 2017, June 8, 2017, June 15, 2017, and July 27, 2017](#)
2. [City Council Work Study Session - May 25, 2017 and June 14, 2017](#)
3. [Special City Council Meeting - May 25, 2017, June 8, 2017, June 29, 2017, and July 27, 2017](#)
4. City Council Executive Session - July 27, 2017 and August 17, 2017

B. Acceptance of Board, Commission and Committee Meeting Minutes

Motion by Councilmember Granville to accept agenda items 3B1 – 3B12; second by Vice Mayor Arredondo-Savage. Motion passed unanimously on a voice vote 6-0, with Councilmember Schapira absent.

1. [Commission on Disability Concerns - June 5, 2017](#)
2. [Development Review Commission - July 25, 2017 and August 8, 2017](#)
3. [Development Review Commission Study Session - July 25, 2017 and August 8, 2017](#)
4. [Tempe Family Justice Commission - July 18, 2017](#)

5. [Hearing Officer - August 1, 2017 and August 15, 2017](#)
6. [Tempe Historic Preservation Commission - May 9, 2017](#)
7. [Tempe History Museum and Library Advisory Board Minutes - June 7, 2017](#)
8. [Neighborhood Advisory Commission - June 7, 2017](#)
9. [Parks, Recreation, Golf, and Double Butte Cemetery Advisory Board - June 21, 2017](#)
10. [Tempe Police Safety Personnel Retirement System Board - August 3, 2017](#)
11. [Tempe Sustainability Commission - June 19, 2017](#)
12. [Tempe Veterans Commission - June 21, 2017](#)

4. REPORTS AND ANNOUNCEMENTS

A. Mayor's Reports and Announcements

1. *Special Achievement Award in Geographical Information Systems (GIS)*

Mayor Mitchell announced that Esri awarded the City of Tempe with a Special Achievement Award in GIS, in recognition of innovative uses of GIS to make communities stronger and more efficient; Tempe was one of 180 organizations to receive an award. Mayor Mitchell recognized the GIS Team members: Internal Services Director Renie Broderick, Deputy Internal Services Director – Information Technology Dave Heck, Enterprise GIS Manager Stephanie Dietrick, and Enterprise GIS Administrators Seth Lewis and William Mancini.

2. *Tempe Board and Commission Vacancies and Appointments*

Mayor Mitchell announced that Board and Commission appointments are listed under item 5A1.

B. City Manager's Reports and Announcements

Andrew Ching, City Manager, congratulated the GIS Team on their Special Achievement Award and noted that the investment of time and resources into the GIS area has been successful.

5. CONSENT AGENDA

All items listed on the Consent Agenda will be considered as a group and will be enacted with one motion by the City Council unless an item is removed for separate consideration. Members of the public may remove public hearing items for separate consideration. Public hearing items are designated by an asterisk (*). Councilmembers may remove any item for separate consideration.

Motion by Vice Mayor Arredondo-Savage to approve the consent agenda with the exception of items 5B1, 5C1, and 5C16 through 5C21, which were removed for separate consideration, and item 5C6 which was deleted from the agenda at the request of staff; second by Councilmember Navarro. Motion passed unanimously on a roll call vote 6-0, with Councilmember Schapira absent.

A. Miscellaneous Items

5A1. [Approved appointments to the City of Tempe Technical Code Advisory Board of Appeals.](#)

Fiscal Impact: N/A

Technical Code Advisory Board of Appeals
John Brunia (Partial Term) (Mechanical Contractor)

Term Expires 12/31/2017
Appointed

Michael Raissen (Partial Term) (Electrical Contractor)

Term Expires 12/31/2019
Appointed

5A2. [Approved the June 2017 Report of Claims Paid to be filed for audit.](#)

Fiscal Impact: Total payments in June: \$25,301,386.88

- 5A3. [Approved the July 2017 Report of Claims Paid to be filed for audit.](#)

Fiscal Impact: Total payments in July: \$17,810,190.37

- 5A4. [Approved an Amended Subdivision Plat for BROADSTONE LAKESIDE, located at 500 West 1st Street. The applicant is Superior Survey Services, Inc.](#)

Fiscal Impact: There is no fiscal impact on City funds.

- 5A5. [Approved a Final Subdivision Plat for THE ROOSEVELT, located at 233 South Roosevelt Street. The applicant is The Roosevelt LLC.](#)

Fiscal Impact: There is no fiscal impact on City funds.

- *5A6. [Held a public hearing and recommended the approval of a series 12 restaurant liquor license for Poke2u LLC, dba Poke2u, 414 South Mill Avenue #114.](#)

Fiscal Impact: N/A

- *5A7. [Held a public hearing and recommended the approval of a series 06 bar liquor license for Peachtree Hospitality Management LLC, dba Aloft Tempe, 951 East Playa Del Norte Drive.](#)

Fiscal Impact: N/A

- *5A8. [Held a public hearing and recommended the approval of a series 06 bar liquor license for Cloverdale Entertainment LLC, dba Lucky Break, 1807 East Baseline Road #101.](#)

Fiscal Impact: N/A

- *5A9. [Held a public hearing and recommended the approval of a series 12 restaurant liquor license for Quartiere LLC, dba Quartiere, 2700 South Mill Avenue.](#)

Fiscal Impact: N/A

- 5A10. [Approved a one-year membership renewal with the Arizona Municipal Water Users Association.](#)

Fiscal Impact: Total cost of one-year membership renewal will not exceed \$115,400. Sufficient funds have been appropriated in the Water/Wastewater fund – cost center 3002 (Water Administration) for the anticipated expenditures.

B. Award of Bids/Contracts

- 5B1. [THIS ITEM WAS REMOVED FOR SEPARATE CONSIDERATION. SEE BELOW FOR DISCUSSION AND ACTION.](#) [Award a contract to VENN Construction for the renovation of the Police Department's indoor firing range.](#)

- 5B2. [Awarded a two-year contract with three, one-year renewal options to Universal Police Supply and GMS Tactical, LLC for the furnishing of ballistic vests, carriers and trauma plates for the Police Department. \(Contract #2017-194\)](#)

Fiscal Impact: The total combined cost of these contracts shall not exceed \$240,000 over the two-year contract period. Sufficient funds have been appropriated in the General Fund, cost center 2251 (Professional Development Bureau) for the anticipated expenditures in the current fiscal year.

- 5B3. [Approved the utilization of a two-year State of Arizona contract with CenturyLink, Inc. for local and long-distance telephone and data services.](#)
- Fiscal Impact:** Total cost of the two-year contract will not exceed \$850,000. Sufficient funds have been appropriated in General Fund cost center 1991 (IT Administration), Highway User Revenue Fund cost centers 3821 (Transportation Administration) and 3825 (Signal System), and Transit Special Revenue Fund cost center 3914 (Transit Operations) for the anticipated expenditures.
- 5B4. [Approved the utilization of a two-year State of Arizona contract with Titan Power, Inc. for the purchase of uninterrupted power supply equipment, services and maintenance utilized throughout the City.](#)
- Fiscal Impact:** Total cost of the two-year contract will not exceed \$600,000. Sufficient funds have been appropriated in various funds and cost centers for the anticipated expenditures.
- 5B5. [Awarded a professional services contract addendum to Burgess & Niple, Inc., for the feed system, valve, switch and storm drain improvements at the Johnny G. Martinez Water Treatment Plant located at 255 East Marigold Lane. \(Contract #2015-68 ADD 5\)](#)
- Fiscal Impact:** The professional services contract addendum is \$66,541. The original contract amount was \$67,799 for a total of \$134,340. Funds to cover this contract and related costs are appropriated for fiscal year 2017/18 in the Capital Improvement Project No. 3207442, Water Treatment Plant Asset Maintenance & Upgrades.
- 5B6. [Awarded Job Order No. 5 to PCL Construction, Inc., for Work Area 3 of the Sanitary Sewer Collection System Rehabilitation program throughout the City. \(Contract #2015-241 JO 5\)](#)
- Fiscal Impact:** The Job Order No. 5 amount is \$178,910.87 and the project contingency amount is \$17,900. Funds to cover this contract and related costs are appropriated for fiscal year 2017/18 in the Capital Improvement Project No. 3207101D, Wastewater Collection System Upgrades and Improvements.
- 5B7. [Awarded a professional services contract to Brown and Caldwell, Inc., for the Sewage Collection System Assessment – Phase 3 project taking place city-wide. \(Contract #2017-195\)](#)
- Fiscal Impact:** The professional services contract amount is \$699,388. Funds to cover this contract and related costs are appropriated for fiscal year 2017/18 in Capital Improvement Project No. 3207101, Wastewater Collection System Upgrades and Improvements.
- 5B8. [Awarded Job Order No. 8 to Builder's Guild, Inc., for Administration Building and Disinfection Building HVAC system improvements at South Tempe Water Treatment Plant located at 6600 South Price Road. \(Contract #2015-42 JO 8\)](#)
- Fiscal Impact:** The Job Order No. 8 amount is \$225,111.35 and the project contingency amount is \$22,500. Funds to cover this contract and related costs are appropriated for fiscal year 2017/18 in the Capital Improvement Project No. 3205911A, Water Utility Buildings Asset Management.
- 5B9. [Awarded a construction contract to Visus Engineering Construction, Inc., for the multi-use path, Indian Bend Wash drainage mitigation project located at 1302 North Miller Drive. \(Contract #2017-196\)](#)

Fiscal Impact: The construction contract amount is \$131,000 and the project contingency amount is \$13,100. Funds to cover this contract and related costs are appropriated for fiscal year 2017/18 in the Capital Improvement Project No.6005249, Pathway Capital Maintenance.

- 5B10. [Awarded a one-year contract, with four optional one-year renewals with Provata Health to provide a Wellness Program for City employees. \(Contract #2017-197\)](#)

Fiscal Impact: The total cost of this contract will not exceed \$200,000 during the one-year contract period which is a 20% cost reduction from the previous vendor. Sufficient funds are budgeted in the Health Fund – cost center 4167 (Employees) – for the anticipated expenditures in the current fiscal year.

- 5B11. [Approved two-year contract renewals with SGS Accutest Laboratories, Aquatic Consulting and Testing, Inc., Eurofins Eaton Analytical, Inc., Legend Technical Services of Arizona, Inc., TestAmerica Laboratories, Inc., and Xenco Laboratories for potable water quality, wastewater, and soil testing services.](#)

Fiscal Impact: Total combined cost for these contracts will not exceed \$650,000 during the two-year period. Sufficient funds have been appropriated in the Water/Wastewater Fund – cost center 3041 (Environmental – Laboratory) for the anticipated expenditures.

- 5B12. [Authorized the City Manager to execute the 2017-2018 Greater Phoenix Economic Council contract for regional marketing and business attraction services. \(Contract #2017-198\)](#)

Fiscal Impact: Sufficient funding in the amount of \$77,644 for the Greater Phoenix Economic Council (GPEC) contract has been appropriated in General Fund cost center 1221 (Economic Development), account 7009.

C. Resolutions

- 5C1. [**THIS ITEM WAS REMOVED FOR SEPARATE CONSIDERATION. SEE BELOW FOR DISCUSSION AND ACTION.** Adopt a resolution authorizing the Chief of Police or designee\(s\), to execute an Agreement between Arizona Mills Mall LLC and the Tempe Police Department for dedicated and specific police services at Arizona Mills Mall. \(Resolution No. R2017.88\)](#)

- 5C2. [Adopted **RESOLUTION NO. R2017.89** authorizing the Mayor to execute an intergovernmental agreement between Fort McDowell Yavapai Nation and the City of Tempe for the purpose of accepting and disbursing a portion of Fort McDowell Yavapai Nation's 12% gaming proceeds for 2017 for interactive educational equipment at the Tempe History Museum. \(Contract #2017-200\)](#)

Fiscal Impact: The City of Tempe will receive a one-time grant of \$9,750 for a touchscreen interactive kiosk that enhances traditional history and culture displays with digital technology at Tempe History Museum. Sufficient budget appropriation for expenditure of this grant was authorized in the Governmental Grants Fund (Fund 46) as part of the fiscal year 2017-18 adopted budget. Once approved, the funding will be deposited into cost center 1246.

- 5C3. [Adopted **RESOLUTION NO. R2017.98** to accept and pass through potential grant funds from the Gila River Indian Community to City of Tempe programs.](#)

Fiscal Impact: The Gila River Indian Community Grants Review Committee is recommending three City of Tempe programs receive grant awards from the Gila River Indian Community's State Shared Revenue program. City of Tempe programs could

receive up to \$57,000, contingent upon Gila River Indian Community Council approval of the Gila River Indian Community Grants Review Committee recommendation. Sufficient budget appropriation for expenditure of this potential grant was authorized in the Governmental Grants Fund (Fund 46) as part of the fiscal year 2017-18 adopted budget. Once approved, the funding will be deposited into cost center 1241.

- 5C4. [Adopted RESOLUTION NO. R2017.99 to accept potential grant funds from the Gila River Indian Community to Friends of Public Radio Arizona's Sun Sounds of Arizona program.](#)

Fiscal Impact: The Gila River Indian Community Grants Review Committee is recommending Friends of Public Radio Arizona receive a grant award from the Gila River Indian Community's State Shared Revenue program. City of Tempe will serve as a pass through for \$15,000, contingent upon Gila River Indian Community Council approval of the Gila River Indian Community Grants Review Committee recommendation. Sufficient budget appropriation for expenditure of this potential grant was authorized in the Governmental Grants Fund (Fund 46) as part of the fiscal year 2017-18 adopted budget. Once approved and the award is received, the funding will be deposited into cost center 1241 prior to being passed through to Friends of Public Radio Arizona.

- 5C5. [Adopted RESOLUTION NO. R2017.96 approving revisions to the procedures for the naming of city facilities.](#)

Fiscal Impact: N/A

- 5C6. [**THIS ITEM WAS DELETED FROM THE AGENDA, AT THE REQUEST OF STAFF.**](#)
~~[Adopt a resolution approving the Hayden Butte Preserve Management Plan. \(Resolution No. R2017.97\)](#)~~

- 5C7. [Adopted RESOLUTION NO. R2017.93 authorizing the Mayor to sign Amendment Three to an Intergovernmental Agreement with the Arizona Board of Regents, for and on behalf of Arizona State University to provide funding for existing urban and neighborhood circulator services. \(Contract #2014-196C\)](#)

Fiscal Impact: Arizona State University (ASU) will contribute a total of \$939,149 to the operation of urban (FLASH) and neighborhood circulator bus services (Orbit) in fiscal year 2017-18. ASU is fully funding the FLASH system at the net operating cost of \$788,826 and contributing \$150,323 to the total net operating cost of the Orbit Mars.

- 5C8. [Adopted RESOLUTION NO. R2017.92 authorizing the Mayor to sign an Intergovernmental Agreement with the Regional Public Transportation Authority for the lease of the East Valley Bus Operations and Maintenance Facility. \(Contract #2017-201\)](#)

Fiscal Impact: The Regional Public Transportation Authority (RPTA) will pay Tempe an estimated \$5,460,489 in fiscal year 2017-18 which is RPTA's prorated share of facility maintenance, security and utility costs as well as the cost of natural gas, diesel and unleaded fuel.

- 5C9. [Adopted RESOLUTION NO. R2017.95 authorizing the Mayor to sign an Intergovernmental Agreement with the City of Phoenix for Federal Transit Administration pass through grant funds for improvements to the East Valley Bus Operations and Maintenance Facility. \(Contract #2017-202\)](#)

Fiscal Impact: The federal and local match funds are appropriated in the Capital Improvement Program (CIP) fiscal year 2017/18 budget. The federal grant is \$472,035 with a local match requirement of \$118,009 for a total of \$590,044, EVBOM - Facility Asset Maintenance (East Valley Bus Ops/Maint Facility), CIP #6006089.

- 5C10. [Adopted RESOLUTION NO. R2017.94 authorizing the Mayor to sign an Intergovernmental Agreement with the City of Phoenix for the purchase of transit fare media. \(Contract #2017-203\)](#)

Fiscal Impact: Total cost not to exceed \$275,000 annually. Sufficient funds have been appropriated in the Transit Fund - cost center 3915 (Transportation Center) for the anticipated expenditures in the current fiscal year.

- 5C11. [Adopted RESOLUTION NO. R2017.100 amending the City Code Appendix A – Schedule of Fees and Charges, Chapter 29, Streets and Sidewalks, to reflect an adjustment to the seal coat fee dimension from per square foot to per square yard to be comparable to the fee charged by other Arizona cities.](#)

Fiscal Impact: N/A

- 5C12. [Adopted RESOLUTION NO. R2017.101 to waive the accompanying Development Plan Review application and related Zoning Fees associated with the Voluntary Downzoning Program.](#)

Fiscal Impact: Community Development will cover the cost of public hearing notices, consisting of hearing signs and public notices (mailing), estimated at up to \$600 per application (ex: 12 applications totaling up to \$7,200). The standard fees will be waived for a “Zoning Map Amendment” in the amount of \$2,528, plus \$129 per net acre, based on the number of applicants.

- 5C13. [Adopted RESOLUTION NO. R2017.102 approving receipt and expenditure of a grant from the Arizona State University Office of Entrepreneurship and Innovation to provide funding for Arts Entrepreneurship Programming at the Business Resource and Innovation Center at the Tempe Public Library and Tempe History Museum.](#)

Fiscal Impact: The amount of the grant award is \$5,000. Acceptance of this grant does not require any matching City funds. Sufficient budget appropriation for expenditure of this grant is authorized in the Governmental Grants (Fund 46) as part of the fiscal year 2017-18 adopted budget.

- 5C14. [Adopted RESOLUTION NO. R2017.112 to accept a donation from the Jerry W. Brock Foundation and authorize the use of this donation.](#)

Fiscal Impact: The total amount of the donation is \$30,000, of which \$20,000 is designated to CARE 7 and \$10,000 to the Preschool Resource Expansion (PRE) program. Sufficient budget appropriation for expenditure of this donation is authorized in the Restricted Revenue and Donations Fund (Fund 44) as part of the fiscal year 2017-18 adopted budget.

- 5C15. [Adopted RESOLUTION NO. R2017.103 authorizing the Mayor to execute the Second Amendment to the First Amended and Restated Lease and Agreement to Develop and Operate an Urban Agricultural-Garden Facility between the City of Tempe and Singh Organic Soils, LLC. \(Contract #2014-88B\)](#)

Fiscal Impact: This amendment would allow for the waiver of fees to the extent those fees further the original goals of the project (including amendments) and provide benefit to the residents of the City and area. Use permits, for example, for retail and entertainment are \$1,291 each.

- 5C16. [THIS ITEM WAS REMOVED FOR SEPARATE CONSIDERATION. SEE BELOW FOR DISCUSSION AND ACTION.](#) Adopt a resolution to partially waive a requirement of Tempe City Code Chapter 10, Section 10-25(b), which mandates a third HD channel for Cox Communications Arizona, LLC. (Resolution No. R2017.104)
- 5C17. [THIS ITEM WAS REMOVED FOR SEPARATE CONSIDERATION. SEE BELOW FOR DISCUSSION AND ACTION.](#) Adopt a resolution waiving a requirement of Tempe City Code Chapter 10, Sections 10-37(a), 10-37(b), 10-37(c) and 10-37(d) regarding mandatory buildout requirements for Cox Communications Arizona, LLC. (Resolution No. R2017.105)
- 5C18. [THIS ITEM WAS REMOVED FOR SEPARATE CONSIDERATION. SEE BELOW FOR DISCUSSION AND ACTION.](#) Adopt a resolution to partially waive a requirement of Tempe City Code Chapter 10, Section 10-51(a) regarding restoration of damaged property for Cox Communications Arizona, LLC. (Resolution No. R2017.106)
- 5C19. [THIS ITEM WAS REMOVED FOR SEPARATE CONSIDERATION. SEE BELOW FOR DISCUSSION AND ACTION.](#) Adopt a resolution partially waiving a requirement of Tempe City Code Chapter 10, Section 10-57(a) regarding local enforcement of customer service standards for Cox Communications Arizona, LLC. (Resolution No. R2017.107)
- 5C20. [THIS ITEM WAS REMOVED FOR SEPARATE CONSIDERATION. SEE BELOW FOR DISCUSSION AND ACTION.](#) Adopt a resolution to partially waive a requirement of Tempe City Code Chapter 10, Section 10-72(a)(1) regarding indemnification on a claim to the extent caused by gross negligence or willful misconduct by the City for Cox Communications Arizona, LLC. (Resolution No. R2017.108)
- 5C21. [THIS ITEM WAS REMOVED FOR SEPARATE CONSIDERATION. SEE BELOW FOR DISCUSSION AND ACTION.](#) Adopt a resolution to waive a requirement of Tempe City Code Chapter 10, Section 10-72(b)(4) regarding the thirty days' notice for Cox Communications Arizona, LLC. (Resolution No. R2017.110)

CONSENT AGENDA ITEMS REMOVED FOR SEPARATE CONSIDERATION:

- 5B1. **Contract to VENN Construction for the renovation of the Police Department's indoor firing range.**

Michael Greene, Procurement Administrator, provided background information on the recommendation to award a contract to VENN Construction for the renovation of the Police Department's indoor firing range. A Request for Proposals (RFP) was issued, three companies submitted proposals, and a lengthy evaluation process was conducted. One of the responding companies, Paragon Tactical, filed a protest. City Staff reviewed the protest and determined that the recommendation to City Council to award the contract to VENN Construction is sound with no violations of the City's Procurement Ordinance.

Jason Ebe, Snell & Wilmer LLP, representing Paragon Tactical, Inc., stated that Paragon was one of three respondents to the RFP for a \$220,000 budgeted renovation of the Police indoor firing range. Mr. Ebe explained that Paragon believes that City staff's recommendation did not comply with the RFP documents or the Procurement Ordinance, based on the following reasons:

- 1) VENN Construction originally submitted a proposal as RJM Construction, but they changed their name during the evaluation process; therefore, RJM should be considered non-responsive.
- 2) Any request for best and final offers need to be distributed to all proposers; best and final offer requests were only submitted to RJM or VENN, not to Paragon Tactical.

Mr. Ebe stated that per the Procurement Ordinance, the Procurement Officer must issue a written decision on the protest; the decision could be appealed to the Procurement Administrator and Internal Services Director with a hearing. He recommended awarding the contract to Paragon, or rejecting the proposals and resoliciting new responses, in accordance with the RFP process and Procurement Ordinance.

In response to an inquiry, Mr. Greene stated that VENN Construction submitted the proposal under the name of RJM Construction; the legal entity is Monrad Veldman Construction, formed in 2015 with the trade name of RJM Construction. The legal entity was established at the time of the submittal. During the best and final offer process, staff learned that the trade name was changed to VENN Construction. In response to staff's request for clarification, the vendor explained that they had purchased the assets from RJM Construction of Arizona and formed a new company in 2015, well before the RFP was issued. Staff agreed that VENN Construction is the same entity that submitted the proposal.

Mr. Greene explained that a final decision has not been made on the protest; the City has 10 business days to respond and the protest will be reviewed in detail. Based on a preliminary review, staff is confident that Paragon's concerns are non-issues in the process. The Procurement Ordinance specifically allows for multiple best and final offers, if needed, and the evaluation committee is permitted to remove companies from the evaluation process. Paragon Tactical was afforded the opportunity to submit a final proposal revision in the best and final offer process. The evaluation committee re-scored the offers and decided to remove Paragon from the evaluation process; the City was not obligated to continue moving Paragon forward through the process.

In response to inquiries, Mr. Greene offered to hold a debrief meeting with Mr. Ebe and his client following award of the contract. He noted that the RFP file remains confidential until a contract is awarded.

Motion by Councilmember Navarro to approve agenda item 5B1; second by Councilmember Keating. Motion passed unanimously on a roll call vote 6-0, with Councilmember Schapira absent.

- 5B1.** Awarded a contract to VENN Construction for the renovation of the Police Department's indoor firing range. **(Contract #2017-193)**

Fiscal Impact: The total cost of this contract shall not exceed \$220,000. Sufficient funds have been appropriated in Police Grants & Restricted Revenue Fund cost center 222 (RICO – State Pass Through County) for the anticipated expenditures in the current fiscal year.

-
- 5C1. Resolution authorizing the Chief of Police or designee(s), to execute an Agreement between Arizona Mills Mall LLC and the Tempe Police Department for dedicated and specific police services at Arizona Mills Mall.**

Councilmember Granville voiced opposition to agenda item 5C1 due to his reasons previously cited on this issue. He noted that he has discussed his concerns with the Police Chief.

Motion by Councilmember Kuby to approve agenda item 5C1; second by Vice Mayor Arredondo-Savage. Motion passed on a roll call vote 5-1, with Councilmember Granville voting no and Councilmember Schapira absent.

- 5C1.** Adopted **RESOLUTION NO. R2017.88** authorizing the Chief of Police or designee(s), to execute an Agreement between Arizona Mills Mall LLC and the Tempe Police Department for dedicated and specific police services at Arizona Mills Mall. **(Contract #2017-199)**

Fiscal Impact: The amount of the total reimbursement from Arizona Mills Mall LLC is \$119,677.49. Sufficient funds have been appropriated in the Police Department's General Fund (Cost Center 2272) as part of the fiscal year 2017-18 adopted budget.

- 5C16. Resolution to partially waive a requirement of Tempe City Code Chapter 10, Section 10-25(b), which mandates a third HD channel for Cox Communications Arizona, LLC.
- 5C17. Resolution waiving a requirement of Tempe City Code Chapter 10, Sections 10-37(a), 10-37(b), 10-37(c) and 10-37(d) regarding mandatory buildout requirements for Cox Communications Arizona, LLC.
- 5C18. Resolution to partially waive a requirement of Tempe City Code Chapter 10, Section 10-51(a) regarding restoration of damaged property for Cox Communications Arizona, LLC.
- 5C19. Resolution partially waiving a requirement of Tempe City Code Chapter 10, Section 10-57(a) regarding local enforcement of customer service standards for Cox Communications Arizona, LLC.
- 5C20. Resolution to partially waive a requirement of Tempe City Code Chapter 10, Section 10-72(a)(1) regarding indemnification on a claim to the extent caused by gross negligence or willful misconduct by the City for Cox Communications Arizona, LLC.

Resolution to waive a requirement of Tempe City Code Chapter 10, Section 10-72(b)(4) regarding the thirty days' notice for Cox Communications Arizona, LLC.

Councilmember Granville noted that agenda items 5C16 through 5C21 are all related to a Cable License Agreement between the City and Cox Communications Arizona, LLC (Cox). He spoke in opposition to these resolutions due to concerns that Cox has essentially acquired the monopoly rights to cable services in Tempe, and related accountability issues. Councilmember Granville stated that instead of providing individual waivers or contracts to Cox, a discussion is needed concerning how the City reviews and monitors the expectations of a monopoly related to quality of service, speed of service, price, and the ability to allow others into the market. He expressed concern that another 10 years would pass before these discussions could be reopened, as the last Cable License Agreement was voted on in 2007.

In response to an inquiry, Judi Baumann, City Attorney, stated that Cox is requesting that the City Council waive certain Tempe City Code requirements. The requested waivers are consistent with the 2007 Cable License Agreement between Cox and the City, and are consistent with what the City would offer other cable service providers. Changes in technology and State law over the last ten years have prompted related changes in the Tempe City Code; the waivers are needed to comply with recent changes in the Arizona Revised Statutes and State Code.

Councilmember Kuby noted that the purpose of these waivers is not to lessen the oversight of monopolies, but to adjust City Code provisions to align with State law. The mandatory buildout requirements for residential and commercial customers were approved after Cox infrastructure was already built out in Tempe. Cox remains subject to enforcement of all applicable Federal regulations. Adopting these resolutions will codify the waivers as they already exist for everyone.

Motion by Vice Mayor Arredondo-Savage to approve agenda items 5C16 through 5C21; second by Councilmember Keating. Motion passed on a roll call vote 5-1, with Councilmember Granville voting no and Councilmember Schapira absent.

- 5C16. Adopted **RESOLUTION NO. R2017.104** to partially waive a requirement of Tempe City Code Chapter 10, Section 10-25(b), which mandates a third HD channel for Cox Communications Arizona, LLC.

Fiscal Impact: No fiscal impact for the City of Tempe.

- 5C17.** Adopted **RESOLUTION NO. R2017.105** waiving a requirement of Tempe City Code Chapter 10, Sections 10-37(a), 10-37(b), 10-37(c) and 10-37(d) regarding mandatory buildout requirements for Cox Communications Arizona, LLC.

Fiscal Impact: No fiscal impact for the City of Tempe.

- 5C18.** Adopted **RESOLUTION NO. R2017.106** to partially waive a requirement of Tempe City Code Chapter 10, Section 10-51(a) regarding restoration of damaged property for Cox Communications Arizona, LLC.

Fiscal Impact: No fiscal impact for the City of Tempe.

- 5C19.** Adopted **RESOLUTION NO. R2017.107** partially waiving a requirement of Tempe City Code Chapter 10, Section 10-57(a) regarding local enforcement of customer service standards for Cox Communications Arizona, LLC.

Fiscal Impact: No fiscal impact for the City of Tempe.

- 5C20.** Adopted **RESOLUTION NO. R2017.108** to partially waive a requirement of Tempe City Code Chapter 10, Section 10-72(a)(1) regarding indemnification on a claim to the extent caused by gross negligence or willful misconduct by the City for Cox Communications Arizona, LLC.

Fiscal Impact: No fiscal impact for the City of Tempe.

- 5C21.** Adopted **RESOLUTION NO. R2017.110** to waive a requirement of Tempe City Code Chapter 10, Section 10-72(b)(4) regarding the thirty days' notice for Cox Communications Arizona, LLC.

Fiscal Impact: No fiscal impact for the City of Tempe.

6. NON-CONSENT AGENDA

All items listed on the Non-Consent Agenda will be considered separately. Agenda items scheduled for Introduction and First Public Hearing will be heard, but will not be voted upon at this meeting. Agenda items scheduled for Second Public Hearing and Final Adoption will be voted upon tonight.

A. Miscellaneous Items/Bids/Contracts/Resolutions

- 6A1. Resolution authorizing the Mayor to sign Amendment One to an Intergovernmental Agreement with the Regional Public Transportation Authority for the purchase and supply of transit services.**

There was no discussion on agenda item 6A1.

Motion by Councilmember Kuby to approve agenda item 6A1; second by Vice Mayor Arredondo-Savage. Motion passed unanimously on a roll call vote 6-0, with Councilmember Schapira absent.

- 6A1. [Adopted RESOLUTION NO. R2017.91 authorizing the Mayor to sign Amendment One to an Intergovernmental Agreement with the Regional Public Transportation Authority for the purchase and supply of transit services. \(Contract #2017-47A\)](#)

Fiscal Impact: The gross cost is \$27,835,451 funded with the following applied revenue sources: Tempe Transit Tax: \$17,024,255. Fare revenue: \$4,014,599. Federal preventive maintenance: \$2,045,840. Proposition 400 funds: \$4,750,757. Sufficient funding for this Agreement has been appropriated in the Transit Fund (cost center 3914) as part of the fiscal year 2017-2018 adopted budget.

- 6A2. **Resolution authorizing the Mayor to sign Operations Funding Agreement Number 10 with Valley Metro Rail, Inc. for light rail transit services for fiscal year 2017-2018.**

There was no discussion on agenda item 6A2.

Motion by Councilmember Granville to approve agenda item 6A2; second by Councilmember Keating. Motion passed unanimously on a roll call vote 6-0, with Councilmember Schapira absent.

- 6A2. [Adopted RESOLUTION NO. R2017.90 authorizing the Mayor to sign Operations Funding Agreement Number 10 with Valley Metro Rail, Inc. for light rail transit services for fiscal year 2017-2018. \(Contract #2017-204\)](#)

Fiscal Impact: The gross cost is \$10,820,000 funded with the following applied revenue sources: Transit Tax: \$7,295,000. Fare revenue: \$3,036,000. Federal preventive maintenance funds: \$291,000. Advertising revenue: \$198,000. Sufficient funding for this Agreement has been appropriated in the Transit Fund (cost center 3921) as part of the adopted fiscal year 2017-2018 budget.

- 6A3. **Resolution to partially waive a requirement of Tempe City Code Chapter 10, Section 10-72(a)(1)(c) regarding an indemnity obligation for Cox Communications Arizona, LLC.**

There was no discussion on agenda item 6A3.

Motion by Councilmember Kuby to deny agenda item 6A3; second by Councilmember Keating. Motion passed unanimously on a roll call vote 6-0, with Councilmember Schapira absent.

- 6A3. [Denied/did not adopt RESOLUTION NO. R2017.109 to partially waive a requirement of Tempe City Code Chapter 10, Section 10-72\(a\)\(1\)\(c\) regarding an indemnity obligation for Cox Communications Arizona, LLC.](#)

Fiscal Impact: No fiscal impact for the City of Tempe.

B. Ordinances and Items for Introduction and First Hearing

- *6B1. Ordinance authorizing the abandonment of a portion of a 17' irrigation and public utility easement located in a subdivision, south of Warner Road and west of Price Road.**

Mayor Mitchell introduced the ordinance and opened the public hearing. There was no discussion or public comment on agenda item 6B1. The public hearing was closed.

- *6B1. [Introduced and held the first public hearing to adopt an ordinance authorizing the abandonment of a portion of a 17' irrigation and public utility easement located in a subdivision, south of Warner Road and west of Price Road. The second and final public hearing was scheduled for September 28, 2017. \(Ordinance No. O2017.44\)](#)**

Fiscal Impact: N/A

- *6B2. Ordinance authorizing the abandonment of a portion of a Sewer Line Easement, located at the northwest corner of University Drive and Rural Road.**

Mayor Mitchell introduced the ordinance and opened the public hearing. There was no discussion or public comment on agenda item 6B2. The public hearing was closed.

- *6B2. [Introduced and held the first public hearing to adopt an ordinance authorizing the abandonment of a portion of a Sewer Line Easement, located at the northwest corner of University Drive and Rural Road. The second and final public hearing was scheduled for September 28, 2017. \(Ordinance No. O2017.45\)](#)**

Fiscal Impact: N/A

- *6B3. Ordinance authorizing the lease agreement between the City of Tempe and Tempe Community Action Agency for the lease of space for the Escalante and Clark Park community gardens.**

Mayor Mitchell introduced the ordinance and opened the public hearing. There was no discussion or public comment on agenda item 6B3. The public hearing was closed.

- *6B3. [Introduced and held the first public hearing to adopt an ordinance authorizing the lease agreement between the City of Tempe and Tempe Community Action Agency for the lease of space for the Escalante and Clark Park community gardens. The second and final public hearing was scheduled for September 28, 2017. \(Ordinance No. O2017.46\)](#)**

Fiscal Impact: The agreement requires a monthly payment of \$1 from Tempe Community Action Agency to the City.

C. Ordinances and Items for Second Hearing and Final Adoption

- *6C1. Ordinance authorizing the granting of a power distribution easement to Salt River Project Agricultural Improvement and Power District.**

Mayor Mitchell opened the public hearing. There was no discussion or public comment on agenda item 6C1. Mayor Mitchell closed the public hearing.

Motion by Councilmember Keating to approve agenda item 6C1; second by Councilmember Navarro. Motion passed unanimously on a roll call vote 6-0, with Councilmember Schapira absent.

- *6C1. [Held the second and final public hearing and adopted **ORDINANCE NO. O2017.43** authorizing the granting of a power distribution easement to Salt River Project Agricultural Improvement and Power District over certain City-owned land located north of McKellips Road and west of Scottsdale Road, and authorizing the Mayor or his designee to execute an easement agreement and related documents. \(**Contract #2017-205**\)](#)**

Fiscal Impact: N/A

7. CURRENT EVENTS/COUNCIL ANNOUNCEMENTS/FUTURE AGENDA ITEMS

Vice Mayor Arredondo-Savage

Saturday, September 16 – College Connect fair, Tempe Public Library.
Wished happy birthday to her mother.

Councilmember Navarro

Attended a National League of Cities International Forum of Smart Cities in China, and the First Mayors Roundtable. Recognized Tempe's efforts to enhance the City through technology and smart solutions.

Councilmember Kuby

Attended the Healing Field ceremonies on Monday, September 11. Read a poem by Mike Scheid, a disability activist, dedicated to the victims of the September 11, 2001 attacks.

Mayor Mitchell left the meeting at 6:47 p.m.

8. PUBLIC APPEARANCES

- A. Scheduled – None.**

- B. Unscheduled**

Katherine Roxlo, Phoenix resident, expressed appreciation to the City for contributing to the quality of life in the community. She also expressed appreciation to Councilmember Granville for his service, and encouraging civic engagement.

Omer Guvener, Glendale resident, thanked Councilmember Granville for his service as a lecturer and participant in events held by the Foundation for Intercultural Dialogue, a non-profit organization in Tempe.

The meeting adjourned at 6:52 p.m.

I, Brigitta M. Kuiper, the duly-appointed City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby certify the above to be the minutes of the Regular City Council meeting of September 14, 2017, by the Tempe City Council, Tempe, Arizona.

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

Contract Renewal Notice

Contract Number WUD15-113-04
Contract Description Water and Wastewater Laboratory Services

Date 06/08/2017

67937

Legend Technical Services of Az

Brian Merritt
17631 N. 25th Ave
Phoenix Az 85023

Renewal Information

Beginning 09/17/2017

Ending 09/15/2018 *18* *19*

Renewal 1 of 4

Contract Renewal Information

The above referenced contract is requested to be renewed under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified, and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach price increase justification documentation. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. All contract renewals with an annual value of \$50,000 or more must be prior approved by City Council.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Legend Technical Services of Az certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Procurement Officer Stephen Helvie 480.350.8617 stephen_helvie@tempe.gov
Procurement Specialist Patricia Acosta 480.350.8618 patricia_acosta@tempe.gov

To Be Completed and Signed By Legend Technical Services of Az

Contractor's Name **Legend Technical Services of Az**

Contractor's Mailing Address **17631 N. 25th Ave Phoenix Az 85023**

Printed name of person signing Brian Messitt

Phone Number (602) 324-6129

email Address bmessitt@legend-group.com

Contractor's Authorized Signature Brian Messitt

City of Tempe Contract Renewal Acceptance

Shireen Boone 9/18/17
Stephen Helvie Shireen Boone, CPAB, CPPO Date
Procurement Officer

Michael Greene 9/18/17
Michael Greene, CPM, CPPO Date
Procurement Administrator

Contract Award Notice

EXHIBIT 1



City Procurement Office | City of Tempe • PO Box 5082 • 20 East 6th Street • Tempe, AZ 85280 • (480) 370-8326 • www.tempe.gov/procurement

Contract Number: | **WT.1115-113-03**

Legend Technical Services of AZ Inc
 Attn: Brian Merritt
 17631 N 25th Avenue
 Phoenix AZ 85023

Contract Period | 09/17/2015
 To
 09/18/2017

Phone: | 602.324.6129

Vendor Number: | 67937

Solicitation/Contract Requirements

This Contract Award Notice is issued for Laboratory Services per the terms, conditions, specifications and requirements of Solicitation # 15-113. The contract shall remain in effect through 09/17/2017 unless extended, renewed or canceled per terms and conditions of WT.1115-113-03. It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

Item	Parameter	Pricing		Lab Doing Analysis
		Routine Cost	Method	
A	<u>Drinking Water</u>			
1	Microbiology			
	Total coliform	\$25.00	SM 9221B	Legend-AZ
	Multiple Tube	\$15.00	SM 9222B	Legend-AZ
	Membrane Filter	\$12.00	SM 9223B	Legend-AZ
	Colifert	NO BID	NO BID	NO BID
	Colisure	NO BID	NO BID	NO BID
	Presence-Absence	\$25.00	SM 9215B	Legend-AZ
	Heterotrophic Plate Count	\$25.00	SM 9221F	Legend-AZ
	Escherichia Coli	\$25.00	SM 9221E	Legend-AZ
	Fecal coliform	\$425.00	SM 9510	Legend-AZ
	*Viruses	\$375.00	SM 9711B	Legend-AZ
	*Giardia and Cryptosporidium			
	<i>*Equipment rental for viruses, Giardia, Cryptosporidium: \$100.3 days \$35 add'l day</i>			
2	Sample prep for metals (explain reason(s) for prep and cost)** <i>**Digestion required only for drinking water with turbidity > 1 ntu or to remove interferences associated with some treatment processes.</i>	\$12.00	EPA 200.7/200.8	Legend-AZ
3	Inorganic Chemical and Physical Characteristics			
	Alkalinity	\$12.00	SM 2320B	Legend-AZ
	Asbestos	\$115.00	EPA 100.1	Fiberquant
	Bromate	\$120.00	EPA 317.0, 300.1	EEA - South Bend

Bromide	\$30.00	EPA 300.0	EEA - South Bend
Chloride	\$13.00	EPA 300.0	Legend-AZ
Chlorine	\$12.00	HACH 8167	Legend-AZ
Chlorine Dioxide	\$30.00	SM 4500 Cl. G	EEA - South Bend
Chlorite	\$35.00	EPA 300.0	EEA - South Bend
Chromium Hexavalent	\$180.00**\$30.00	EPA 218.6 (Low-Level)*SM 3500 Cr D	EEA - South Bend/*Legend-AZ
*Report Limit = 0.015mg/l			
Color	\$36.00	SM 2120B	Legend-AZ
Corrosivity	\$40.00	Calculation*	Legend-AZ
Cyanide	\$40.00	SM 4500 CN F	Legend-AZ
Cyanide, Amenable	\$40.00	SM 4500 CN G	Legend-AZ
Fluoride	\$13.00	SM 4500 FC	Legend-AZ
Hardness	\$16.00	EPA 200.7 (Calc.)	Legend-AZ
Methylene Blue Active Substances	NO BID	NO BID	NO BID
Nitrate	\$27.00	Calculation*	Legend-AZ
Nitrite	\$12.00	SM 4500 NO2 B	Legend-AZ
Ortho-Phosphate	\$13.00	SM 4500 PF	Legend-AZ
Ozone	NO BID	NO BID	NO BID
Perchlorate	\$115.00	EPA 314	EEA - South Bend
pH	\$8.00	SM 4500 HB	Legend-AZ
TDS	\$12.00	SM 2540C	Legend-AZ
Specific Conductance	\$10.00	SM 2510B	Legend-AZ
Sulfate	\$13.00	EPA 300.0	Legend-AZ
TOC	\$40.00	SM 5310C	Legend-AZ
Turbidity	\$10.00	EPA 180.1	Legend-AZ
UV254	\$50.00	SM 2910B	Legend-AZ
		*Calculation requires analysis of NO2+NO3 (\$15) and NO2 (\$12)	
Metals			
Metals (ICP)	\$8.00	EPA 200.7	Legend-AZ
Metals (ICP-MS)	\$12.00	EPA 200.8	Legend-AZ
Metals (GFAA) (list metals and price)	NO BID	NO BID	NO BID
Mercury	\$28.00	EPA 245.1	Legend-AZ
Organic Chemicals			
Total Trihalomethanes	\$60.00	EPA 524.2	Legend-AZ
Volatile Organics	\$120.00	EPA 524.2	Legend-AZ
Chlorinated Pesticides	\$100.00	EPA 525.2	EEA - South Bend
PCB	\$100.00	EPA 505	LEGEND-MN
Herbicides	\$165.00	EPA 515.3	EEA - South Bend
EDB/DBCP	\$65.00	EPA 504.1	EEA - South Bend
Nitrogen and Phosphorus Pesticides	\$270.00	EPA 525.2	EEA - South Bend
Base/Neutrals and Acids	\$270.00	EPA 525.2	EEA - South Bend
Carbamates	\$120.00	EPA 531.2	EEA - South Bend
Dioxins and Furans	\$300.00	EPA 1613	Legend-AZ
Glyphosate	\$120.00	EPA 547	PACE Analytical
Endothall	\$120.00	EPA 548	Legend-AZ
Diquat and Paraquat	\$120.00	EPA 549	EEA - South Bend
PAH	\$270.00	EPA 525.2	EEA - South Bend
DBPs and Chlorinated Solvents	NO BID	NO BID	NO BID
HAA5	\$115.00	EPA 552	EEA - South Bend
Phthalate Esters and Adipates	\$270.00	EPA 525.2	EEA - South Bend

	Benzidines and Nitrogen Pesticides	NO BID	NO BID	NO BID
	Carbonyl Compounds	NO BID	NO BID	NO BID
	Chlorinated Acids	\$165.00	EPA 515.3	EEA - South Bend
	NDMA	\$300.00	EPA 62S	Legend-MN
	Endocrine Disrupting Compounds	\$390.00	L200	EEA - South Bend
	Pharmaceuticals and Personal Care Products	\$1,885.00	1,211, L221, L220	EEA - South Bend
6	Radiochemistry			
	Gross Alpha	\$45.00	EPA600/00-02	Radiation Safety
	Gross Beta	\$30.00	EPA 900.0	Radiation Safety
	Radium 226	\$80.00	Gamma Ray HPGE	Radiation Safety
	Radium 228	\$110.00	Gamma Ray HPGE	Radiation Safety
	Total Radium	\$190.00	Gamma Ray HPGE	Radiation Safety
	Cesium	\$175.00	Cesium-134	Radiation Safety
	Iodine	\$175.00	Iodine-131	Radiation Safety
	Strontium	\$154.00	SR-04	Radiation Safety
	Tritium	\$85.00	EPA 906.0	Radiation Safety
	Uranium*	\$110.00*/\$12.00	D6239*/200.8	Radiation Safety
	Gamma Emitting Isotopes	\$160.00	D6239	Radiation Safety*/Legend-AZ
	*D6239 is required for total uranium activity			
7	Biological			
	Microscopic Particulate Analysis	\$300.00	EPA 910.9-92-029	Legend-AZ
8	Other Drinking Water Methods			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate)	\$91.00	EPA 300.0/SM4500 PF/SM 4500 NO3 F/SM 4500 NO2 B	Legend-AZ
	Radon 222	\$70.00	EPA 7500-Rn	Radiation Safety
B	Wastewater			
1	Microbiology			
	Fecal Coliform			
	Multi Tube Fermentation	\$25.00	SM 9221F	Legend-AZ
	Membrane Filter	\$15.00	SM 9222D	Legend-AZ
	Quanti-Tray	\$25.00	SM 9223B	Legend-AZ
	Total Coliform			
	Multi Tube Fermentation	\$25.00	SM 9221B	Legend-AZ
	Membrane Filter	\$15.00	SM 9222B	Legend-AZ
	Quanti-Tray	\$25.00	SM 9223B	Legend-AZ
	Fecal Streptococcus			
	Multi Tube Fermentation	\$28.00	SM 9230B	Legend-AZ
	Membrane Filter	NO BID	NO BID	NO BID
	Escherichia coli by Colilert MPN	\$25.00	SM 9223B	Legend-AZ
	Escherichia coli (not for NPDES) in conjunction with SM 9221B and 9221 F	\$25.00	SM 9221F	Legend-AZ
	Viruses*			
	Enteric Viruses*	\$425.00	SM 9510	Legend-AZ
	Giardia and Cryptosporidium*	\$425.00	SM 9510	Legend-AZ
	Ascaris lumbricoides	\$375.00	SM 9711B	Legend-AZ
	Common tapeworm	\$150.00	SM 10550	Legend-AZ
		\$150.00	SM 10550	Legend-AZ

Entamoeba histolytica*	\$300.00	SM 9711C	Legend-AZ
*Pump rental for viruses, Giardia.			
Cryptosporidium, \$100, 3 days, \$35 add'l day			
2 Inorganic Chemicals, Nutrients and Demand			
Acidity	NO BID	NO BID	NO BID
Alkalinity	\$12.00	SM 2320B	Legend-AZ
Ammonia	\$20.00	EPA 350.1	Legend-AZ
BOD	\$32.00	SM 5210B	Legend-AZ
Bromide	\$30.00	EPA 300.0	EPA - South Bend
COD	\$28.00	EPA 410.4	Legend-AZ
Chloride	\$13.00	SM 4500 CL B	Legend-AZ
Chlorine	\$12.00	HACH 8167	Legend-AZ
Chromium Hexavalent	\$32.00	SM 3500 CR D	Legend-AZ
Color	\$36.00	SM 2120B	Legend-AZ
Cyanide (amenable)	\$40.00	SM 4500 CN G	Legend-AZ
Cyanide (available)	\$40.00	SM 4500 CN G	Legend-AZ
Cyanide (total)	\$40.00	SM 4500 CN E	Legend-AZ
Fluoride	\$13.00	SM 4500 FC	Legend-AZ
Hardness	\$16.00	EPA 200.7 (Calc.)	Legend-AZ
TKN	\$30.00	EPA 351.2	Legend-AZ
MBAS	\$165.00	SM 5540	ESC
Nitrate	\$27.00	Calculation*	Legend-AZ
Nitrite	\$12.00	SM 4500 NO2B	Legend-AZ
Oil and Grease	\$80.00	EPA 1664 B	Legend-AZ
TOC	\$40.00	SM 5310C	Legend-AZ
Ortho-Phosphate	\$13.00	SM 4500 PF	Legend-AZ
Oxygen, dissolved	\$15.00	EPA 360.1	Legend-AZ
pH	\$8.00	SM 4500 NB	Legend-AZ
Phenols	\$110.00	EPA 420.1	Turner Labs
Phosphorus (total)	\$24.00	EPA 365.3	Legend-AZ
Residue (total)	\$12.00	EPA 160.3	Legend-AZ
TDS	\$12.00	SM 2540 C	Legend-AZ
TSS	\$12.00	SM 2540 D	Legend-AZ
Settleable Solids	\$12.00	SM 2540 F	Legend-AZ
Residue, Volatile	\$32.00	EPA 160.4	Legend-AZ
Silica	\$8.00	EPA 200.7	Legend-AZ
Sodium Azide	NO BID	NO BID	NO BID
Specific Conductance	\$10.00	SM 2510B	Legend-AZ
Sulfate	\$13.00	EPA 300.0	Legend-AZ
Sulfide	\$20.00	HACH 8131	Legend-AZ
Sulfite	\$165.00	EPA 377.1	ESC
Turbidity	\$10.00	EPA 180.1	Legend-AZ
		*Calculation requires analysis of NO2+NO3 (\$15) and NO2 (\$12)	
3 Metals			
Metals (ICP)	\$8.00	EPA 200.7	Legend-AZ
Metals (ICP-MS)	\$12.00	EPA 200.8	Legend-AZ
Metals (GFAA) (list metals and price)	NO BID	NO BID	NO BID
Gold	\$50.00	EPA 200.7/200.8	Legend-AZ

Iridium	\$50.00	EPA 200.7/200.8	Legend-AZ
Mercury	\$28.00	EPA 245.1	Legend-AZ
Osmium	\$50.00	EPA 200.7/200.8	Legend-AZ
Palladium	\$50.00	EPA 200.7/200.8	Legend-AZ
Platinum	\$50.00	EPA 200.7/200.8	Legend-AZ
Rhodium	\$50.00	EPA 200.7/200.8	Legend-AZ
Ruthenium	\$50.00	EPA 200.7/200.8	Legend-AZ
Titanium	\$8.00	EPA 200.7	Legend-AZ
4 Aquatic Toxicity Bioassay			
Toxicity, Acute	\$925.00*	EPA 1003	Bio-Aquatic Testing or Aquatic Consulting
Toxicity, Chronic *Per Species	\$1,495.00*	EPA 1000 & EPA 1002	Bio-Aquatic Testing or Aquatic Consulting
5 Organic Chemical			
Volatile organics GC/MS	\$120.00	EPA 624	Legend-AZ
Acrolein and Acrylonitrile	\$90.00	EPA 624	Legend-AZ
Phenols	\$60.00	EPA 625	Legend-MN
Benzidines	\$160.00	EPA 625	Legend-MN
Phthalate Esters	\$160.00	EPA 625	Legend-MN
Nitrosamines	\$160.00	EPA 625	Legend-MN
Organochlorine Pesticides and PCBs	\$130.00	EPA 608	Legend-MN
Nitroaromatics and Isophorene	\$160.00	EPA 625	Legend-MN
PAH	\$160.00	EPA 625	Legend-MN
Haloethers	\$160.00	EPA 625	Legend-MN
Chlorinated Hydrocarbons	\$120.00	EPA 625	Legend-MN
2,3,7,8-TCDD (Dioxin)	\$320.00	EPA 8260	Legend-AZ
Tetra through Octa Chlorinated Dioxins and Furans	\$690.00	EPA 1613	Pace
Triazine Pesticides	\$130.00	EPA 608	Legend-MN
Base/Neutral and Acids (625 or 1625)	\$300.00	EPA 625	Legend-MN
Carbamates and Urea Pesticides	\$140.00	EPA 531.2	Legend-AZ
IPH	\$80.00	EPA 1664 B	Legend-AZ
Extractable Fuel Hydrocarbons (C 10-C 32)	\$165.00	EPA 8015	ESC
Ethylene Glycol	\$95.00	EPA 8015 B (Modified)	Legend-MN
Organophosphorus Pesticides	\$185.00	EPA 8081	Legend-MN
6 Radio Chemistry			
Gross Alpha	\$45.00	600/00-02	Radiation Safety
Gross Beta	\$30.00	EPA 900.0	Radiation Safety
Total Radium	\$190.00	Gamma Ray HPGE	Radiation Safety
Radium 226	\$80.00	Gamma Ray HPGE	Radiation Safety
Other Wastewater Tests			
Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate PCB's only)	\$91.00	EPA 300.0/SM4500 PF/SM 4500 NO3 F/SM 4500 NO2 B	Legend-AZ
Hazardous Waste	\$130.00	EPA 608	Legend-MN

**TOWN OF FLORENCE, ARIZONA
CONTRACT FOR COOPERATIVE USE OF CITY OF TEMPE SOLICITATION NO RFP
15-113, CONTRACT NO. WUD15-113-04 FOR WATER, WASTEWATER
LABORATORY SERVICES.**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 4th day of December, 2017 (the "Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and **Legend Technical Services of Arizona, Inc.** (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the City of Tempe Solicitation No. RFP 15-113 and Addendum No.1, Contract No. WUD15-113-04 for Water, Wastewater Laboratory Services effective August 27, 2015. 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 potable water quality, wastewater and soil testing services consistent with contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Services"). The Contractor shall provide the Services in accordance with the pricing and schedule attached in **Exhibit "1"**, and the Contract Documents, including all exhibits to the Master Contract including but not limited to any General Terms and Conditions, Standard Terms and Conditions, Special Terms and Conditions, Specifications, Supplemental Information, Scope of Work/Services, Evaluation Requirements, Proposal Checklist, Instructions and Addenda. Contractor agrees, at its own cost and expense, to do all of the work and furnish all of the equipment, personnel and materials necessary to provide in a good and substantial manner, and to the satisfaction of the Town, the Services.
2. **PRIORITY OF DOCUMENTS.** It is further expressly agreed by and between the Parties that should there be any conflict between the terms of this Contract, 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 (City of Tempe Solicitation No. RFP 15-113 and Addendum No.1, Contract No. WUD15-113-04 for Water, Wastewater Laboratory Services effective August 27, 2015) is in full force and effect, and all terms and conditions of the Master Contract are incorporated by reference into this Contract, creating an agreement identical in terms between the Town and Contractor. In the Master Contract, the terms: "City of Tempe", "City", and "Agency" shall be deemed to be and refer to the Town of Florence; and the terms: "Vendor", "Offeror", "Contractor", and "Proposer" shall be deemed to be and refer to the Contractor;

and the term "Maricopa" shall be deemed to be and refer to "Pinal" under this Contract.

4. **CONTRACT DOCUMENTS:** This Contract consists of the following contract documents, which by reference are incorporated herein:
 - A. This signed Contract.
 - B. The solicitation documents, including, City of Tempe Solicitation No. RFP 15-113 and Addendum No.1, Contract No. WUD15-113-04 for Water, Wastewater Laboratory Services effective August 27, 2015 and including, but not limited to: Request for Proposal, Invitation for Bid, Instructions to Offerors, Fee Schedules; Notices; Checklists; Requirements for Proposers; General Terms and Conditions, Standard Terms and Conditions; Special Terms and Conditions; Scope of Work/Services; Work Schedule; Specifications; Supplemental Information; Certificates of Compliance; Plans, Specifications, Addenda, Warranties for Work; Work Forms; Attachments; Price Sheets; Proposal Checklists for Submittals, Questionnaires; Response Forms; Special Provisions and Specifications; Technical Provisions and Specifications; Schedules; Cooperative Authorizations; Exhibits, Evaluation Requirements (the "Contract Documents" or "Master Contract").
5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1"**, and shall not exceed **\$ 63,500.00**.
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.
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. This Contract is also subject to the termination provisions of A.R.S. 38-511.
10. **INDEPENDENT CONTRACTOR.** It is understood that Contractor shall be an independent contractor with respect to Services and/or Goods provided under this Contract, and shall not be deemed to be a partner, employee, joint venture, agent, or to have any other legal relationship with Town.
11. **Notices.** Any notice to be given under this Contract shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows: Town: Town of Florence, Town Clerk, 775 N. Main Street, PO Box 2670, Florence, AZ 85132; and Contractor: Legend Technical Services of Arizona, Inc.. Attn: Charlie Newman, 17631 N. 25th Avenue, Phoenix, AZ 85023.
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 attorneys' 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
Tara Walter, Mayor

Date: December 4, 2017

ATTEST:

[Signature]
Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

[Signature]
Clifford L. Mattice, Town Attorney

CONTRACTOR

By: Brian Messitt

Date: 1/9/2018

Its: Brian Messitt, Director of Operations

Contract Award Notice



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Contract Number: WUD15-113-04

Legend Technical Services of AZ Inc
 Attn: Brian Merritt
 17631 N 25th Avenue
 Phoenix AZ 85023

Contract Period: 09/17/2015
 To
 09/18/2017

Phone: 602.324.6129

Vendor Number: 67937

Solicitation/Contract Requirements

This Contract Award Notice is issued for Laboratory Services per the terms, conditions, specifications and requirements of **Solicitation # 15-113**. The contract shall remain in effect through 09/17/2017 unless extended, renewed or canceled per terms and conditions of **WUD15-113-04**. It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

Pricing

Item	Parameter	Routine Cost	Method	Lab Doing Analysis
A	Drinking Water			
1	Microbiology			
	Total coliform			
	Multiple Tube	\$25.00	SM 9221B	Legend-AZ
	Membrane Filter	\$15.00	SM 9222B	Legend-AZ
	Colilert	\$12.00	SM 9223B	Legend-AZ
	Colisure	NO BID	NO BID	NO BID
	Presence-Absence	NO BID	NO BID	NO BID
	Heterotrophic Plate Count	\$25.00	SM 9215B	Legend-AZ
	Escherichia Coli	\$25.00	SM 9221F	Legend-AZ
	Fecal coliform	\$25.00	SM 9221E	Legend-AZ
	*Viruses	\$425.00	SM 9510	Legend-AZ
	*Giardia and Cryptosporidium	\$375.00	SM 9711B	Legend-AZ
	<i>*Equipment rental for viruses, Giardia, Cryptosporidium: \$100/3 days \$35 add'l day</i>			
2	Sample prep for metals			
	(explain reason(s) for prep and cost)**	\$12.00	EPA 200.7/200.8	Legend-AZ
	<i>**Digestion required only for drinking water with turbidity > 1 ntu or to remove interferences associated with some treatment processes.</i>			
3	Inorganic Chemical and Physical Characteristics			
	Alkalinity	\$12.00	SM 2320B	Legend-AZ
	Asbestos	\$115.00	EPA 100.1	Fiberquant
	Bromate	\$120.00	EPA 317.0, 300.1	EEA - South Bend

Bromide	\$50.00	EPA 300.0	EEA - South Bend
Chloride	\$13.00	EPA 300.0	Legend-AZ
Chlorine	\$12.00	HACH 8167	Legend-AZ
Chlorine Dioxide	\$30.00	SM 4500 Cl. G	EEA - South Bend
Chlorite	\$35.00	EPA 300.0	EEA - South Bend
Chromium Hexavalent	\$180.00*\$30.00	EPA 218.6 (Low-Level)**SM 3500 Cr D	EEA - South Bend/*Legend-AZ
*Report Limit = 0.015mg/l			
Color	\$36.00	SM 2120B	Legend-AZ
Corrosivity	\$40.00	Calculation*	Legend-AZ
Cyanide	\$40.00	SM 4500 CN F	Legend-AZ
Cyanide, Amenable	\$40.00	SM 4500 CN G	Legend-AZ
Fluoride	\$13.00	SM 4500 FC	Legend-AZ
Hardness	\$16.00	EPA 200.7 (Calc.)	Legend-AZ
Methylene Blue Active Substances	NO BID	NO BID	NO BID
Nitrate	\$27.00	Calculation*	Legend-AZ
Nitrite	\$12.00	SM 4500 NO2 B	Legend-AZ
Ortho-Phosphate	\$13.00	SM 4500 PF	Legend-AZ
Ozone	NO BID	NO BID	NO BID
Perchlorate	\$115.00	EPA 314	EEA - South Bend
pH	\$8.00	SM 4500 HB	Legend-AZ
TDS	\$12.00	SM 2540C	Legend-AZ
Specific Conductance	\$10.00	SM 2510B	Legend-AZ
Sulfate	\$13.00	EPA 300.0	Legend-AZ
TOC	\$40.00	SM 5310C	Legend-AZ
Turbidity	\$10.00	EPA 180.1	Legend-AZ
UV254	\$50.00	SM 2910B	Legend-AZ
		*Calculation requires analysis of NO2+NO3 (\$15) and NO2 (\$12)	
4 Metals			
Metals (ICP)	\$8.00	EPA 200.7	Legend-AZ
Metals (ICP-MS)	\$12.00	EPA 200.8	Legend-AZ
Metals (GFAA) (list metals and price)	NO BID	NO BID	NO BID
Mercury	\$28.00	EPA 245.1	Legend-AZ
5 Organic Chemicals			
Total Trihalomethanes	\$60.00	EPA 524.2	Legend-AZ
Volatile Organics	\$120.00	EPA 524.2	Legend-AZ
Chlorinated Pesticides	\$100.00	EPA 525.2	EEA - South Bend
PCB	\$100.00	EPA 505	LEGEND-MN
Herbicides	\$165.00	EPA 515.3	EEA - South Bend
EDB/DBCP	\$65.00	EPA 504.1	EEA - South Bend
Nitrogen and Phosphorus Pesticides	\$270.00	EPA 525.2	EEA - South Bend
Base/Neutrals and Acids	\$270.00	EPA 525.2	EEA - South Bend
Carbamates	\$120.00	EPA 531.2	Legend-AZ
Dioxins and Furans	\$300.00	EPA 1613	PACE Analytical
Glyphosate	\$120.00	EPA 547	Legend-AZ
Endothall	\$120.00	EPA 548	EEA - South Bend
Diquat and Paraquat	\$120.00	EPA 549	EEA - South Bend
PAH	\$270.00	EPA 525.2	EEA - South Bend
DBPs and Chlorinated Solvents	NO BID	NO BID	NO BID
HAAs	\$115.00	EPA 552	EEA - South Bend
Phthalate Esters and Adipates	\$270.00	EPA 525.2	EEA - South Bend

	Benzidines and Nitrogen Pesticides	NO BID	NO BID	NO BID
	Carbonyl Compounds	NO BID	NO BID	NO BID
	Chlorinated Acids	\$165.00	EPA 515.3	EEA - South Bend
	NDMA	\$300.00	EPA 625	Legend-MN
	Endocrine Disrupting Compounds	\$390.00	L200	EEA - South Bend
	Pharmaceuticals and Personal Care Products	\$1,885.00	L211, L221, L220	EEA - South Bend
6	Radiochemistry			
	Gross Alpha	\$45.00	EPA600/00-02	Radiation Safety
	Gross Beta	\$30.00	EPA 900.0	Radiation Safety
	Radium 226	\$80.00	Gamma Ray HPGE	Radiation Safety
	Radium 228	\$110.00	Gamma Ray HPGE	Radiation Safety
	Total Radium	\$190.00	Gamma Ray HPGE	Radiation Safety
	Cesium	\$175.00	Cesium-134	Radiation Safety
	Iodine	\$175.00	Iodine-134	Radiation Safety
	Strontium	\$154.00	SR-04	Radiation Safety
	Tritium	\$85.00	EPA 906.0	Radiation Safety
	Uranium*	\$110.00*/\$12.00	D6239*/200.8	Radiation
	Gamma Emitting Isotopes	\$160.00	D6239	Safety*/Legend-AZ Radiation Safety
	<i>*D6239 is required for total uranium activity</i>			
7	Biological			
	Microscopic Particulate Analysis	\$300.00	EPA 910-9-92-029	Legend-AZ
8	Other Drinking Water Methods			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate)	\$91.00	EPA 300.0/SM4500 PF/SM 4500 NO3 F/SM 4500 NO2 B	Legend-AZ
	Radon 222	\$70.00	EPA 7500-Rn	Radiation Safety
B	Wastewater			
1	Microbiology			
	Fecal Coliform			
	Multi Tube Fermentation	\$25.00	SM 9221E	Legend-AZ
	Membrane Filter	\$15.00	SM 9222D	Legend-AZ
	Quanti-Tray	\$25.00	SM 9223B	Legend-AZ
	Total Coliform			
	Multi Tube Fermentation	\$25.00	SM 9221B	Legend-AZ
	Membrane Filter	\$15.00	SM 9222B	Legend-AZ
	Quanti-Tray	\$25.00	SM 9223B	Legend-AZ
	Fecal Streptococcus			
	Multi Tube Fermentation	\$28.00	SM 9230B	Legend-AZ
	Membrane Filter	NO BID	NO BID	NO BID
	Escherichia coli by Colilert MPN	\$25.00	SM 9223B	Legend-AZ
	Escherichia coli (not for NPDES) in conjunction with SM 9221B and 9221E	\$25.00	SM 9221F	Legend-AZ
	Viruses*	\$425.00	SM 9510	Legend-AZ
	Enteric Viruses*	\$425.00	SM 9510	Legend-AZ
	Giardia and Cryptosporidium*	\$375.00	SM 9711B	Legend-AZ
	Ascaris lumbricoides	\$150.00	SM 10550	Legend-AZ
	Common tapeworm	\$150.00	SM 10550	Legend-AZ

Entamoeba histolytica*	\$300.00	SM 9711C	Legend-AZ
*Pump rental for viruses, Giardia, Cryptosporidium, \$100.3 days, \$35 add'l day			
2 Inorganic Chemicals, Nutrients and Demand			
Acidity	NO BID	NO BID	NO BID
Alkalinity	\$12.00	SM 2320B	Legend-AZ
Ammonia	\$20.00	LPA 350.1	Legend-AZ
BOD	\$32.00	SM 5210B	Legend-AZ
Bromide	\$30.00	EPA 300.0	EEA - South Bend
COD	\$28.00	EPA 410.4	Legend-AZ
Chloride	\$13.00	SM 4500 CL B	Legend-AZ
Chlorine	\$12.00	HACH 8167	Legend-AZ
Chromium Hexavalent	\$32.00	SM 3500 CR D	Legend-AZ
Color	\$36.00	SM 2120B	Legend-AZ
Cyanide (amenable)	\$40.00	SM 4500 CN G	Legend-AZ
Cyanide (available)	\$40.00	SM 4500 CN G	Legend-AZ
Cyanide (total)	\$40.00	SM 4500 CN E	Legend-AZ
Fluoride	\$13.00	SM 4500 FC	Legend-AZ
Hardness	\$16.00	EPA 200.7 (Calc.)	Legend-AZ
TKN	\$30.00	EPA 351.2	Legend-AZ
MBAS	\$165.00	SM 5540	ESC
Nitrate	\$27.00	Calculation*	Legend-AZ
Nitrite	\$12.00	SM 4500 NO2B	Legend-AZ
Oil and Grease	\$80.00	EPA 166J B	Legend-AZ
TOC	\$40.00	SM 5310C	Legend-AZ
Ortho-Phosphate	\$13.00	SM 4500 PF	Legend-AZ
Oxygen, dissolved	\$15.00	EPA 360.1	Legend-AZ
pH	\$8.00	SM 4500 HB	Legend-AZ
Phenols	\$110.00	EPA 420.1	Turner Labs
Phosphorus (total)	\$24.00	EPA 365.3	Legend-AZ
Residue (total)	\$12.00	EPA 160.3	Legend-AZ
TDS	\$12.00	SM 2540 C	Legend-AZ
TSS	\$12.00	SM 2540 D	Legend-AZ
Settleable Solids	\$12.00	SM 2540 F	Legend-AZ
Residue, Volatile	\$32.00	EPA 160.4	Legend-AZ
Silica	\$8.00	EPA 200.7	Legend-AZ
Sodium Azide	NO BID	NO BID	NO BID
Specific Conductance	\$10.00	SM 2510B	Legend-AZ
Sulfate	\$13.00	EPA 300.0	Legend-AZ
Sulfide	\$20.00	HACH 8131	Legend-AZ
Sulfite	\$165.00	EPA 377.1	ESC
Turbidity	\$10.00	EPA 180.1	Legend-AZ
		*Calculation requires analysis of NO2+NO3 (\$15) and NO2 (\$12)	
3 Metals			
Metals (ICP)	\$8.00	EPA 200.7	Legend-AZ
Metals (ICP-MS)	\$12.00	EPA 200.8	Legend-AZ
Metals (GFAA) (list metals and price)	NO BID	NO BID	NO BID
Gold	\$50.00	EPA 200.7/200.8	Legend-AZ

Iridium	\$50.00	EPA 200.7/200.8	Legend-AZ
Mercury	\$28.00	EPA 245.1	Legend-AZ
Osmium	\$50.00	EPA 200.7/200.8	Legend-AZ
Palladium	\$50.00	EPA 200.7/200.8	Legend-AZ
Platinum	\$50.00	EPA 200.7/200.8	Legend-AZ
Rhodium	\$50.00	EPA 200.7/200.8	Legend-AZ
Ruthenium	\$50.00	EPA 200.7/200.8	Legend-AZ
Titanium	\$8.00	EPA 200.7	Legend-AZ

4 **Aquatic Toxicity Bioassay**

	\$975.00*	EPA 1003	Bio-Aquatic Testing or Aquatic Consulting
Toxicity, Acute	\$1495.00*	EPA 1000 & EPA 1002	Bio-Aquatic Testing or Aquatic Consulting
Toxicity, Chronic *Per Species			

5 **Organic Chemical**

Volatile organics GC/MS	\$120.00	EPA 624	Legend-AZ
Acrolein and Acrylonitrile	\$90.00	EPA 624	Legend-AZ
Phenols	\$60.00	EPA 625	Legend-MN
Benzidines	\$160.00	EPA 625	Legend-MN
Phthalate Esters	\$160.00	EPA 625	Legend-MN
Nitrosamines	\$160.00	EPA 625	Legend-MN
Organochlorine Pesticides and PCBs	\$130.00	EPA 608	Legend-MN
Nitroaromatics and Isophorone	\$160.00	EPA 625	Legend-MN
PAH	\$160.00	EPA 625	Legend-MN
Haloethers	\$160.00	EPA 625	Legend-MN
Chlorinated Hydrocarbons	\$120.00	EPA 8260	Legend-AZ
2,3,7,8-TCDD (Dioxin)	\$320.00	EPA 1613	Pace
Tetra through Octa Chlorinated Dioxins and Furans	\$690.00	EPA 1613	Pace
Triazine Pesticides	\$130.00	EPA 608	Legend-MN
Base/Neutral and Acids (625 or 1625)	\$300.00	EPA 625	Legend-MN
Carbamates and Urea Pesticides	\$140.00	EPA 531.2	Legend-AZ
TPH	\$80.00	EPA 1664 B	Legend-AZ
Extractable Fuel Hydrocarbons (C10-C32)	\$165.00	EPA 8015	ESC
Ethylene Glycol	\$95.00	EPA 8015 B (Modified)	Legend-MN
Organophosphorus Pesticides	\$185.00	EPA 8081	Legend-MN

6 **Radio Chemistry**

Gross Alpha	\$45.00	600/00-02	Radiation Safety
Gross Beta	\$30.00	EPA 900.0	Radiation Safety
Total Radium	\$190.00	Gamma Ray HPGE	Radiation Safety
Radium 226	\$80.00	Gamma Ray HPGE	Radiation Safety

Other Wastewater Tests

Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate)	\$91.00	EPA 300.0/SM4500 PF/SM 4500 NO3 F/SM 4500 NO2 B	Legend-AZ
PCB's only	\$130.00	EPA 608	Legend-MN

C. **Hazardous Waste**



**CITY OF TEMPE
REQUEST FOR COUNCIL ACTION**

**Council Meeting Date: 09/14/2017
Agenda Item: 5B11**

ACTION: Approve two-year contract renewals with SGS Accutest Laboratories, Aquatic Consulting and Testing, Inc., Eurofins Eaton Analytical, Inc., Legend Technical Services of Arizona, Inc., TestAmerica Laboratories, Inc., and Xenco Laboratories for potable water quality, wastewater, and soil testing services.

FISCAL IMPACT: Total combined cost for these contracts will not exceed \$650,000 during the two-year period. Sufficient funds have been appropriated in the Water/Wastewater Fund – cost center 3041 (Environmental – Laboratory) for the anticipated expenditures.

RECOMMENDATION: Approve the renewal of the contracts.

BACKGROUND INFORMATION: (WUD15-113) City Council originally approved the award of contracts to SGS Accutest Laboratories, Aquatic Consulting and Testing, Inc., Eurofins Eaton Analytical, Inc., Legend Technical Services of Arizona, Inc., TestAmerica Laboratories, Inc., and Xenco Laboratories for potable water quality, wastewater and soil testing services on August 27, 2015, for an initial two-year period, with two, two-year renewal options. This renewal request is the first of two available renewal options.

The City of Tempe awarded contracts for analytical testing of water, wastewater, solid wastes, and special projects for: nutrients, biologicals, metals, non-metals, organics, and radio chemicals with qualified licensed environmental laboratories to ensure the City is compliant with current and continually changing Federal, State and local regulations.

The City of Tempe hosted this requirement as a cooperative procurement enlisting the laboratory testing needs for a number of local agencies. The following local agencies were named as participants.

- City of Avondale
- City of Mesa
- City of Peoria
- City of Scottsdale
- City of Tolleson
- Town of Gilbert
- Salt River Project Agricultural Improvement and Power District

Contractor Performance

The performance of the individual companies was rated by the Public Works Department as follows:

Criteria	308 Account Labor Service		Aquatic Consulting and Testing, Inc.		Eurofine Sales Analytical, Inc.		Legend Technical Services of Arizona, Inc.		TestAmerica Laboratories, Inc.		Kierco Laboratories	
	Meets Contract Requirements	Does NOT meet Contract Requirements	Meets Contract Requirements	Does NOT meet Contract Requirements	Meets Contract Requirements	Does NOT meet Contract Requirements	Meets Contract Requirements	Does NOT meet Contract Requirements	Meets Contract Requirements	Does NOT meet Contract Requirements	Meets Contract Requirements	Does NOT meet Contract Requirements
Personnel are responsive, cooperative and available	X		X		X		X		X		X	
Overall quality of products or services delivered	X		X		X		X		X		X	
Timeliness of performance	X		X		X		X		X		X	
Quality of follow-up in resolving complaints or problems	X		X		X		X		X		X	
Firm's promptness in submitting accurate invoices	X		X		X		X		X		X	

Cost

The firms have agreed to renew with no cost increase.

ATTACHMENTS: N/A

STAFF CONTACT(S): David McNeil, Interim Public Works Deputy Director – Water Utilities, (480) 350-2844

Department Director: Rene Brodenck, Internal Services Director

Legal review by: David Park, Assistant City Attorney

Prepared by: Shireen Boone, Procurement Officer

APPROVED

5B8. Award Job Order No. 8 to Builders Guild, Inc. for Administration Building and Disinfection Station HVAC system improvements at South Tempe Water Treatment Plant located at 6600 South Page Road.

Fiscal Impact: The Job Order No. 8 amount is \$225,111.35 and the project contingency amount is \$22,500. Funds to cover this contract and related costs are appropriated for fiscal year 2017/18 in the Capital Improvement Project No. 3205911A, Water Utility Buildings Asset Management.

APPROVED

5B9. Award a construction contract to Vista Engineering Construction, Inc. for the multi-use path Indian Bend Wash drainage mitigation project located at 1302 North Miller Drive.

Fiscal Impact: The construction contract amount is \$131,000 and the project contingency amount is \$13,100. Funds to cover this contract and related costs are appropriated for fiscal year 2017/18 in the Capital Improvement Project No. 6005249, Pathway Capital Maintenance.

APPROVED

5B10. Award a one-year contract with four optional one-year renewals with Provata Health to provide a Wellness Program for City employees.

Fiscal Impact: The total cost of this contract will not exceed \$200,000 during the one-year contract period which is a 20% cost reduction from the previous vendor. Sufficient funds are budgeted in the Health Fund – cost center 4167 (Employees) – for the anticipated expenditures in the current fiscal year.

APPROVED

5B11. Approve two-year contract renewals with SGS Accutest Laboratories, Aquatic Consulting and Testing, Inc., Eurofins Eaton Analytical, Inc., Legend Technical Services of Arizona, Inc., TestAmerica Laboratories, Inc., and Xenco Laboratories for potable water quality, wastewater, and soil testing services.

Fiscal Impact: Total combined cost for these contracts will not exceed \$650,000 during the two-year period. Sufficient funds have been appropriated in the Water/Wastewater Fund – cost center 3041 (Environmental – Laboratory) for the anticipated expenditures.

APPROVED

5B12. Authorize the City Manager to execute the 2017-2018 Greater Phoenix Economic Council contract for regional marketing and business attraction services.

Fiscal Impact: Sufficient funding in the amount of \$77,644 for the Greater Phoenix Economic Council (GPEC) contract has been appropriated in General Fund cost center 1221 (Economic Development), account 7309.

APPROVED

C. Resolutions



Regular Council Meeting Agenda

LEGAL ACTION SUMMARY Tempe City Council Regular Council Meeting Harry E. Mitchell Government Center Tempe City Hall - City Council Chambers 31 East Fifth Street, Tempe, Arizona Thursday, September 14, 2017 6:00 PM

MEETING VIDEO

Members of the City Council may attend either in person or by telephone conference call.

1. **INVOCATION – Councilmember Kuby**
2. **PLEDGE OF ALLEGIANCE**
3. **MINUTES – Councilmember Granville**

A. Approval of City Council Meeting Minutes

1. Regular City Council Meeting - May 26, 2017, June 8, 2017, June 15, 2017, and July 27, 2017
2. City Council Work Study Session - May 26, 2017 and June 14, 2017
3. Special City Council Meeting - May 26, 2017, June 8, 2017, June 29, 2017, and July 27, 2017
4. City Council Executive Session - July 27, 2017 and August 17, 2017

APPROVED

B. Acceptance of Board, Commission and Committee Meeting Minutes

1. Commission on Disability Concerns - June 5, 2017
2. Development Review Commission - July 25, 2017 and August 9, 2017
3. Development Review Commission Study Session - July 25, 2017 and August 8, 2017
4. Tempe Family Justice Commission - July 18, 2017
5. Hearing Officer - August 1, 2017 and August 14, 2017
6. Tempe Historic Preservation Commission - May 9, 2017
7. Tempe History Museum and Library Advisory Board Minutes - June 7, 2017
8. Neighborhood Advisory Commission - June 7, 2017
9. Parks, Recreation, Golf, and Devote Eute Cemetery Advisory Board - June 21, 2017
10. Tempe Police Safety Personnel Retirement System Board - August 3, 2017
11. Tempe Sustainability Commission - June 16, 2017
12. Tempe Veterans Commission - June 21, 2017

ACCEPTED

4. REPORTS AND ANNOUNCEMENTS



Town of Florence Bid Tabulation Sheet

		General Ledger Account Number:	051-574-207 052-575-207 052-576-207
Verbal (Only allowed \$5,000 or less)		Date Prepared:	12/17/2018
Written / Fax / Email (Mandatory over \$5,000 bids attached)		Prepared By:	Susan Jonas
Formal Sealed Bid :	Title of Bid:	Open Date:	
		Close Date:	

Item(s) (Include quality, Brand, Model & Color): **USE COOPERATIVE CONTRACT FROM THE CITY OF TEMPE # WUD15-113-04 THAT EXPIRES 9/18/2019. LABORATORY SERVICES FOR POTABLE WATER QUALITY, WASTEWATER AND SOIL TESTING TO ENSURE TOWN IS COMPLIANT WITH CURRENT REGULATIONS**

VENDORS	Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1	Name: LEGENDS TECHNICAL SERVICES OF ARIZONA (1160)					BLANKET PURCHASE ORDER REQUEST FOR UTILITIES DIVISION (WATER AND WASTEWATER). UTILIZING COOPERATIVE CONTRACT THROUGH THE CITY OF TEMPE, AZ. RCA TO COUNCIL ON 1/7/2019.
	Address: 17631 N 25TH AVENUE			Tax:		
	PHOENIX, AZ 85023			Freight:		
	Contact: BRIAN MERRITT				\$104,118.00	
	Phone: 602-324-6123	Fax:				
	Email: bmerritt@legend-group.com		Date Notified of Decision:			
	Quote #: WUD15-113-04 EXHIBIT 1	REQ #: 53606	PO #:			
	Received: N/A	Expires: N/A				
2	Name:					
	Address:			Tax:		
				Freight:		
	Contact:				\$ -	
	Phone:	Fax:				
	Email:		Date Notified of Decision:			
	Quote #:	REQ #:	PO #:			
	Received:	Expires:				
3	Name:					
	Address:			Tax:		
				Freight:		
	Contact:					
	Phone:	Fax:				
	Email:		Date Notified of Decision:			
	Quote #:	REQ #:	PO #:			
	Received:	Expires:				

Attach additional page(s), if necessary.

Vendor Selected: LEGEND TECHNICAL SERVICES OF ARIZONA
Justification (if not lowest bid.): BLANKET PURCHASE ORDER REQUEST FOR UTILITIES DIVISION (WATER AND WASTEWATER). UTILIZING COOPERATIVE CONTRACT THROUGH THE CITY OF TEMPE, AZ. RCA TO COUNCIL ON 1/7/2019.

Department Head Approval:		Date:	12/18/18
Finance Director Approval:		Date:	12/19/18
Town Manager Approval:		Date:	12/19/19

Exhibits Attached:	COOPERATIVE CONTRACT - CITY OF TEMPE WUD15-113-04 WITH EXTENSION 9/18/2019

**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, ARIZONA
CONTRACT FOR COOPERATIVE USE OF CITY OF TEMPE, CONTRACT NO. WUD15-113-04
FOR POTABLE WATER QUALITY, WASTEWATER AND SOIL TESTING SERVICES

THIS CONTRACT (the "Contract") is made and entered into effective as of the 7th day of January, 2019 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Legend Technical Services of Arizona Inc. (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the City of Tempe, Contract No. WUD15-113-04 for potable water quality, wastewater and soil testing services to ensure the Town is compliant with current regulations. Contract and Contract Amendment dated September 14, 2017 and contract extension dated 9/18/2017. 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 potable water quality, wastewater and soil testing services per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Goods"). 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 Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work 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 (City of Tempe Contract No. WUD15-113-04 potable water quality, wastewater and soil testing services, Contract and Contract Amendment dated September 14, 2017) is in full force and effect, and all terms and conditions of the Master Contract are incorporated by reference into this Contract, creating an agreement identical in terms between the Town and Contractor. In the Master Contract, the terms: "City of Tempe" and "City" shall be deemed to be and refer to the Town of Florence; and the terms: "Offeror", "Contractor", "Seller" shall be deemed to be and refer to the Contractor under this Contract.
4. **CONTRACT DOCUMENTS:** This Contract consists of the following contract documents, which by reference are incorporated herein:
 - A. This signed Contract.
 - B. The solicitation documents, including City of Tempe, Contract No. WUD15-113-04 for potable water quality, wastewater and soil testing services to ensure the Town is compliant with current regulations. Contract and Contract Amendment dated September 14, 2017, and including, but not limited to: Invitation for Bid, Instructions to Offerors, Fee Schedules; Notices; Checklists; Requirements for Proposers; Standard Terms and Conditions; Special Terms and Conditions; Scope of Work/Statement; Work Schedule; Certificates of Compliance; Plans, Specifications, Addenda, Warranties for Work; Work Forms; Attachments; Price Sheets; Questionnaires; Response Forms; Special Provisions and Specifications; Technical Provisions and Specifications; Schedules; Cooperative

Authorizations; Exhibits, Material, Equipment, Submittals and Form B-Annual Cost (the "Contract Documents" or "Master Contract").

5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1"** (Price Sheet), and shall not exceed **\$104,118.00**.
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.
 - H. 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.

8. **METHOD OF PAYMENT.** Method of payment shall be set forth in **Exhibit "1"**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed or Goods accepted by the Town.
9. **TERMINATION.** Town, 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, 775 N. Main Street, PO Box 2670, Florence, AZ 85132; and Contractor Legend Technical Services of Arizona Inc, Attn Brian Merritt, 17631 N. 25th Avenue, Phoenix, AZ 85023.
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:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Town Attorney

CONTRACTOR

By: _____

Date: _____

Its: _____



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8g.

MEETING DATE: January 7, 2019

DEPARTMENT: Public Works

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

SUBJECT: 315 Fire Protection Services Contract for the
installation of a fire suppression system in the Public Works
Building

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

STRATEGIC PLAN REFERENCE:

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

RECOMMENDED MOTION/ACTION:

Approval to award a contract to 315 Fire Protection Services, Craig Sarrett to install a fire suppression system in the Public Works Building located at 425 E. Ruggles Street. The project amount shall not exceed \$107,832 (Bid \$89,860 and a 20% Town contingency of \$17,972)

BACKGROUND/DISCUSSION:

The Public Works Department had self-performed some minor code evaluations of the main Public Works Building and soon realized the building needed a professional evaluation. The Town hired a professional architect to perform a building safety code analysis. The idea was not to treat the building as a new building, but to use the International Existing Building Code. One of the primary concerns from the Town's perspective is the building's square footage is greater than allowed by Code without the use of an automatic fire suppression system or other means allowed by Code. It was determined that an automatic fire suppression system would be the most economical and feasible. The Town of Florence placed a formal solicitation to obtain bids from qualified contractors. The Town received two contractor bids to perform the installation of a Fire Suppression System. The construction documents have been previously reviewed and approved by the Town's Fire Department Fire Prevention Division, John Kemp. The Fire suppression system will be installed within the Town's Public Works Building located at 425 E. Ruggles, Florence Arizona 85132. Project bids are based on a lump sum bid.

A VOTE OF NO WOULD MEAN:

The Public Works building would continue to operate in a non-code compliant manner.

A VOTE OF YES WOULD MEAN:

The Public Works building would obtain additional code compliance.

FINANCIAL IMPACT:

The project amount shall not exceed \$107,832 (Bid \$89,860 and a 20% Town contingency of \$17,972).

Services will be obtained following the Town's Purchasing Policy, Section 5.63 Purchases of \$25,000 or More (specifically, 5.6321 of Vendor Selection).

5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency/Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council is required on any purchases of \$25,000 or more.

ATTACHMENTS:

- Exhibit 1 – Invitation to Bid
- Exhibit 2 – Bid Advertisement
- Exhibit 3 – Documentation of Bid Advertisement
- Exhibit 4 – Addendum #1 – Mandatory Job Walk Sign In Sheet 11.8.2018
- Exhibit 5 – Addendum #2 – Revision to Invitation to Bid
- Exhibit 6 – Addendum #3 – Signed Bid Tab
- Exhibit 7 – 315 Fire Protection Services Bid Response



**Invitation to Bid (ITB), Project Specifications
& Contract Documents**

Public Works Fire Suppression System

Dated: October 31, 2018

**TOWN OF FLORENCE
775 N. Main Street
Florence, AZ 85132**

TABLE OF CONTENTS

INVITATION TO BID.....3

PROJECT DESCRIPTION / SCOPE OF WORK (SOW)4

BID SUBMITTAL CHECKLIST.....6

INSTRUCTIONS TO BIDDERS7

CONTRACT FOR PROJECT14

GENERAL CONDITIONS OF CONTRACT.....19

INSURANCE REQUIREMENTS.....35

BID SCHEDULE37

ACKNOWLEDGEMENT OF AGENDA38

LIST OF SUBCONTRACTORS.....39

STATUTORY BID BOND40

RESOLUTION OF BOARD OF DIRECTORS41

NON-COLLUSIVE BIDDING CERTIFICATION42

W-9.....43

PARTICIPATION IN BOYCOTT OF ISRAEL.....49

DEVIATION / COMPLIANCE CERTIFICATION50

DEMONSTRATING LAWFUL PRESENCE51

EXHIBIT 152

EXHIBIT 253

INVITATION TO BID

Town of Florence, Arizona Public Works Fire Suppression System

SUBMITTAL DUE DATE: November 29, 2018
TIME: 2:00 PM AZ Time

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

MANDATORY PRE-BID

MEETING:
DATE: November 8, 2018
TIME: 8:00 AM AZ Time
LOCATION: Public Works, 425 E Ruggles Street

ISSUING OFFICE: Town of Florence
c/o Town Clerk
775 N. Main Street
Florence, AZ 85132
Telephone: (520) 868-7551
Website: <https://www.florenceaz.gov/rfp>

BIDDING DOCUMENTS: Bidding Documents, including plans and specifications along with any addenda or supplemental information, may be viewed and ordered online by registering with the Issuing Office via phone or email. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as "zipped" portable document format (PDF) files. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office.

FINAL ACCEPTANCE & COMPLETION OF WORK: Period of Performance: 90 (Ninety) Calendar Days. All work must be completed and ready for final payment 91 (Ninety One) Calendar Days after the Notice To Proceed (NTP) has been issued.

GENERAL OR BID PROCESS QUESTIONS: Susan Jonas, Administrative Assistant susan.jonas@florenceaz.gov

QUESTIONS DUE DATE & TIME: All questions must be submitted via email only by **November 15, 2018**. Answers to questions and other clarifications will be in the final. Addenda issued through the Issuing Office on **November 20, 2018**.

PROJECT DESCRIPTION / SCOPE OF WORK (SOW)

The Town of Florence is looking to obtain bids from qualified contractors. The Town is in need of a contractor to perform the installation of a Fire Suppression System. The construction documents have been previously reviewed and approved by the Town's Fire Department Fire Prevention Division, John Kemp. The Fire suppression system will be installed within the Town's Public Works Building located at 425 E. Ruggles, Florence Arizona 85132. Project bids will be based on a lump sum bid.

1. Prospective contractors must include in their pricing all labor, applicable test equipment, materials, and taxes to complete the installation and inspection/testing of the Public Works facility fire protection system.
2. Prospective vendors must attest by signature to their personnel having appropriate certifications and/or licenses to perform the listed work. Maintaining current certificates and/or licenses is a requirement to be considered responsive and compliant with the terms of the solicitation and scope of work, and subsequently with the terms of an awarded Price Agreement. The Town reserves the right to request proof of license and/or certification, and vendor will also provide same to user entities should they request it. Refer to signature response page.
3. In accordance with the Town of Florence Fire Department, Town of Florence Building Safety Division, and in compliance with the Arizona State Fire Marshall requirements, all vendors performing Fire Suppression System Tests, Maintenance, and Inspections shall be registered and/or have personnel certified to conduct necessary work. Fire Suppression Systems Contractor: Persons conducting work on backflow prevention systems must possess a valid certification as a Certified Cross-Connection Control Technician from the American Society of Sanitary Engineering (ASSE), the American Backflow Prevention Association (ABPA), or the Association of Boards of Certification (ABC), in conformance with requirements set forth by the Colorado Primary Drinking Water Regulations.
4. All prospective vendors must provide and maintain adequate insurance coverage following award, and prior to commencing any work, in accordance with current required standards.
5. Service technicians performing work must be able to conduct proper inspection, functional testing, cleaning and sensitivity testing procedures applicable to the aspects of the Scope of Work to be performed.
6. In addition service technicians must be technically knowledgeable, and work must be performed in compliance and accordance with all applicable requirements of the local Authority Having Jurisdiction (AHJ). The following list provides a sampling of main standards; a more comprehensive listing is provided beginning on page 5 of this document:
 - a. Water Based Fire Sprinkler Systems - National Fire Protection Association ("NFPA") Standards 13, 14, 16, 25, and 72
 - b. Fire Alarm Systems – NFPA Standards 25, 70, and 72
7. All testing and maintenance shall be done according to National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and National Institute for Certification in Engineering Technologies ("NICET"); additionally, Emergency Lighting, and Fire Detection and Alarm Systems shall be tested and maintained in accordance with National Electric Code (NEC) minimum standards.
8. The Town will require the contractor to provide ordering agencies with verification of inspection (tags, and/or certifications as applicable), and an overview in the form of a standard report with checklist indicating what has been done and condition of the system inspected.

9. Invoices for services shall be submitted directly to the Town's Finance Department. Invoices must clearly show itemized list of work performed that correlates to the original bid tab.

10. Contractor is expected to be cognizant of appropriate codes within the various locations to be serviced.

Bidder will be required to have 4 years experience providing these types of services to organizations of similar size and complexity. The Town may require additional information of the apparent successful bidder to determine their ability to perform. Services will be in compliance with the following codes and standards .

- Applicable DOT 49 CFR regulations, as applied to inspection, test, and requalification of DOT containers used in fire suppression systems

- The National Fire Protection Association (NFPA), service and maintenance requirements for containers found in the following NFPA Standards (latest edition):

- NFPA-1, Fire Code
- NFPA-10 Standard for Portable Fire Extinguishers
- NFPA 12, Standard on Carbon Dioxide Extinguishing Systems
- NFPA-17, Standard for Dry Chemical Extinguishing Systems
- NFPA-17A, Standard for Wet Chemical Extinguishing Systems

- The National Fire Protection Association (NFPA), service and maintenance requirements for systems are found in the following NFPA Standards (latest edition):

- NFPA-13, Standard on the Installation of Sprinkler Systems
- NFPA-14, Standard for the Installation of Standpipes and Hose Systems
- NFPA-16, Standard for the Installation of Foam-Water Sprinkler and Foam-Water Spray Systems
- NFPA-25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
- NFPA-70, National Electrical Code®
- NFPA-72, National Fire Alarm Code®
- NFPA-75, Standard for the Protection of Information Technology Equipment
- NFPA-76, Standard for the Fire Protection of Telecommunications Facilities
- NFPA-96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
- NFPA-99, Standard for Health Care Facilities
- NFPA-101, Life Safety Code
- NFPA-170, Standard for Fire Safety and Emergency Symbols
- NFPA-232, Standard for the Protection of Records
- NFPA 408, Standard for Aircraft Hand Portable Fire Extinguishers
- NFPA-750, Standard on Water Mist Fire Protection Systems
- NFPA-2001, Standard on Clean Agent Fire Extinguishing Systems

- applicable Compressed Gas Association (CGA) publications

BID SUBMITTAL CHECKLIST

It is the Bidder's responsibility to be thoroughly familiar with all requirements and specifications. The following checklist is provided as a courtesy only and is not binding upon the Town nor does it modify, in any way, the terms or requirements of this ITB, any applicable statutes, rules, regulations, or the Town's purchasing policies.

- 1. The Bid Schedule has been signed by an authorized representative of the firm. Unsigned bids will not be considered.
- 2. The Bid Schedule has been fully completed, including prices offered (including any alternatives) have been fully filled in and reviewed for accuracy.
- 3. Any addenda have been reviewed and acknowledged on the form included in the ITB. It is the Bidder's responsibility to obtain all addenda relevant to this solicitation via the Issuing Office or other means.
- 4. The List of Subcontractors has been fully completed and executed by Bidder and reviewed for accuracy.
- 5. Bidder has reviewed all instructions, terms and conditions, and specifications to ensure your response fully complies.
- 6. Any required samples, descriptive literature, or enclosures have been included, if applicable. (Identify samples with Bidder's name and solicitation number.)
- 7. The bid package and/or envelope have been identified with Bidder's name, ITB number and ITB title.
- 8. The specified number of copies of Bidder's response has been included.
- 9. Insurance requirements have been reviewed and can be fully complied with.
- 10. Bid Bond has been fully executed by Bidder and appropriate Surety and is included.
- 11. The Resolution of Board of Directors for corporate Bidder has been fully executed and included, or other proof of authorization required under this ITB has been included.
- 12. The Non-Collusive Bidding Certification has been executed and included.
- 13. The W-9 Form is complete and included.
- 14. The Deviation/Compliance Certification Form has been executed and included.
- 15. The Participation in Boycott of Israel Certification has been executed and included.
- 16. The Demonstrating Lawful Presence has been executed and included.

INSTRUCTIONS TO BIDDERS

These terms will be the general contract conditions for any contract entered into as a result of the ITB and are incorporated therein and shall be fully binding upon the Bidder / Contractor.

INSTRUCTION 1: DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the Contract and General Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Bid Schedule* – Bid submittal package.
 - B. *Engineer* - The Engineer set forth in the Invitation to Bid or as otherwise designated in writing by the Town. If no other Engineer is designated, the Engineer shall be the Issuing Office.
 - C. *ITB* – The Invitation to Bid, all supporting documents included herewith, all Bidding Documents, and all properly issued Addenda.
 - D. *Issuing Office* – The office from which the Bidding Documents are to be issued. The Issuing Office is set forth in the Invitation to Bid above.
 - E. *Owner or Town* – The Town of Florence, Arizona.
 - F. *Project* - The Project set forth in the Project Description above.

INSTRUCTION 2: COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the Invitation to Bid above.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids. Neither Owner, Engineer, nor the Issuing Office assumes any responsibility for errors or misinterpretations resulting from the use of incomplete, modified or unofficial sets of Bidding Documents.
- 2.03 Owner, the Issuing Office and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

INSTRUCTION 3: QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 10 days of Owner's request, Bidder shall submit: (a) written evidence establishing its qualifications such as financial data, previous experience and a minimum of five (5) years performing this work, any present commitments; and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
 - B. Bidder's state or other contractor license number and good standing.
 - C. Evidence that each natural person submitting a Bid, including the officers, partners, members, and/or principals of the Bidder, to submit documentation of their lawful presence in the United States, pursuant to A.R.S. §§ 1-501 and 1-502.
 - D. Bidder must be a Prime Contractor in the major construction discipline governing this Project. An example of this would be a horizontal asphalt municipal street paving project located in an occupied residential neighborhood; the Bidder must be able to demonstrate verifiable experience in such work, including scope and magnitude, along with possession of an Arizona KA-class, A-14 or B-1 or CR-69 Contracting License in addition to any other required Arizona State licensure.
 - E. Bidder shall be capable of and shall self-perform a minimum of 51% of the total contract value of the work as required in this Project.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated shall disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Instruction 3 to submit information will prejudice the right of Town to seek additional information, as requested in the Town's sole discretion, regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Schedule requiring Bidder's representations and certifications.

INSTRUCTION 4:**BIDDER'S PRE-BID OBLIGATIONS AND REPRESENTATIONS**

4.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified, especially with respect to Technical Data in such reports and drawings;
- E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. Become aware of the general nature of the work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

4.02 Bidder represents and agrees that:

- A. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Instruction, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents; and
- B. Based on the information and observations referred to in the preceding Instruction 4.01, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the bid price and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

INSTRUCTION 5:**PRE-BID CONFERENCE**

5.01 A Pre-Bid conference will be held at the time and location stated in the above Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project. If the Invitation to Bid provides that the Pre-Bid Conference is mandatory, it is mandatory and failure to attend the Pre-Bid Conference may be a basis for disqualifying a Bidder and/or rejecting the Bidder's Bid. If the Pre-Bid Conference is not mandatory, Bidders are encouraged to attend and participate in the conference. Addenda as the Town's Project Manager considers necessary in response to questions arising at the conference from Bidders of Record shall be made available on the Town's website. Inquiries from non-Bidders of Record shall not receive responses. Oral statements may not be relied upon and will not be binding or legally effective.

INSTRUCTION 6:**INTERPRETATIONS AND ADDENDA**

6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted in writing as set forth in the Invitation to Bid above. Any interpretations, clarifications, or other/additional information considered necessary by Engineer and/or the Town in response to such questions, or otherwise, will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents.

6.02 Questions received after the Questions Due Date and Time set forth on the Invitation to Bid above may be answered at the sole discretion of the Town. Inquiries regarding this ITB directed to persons other than the Town's designated

representative may not be answered, and any answers received other than as set forth in this ITB will not be binding upon the Town for any purpose.

- 6.03 Only answers provided by written Addenda may be binding upon the Town. Oral and other interpretations or clarifications will be without legal effect. The Town shall not be held responsible if a Bidder fails to receive any addenda issued. The Town shall not be responsible for any oral representations or statements relating to the solicitation specifications made by any employee, agent or officer of the Town.
- 6.04 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.
- 6.05 Receipt of Addenda shall be acknowledged by signing and returning the form included herein with the ITB with the Bid by the specified Bid due date and time. Potential Bidders are responsible for obtaining all addenda relevant to this ITB via the Issuing Office or other means.
- 6.06 The Town of Florence shall not be bound to respond to Bid or Addenda inquiries from non-Bidders of Record or other third-parties.

INSTRUCTION 7: BID SECURITY

- 7.01 A Bid must be accompanied by Bid security made payable to Town in an amount of ten percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid Bond in statutory form (on the form included in the Bidding Documents) issued by a surety meeting the requirements of the General Conditions and applicable law.
- 7.02 The Bid security of the apparent Successful Bidder will be retained until Town awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten (10) days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Forfeiture will not preclude the Town from seeking any or all other remedies provided by law to recover losses sustained as a result of the Bidder's failure to enter into the Contract or to furnish the contract securities or insurance certificates and endorsements.
- 7.03 The Bid security of other Bidders that Town believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 7.04 Bid security of other Bidders that Town believes do not have a reasonable chance of receiving the award will be released within seven (7) days after the Bid Opening.

INSTRUCTION 8: SUBSTITUTE AND "OR-EQUAL" ITEMS

- 8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 8.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

INSTRUCTION 9: SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 9.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 9.02 The Bidders shall submit to the Town with its response to this ITB a complete listing of all Subcontractors the Bidder intends to use in the performance of the work specified in the ITB providing the information required in the Subcontractor List included in the ITB. No bid for work involving these classifications will be valid without the complete listing of both subcontractors and major material suppliers as listed in the ITB and the included form List of Subcontractors.

INSTRUCTION 10: PREPARATION OF BID

- 10.01 The Bid Schedule is included with the Bidding Documents.
- A. All blanks on the Bid Schedule shall be completed and signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Schedule. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Schedule expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 10.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 10.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 10.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 10.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 10.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Schedule. The joint venture's address for receiving notices shall be shown.
- 10.07 All names shall be typed or printed in ink below the signatures.
- 10.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Schedule.
- 10.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 10.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in Arizona and the Town Bidder's Arizona contractor license number and classification, and any other required business and/or tax licenses required by the Town shall also be shown on the Bid Schedule.
- 10.11 If price is a consideration and in case of error of prices in the Bid, the unit price shall govern. If there is a conflict between values or prices written-out in text and values or prices expressed in numbers, the text values for prices shall control.
- 10.12 No Bid shall be altered, amended, or withdrawn after the specified due date and time.
- 10.13 Periods of time, stated as a number of days, shall be calendar days.
- 10.14 It is the responsibility of all Bidders to examine the entire ITB package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Bid. Negligence in preparing a Bid confers no right of withdrawal after Bid due date and time.
- 10.15 The Town shall not reimburse the cost of developing or providing any response to this ITB and development and provision of any offer shall be at the respective Bidder's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

INSTRUCTION 11: BASIS OF BID

- 11.01 The Basis upon which Bids shall be calculated and submitted (Lump Sum/Fixed Price, Unit Price, and/or Allowances for specific items) are set forth in the ITB, including the Bid Schedule.
- 11.02 Lump Sum/Fixed Price
- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Schedule.
- 11.03 Unit Price
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Schedule.
 - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" provided in the ITB (usually the Bid Schedule) for the item and the corresponding

“Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Town for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

11.04 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with the General Conditions.

INSTRUCTION 12: SUBMITTAL OF BID

- 12.01 One (1) unbound original (to include wet ink signatures) and three (3) unbound copies of the Bid Schedule are to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Instruction 7.
- 12.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “**BID ENCLOSED.**” A mailed Bid shall be addressed to **Town of Florence, AZ, Town Clerk, 775 N. Main St., Florence, AZ 85132.**
- 12.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted, opened, or considered.
- 12.04 By signature on the Bid Schedule, the Bidder certifies that:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Bidder shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - C. The Bidder has not given or offered to give and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
 - D. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Bidder may be debarred.

INSTRUCTION 13: MODIFICATION AND WITHDRAWAL OF BID

- 13.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 13.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 13.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 13.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Town and promptly thereafter demonstrates to the reasonable satisfaction of Town that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder may, in the Town's sole discretion, be disqualified from further bidding on the Work.

INSTRUCTION 14: OPENING OF BIDS

- 14.01 Bids will be opened at the time and place indicated in the Invitation to Bid above and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids
- 14.02 All Bids will remain subject to acceptance for the period of time stated in the Bid Schedule and each Bidder agrees that it will hold open its offer for such period, but Town may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period. Unless otherwise specified in the ITB, all Bidders and their

Subcontractors shall hold their bids valid for a period of 90 days from the proposal due date stated on the Advertisement for Bids.

INSTRUCTION 15: EVALUATION OF BIDS

- 15.01 Town reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Town will reject the Bid of any Bidder that Town finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Town may reject the Bid as nonresponsive.
- 15.02 If Town awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 15.03 Evaluation of Bids:
- A. In evaluating Bids, Town will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Schedule or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Schedule. To determine the Bid prices for purposes of comparison, Town shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Schedule, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Town determines funds will be available at the time of award.
 - C. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Contract for liquidated damages for failing to achieve Substantial Completion, or such other amount that Town has designated in the Bid Schedule.
 - 1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion (in calendar days) times the rate for liquidated damages (in dollars per day).
 - 2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Schedule.
- 15.04 In evaluating whether a Bidder is responsible, Town will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 15.05 Town may conduct such investigations as Town deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 15.06 Any terms of the Bidder's submittal that conflict with the language and requirements of the Town's solicitation or that take exception to the terms, conditions, specifications and/or other requirements stated within this ITB, may cause the Bidder's submittal to be considered nonresponsive and rejected. Exceptions may be evaluated by the Town on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation

INSTRUCTION 16: AWARD AND SIGNING OF CONTRACT

- 16.01 Notwithstanding any other provision of this ITB, the Town expressly reserves the right, when determining whether to award a contract to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to the terms and conditions of the ITB, to:
- A. Waive any immaterial defect or informality; and/or
 - B. Reject any or all Bids, or portions thereof; and/or
 - C. Reissue an Invitation to Bid; and/or
 - D. Exercise any other rights available to the Town under the terms of the ITB, the Town Code, law, or equity.

16.02 When Town issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 10 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Town. Within ten days thereafter, Town shall deliver one fully executed counterpart of the Contract to Successful Bidder.

INSTRUCTION 17: ADDITIONAL PROVISIONS

17.01 Contract Applicability: The Bidder shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific ITB. All previous agreements, contracts, or other documents, which have been executed between the Bidder and the Town, are not applicable to this ITB or any resultant contract.

17.02 Gratuities: The Town may, by written notice to the Bidder, cancel the resultant contract if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bidder or any agent or representative of the Bidder, to any officer or employee of the Town with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the Town pursuant to this provision cancels the resultant contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible Town government customers, shall not be prohibited by this paragraph.

17.03 Public Record: All offers submitted in response to this ITB, whether or not accepted by the Town, shall become a matter of public record available for public inspection, subsequent to the award notification, in accordance with the Town's Procurement Policy and Arizona's Public Records laws.

17.04 Confidential Information: If a person believes that a bid, ITB, offer, specification, or protest contains information that should be withheld, a statement advising the Town of this fact shall accompany the submission and the information shall be identified. The information identified by the person as confidential shall not be disclosed until the Town makes a written determination.

17.05 Lobbying Prohibition: Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the Town, including but not limited to the Town Council, employees, and contractors engaged to assist in the solicitation, is prohibited.

A. This prohibition is imposed from the time of the first public notice of the solicitation until the Town cancels the solicitation, rejects all responses, awards a Contractor, and otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any Town Council meeting, study session or Town committee meeting.

B. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation or Town-initiated communications for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-bid conferences, clarification of responses, presentations if provided for in the solicitation, requests for Best and Final Proposals, contract negotiations, interviews, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to Finance/Procurement Department and may be a basis for rejecting a response or disbarment of the violator by the Town. Persons and/or entities violating this prohibition may be subject to a warning letter, rejection of their response, or disbarment by the Town, in the Town's discretion, depending on the nature of the violation.

CONTRACT FOR PROJECT

TOWN OF FLORENCE

CONTRACT FOR PROJECT Public Works Suppression System

THIS CONTRACT is made and entered into on the _____ day of _____, 20____, by and between Town of Florence, an Arizona municipal corporation, hereinafter called "**Town**" and the "**Contractor**" designated below:

Town and Contractor agree as follows:

ARTICLE 1 – PARTICIPANTS, PROJECT and SITE

TOWN: Town of Florence, Arizona
Project Manager: Tom Celaya
Telephone: (520) 868-7646
E-mail: tom.celaya@florenceaz.gov

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

ENGINEER/DESIGNER: Town of Florence
425 E Ruggles Street
Florence, AZ 85132
Representative: Tom Celaya
Telephone: (520) 868-7646
E-mail: tom.celaya@florenceaz.gov

PROJECT DESCRIPTION: The selected contractor will need to perform well assessment, via video, the well casing and determine if any further action is required, i.e. brush casing. The selected company will bid on well equipment, well condition assessment, well clean out, well development, and test pumping to be followed by a report and recommendation to provide and install new highly efficient pump with new motor, based upon the results of the well development and test pumping. The selected company will provide all labor and materials to address issues related to existing equipment, and/or new equipment following the well assessment, cleaning, and rehabilitation as well as any development and test pumping needed to validate well capacity.

PROJECT SITE: Public Works Building, 425 E Ruggles Street, Florence AZ 85132

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 *Contract Documents.* The Contract between Town and Contractor shall consist of the following:

Invitation to Bid	Acknowledgement of Agenda
Project Description / Scope of Work	List of Subcontractors
Bid Submittal Checklist	Statutory Bid Bond
Instructions to Bidders	Resolution of Board of Directors
Contract for Project	Non-Collusive Bidding Certification
General Conditions of Contract	W-9
Insurance Requirements	Participation in Boycott of Israel
Bid Schedule	Deviation / Compliance Certification
	Demonstrating Lawful Presence

In the event of a conflict of language between the documents, the provisions of the ITB shall govern. The ITB shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Bidder and Town are not applicable to this Contract or other resultant contracts.

2.2 *Definitions.* The definitions in Section 1 of the General Conditions apply to all the Contract Documents, including this Contract. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following: **Not applicable**

2.3 *Project Specific Conditions.* If there are any additional conditions that apply to this Project, they are set forth in the Special Provisions included in the ITB.

2.4 *Project Plans and Specifications.* **Not applicable**

ARTICLE 3 – DESIGN PHASE SERVICES

Please refer to scope of work.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 *General.*

4.1.1 Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.

4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 At all times relevant to this Contract and performance of the Work, the Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Town, the Project and the Contract, including, without limitation, those set forth in the General Conditions.

4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by Town pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4.1.5 Contractor will comply with all terms and conditions of the General Conditions.

4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.

4.1.7 *Ownership of Work Product.* Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Town. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and

in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to Town. The rights in this Section are exclusive to Town in perpetuity.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables.

4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.2.2 Any additional items which Contractor must deliver to Town prior to commencing the Work on this Project, if any, include the following: **Not Applicable**

4.3 Pre-Construction Conference. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 Control of the Project Site. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 Project Safety. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 Materials Quality, Substitutions and Shop Drawings. All materials necessary for construction of this project shall be provided by the Contractor as part of this Contract. All materials shall be new and unused, and otherwise designed for the intended use. Contractor shall submit any substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4.8 Project Record Documents. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

4.9 Warranty and Correction of Defective Work. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 5 – TOWN RESPONSIBILITIES

5.1 Town shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

5.2 Additional services to be provided or responsibilities assumed, by Town, if any, are listed below:

5.2.1 Materials Testing (to be coordinated with Contractor).

5.2.2 Residential Notifications and Property Access (to be coordinated with Contractor).

5.2.3 Emergency Services Coordination (Police/Fire ingress/egress, to be coordinated with Contractor).

5.3 Additional Information to be provided by Town, if any, is listed below: **Not Applicable**

ARTICLE 6 – PERIOD OF PERFORMANCE (THE “POP” OR “CONTRACT TIME”)

6.1 Period of Performance.

6.1.1 The Period of Performance shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth Section 6.4 below. The Notice to Proceed cannot be issued until after the approval and acceptance by Town of the Bid.

6.1.2 The Period of Performance shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Period of Performance.

6.1.3 Time is of the essence for this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule shall be deemed a material breach and be sufficient grounds for termination of this Contract by Town.

6.2 Project Schedule. The Project Schedule as set forth in the ITB and/or an Exhibit to this Contract shall be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.3 Substantial Completion. Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule, which is: See Section 6.4. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

6.4 Final Completion and Final Acceptance.

6.4.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is: **All work must be completed and ready for final payment on the 91st (Ninety First) day after issuance of the NTP.**

6.4.2 Final Completion shall be determined and Final Acceptance shall be issued pursuant to Section 6.4 of the General Conditions.

6.5 Liquidated Damages.

6.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, Town will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Town and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:

\$500.00 per calendar day.

6.5.2 Final Completion Liquidated Damages. For the same reasons set forth in Section 6.5.1 above, Town and Contractor further agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the actual date of Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion:

\$500.00 per calendar day.

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.5.1 and/or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply.

6.5.4 Town may deduct liquidated damages described in this Section 6.5 above from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to Town at the demand of Town, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

6.6.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to Town in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to Town by Contractor.

ARTICLE 7 - CONTRACT PRICE

7.1 Contact Price.

7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Town will pay Contractor the "Contract Price", which is \$_____.

7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

ARTICLE 8 – PAYMENT

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 9 – CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

11.1 Contractor shall provide Insurance as provided in the Insurance Requirement included in the ITB, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to Town prior to commencing any Work under this Contract.

11.2 Contractor shall provide performance and payment bonds to Town in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-610(A).

11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Town, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 12 – INDEMNIFICATION

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

TOWN OF FLORENCE:

CONTRACTOR:

By: _____
TARA WALTERS, MAYOR

By: _____

Its: _____

ATTEST:

Lisa Garcia, Town Clerk

REVIEWED AS TO FORM:

Clifford Mattice, Town Attorney

GENERAL CONDITIONS OF CONTRACT

These terms will be the General Conditions for any Contract entered into as a result of the ITB and are incorporated therein and shall be fully binding upon the Bidder/Contractor

SECTION 1 — SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction contracts entered into by the Town of Florence, unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of these General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Construction Manager at Risk (CM@Risk), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC).

SECTION 2 — GENERAL DEFINITIONS

2.1. The Definitions in the Invitation to Bid (ITB), the Request for Proposals (RFP), Request for Qualifications (RFQ) and/or the JOC Solicitation (JOC) giving rise to the Contract shall apply to these General Conditions and the Contract for the Project.

2.2. Change Order – A written instrument issued after execution of the Contract Documents signed by Town and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. The Contract Price and the Period of Performance (POP) may be changed only by Change Order.

2.3. Town (Owner) – Town of Florence Arizona, a municipal corporation, with whom Contractor has entered into the Contract and for whom the Services and/or Work are to be provided pursuant to the Contract(s).

2.4. Contract – The written agreement executed between Town and Contractor, including all of the Contract Documents.

2.5. Contract Documents – The documents which together form the Contract between Town and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Geotechnical Report, Drainage Report, Project Schedule, written and properly executed Change Orders, MAG Specifications and Town's amendments thereto, and any other documents so designated in the Contract.

2.6. Contract Price – The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Services or Work under the terms of the Contract.

2.7. Contractor – The person or corporation with whom Town has entered into an agreement for construction related work or services in relation to the Project at issue. As used in these General Conditions, the term Contractor includes CM@Risk and JOC under contract with Town to provide pre-construction and/or construction services.

2.8. Contractor Payment Request – The form that is accepted by Town and used by Contractor in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and/or Town. The AIA Document G702 is an acceptable example of such a form.

2.9. Construction Documents – The plans, specifications, and drawings, Geotechnical Report, Drainage Report, prepared and issued by the Design Professional and approved by Town for construction, meaning the documents are sealed by the Contractor (as required), acceptable for permitting and incorporated into the Contract by reference. All amendments and modifications to the Construction Documents must be approved in writing by Town prior to incorporation into the Contract.

2.10. Critical Path – Critical path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project shall not be changed without prior written approval of Town.

2.11. Day - Calendar day(s) unless otherwise specifically stated in the Contract Documents.

2.12. Float – The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to Town.

2.13. MAG Specifications – The latest revision of the latest edition (or the latest edition adopted by the Town) of the Uniform Standard Specifications for Public Works Construction published by MAG.

2.14. MAG Standard Details – The latest revision of the latest edition (or the latest edition adopted by the Town) of Uniform Standard Details as published by MAG.

2.15. Notice to Proceed (NTP) – A written notice given by Town to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Contract. The Notice to Proceed shall not be issued until the Contract Price is approved and accepted by Town.

2.16. Period of Performance (POP) - The number of days or the dates related to the applicable phase, Substantial Completion, and/or Final Completion as stated in Contract Documents. The Period of Performance (POP) is set forth in the Contract and is based upon the Project Schedule agreed to by Town in writing.

2.17. Project – The Project specified in the Contract (including a Job Order).

2.18. Project Manager – The Project Manager designated in Article 1 of the Contract, or any successor thereto designated by Town. The Project Manager has the authority to act on behalf of Town, as delineated and limited by the Contract Documents and applicable law. Town shall communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind Town or Town Council in contravention of any Town code, State or Federal statute or regulation, or these General Conditions.

2.19. Project Schedule – The schedule for the completion of the Project agreed to and/or required by Town and incorporated into the Contract.

2.20. Project Specific Conditions – Additional conditions which apply to the specific Project and/or Scope of Work which are set forth in the ITB.

2.21. Proposal – A Proposal submitted to the Town by a Contractor in response to an Invitation to Bid (ITB), Request for Qualifications (RFQ), a Request for Proposals (RFP) or other solicitation or request by the Town. Proposals may be Fixed Price, Guaranteed Maximum Price (GMP), Unit Price, or other form as required or requested by the Town.

2.22. Requests for Information (RFIs) – Formal written request from Contractor to Town and/or Contractor for the Project seeking clarification or additional information needed for Contractor to properly complete the Work and/or Services under the Contract. Town may require RFI's to be submitted on a specific form or in a specified format.

2.23. Schedule of Values (SOV) – The specified document prepared by Contractor, and approved and accepted by Town, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

2.24. Scope of Work (SOW) – The scope of work agreed to and/or required by Town and incorporated into the Contract as set forth in the ITB and/or an Exhibit to the Contract.

2.25. Statement of Warranty – Document stating items of the Project warrantied by the Contractor. This document shall list all tangible elements of the project to be warrantied and include time duration of warranty. This document shall be required upon Final Payment request.

2.26. Subconsultant – A person, firm or corporation having a Contract with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

2.27. Subcontractor – An individual or firm having a direct Contract with Contractor or any other individual or firm having a Contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction phase Work at the site for which Contractor is responsible. Subcontractors shall be selected through the Subcontractor selection process described in the Contract Documents, if any.

2.28. Total Float – Number of Days by which the pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

2.29. Work – The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

SECTION 3 — STANDARD SPECIFICATIONS AND DETAILS

3.1 Town operates under the latest revision of the MAG Specifications as amended by Town.

3.2 Town also operates under the MAG Standard Details, as amended by Town.

3.3 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona 85003. They may also be downloaded at their Web site: <http://www.azmag.gov> under “Publications.”

3.4 The MAG Specifications and Standard Details and Town’s amendments thereto are incorporated into the Contract.

SECTION 4 — CONTRACTOR’S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 General

4.1.1 Contractor shall construct the Work in accordance with the Contract Documents and as outlined in the Contract Documents to the satisfaction of Town, exercising the degree of professional care, skill, diligence, quality and judgment that a professional Contractor engaged, experienced and specializing in the construction of construction and/or facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to the Town would exercise at such time, under similar conditions. Contractor shall, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 Contractor shall comply with, and require all Subcontractors to comply with, the Arizona Contractors’ license laws, including all requirements with respect to being duly registered and licensed.

4.1.3 Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor warrants to Town that Contractor and all its subcontractors are in compliance and will comply with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Contractor acknowledges that a breach of this warranty by Contractor or any of its subcontractors is a material breach of this Contract subject to penalties up to and including termination of the Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of or any subcontractor who works on this Contract to ensure compliance with this warranty and may conduct random verification of the employment records of Contractor and any of its subcontractors to ensure compliance with this warranty. Town will not consider Contractor or any of its subcontractors in material breach of the foregoing warranty if Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the EVerify requirements prescribed by Arizona Revised Statutes § 23-214(A). The provisions of this Section must be included in any agreement Contractor enters into with its subcontractors who provide services under this 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. Breach of this warranty shall constitute a material breach of the contract and shall subject the Contractor to penalties including termination of the Contract at the sole discretion of the Town.

4.1.4 Contractor further understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor understands and Acknowledges that it must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees," and A.R.S. §§ 1-501 and 502.

4.2 Contractor’s Pre-Contract and Pre-Work Deliverables

4.2.1 Before beginning any Work under the Contract, Contractor shall execute the Contract and deliver to Town the items listed in Sections 4.2.3 and 4.2.4 below, and the Contract must be executed by Town. Failure to do so will be a material breach of the Contract entitling Town to terminate the Contract for Cause.

4.2.2 When Contractor delivers the executed Contract to Town, Contractor shall also deliver to Town such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by Town) required under Section 11 of these General Conditions, and as the Contract requires.

4.2.3 Government Approvals and Permits. Contractor shall obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the plans and in the specifications. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices. Copies of all permits and the associated notices must be provided to Town prior to starting the permitted activity.

4.2.4 Contractor shall provide a proposed Project Schedule, in Gantt Chart format and created with a bona-fide scheduling software product such as MS Project, as part of their Bid Submittal package. Failure to submit this document shall serve as grounds for disqualification from bidding. MS Excel-type spreadsheet chart submittals are not acceptable and will be rejected. The Gantt Chart shall include a CPM (Critical Path Method) element. This Gantt Chart shall be maintained and updated weekly by Contractor during construction and presented/submitted to the Project Manager at a weekly regularly-scheduled progress meeting to be held at a mutually agreeable location.

4.3 Pre-Construction Conference

4.3.1 Prior to the commencement of any Work, Town may schedule a Pre-Construction Conference.

4.3.2 Prior to the Pre-construction Conference, Contractor shall provide the Project Team with a Schedule of Values in a form specified by Town reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values shall not be greater than the Contract Price and shall identify Contractor's Contingency, if applicable. The Schedule of Values shall be reviewed at the Pre-Construction Conference and revised in response to comments and questions from Town. Once accepted by Town in writing, the Schedule of Values for the Project will not be changed without the prior written approval of Town.

4.4 Performance of the Work (including Field Measurements, Subcontractors, and Suppliers)

4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of Town or a separate Contractor, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Contract Documents.

4.4.2 Contractor's Superintendent shall be present at the Site at all times that material Work under this Contract is taking place. Contractor's Superintendent or designee shall be present at the Site at all times any other Work under this Contract is taking place. All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

4.4.3 Before ordering materials or doing work, Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Contract Documents, including the drawings.

4.4.4 If Contractor observes error, discrepancies or omissions in the Contract Documents, it shall promptly notify the Contractor and Town and request clarification. Contractor shall be liable to Town for damages resulting from error, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission or difference and fails to report it to Town, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, it does so at its own risk.

4.4.5 In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the Site all dimensions relating to such existing or other work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by Contractor without any increase in the Contract Price. Any design errors or omissions noted by Contractor during this review shall be reported promptly to Town.

4.4.6 Contractor shall be responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Town and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.7 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of Town. Any substitute or replacement Subcontractor or Supplier shall be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by Town, Contractor will follow that plan unless otherwise approved by Town in writing.

4.4.8 Contractor shall not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to Town, and receiving prior written approval of the change from Town, which approval will not be unreasonably withheld.

4.4.9 Subcontractors whose scope of work has a value greater than 15% of the total Contract Price may be required to furnish performance and payment bonds to Contractor if directed in writing by Town.

4.5 Control of the Project Site

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Town to occupy the Project or a portion of the Project for its intended use

4.5.2 Contractor shall take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of Town and in accordance with the requirements of the Pinal County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor shall be responsible to Town for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a Contract with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.6 Project Safety

4.6.1 Contractor is responsible for safety of the job site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the site.

4.6.2 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.3 Contractor shall provide a "competent person" as required by O.S.H.A regulations. The "competent person" shall be identified at the Pre-Construction Conference with Town advised in writing of any changes.

4.6.4 Contractor and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any Town specific safety requirements set forth in the Contract Documents, provided that such Town-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.5 As between Town and Contractor, Contractor is responsible to Town for any and all the safety issues relating to the Work on the Project. Contractor shall administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor shall monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards.

4.6.6 Contractor shall maintain and have sole responsibility for safety on the job site.

4.7 Materials Quality, Substitutions and Shop Drawings

4.7.1 Quality Control and Quality Assurance Testing. All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by Town. Any material rejected by Town shall be removed immediately and replaced in an acceptable manner to Town at no additional cost to Town. When QC/QA tests indicate noncompliance with the Contract Documents, retesting shall be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.2 Shop Drawings (Where applicable)

4.7.2.1 Contractor shall prepare and submit Shop Drawings which show details of all work to insure proper installation of the Work using those materials and equipment specified under the Approved Plans and Specifications.

4.7.2.2 A schedule of Shop Drawing submissions shall be submitted with the Project Schedule for Town approval that avoids bulk submissions to the extent reasonably possible. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications. The schedule of Shop Drawing submissions shall include all of the items for which Shop Drawings are required by the Contract Documents, including the Specifications.

4.7.2.3 Shop Drawings shall be numbered consecutively for each specification section and shall accurately and distinctly present the following:

- (a) All working and erection dimensions.
- (b) Arrangements and sectional views.
- (c) Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- (d) Kinds of materials and finishes.
- (e) Parts list and description thereof.

4.7.2.4 Contractor shall schedule, prepare and submit all shop drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the Project Site in a timely manner so as to not delay the complete performance of the work.

4.7.2.5 The review of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract. No construction called for by Shop Drawings shall be initiated until such drawings have been reviewed and approved by Town.

4.7.3 Long Lead Time Items. Contractor shall submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within ten (10) days after execution of the Contract. In addition, Contractor shall order all long lead items to be furnished and installed as part of this Project within (3) days after receiving approved Shop Drawings. For all long lead times for which shop drawings are not required, Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.8 Project Record Documents (Not applicable)

4.8.1 During the construction period, Contractor shall maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings (if applicable) for Project Record Document purposes.

4.8.2 Contractor shall mark these drawings to indicate the actual installation where the installation varies from the original Construction Documents. Contractor shall give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- (a) Dimensional changes to the Drawings.
- (b) Revisions to details shown on Drawings.
- (c) Locations and depths of underground utilities.
- (d) Revisions to routing of piping and conduits.
- (e) Actual equipment locations.
- (f) Changes made by Change Order or Addendum.
- (g) Details not on original Contract Drawings.

4.8.6 Contractor shall submit Project Record Drawing sets and Shop Drawings (if applicable) to Town or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from Town, Contractor shall correct any deficiencies and/or omissions to the drawings and submit the final "As-Built" original of the Project Record Drawings to Town

in both electronic PDF format as well as Architectural "D" sized paper plans (24" x 36"), prior to Final Acceptance and as a condition of Final Acceptance.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and shall be the sole judge of acceptance of these drawings.

4.9 Warranty and Correction of Defective Work

4.9.1 Contractor warrants to Town that the construction of the Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans and specifications and all other terms and conditions of the Contract Documents, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

4.9.2 The date of Substantial Completion shall be the beginning of the Warranty period, irrespective of early completion by some Subcontractors of their work. Contractor shall furnish extended warranties for facilities placed in service before Substantial Completion and that expire no earlier than one year beyond Substantial Completion, except as otherwise required in the Contract Documents.

4.9.3 Contractor's warranty obligation shall be in accordance with MAG Specifications.

4.9.4 In addition, unless otherwise specified in the Contract Documents, Contractor and Subcontractors shall provide to Town all of the following written warranties that apply to the Work, in a form acceptable to Town.

- (a) General Warranty — One (1) year.
- (b) Mechanical Contractor — Two (2) years.
- (c) Plumbing Contractor — Two (2) years.
- (d) Electrical Contractor — Two (2) years.
- (e) Roofing Contractor — Two (2) years.
- (f) Roofing Manufacturer — Ten (10) years.
- (g) Caulking — One (1) year.
- (h) Steel Joists, Certificate of Manufacture.
- (i) Exterior Metal Wall System — Five (5) years.
- (j) Painting — One (1) year.
- (k) Termite — Five (5) years.
- (l) Sheet Metal: Zinc coating thickness on hot-dipped galvanized.
- (m) Metals- One (1) year.
- (n) Acoustical Tile — Five (5) years.
- (o) Resilient Floor Covering — One (1) year.

4.9.5 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty which provides Town with greater warranty rights than set forth in this Section or the Contract Documents. Contractor will provide Town with all manufacturers' warranties prior to Final Acceptance.

4.9.6. A progress payment, or partial or entire use or occupancy of the Project by Town, shall not constitute acceptance of Work not in accordance with the Contract Documents.

4.9.9 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, Contractor shall obtain and provide to Town all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. Town and the user of the facility shall have the right to the full value and benefit of all such warranties. Contractor will ensure all such warranties are fully transferrable to facilitate the full value of this Section 4.9.

SECTION 5 — TOWN'S RESPONSIBILITIES

5.1 Town Project Manager. Project Manager is responsible for providing Town-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Contract Documents.

5.2 Contractor Services. Town may contract separately with one or more Contractors to provide construction administration of the Project. The Contractor's Contract, as well as other firms hired by Town shall be furnished to Contractor. Contractor shall not have the right to limit or restrict or reject any Contract modifications that are mutually acceptable to Town and Contractor.

5.3 Materials Testing. Town shall be responsible for all materials testing and associated costs. The Project Manager, or their designated representative, shall be the sole authority for authorizing and requesting testing or other observation services.

5.4 Residential Notifications and Private Property Access. Town shall be responsible for notification to local residents affected by access issues to their property during construction. The Contractor agrees to communicate and coordinate with Town in these efforts, and to make a best effort to minimize property ingress/egress issues during the course of construction.

5.5 Emergency Services Access Coordination. Town shall be responsible for notifying and coordinating access restrictions and other service-limiting issues for Police, Fire and EMS services. This item is of particular importance due to the Town Fire Department having its primary ingress/egress on 1st St. at Pinal St. The Contractor agrees to schedule and coordinate any and all construction activities and access restrictions with Town as it may impact or affect Police, Fire and EMS services.

SECTION 6 — Period of Performance (POP)

6.1 Period of Performance (POP).

6.1.1 The Period of Performance (POP) shall start with the Notice to Proceed (“NTP”) and end with Final Acceptance, as set forth in Section 6.4 below.

6.1.2 The Notice to Proceed shall be issued in accordance with MAG Specifications § 108.

6.1.3 The Period of Performance (POP) shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Period of Performance (POP).

6.1.4 Time is of the essence of this Contract, for the Project, for the Work, and for each phase and/or designated Milestone thereof.

6.2 Project Schedule.

6.2.1 The Project Schedule shall be updated and maintained throughout the Contract Time.

6.2.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time shall be effective unless approved in advance by Town.

6.2.3 An updated Project Schedule shall be submitted monthly to Town as part of the Payment Request. This requirement shall be independent of any other Project Schedule submittal requirements.

6.2.4 Contractor shall provide Town with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Contract Time.

6.2.5 Acceptance of a submitted schedule by Town should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of Contractor. Town’s review shall not relieve Contractor from compliance with the requirements of the Contract Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.6.2.6 Critical Path Method (CPM)

6.2.6.1 Unless otherwise specified in the Contract, the Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.6.2 The CPM diagram schedule shall be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram shall

be presented in a time scaled graphical format such as a Gantt Chart for the Project as a whole. MS Excel spreadsheets and the like shall not be an acceptable format or medium for conveying graphical schedule information.

6.2.7 Float Time

6.2.7.1 The total Float Time within the overall schedule is for the exclusive use of Town, but Town may approve Contractor's use of Float as needed to meet contract Milestones and the Project completion date.

6.2.7.2 Contractor shall not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

6.2.7.3 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional Compensation shall be given for any rain-related delays or impacts on the Work or the Project Schedule. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor.

6.3 Substantial Completion.

6.3.1 When Contractor considers that the Work, phase or a portion thereof, which Town agrees to accept separately, is substantially complete, Contractor, in conjunction with the Inspector, shall prepare and submit to the Project Manager a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment

6.3.2 Upon receipt Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Contract Documents so that Town can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager.

6.3.3 Certificate of Substantial Completion. The Project Manager shall not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for use by Town for its intended purpose, opening to the general public, full occupancy or use by Town (including, without limitation, streets, sidewalks, driveways, curb and gutter, drainage channels, fencing, pavement striping, and/or all areas serving the general public, as applicable, shall be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; site work complete; paving completed, signage installed, and/or other work as applicable, has been performed to a similar state of essential and satisfactory completion. In no event shall Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate governmental authorities (as applicable) and (ii) all terms and Work required under this Contract have been fulfilled by Contractor and same shall have also been approved an accepted by Town, subject only to the Punch List Items.

6.4 Final Acceptance and Final Completion.

6.4.1 Unless otherwise expressly agreed to in writing by Town, Final Completion must be obtained by no later than 30 calendar days after the date of Substantial Completion. Failure to timely obtain Final Completion will be a material breach of the Contract.

6.4.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, Town and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Certificate of Final Completion shall not be issued and Final Acceptance shall not occur until all items of work, including Punch List Items, have been completed to Town's satisfaction as reflected in the written Final Acceptance.

6.4.3 Final Payment under Section 8.4 below shall not be due, owing, or paid by Town until Final Completion is obtained.

SECTION 7 — CONTRACT PRICE

7.1 Fixed Price Contracts. The Contract Price for all Fixed Price Contracts shall be the amount set forth in the Contract.

7.2 Town Sales Tax. Contractor is required to pay Town Sales Tax on any contracting activity done for the Town, and this cost shall be included in all Contract Prices.

SECTION 8 — PAYMENT

8.1 Payment for Construction Services.

8.1.1 Subject to the terms of the Contract Documents, including this Section 8, payment for the Work will be made in accordance with MAG Specifications § 109 as amended below.

8.1.2 In MAG Specifications § 109.7 (A), replace the first paragraph of the subsection with the following:

Town will make monthly progress payments during the course of the Contract. The payments (estimates of work completed) will be prepared by Contractor on form provided by Town, and approved by Project Manager. The monthly payment cycle will start with the date of the Notice to Proceed. Town may process payments more frequently if requested by Contractor and agreed to in writing by Town.

8.1.3 Payments shall be made pursuant to A.R.S. § 34-221 and/or § 34-609, as applicable.

8.1.4 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-221(C)(3) and/or §34-609(B)(3), subject to all of Town's rights to withhold or offset payments, and/or other rights of Town, under the Contract.

8.1.5 Town reserves the right under A.R.S. § 34-221(C)(3) and/or § 34-609(B)(3) to reinstate the ten percent (10%) retention if Town determines that satisfactory progress is not being made.

8.2 Final Payment. Subject to all of Town's rights to withhold or offset payment, and other rights under the Contract, Final Payment including remaining retainage shall be paid only after: (i) the Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by Town; (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings (including the Building Information Model, if required by the Contract Documents), plans and specifications have been delivered to Town; (iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor and Town; (iv) all conditions and requirements imposed by Town or any financing entity for the corresponding disbursement have been met; (v) Contractor supplied Statement of Warranty; and (vi) Contractor delivers to Town a Contractor Payment Request Form requesting Final Payment.

8.3 Town's Right to Withhold Payment. Town may withhold payment to such extent as may be necessary in Town's opinion to protect Town from loss for which Contractor is responsible, including, without limitation:

- i. Defective Work not remedied;
- ii. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Town is provided by Contractor;
- iii. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- iv. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- v. Damage to the Town or another Contractor;
- vi. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- vii. Persistent failure to carry out the Work in accordance with the Contract Documents.

8.4 Joint/Direct Checks. Payments to Contractor shall be made by checks payable directly to Contractor or their Surety Bond Company only.

8.5 Payment Not A Waiver. No payment (nor use or occupancy of the Project by the Town) shall be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of Town.

8.6 Liens and Bond Claims. Contractor shall make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and shall promptly furnish evidence of such payments as Town may require. Contractor shall pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of Town, or against payments due from Town to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of Town, against payment due from Town to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless Town from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.7 Financial Record-Keeping and Town's Audit Right.

8.7.1 Records for all Contracts between Town and Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Town or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after Final Payment or longer if required by law.

8.7.2 Town, its authorized representative, and/or the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at Town's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 — CHANGES TO THE CONTRACT

9.1 Extra Work/Changes in the Work.

9.1.1 Town reserves the right to make such changes in the plans and specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated herein.

9.1.2 Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by Town, has been executed by Town prior to starting the additional work.

9.1.3 Any agreement which modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

9.2 Accuracy of Change Order Pricing Information. Signature by the contracting parties shall constitute full accord and satisfaction between Town and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order or other modification of the Contract agreed to in writing.

SECTION 10 — SUSPENSION AND TERMINATION

10.1 Suspension. Town may suspend the Contract and/or Contractor's performance in accordance with MAG Specifications § 105.1.

10.2 Termination by the Town for Cause.

10.2.1 MAG Specifications § 108.11 applies to the Contract.

10.2.2 Town may also terminate the Contract if Town determines, in its sole discretion, that Contractor has:

- (a) Refused or failed to supply enough properly skilled workers or proper materials;
- (b) Failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;
- (c) Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- (d) Otherwise breached a provision of the Contract Documents or any other contract between Town and Contractor.

10.2.3 When any of the above reasons exist, Town may terminate the Contract, without prejudice to any other rights or remedies of Town, after giving Contractor and Contractors' surety, if any, seven (7) days' prior written notice of Town's intent to terminate the Contract and Contractor's failure to cure any such reasons. Upon such termination, Town may: (1) take possession of the Site and of all materials thereon owned by Contractor; and/or (2) finish the Work by whatever reasonable method Town may deem expedient. When Town terminates the Contract for one of the reasons state above, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price, excluding any remaining Contingency existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by Town, such excess shall be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor shall pay the difference to Town. This obligation for payment shall survive termination of the Contract.

10.3 Termination by Town for Convenience. Town may also terminate the Contract at any time for its convenience upon seven (7) days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, Town shall pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from Town to Contractor.

10.4 A.R.S. § 38-511. The Contract is subject to, and may be terminated by Town in accordance with, the provisions of A.R.S. § 38-511.

10.5 Non-Appropriation. Town is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If Town determines that it does not have funds to meet its obligations under the Contract, Town shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

10.6 Under no circumstances shall Town have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

SECTION 11 — INSURANCE AND BONDS

11.1 Insurance Requirements.

11.1.1 Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in the Town's Insurance Requirements, as modified by any applicable Special Provisions, of the Contract.

11.1.2 Town may, in the Contract Documents, designate additional insured(s) along with Town (and their respective employees, members, representatives, agents and affiliates) on all required insurance policies, and all coverage applicable to Town under this Section 11.1 and the Insurance Requirements in the Town's Insurance Requirements shall apply to such designated additional insured(s) as well.

11.2.3 Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.

11.1.4 Subcontractors. Contractor's certificate(s) shall include all Subcontractors as additional insureds under its policies or Contractor shall furnish to Town separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements set forth in the Contract Documents, including the Town Insurance Requirements.

11.2 Bonds and Other Performance Security.

11.2.1 Prior to execution of the Contract, Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.2.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds.

11.2.3 The bonds shall be made payable and be acceptable to Town. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, *et seq.*

11.2.4 All bonds submitted for this Project shall be provided by a company which has been rated AM Best rating of A or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)' published by the A.M. Best Company.

11.2.5 Personal or individual bonds are not acceptable.

SECTION 12 - INDEMNIFICATION

12.1 To the fullest extent permitted by law, Contractor, its successors and assigns shall defend, indemnify and hold harmless the Town and its agents, representatives, officers, directors, officials and employees from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. Contractors' duty to defend, indemnify and hold harmless Town and its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

12.2 Contractor shall also defend, indemnify and hold harmless Town, the Contractor, any jurisdiction or agency issuing permits for any work involved in the Project and their consultants and each of their directors, officials, representatives, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorney's fees and other costs including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

12.3 The indemnified party shall have the right to approve the legal counsel selected by Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

12.4 The defense, indemnification, hold harmless provisions and Town's Liability Insurance set forth herein shall survive any termination of the Contract.

SECTION 13 — DISPUTE RESOLUTION

13.1 Informal Dispute Resolution. The parties to the Contract agree that time is of the essence in relation to performance of the Contract and completion of the Project, therefore any and all disputes in relation to the Contract will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

13.2 Dispute Resolution Representative (DRR) Process.

13.2.1 The Parties under the Contract agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project (Claim or Claims) shall, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

13.2.2 The DRR Process shall be initiated through service of a DRR Notice as set forth below:

(a) for claims by the Contractor or the Design Professional, the DRR Process shall be initiated by the party asserting the claim serving written notice on the Town setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project; (iii) the specific relief requested, the amount thereof, and how such was calculated; (iv) the parties involved in the Claim, and how they are involved; (v) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and (v) efforts made to date to resolve the Claim.

(b) For claims by the Town, the DRR process will be initiated by the Town providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested.

(c) The DRR Notice shall be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

13.2.3 The other parties shall respond in writing to the DRR Notice (DRR Response) within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response shall be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

13.2.4 The designated Dispute Resolution Representatives for the Parties to the claim shall then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

13.2.5 At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

13.2.6 The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

13.2.7 Unless otherwise designated in a written notice to the other parties, the Project Manager and the representatives of the Contractor and of the Design Professional shall act as the parties' designated Dispute Resolution Representatives.

13.2.8 If a resolution of the Claim is reached, that resolution shall be set forth in writing and shall be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

13.3 Mediation.

13.3.1 Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under 13.2.4 above, or after the DRR is terminated pursuant to 13.2.5 above, whichever is earlier, shall be submitted to mediation as a condition precedent to litigation by either party.

13.3.2 The mediation shall be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Pinal County Superior Court to appoint a mediator. The mediation shall occur within forty (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

13.3.3 The qualifications for the mediator shall be that they be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

13.3.4 Each party shall provide to the other party and the mediator all of the information and documentation required under 13.2.2 and 13.2.3 above, together with any additional information and documentation which the party believes relevant. In addition, the parties shall exchange, and provide to the mediator such additional memoranda,

information and/or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

13.3.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Florence, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction thereof.

13.4 Arbitration.

13.4.1 If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then current Construction Industry Arbitration Rules of the AAA, but not administrated or conducted by the AAA, which arbitration shall be held in Pinal County, Arizona, utilizing a single arbitrator selected by the parties, unless the parties agree, in writing, to an alternative arbitration procedure.

13.4.2 If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed and the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the Arbitrator, and thereafter the arbitration shall be administered by the AAA.

13.4.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction related practice, and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

13.4.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

13.4.5 In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than exchange of documents, designation of witnesses and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims), and no more than 3 depositions and 1 expert per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

13.4.6 The prevailing party in any arbitration or court proceeding under this Contract shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

13.4.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

13.4.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

13.4.10 Any award by the arbitrator shall not include any consequential or punitive damages.

13.4.11 The award entered by the arbitrator shall be a reasoned award.

13.4.12 The award entered by the arbitrator shall be final and judgment may be entered thereon in the Arizona Superior Court.

SECTION 14 — MISCELLANEOUS PROVISIONS

14.1 Assignment. Neither Contractor nor Town shall, without the written consent of the other assign, transfer or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

14.2 Governing Law and Venue. In the performance of the Contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, Pinal County, and the Town, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county or local laws applicable to the Contract. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Pinal County, Arizona and both parties consent to jurisdiction and venue in such court for such purposes.

14.3 Survival. All warranties, representations and indemnifications by Contractor shall survive the completion or termination of this Agreement.

14.4 No Waiver. The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.5 Project Communications.

14.5.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract.

14.5.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative, but e-mail communications are not binding upon Town and cannot change the terms of the Contract or the scope of work, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

INSURANCE REQUIREMENTS

1. **Contractor's Obligation:** Contractor shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Contractor and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. **General Liability Coverage:** Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.
3. **Coverage Amounts:** Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Employer's Liability	\$500,000-\$1,000,000
Contractors General Liability	
a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Excess or Umbrella Liability	
1.) General Aggregate per job	\$3,000,000
Per policy year	\$5,000,000
2.) Each Occurrence per job	\$3,000,000
Per policy year	\$5,000,000
Automobile Liability	
a. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
c. Combined Single Limit	\$1,000,000
Contractual Liability	
a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
b. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Workman's Compensation	
a. Bodily Injury by Accident each accident	\$1,000,000
b. Bodily Injury by Disease each employee	\$1,000,000
c. Bodily Injury by Disease policy limit	\$1,000,000

4. Additional Provisions:

- A. **Additional Insured:** Contractor shall name the Town of Florence as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate(s) of Insurance.
- B. **Cancellation Notice of Material Change of Coverage:** Contractors' required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the Town of Florence.
- C. **Certificate(s) of Insurance:** Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by the Town. Contractor is responsible for obtaining Certificates of Insurance establishing that Contractor and all subcontractors have complied with insurance requirements

previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.

- D. Rating of Insurance Company(ies): Any and all insurance company(ies) supplying coverage to Contractor must have no less than an "A" rating in accordance with the A.M. Best rating guide.
- E. Deductible: Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- F. Rental Equipment: In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. Personal Property: In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.
- H. Waiver of Subrogation: Town and Contractor waive all rights against each other and Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.
- I. Right to Require Higher Limits: Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.
- J. Waiver of Requirements: The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the Town.

BID SCHEDULE

TOWN OF FLORENCE CONTRACT FOR PROJECT Public Works Fire Suppression System

THIS BID IS SUBMITTED BY:

a(n) _____ (Corporation, Limited Liability Company, Partnership, Joint Venture, Sole Proprietorship, Individual), holder of an Arizona Registrar of Contractor's license: ROC# _____, classification _____

NAME

TITLE

DATE

(Failure to fill in the information above, regarding the Bidder being a holder of Arizona State Contractor's License is grounds for rejection of the bid.)

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts:

STATUTORY BID BOND

STATUTORY BID BOND PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1 OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereafter "Principal"),
as Principal, and _____, a corporation organized and existing under the
laws of the State of _____, with its principal offices in the City of _____,
(hereafter "Surety"), as Surety, are held and firmly bound unto the
_____ (hereafter "Obligee"), in
the amount of _____ (Dollars)
(\$ _____), for the payment whereof, the said Principal and Surety bind themselves,
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 20_____.

SEAL

PRINCIPAL

BY: _____
SURETY

BY: _____
AGENCY OF RECORD

RESOLUTION OF BOARD OF DIRECTORS

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS OF

(Name of Corporation)

RESOLVED that _____, _____ of
(Person Authorized to Sign) (Title)

_____ ("Corporation") is authorized to sign and submit the bid
or proposal of this corporation for the following project:

TOWN OF FLORENCE: Well #2B Outfitting (WU-23)

The foregoing is a true and correct copy of the resolution adopted by the Corporation at the meeting of its Board of Directors

held on the _____ day of _____, 20_____.

By _____

Title _____

(SEAL)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments.

You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

DEVIATION / COMPLIANCE CERTIFICATION

If the undersigned Bidder intends to deviate from the Requirements for Proposers, Special Conditions, or any other Contract Document made a part of this solicitation, all such deviations shall be listed on this certificate form, with complete detailed conditions and information included or attached. The Town may consider any deviations in its review, scoring and award decisions, and the Town reserves the right to accept or reject any proposal, offer, or bid based upon any deviations indicated or in any attachments hereto.

In the absence of any deviation entry on this form, the Bidder agrees, certifies, and warrants the Town of their full compliance with the Requirements for Proposers, Special Conditions, or any other Contract Document, and all other information contained in this solicitation.

Please list any deviations from the solicitation document below (attach additional sheets as needed.)

By signing below, I agree, certify, and warrant that the offer / proposal I am submitting _____ does _____ does not (check one) deviate from the Requirements for Proposers, Special Conditions, or any other Contract Document listed in this document. If deviating from the specifications of the solicitation, all such deviations are listed on the form, with complete detailed conditions and information included or attached. Any attachments to this form are identified as a continuation of the deviations to this solicitation.

Printed Name

Signature

Date

THIS PAGE MUST BE RETURNED WITH THE OFFER / PROPOSAL

PARTICIPATION IN BOYCOTT OF ISRAEL

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the Town of Florence from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the Town in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means the Town of Florence("Town"), a political subdivision of this STATE or an agency, board, commission or department of this Town or a political subdivision of this Town
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors/vendors must select one of the following and thereby certify that:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this certification, proposer agrees to indemnify and hold the Town of Florence, its agents and employees, harmless from any claims or causes of action relating to the Town's action based upon reliance on the above representations, including the payment of all costs and attorney's fees incurred by the Town in defending such an action.

Company Name		
Address		
City	State	Zip

Signature of Authorized Person
Printed Name of Authorized Person
Title of Authorized Person

DEMONSTRATING LAWFUL PRESENCE

Town of Florence
P.O. Box 2670 Florence, AZ 85132
(520) 868-7500
Demonstrating Lawful Presence

Bids, Proposals or Qualifications

Arizona Revised Statutes 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits". Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefits to submit at least one of the following documents demonstrating "lawful presence" in the United States.
 The Principal of each group, consultant, or organization will complete this form.

Check the box next to the document indicating lawful presence.

	An Arizona driver license issued after 1996 or an Arizona non-operating identification license
	A driver license issued by a state that verifies lawful presence in the United States. (See Overview of State's Driver's License Requirements)
	A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
	A United States certificate of birth abroad.
	A United States passport.
	A foreign passport with a United States visa.
	An I-94 form with a photograph.
	A United States citizenship and immigration services employment authorization document or refugee travel document.
	A United States certificate of naturalization.
	A United States certificate of citizenship.
	A tribal certificate of Indian blood.
	A tribal or Bureau of Indian affairs affidavit of birth.

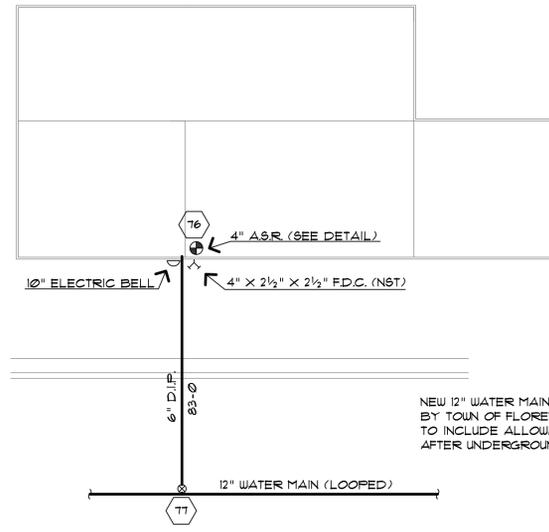
****Attach copy of document to this sheet.**

 Signature of Applicant

 Date

 Signature of Municipal Employee

 Date

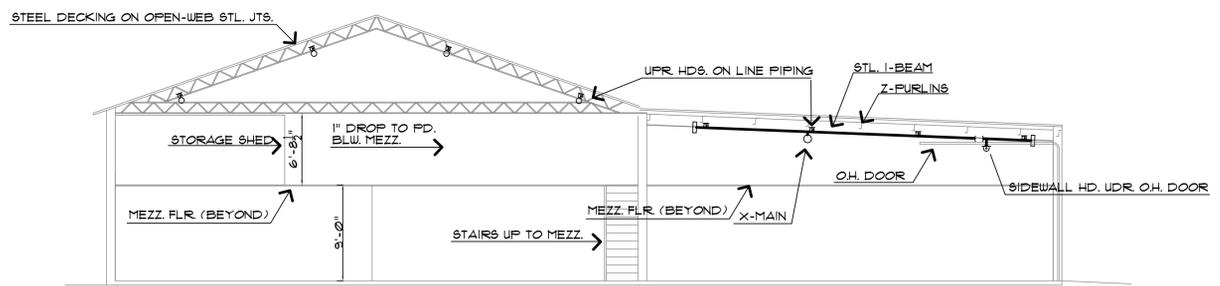


**FIRE SPRINKLER PIPING PLAN
SITE PLAN**

SCALE: 1" = 30'



NOTE:
THE FIRELINE IS SHOWN FOR HYDRAULIC REFERENCE ONLY AND IS NOT INTENDED FOR INSTALLATION. SEE THE CIVIL DRAWINGS FOR SPECIFIC INSTALLATION REQUIREMENTS AND MATERIAL DATA.



CROSS SECTION

SCALE: 1/8" = 1'-0"

GENERAL NOTES:

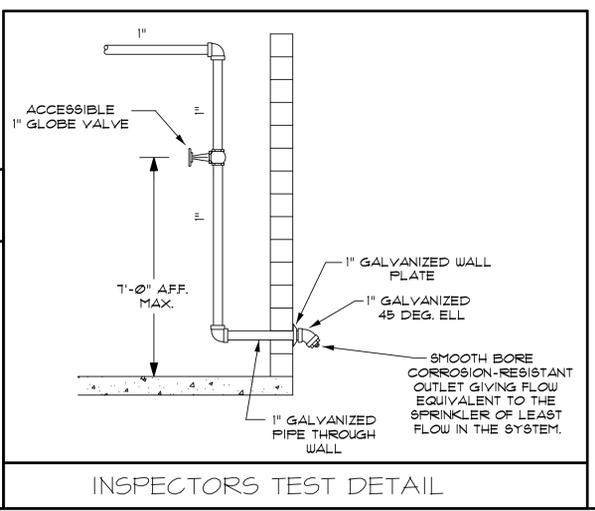
1. SYSTEM DESIGN, MATERIAL, AND INSTALLATION SHALL BE PER NFPA 13 (2016), AND TOWN OF FLORENCE FIRE CODES.
2. THREADED PIPE SHALL BE EDDYTHREAD OR EQUAL BLACK STEEL. ROLL GROOVED PIPE SHALL BE EDDYFLOW OR EQUAL BLACK STEEL. CAST IRON FITTINGS SHALL BE LISTED BY U.L. FOR USE IN FIRE PROTECTION, AND A WORKING PRESSURE OF 175 P.S.I. GROOVED FITTINGS, GROOVED COUPLINGS, MECHANICAL TEES, SHALL BE LISTED BY U.L. FOR USE IN FIRE PROTECTION.
3. ALL RELATED ELECTRICAL WORK SHALL BE PERFORMED BY OTHERS.
4. ALL PIPE PENETRATIONS THROUGH BRICK/MASONRY WALLS SHALL BE PATCHED AND SEALED WITH APPROVED SEALANT.
5. HYDRAULIC CALCULATION DECAL(S) SHALL BE ATTACHED TO THE FIRE SPRINKLER RISER.
6. ALL PIPE DIMENSIONS ARE CENTER TO CENTER UNLESS NOTED OTHERWISE.
7. SPARE HEAD CABINET(S), SPARE SPRINKLER HEADS PER NFPA 13, SPRINKLER WRENCH, AND NFPA 125 SHALL BE LOCATED AT THE RISER LOCATION.
8. ALL VALVES SHALL HAVE A PERMANENTLY AFFIXED SIGN INDICATING ITS FUNCTION.
9. ALL SYSTEM PIPING SHALL BE HYDROSTATICALLY TESTED AT 200 P.S.I. FOR 2 HOURS OR 50 P.S.I. ABOVE THE SYSTEM'S NORMAL WORKING PRESSURE, WHICHEVER IS GREATER. PRESSURE AND ACCEPTANCE TESTS SHALL BE PERFORMED BY THE SPRINKLER CONTRACTOR AND APPROVED BY TOWN OF FLORENCE.
10. DURING INSTALLATION OF THE FIRE SPRINKLER SYSTEM, AN APPROVED SET OF PLANS MUST BE ON SITE AT ALL TIMES.
11. THIRD PARTY MONITORING REQUIRED (BY OTHERS).

FLOW TEST SUMMARY

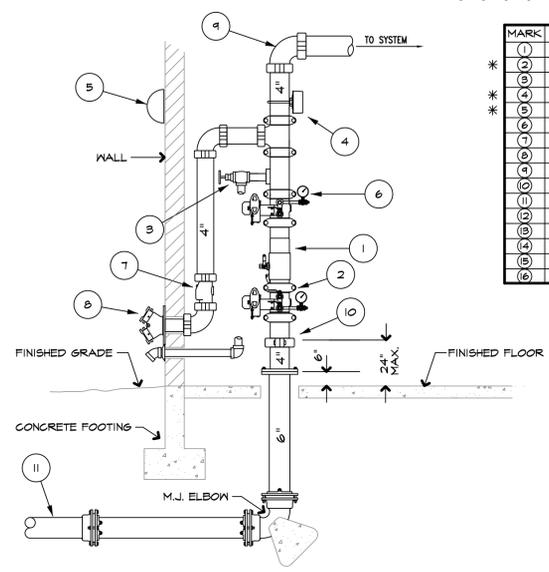
STATIC PSI	62
RESIDUAL PSI	61
PITOT PSI	52
ORIFICE DIAMETER	2 1/2"
COEFFICIENT OF DISCHARGE	0.9
GPM	1210
DATE:	8/22/18
LOCATION:	PHOENIX ST. & RUGGLES
CONDUCTED BY:	JOHN MULL
WITNESSED BY:	TOWN OF FLORENCE

FLOW TEST UTILIZED

STATIC PSI	55
RESIDUAL PSI	54
PITOT PSI	52
ORIFICE DIAMETER	2 1/2"
COEFFICIENT OF DISCHARGE	0.9
GPM	1210
ALLOWS FOR 10% SAFETY FACTOR	



INSPECTORS TEST DETAIL



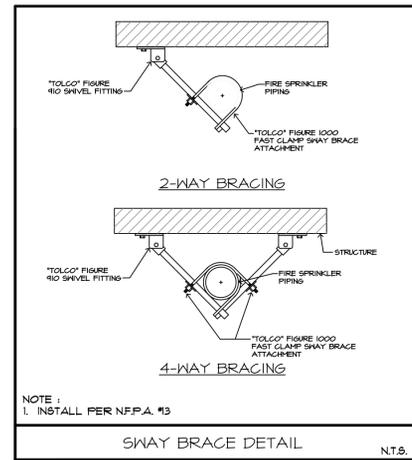
FIRE SPRINKLER RISER DETAIL

N.T.S.

RISER EQUIPMENT KEY NOTES

MARK	QUANTITY	ITEM DESCRIPTION
(1)	-	4" GROOVED DOUBLE CHECK BACKFLOW ASSEMBLY
(2)	1	4" GRV. BUTTERFLY VALVE W/ TAMPER SWITCH
(3)	1	2" MAIN DRAIN VA.
(4)	1	FLOW SWITCH
(5)	1	10" ELECTRIC BELL, WIRED BY OTHERS
(6)	2	WATER GAUGES
(7)	1	4" GROOVED CHECK VALVE
(8)	1	4"X3-1/2"X2-1/2" F.D.C. (N.S.T.)
(9)	1	GROOVED 90° ELBOW
(10)	1	4" FLEXIBLE GROOVED COUPLING
(11)	1	FIRE PROTECTION SUPPLY (REFER TO SITE PLAN)

*(WIRED BY ELECT. CONTRACTOR)
NOTES:
1. FIRE SPRINKLER SYSTEM TO BE MONITORED BY A U.L. OR F.M. LISTED CENTRAL STATION.
2. INSTALL DESIGN FLAGCARD(S) ON RISER PER NFPA-13 AND APPROVED BY F.M.



SWAY BRACE DETAIL

N.T.S.

LEGEND

- INDICATES 4-WAY SWAY BRACE
- INDICATES 2-WAY SWAY BRACE
- INDICATES HANGER LOCATION
- INDICATES TRAPEZOID HANGER LOCATION
- INDICATES HYDRAULIC CALCULATION NODE
- T.O.R. TOP OF RISER
- B.O.R. BOTTOM OF RISER
- A.S.R. AUTOMATIC SPRINKLER RISER
- A.F.F. ABOVE FINISH FLOOR
- A.F.G. ABOVE FINISH GRADE
- C.H. CEILING HEIGHT AFF.
- R.N. RISER NIPPLE
- T.P. TYPICAL
- D.D. DROP DOWN
- R.U. RISE UP

PROJECT DATA:

BUILDING FLOOR AREA: 12,740 SQ. FT.
MEZZANINE LEVEL AREA: 3,071 SQ. FT.
EXTERIOR COVERED AREA: 3,183 SQ. FT.
TOTAL SQUARE FEET = 19,000 SQ. FT. +-
OCCUPANCIES/HAZARDS PER NFPA 13 (2016):
REPAIR GARAGE = ORDINARY GROUP II
20/1500 SQ. FT. PER FIG. 112.3.11 & A5.3.2
REMOTE AREA INCREASED 30% FOR SLOPED CEILING PER 112.3.2.4 WHERE REQUIRED

MISCELLANEOUS STORAGE OF CLASS I-IV COMMODITIES AT MAX. STORAGE HT. = 12' = ORDINARY GROUP II PER TABLE 13.2.1
20/1500 SQ. FT. PER FIG. 112.3.11 & A5.3.2
REMOTE AREA INCREASED 30% FOR SLOPED CEILING PER 112.3.2.4 WHERE REQUIRED
MISCELLANEOUS TIRE STORAGE AT MAX. STORAGE HT. = 12 FEET = EXTRA HAZARD GROUP I PER 3.9.4.4 & TABLE 13.2.1
30/1576 SQ. FT. PER FIG. 112.3.11
CALCULATED AREA EXTENDED TO 15' AROUND PERIMETER OF TIRE STORAGE PER 11.2 (1)
OFFICE & RESTROOM AREAS = LIGHT HAZARD

OWNER: TOWN OF FLORENCE
175 N. MAIN STREET
FLORENCE, ARIZONA 85132

THESE FIRE SPRINKLER DRAWINGS HAVE BEEN REVIEWED BY:
John A. Mull 8/30/18
JOHN A. MULL JR.
SPRINKLER ENGINEERING TECHNICIAN
NICET LEVEL IV
CERTIFICATE NO. 072059
EXPIRATION DATE: 8/1/2020

MULL SPRINKLER CO., INC.
P.O. Box 895
Queen Creek, AZ 85172
Phone (480) 987-0525
Fax (480) 987-3327
Contractor Lic. # 1113301

TOWN OF FLORENCE
PUBLIC WORKS/ENGINEERING BUILDING
425 E. RUGGLES AVE
FLORENCE, ARIZONA 85232

Project: Fire Protection Plan
SITE PLAN

Date: 8/30/18
Job Number: 5427
Drawn by: JM
Checked by:

Sheet No. FP1
of 2

Town of Florence
PUBLIC NOTICE
Public Works Fire Suppression System
425 E. Ruggles Street, Florence AZ 85142

The Town of Florence is looking to obtain bids from qualified contractors.

Scope of Work

The Town is in need of a contractor to perform the installation of a Fire Suppression System. The construction documents have been previously reviewed and approved by the Town's Fire Department Fire Prevention Division, John Kemp. The Fire suppression system will be installed within the Town's Public Works Building located at 425 E. Ruggles, Florence Arizona 85132. Project bids will be based on a lump sum bid.

To obtain the complete Bid Package, please go to the Town's website @ florenceaz.gov

Bid Schedule

Posted to Town Website:	Wednesday October 31, 2018
Mandatory Job Walk:	Thursday, November 8, 8:00am, 2018
Questions due:	Thursday, November 15, 2:00pm, 2018
Answer Addendum posted:	Tuesday, November 20, 2018
Bids Proposals Due:	Thursday, November 29, 2:00pm, 2018

Proposals

To be considered, one (1) original and two (2) copies of the proposal must be provided and in accordance with the Instructions to Bidders included in the bid package.

Sealed bids will be received in the office of the Town Clerk, Florence Town Hall, 775 North Main Street until 2:00 p.m. on Thursday, November 29, 2018, at which time all bids received will be opened and the amount of the total bid and alternates read aloud. Failure of the proposer to complete all bid documents may result in rejection of the proposal. All bids should be identified as "Sealed Proposal – PW Fire Suppression System."

For additional information on plan and spec review locations and how to obtain plans and specifications, as well as additional bidding procedures please **e-mail:**
susan.jonas@florenceaz.gov.

The Town of Florence reserves the right to accept the lowest, responsible bid; to consider alternatives; to reject any or all bids; and to waive irregularities of information in any bid. Bids received after the specified time of closing will be returned unopened.

PRINTERS

INVOICE

PUBLISHERS

200 West Second Street
Casa Grande, Arizona 85122



Florence REMINDER & BLADE-TRIBUNE

Ruth A. Kramer, President

Phone (520) 836-7461
Fax (520) 836-0343

TOWN OF FLORENCE
SUSAN JONAS
PO BOX 2670
FLORENCE, AZ 85132

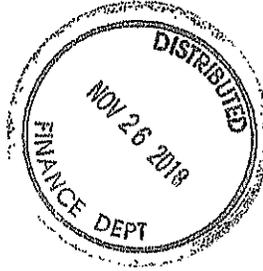
NOVEMBER 15, 2018
OUR ORDER NO. 3017
CUSTOMER ORDER NO.

EQUIPMENT TO DO FINE PRINTING - CRAFTSMEN WHO DO IT
DESCRIPTION

PRICE

PUBLIC NOTICE PUBLICATION:

PUBLIC NOTICE / FIRE SUPPRESSION SYSTEM



PUBLISHED TWO (2) TIMES
7.25 INCHES PER PUBLICATION

7.25 INCHES @ \$5.76 PER INCH
7.25 INCHES @ \$5.24 PER INCH

Inspected with same reasonable care, skill, and diligence that represents a standard of care in similar circumstances and
Standard of Care for Inspection
-Have learning and skill in similar locality and circumstances
-Use care and skill in similar locality and circumstances
-Use reasonable diligence and best judgment
-To accomplish purpose for which requisition was intended

\$	41.76
\$	37.99
\$	79.75
TAX 2%	\$ 1.60
TOTAL	\$ 81.35

BJG

PLEASE RETURN THIS
INVOICE WITH REMITTANCE
THANK YOU

Received by: Susan Jonas
Inspected with same reasonable care, skill, and diligence that represents a standard of care in similar circumstances.
Standard of Care for Inspection
-Have learning and skill in similar locality and circumstances
-Use care and skill in similar locality and circumstances
-Use reasonable diligence and best judgment
-To accomplish purpose for which requisition was intended

MANDATORY JOB SITE WALK - SIGN IN SHEET

PROJECT: Public Works Fire Suppression System

DATE: 11/8/2018

FACILITATOR: Tom Celaya

Addendum #1

TIME:

8:00 AM

LOCATION: PW 425 E Ruggles Street

Please print clearly - thank you.

	Last Name	First Name	Company	Email	Cell Phone
1	SARRETT	Rich	315 FIRE PROTECTIVE	ADMIN@315RPS.COM	480-323-0952
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					



Town of Florence
Public Works Department
444 N. Warner Street
Florence, AZ 85132
(520) 868-7614
www.florenceaz.gov

Addendum #2
Public Works Fire Suppression System

November 9, 2018

Due to poor turnout for the mandatory pre-bid, the Town has decided to remove the word mandatory. The Town would still prefer bidders to walk the site before submitting bids. The Project Manager, Tom Celeya, is available by appointment to walk anyone interested in bidding. The walk through is not mandatory, just preferred by the Town. Change orders that could have been avoided by the site visit and questions will be severely scrutinized.

Town of Florence
Bid Tabulation Sheet

Maria Hernandez

ADDENDUM 3

Verbal (only allowed when \$5,000 or less) Date Prepared: November 29, 2018
 Written/Fax (mandatory when over \$5,000; attach bids) Prepared By: Maria Hernandez, Deputy Town Clerk
 Formal Sealed Bid: # Public Works Fire Supression System Bid Due Date: November 29, 2018 Bid Due Time: 2:00 pm

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	1 original 3 copies	Bid Schedule and amount	Acknowledgement of Addendum #1 & #2 on 11-9-18	List of Subcontractors	Bid Bond	Resolution of Board of Directors	Non Collusive Bidding Certification	W-9	Insurance	Deviation/ Compliance Certification	Participation in Boycott of Israel	Demonstrating Lawful Presense	Acknowledgment of Addendum	Comments
1 Craig Sarrett 29525 N. 14th Way Scottsdale AZ 85262-7838 PH #	YES	YES \$89,860	YES	YES	YES	ALTERNATE SUBMITTED	YES	YES	ALTERNATE SUBMITTED	YES	YES	YES	YES	Envelope was not properly labeled
2 Mull Sprinkler Inc. P O Box 895 Queen Creek AZ 85242 PH #	NO	NO \$56,000	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	Did not comply with any of the requirements

Attach additional page(s), if necessary

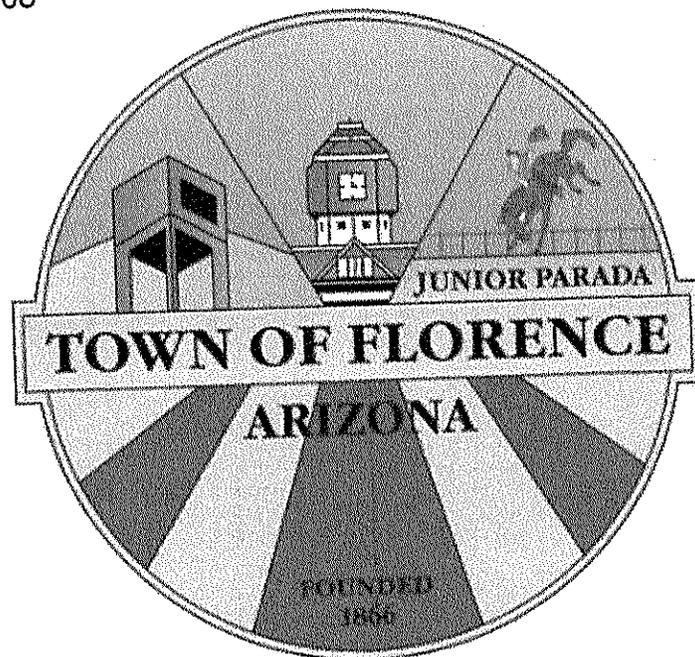
Vendor Selected _____ Address _____

Justification (if not lowest price) _____

Department Head Approval _____ Date: _____
 Finance Director Approval _____ Date: _____
 Town Manager Approval _____ Date: _____

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

315 Fire Protection Services LLC
29525 N 144th Way
Scottsdale, AZ 85262
480-788-0045
AZ ROC 318308



**Invitation to Bid (ITB), Project Specifications
& Contract Documents**

Public Works Fire Suppression System

Dated: October 31, 2018

**TOWN OF FLORENCE
775 N. Main Street
Florence, AZ 85132**

CONTRACT FOR PROJECT

TOWN OF FLORENCE CONTRACT FOR PROJECT Public Works Suppression System

THIS CONTRACT is made and entered into on the 29th day of November, 2018, by and between Town of Florence, an Arizona municipal corporation, hereinafter called "**Town**" and the "**Contractor**" designated below:

Town and Contractor agree as follows:

ARTICLE 1 – PARTICIPANTS, PROJECT and SITE

TOWN: Town of Florence, Arizona
Project Manager: Tom Celaya
Telephone: (520) 868-7646
E-mail: tom.celaya@florenceaz.gov

CONTRACTOR: {Name} 315 Fire Protection Services
{Address} 29525 N 144th Way
Arizona ROC No.: Scottsdale, AZ 85262
Federal Tax ID No: AZ ROC 318308
Representative: Craig Sarrett
Telephone: 480-788-0045
E-mail: csarrett@315fps.com

ENGINEER/DESIGNER: Town of Florence
425 E Ruggles Street
Florence, AZ 85132
Representative: Tom Celaya
Telephone: (520) 868-7646
E-mail: tom.celaya@florenceaz.gov

PROJECT DESCRIPTION: The selected contractor will need to perform well assessment, via video, the well casing and determine if any further action is required, i.e. brush casing. The selected company will bid on well equipment, well condition assessment, well clean out, well development, and test pumping to be followed by a report and recommendation to provide and install new highly efficient pump with new motor, based upon the results of the well development and test pumping. The selected company will provide all labor and materials to address issues related to existing equipment, and/or new equipment following the well assessment, cleaning, and rehabilitation as well as any development and test pumping needed to validate well capacity.

PROJECT SITE: Public Works Building, 425 E Ruggles Street, Florence AZ 85132

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 *Contract Documents.* The Contract between Town and Contractor shall consist of the following:

Invitation to Bid	Acknowledgement of Agenda
Project Description / Scope of Work	List of Subcontractors
Bid Submittal Checklist	Statutory Bid Bond
Instructions to Bidders	Resolution of Board of Directors
Contract for Project	Non-Collusive Bidding Certification
General Conditions of Contract	W-9
Insurance Requirements	Participation in Boycott of Israel
Bid Schedule	Deviation / Compliance Certification
	Demonstrating Lawful Presence

In the event of a conflict of language between the documents, the provisions of the ITB shall govern. The ITB shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Bidder and Town are not applicable to this Contract or other resultant contracts.

2.2 *Definitions.* The definitions in Section 1 of the General Conditions apply to all the Contract Documents, including this Contract. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following: **Not applicable**

2.3 *Project Specific Conditions.* If there are any additional conditions that apply to this Project, they are set forth in the Special Provisions included in the ITB.

2.4 *Project Plans and Specifications.* **Not applicable**

ARTICLE 3 – DESIGN PHASE SERVICES

Please refer to scope of work.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 *General.*

4.1.1 Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.

4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 At all times relevant to this Contract and performance of the Work, the Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Town, the Project and the Contract, including, without limitation, those set forth in the General Conditions.

4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by Town pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4.1.5 Contractor will comply with all terms and conditions of the General Conditions.

4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.

4.1.7 *Ownership of Work Product.* Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Town. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and

in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to Town. The rights in this Section are exclusive to Town in perpetuity.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables.

4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.2.2 Any additional items which Contractor must deliver to Town prior to commencing the Work on this Project, if any, include the following: **Not Applicable**

4.3 Pre-Construction Conference. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 Control of the Project Site. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 Project Safety. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 Materials Quality, Substitutions and Shop Drawings. All materials necessary for construction of this project shall be provided by the Contractor as part of this Contract. All materials shall be new and unused, and otherwise designed for the intended use. Contractor shall submit any substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4.8 Project Record Documents. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

4.9 Warranty and Correction of Defective Work. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 5 – TOWN RESPONSIBILITIES

5.1 Town shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

5.2 Additional services to be provided or responsibilities assumed, by Town, if any, are listed below:

5.2.1 Materials Testing (to be coordinated with Contractor).

5.2.2 Residential Notifications and Property Access (to be coordinated with Contractor).

5.2.3 Emergency Services Coordination (Police/Fire ingress/egress, to be coordinated with Contractor).

5.3 Additional Information to be provided by Town, if any, is listed below: **Not Applicable**

ARTICLE 6 – PERIOD OF PERFORMANCE (THE "POP" OR "CONTRACT TIME")

6.1 Period of Performance.

6.1.1 The Period of Performance shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth Section 6.4 below. The Notice to Proceed cannot be issued until after the approval and acceptance by Town of the Bid.

6.1.2 The Period of Performance shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Period of Performance.

6.1.3 Time is of the essence for this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule shall be deemed a material breach and be sufficient grounds for termination of this Contract by Town.

6.2 Project Schedule. The Project Schedule as set forth in the ITB and/or an Exhibit to this Contract shall be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.3 Substantial Completion. Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule, which is: See Section 6.4. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

6.4 Final Completion and Final Acceptance.

6.4.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is: **All work must be completed and ready for final payment on the 91st (Ninety First) day after issuance of the NTP.**

6.4.2 Final Completion shall be determined and Final Acceptance shall be issued pursuant to Section 6.4 of the General Conditions.

6.5 Liquidated Damages.

6.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, Town will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Town and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:

\$500.00 per calendar day.

6.5.2 Final Completion Liquidated Damages. For the same reasons set forth in Section 6.5.1 above, Town and Contractor further agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the actual date of Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion:

\$500.00 per calendar day.

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.5.1 and/or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply.

6.5.4 Town may deduct liquidated damages described in this Section 6.5 above from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to Town at the demand of Town, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

6.6.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to Town in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to Town by Contractor.

ARTICLE 7 - CONTRACT PRICE

7.1 Contact Price.

7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Town will pay Contractor the "Contract Price", which is \$ 89,860 - Eighty Nine Thousand Eight Hundred and Sixty Dollars.

7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

ARTICLE 8 - PAYMENT

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 9 – CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

11.1 Contractor shall provide Insurance as provided in the Insurance Requirement included in the ITB, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to Town prior to commencing any Work under this Contract.

11.2 Contractor shall provide performance and payment bonds to Town in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-610(A).

11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Town, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 12 – INDEMNIFICATION

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

TOWN OF FLORENCE:

By: _____
TARA WALTERS, MAYOR

CONTRACTOR:

By: Craig Smith
Its: President

ATTEST:

Lisa Garcia, Town Clerk

REVIEWED AS TO FORM:

Clifford Mattice, Town Attorney

GENERAL CONDITIONS OF CONTRACT

These terms will be the General Conditions for any Contract entered into as a result of the ITB and are incorporated therein and shall be fully binding upon the Bidder/Contractor

SECTION 1 — SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction contracts entered into by the Town of Florence, unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of these General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Construction Manager at Risk (CM@Risk), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC).

SECTION 2 — GENERAL DEFINITIONS

2.1. The Definitions in the Invitation to Bid (ITB), the Request for Proposals (RFP), Request for Qualifications (RFQ) and/or the JOC Solicitation (JOC) giving rise to the Contract shall apply to these General Conditions and the Contract for the Project.

2.2. Change Order – A written instrument issued after execution of the Contract Documents signed by Town and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. The Contract Price and the Period of Performance (POP) may be changed only by Change Order.

2.3. Town (Owner) – Town of Florence Arizona, a municipal corporation, with whom Contractor has entered into the Contract and for whom the Services and/or Work are to be provided pursuant to the Contract(s).

2.4. Contract – The written agreement executed between Town and Contractor, including all of the Contract Documents.

2.5. Contract Documents – The documents which together form the Contract between Town and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Geotechnical Report, Drainage Report, Project Schedule, written and properly executed Change Orders, MAG Specifications and Town's amendments thereto, and any other documents so designated in the Contract.

2.6. Contract Price – The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Services or Work under the terms of the Contract.

2.7. Contractor – The person or corporation with whom Town has entered into an agreement for construction related work or services in relation to the Project at issue. As used in these General Conditions, the term Contractor includes CM@Risk and JOC under contract with Town to provide pre-construction and/or construction services.

2.8. Contractor Payment Request – The form that is accepted by Town and used by Contractor in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and/or Town. The AIA Document G702 is an acceptable example of such a form.

2.9. Construction Documents – The plans, specifications, and drawings, Geotechnical Report, Drainage Report, prepared and issued by the Design Professional and approved by Town for construction, meaning the documents are sealed by the Contractor (as required), acceptable for permitting and incorporated into the Contract by reference. All amendments and modifications to the Construction Documents must be approved in writing by Town prior to incorporation into the Contract.

2.10. Critical Path – Critical path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project shall not be changed without prior written approval of Town.

2.11. Day - Calendar day(s) unless otherwise specifically stated in the Contract Documents.

2.12. Float – The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to Town.

2.13. MAG Specifications – The latest revision of the latest edition (or the latest edition adopted by the Town) of the Uniform Standard Specifications for Public Works Construction published by MAG.

2.14. MAG Standard Details – The latest revision of the latest edition (or the latest edition adopted by the Town) of Uniform Standard Details as published by MAG.

2.15. Notice to Proceed (NTP) – A written notice given by Town to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Contract. The Notice to Proceed shall not be issued until the Contract Price is approved and accepted by Town.

2.16. Period of Performance (POP) - The number of days or the dates related to the applicable phase, Substantial Completion, and/or Final Completion as stated in Contract Documents. The Period of Performance (POP) is set forth in the Contract and is based upon the Project Schedule agreed to by Town in writing.

2.17. Project – The Project specified in the Contract (including a Job Order).

2.18. Project Manager – The Project Manager designated in Article 1 of the Contract, or any successor thereto designated by Town. The Project Manager has the authority to act on behalf of Town, as delineated and limited by the Contract Documents and applicable law. Town shall communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind Town or Town Council in contravention of any Town code, State or Federal statute or regulation, or these General Conditions.

2.19. Project Schedule – The schedule for the completion of the Project agreed to and/or required by Town and incorporated into the Contract.

2.20. Project Specific Conditions – Additional conditions which apply to the specific Project and/or Scope of Work which are set forth in the ITB.

2.21. Proposal – A Proposal submitted to the Town by a Contractor in response to an Invitation to Bid (ITB), Request for Qualifications (RFQ), a Request for Proposals (RFP) or other solicitation or request by the Town. Proposals may be Fixed Price, Guaranteed Maximum Price (GMP), Unit Price, or other form as required or requested by the Town.

2.22. Requests for Information (RFIs) – Formal written request from Contractor to Town and/or Contractor for the Project seeking clarification or additional information needed for Contractor to properly complete the Work and/or Services under the Contract. Town may require RFI's to be submitted on a specific form or in a specified format.

2.23. Schedule of Values (SOV) – The specified document prepared by Contractor, and approved and accepted by Town, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

2.24. Scope of Work (SOW) – The scope of work agreed to and/or required by Town and incorporated into the Contract as set forth in the ITB and/or an Exhibit to the Contract.

2.25. Statement of Warranty – Document stating items of the Project warranted by the Contractor. This document shall list all tangible elements of the project to be warranted and include time duration of warranty. This document shall be required upon Final Payment request.

2.26. Subconsultant – A person, firm or corporation having a Contract with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

2.27. Subcontractor – An individual or firm having a direct Contract with Contractor or any other individual or firm having a Contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction phase Work at the site for which Contractor is responsible. Subcontractors shall be selected through the Subcontractor selection process described in the Contract Documents, if any.

2.28. Total Float – Number of Days by which the pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

2.29. Work – The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

SECTION 3 — STANDARD SPECIFICATIONS AND DETAILS

3.1 Town operates under the latest revision of the MAG Specifications as amended by Town.

3.2 Town also operates under the MAG Standard Details, as amended by Town.

3.3 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona 85003. They may also be downloaded at their Web site: <http://www.azmag.gov> under "Publications."

3.4 The MAG Specifications and Standard Details and Town's amendments thereto are incorporated into the Contract.

SECTION 4 — CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 General

4.1.1 Contractor shall construct the Work in accordance with the Contract Documents and as outlined in the Contract Documents to the satisfaction of Town, exercising the degree of professional care, skill, diligence, quality and judgment that a professional Contractor engaged, experienced and specializing in the construction of construction and/or facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to the Town would exercise at such time, under similar conditions. Contractor shall, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 Contractor shall comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.3 Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor warrants to Town that Contractor and all its subcontractors are in compliance and will comply with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Contractor acknowledges that a breach of this warranty by Contractor or any of its subcontractors is a material breach of this Contract subject to penalties up to and including termination of the Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of or any subcontractor who works on this Contract to ensure compliance with this warranty and may conduct random verification of the employment records of Contractor and any of its subcontractors to ensure compliance with this warranty. Town will not consider Contractor or any of its subcontractors in material breach of the foregoing warranty if Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the EVerify requirements prescribed by Arizona Revised Statutes § 23-214(A). The provisions of this Section must be included in any agreement Contractor enters into with its subcontractors who provide services under this 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. Breach of this warranty shall constitute a material breach of the contract and shall subject the Contractor to penalties including termination of the Contract at the sole discretion of the Town.

4.5.4 Contractor further understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor understands and Acknowledges that it must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees," and A.R.S. §§ 1-501 and 502.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables

4.2.1 Before beginning any Work under the Contract, Contractor shall execute the Contract and deliver to Town the items listed in Sections 4.2.3 and 4.2.4 below, and the Contract must be executed by Town. Failure to do so will be a material breach of the Contract entitling Town to terminate the Contract for Cause.

4.2.2 When Contractor delivers the executed Contract to Town, Contractor shall also deliver to Town such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by Town) required under Section 11 of these General Conditions, and as the Contract requires.

4.2.3 Government Approvals and Permits. Contractor shall obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the plans and in the specifications. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices. Copies of all permits and the associated notices must be provided to Town prior to starting the permitted activity.

4.2.4 Contractor shall provide a proposed Project Schedule, in Gantt Chart format and created with a bona-fide scheduling software product such as MS Project, as part of their Bid Submittal package. Failure to submit this document shall serve as grounds for disqualification from bidding. MS Excel-type spreadsheet chart submittals are not acceptable and will be rejected. The Gantt Chart shall include a CPM (Critical Path Method) element. This Gantt Chart shall be maintained and updated weekly by Contractor during construction and presented/submitted to the Project Manager at a weekly regularly-scheduled progress meeting to be held at a mutually agreeable location.

4.3 Pre-Construction Conference

4.3.1 Prior to the commencement of any Work, Town may schedule a Pre-Construction Conference.

4.3.2 Prior to the Pre-construction Conference, Contractor shall provide the Project Team with a Schedule of Values in a form specified by Town reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values shall not be greater than the Contract Price and shall identify Contractor's Contingency, if applicable. The Schedule of Values shall be reviewed at the Pre-Construction Conference and revised in response to comments and questions from Town. Once accepted by Town in writing, the Schedule of Values for the Project will not be changed without the prior written approval of Town.

4.4 Performance of the Work (including Field Measurements, Subcontractors, and Suppliers)

4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of Town or a separate Contractor, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Contract Documents.

4.4.2 Contractor's Superintendent shall be present at the Site at all times that material Work under this Contract is taking place. Contractor's Superintendent or designee shall be present at the Site at all times any other Work under this Contract is taking place. All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

4.4.3 Before ordering materials or doing work, Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Contract Documents, including the drawings.

4.4.4 If Contractor observes error, discrepancies or omissions in the Contract Documents, it shall promptly notify the Contractor and Town and request clarification. Contractor shall be liable to Town for damages resulting from error, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission or difference and fails to report it to Town, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, it does so at its own risk.

4.4.5 In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the Site all dimensions relating to such existing or other work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by Contractor without any increase in the Contract Price. Any design errors or omissions noted by Contractor during this review shall be reported promptly to Town.

4.4.6 Contractor shall be responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Town and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.7 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of Town. Any substitute or replacement Subcontractor or Supplier shall be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by Town, Contractor will follow that plan unless otherwise approved by Town in writing.

4.4.8 Contractor shall not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to Town, and receiving prior written approval of the change from Town, which approval will not be unreasonably withheld.

4.4.9 Subcontractors whose scope of work has a value greater than 15% of the total Contract Price may be required to furnish performance and payment bonds to Contractor if directed in writing by Town.

4.5 Control of the Project Site

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Town to occupy the Project or a portion of the Project for its intended use

4.5.2 Contractor shall take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of Town and in accordance with the requirements of the Pinal County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor shall be responsible to Town for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a Contract with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.6 Project Safety

4.6.1 Contractor is responsible for safety of the job site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the site.

4.6.2 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.3 Contractor shall provide a "competent person" as required by O.S.H.A regulations. The "competent person" shall be identified at the Pre-Construction Conference with Town advised in writing of any changes.

4.6.4 Contractor and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any Town specific safety requirements set forth in the Contract Documents, provided that such Town-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.5 As between Town and Contractor, Contractor is responsible to Town for any and all the safety issues relating to the Work on the Project. Contractor shall administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor shall monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards.

4.6.6 Contractor shall maintain and have sole responsibility for safety on the job site.

4.7 Materials Quality, Substitutions and Shop Drawings

4.7.1 Quality Control and Quality Assurance Testing. All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by Town. Any material rejected by Town shall be removed immediately and replaced in an acceptable manner to Town at no additional cost to Town. When QC/QA tests indicate noncompliance with the Contract Documents, retesting shall be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.2 Shop Drawings (Where applicable)

4.7.2.1 Contractor shall prepare and submit Shop Drawings which show details of all work to insure proper installation of the Work using those materials and equipment specified under the Approved Plans and Specifications.

4.7.2.2 A schedule of Shop Drawing submissions shall be submitted with the Project Schedule for Town approval that avoids bulk submissions to the extent reasonably possible. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications. The schedule of Shop Drawing submissions shall include all of the items for which Shop Drawings are required by the Contract Documents, including the Specifications.

4.7.2.3 Shop Drawings shall be numbered consecutively for each specification section and shall accurately and distinctly present the following:

- (a) All working and erection dimensions.
- (b) Arrangements and sectional views.
- (c) Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- (d) Kinds of materials and finishes.
- (e) Parts list and description thereof.

4.7.2.4 Contractor shall schedule, prepare and submit all shop drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the Project Site in a timely manner so as to not delay the complete performance of the work.

4.7.2.5 The review of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract. No construction called for by Shop Drawings shall be initiated until such drawings have been reviewed and approved by Town.

4.7.3 Long Lead Time Items. Contractor shall submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within ten (10) days after execution of the Contract. In addition, Contractor shall order all long lead items to be furnished and installed as part of this Project within (3) days after receiving approved Shop Drawings. For all long lead times for which shop drawings are not required, Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.8 Project Record Documents (Not applicable)

4.8.1 During the construction period, Contractor shall maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings (if applicable) for Project Record Document purposes.

4.8.2 Contractor shall mark these drawings to indicate the actual installation where the installation varies from the original Construction Documents. Contractor shall give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- (a) Dimensional changes to the Drawings.
- (b) Revisions to details shown on Drawings.
- (c) Locations and depths of underground utilities.
- (d) Revisions to routing of piping and conduits.
- (e) Actual equipment locations.
- (f) Changes made by Change Order or Addendum.
- (g) Details not on original Contract Drawings.

4.8.6 Contractor shall submit Project Record Drawing sets and Shop Drawings (if applicable) to Town or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from Town, Contractor shall correct any deficiencies and/or omissions to the drawings and submit the final "As-Built" original of the Project Record Drawings to Town

in both electronic PDF format as well as Architectural "D" sized paper plans (24" x 36"), prior to Final Acceptance and as a condition of Final Acceptance.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and shall be the sole judge of acceptance of these drawings.

4.9 Warranty and Correction of Defective Work

4.9.1 Contractor warrants to Town that the construction of the Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans and specifications and all other terms and conditions of the Contract Documents, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

4.9.2 The date of Substantial Completion shall be the beginning of the Warranty period, irrespective of early completion by some Subcontractors of their work. Contractor shall furnish extended warranties for facilities placed in service before Substantial Completion and that expire no earlier than one year beyond Substantial Completion, except as otherwise required in the Contract Documents.

4.9.3 Contractor's warranty obligation shall be in accordance with MAG Specifications.

4.9.4 In addition, unless otherwise specified in the Contract Documents, Contractor and Subcontractors shall provide to Town all of the following written warranties that apply to the Work, in a form acceptable to Town.

- (a) General Warranty — One (1) year.
- (b) Mechanical Contractor — Two (2) years.
- (c) Plumbing Contractor — Two (2) years.
- (d) Electrical Contractor — Two (2) years.
- (e) Roofing Contractor — Two (2) years.
- (f) Roofing Manufacturer — Ten (10) years.
- (g) Caulking — One (1) year.
- (h) Steel Joists, Certificate of Manufacture.
- (i) Exterior Metal Wall System — Five (5) years.
- (j) Painting — One (1) year.
- (k) Termite — Five (5) years.
- (l) Sheet Metal: Zinc coating thickness on hot-dipped galvanized.
- (m) Metals- One (1) year.
- (n) Acoustical Tile — Five (5) years.
- (o) Resilient Floor Covering — One (1) year.

4.9.5 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty which provides Town with greater warranty rights than set forth in this Section or the Contract Documents. Contractor will provide Town with all manufacturers' warranties prior to Final Acceptance.

4.9.6. A progress payment, or partial or entire use or occupancy of the Project by Town, shall not constitute acceptance of Work not in accordance with the Contract Documents.

4.9.9 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, Contractor shall obtain and provide to Town all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. Town and the user of the facility shall have the right to the full value and benefit of all such warranties. Contractor will ensure all such warranties are fully transferrable to facilitate the full value of this Section 4.9.

SECTION 5 — TOWN'S RESPONSIBILITIES

5.1 Town Project Manager. Project Manager is responsible for providing Town-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Contract Documents.

5.2 Contractor Services. Town may contract separately with one or more Contractors to provide construction administration of the Project. The Contractor's Contract, as well as other firms hired by Town shall be furnished to Contractor. Contractor shall not have the right to limit or restrict or reject any Contract modifications that are mutually acceptable to Town and Contractor.

5.3 Materials Testing. Town shall be responsible for all materials testing and associated costs. The Project Manager, or their designated representative, shall be the sole authority for authorizing and requesting testing or other observation services.

5.4 Residential Notifications and Private Property Access. Town shall be responsible for notification to local residents affected by access issues to their property during construction. The Contractor agrees to communicate and coordinate with Town in these efforts, and to make a best effort to minimize property ingress/egress issues during the course of construction.

5.5 Emergency Services Access Coordination. Town shall be responsible for notifying and coordinating access restrictions and other service-limiting issues for Police, Fire and EMS services. This item is of particular importance due to the Town Fire Department having its primary ingress/egress on 1st St. at Pinal St. The Contractor agrees to schedule and coordinate any and all construction activities and access restrictions with Town as it may impact or affect Police, Fire and EMS services.

SECTION 6 — Period of Performance (POP)

6.1 Period of Performance (POP).

6.1.1 The Period of Performance (POP) shall start with the Notice to Proceed ("NTP") and end with Final Acceptance, as set forth in Section 6.4 below.

6.1.2 The Notice to Proceed shall be issued in accordance with MAG Specifications § 108.

6.1.3 The Period of Performance (POP) shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Period of Performance (POP).

6.1.4 Time is of the essence of this Contract, for the Project, for the Work, and for each phase and/or designated Milestone thereof.

6.2 Project Schedule.

6.2.1 The Project Schedule shall be updated and maintained throughout the Contract Time.

6.2.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time shall be effective unless approved in advance by Town.

6.2.3 An updated Project Schedule shall be submitted monthly to Town as part of the Payment Request. This requirement shall be independent of any other Project Schedule submittal requirements.

6.2.4 Contractor shall provide Town with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Contract Time.

6.2.5 Acceptance of a submitted schedule by Town should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of Contractor. Town's review shall not relieve Contractor from compliance with the requirements of the Contract Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work. 6.2.6 Critical Path Method (CPM)

6.2.6.1 Unless otherwise specified in the Contract, the Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.6.2 The CPM diagram schedule shall be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram shall

be presented in a time scaled graphical format such as a Gantt Chart for the Project as a whole. MS Excel spreadsheets and the like shall not be an acceptable format or medium for conveying graphical schedule information.

6.2.7 Float Time

6.2.7.1 The total Float Time within the overall schedule is for the exclusive use of Town, but Town may approve Contractor's use of Float as needed to meet contract Milestones and the Project completion date.

6.2.7.2 Contractor shall not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

6.2.7.3 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional Compensation shall be given for any rain-related delays or impacts on the Work or the Project Schedule. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor.

6.3 Substantial Completion.

6.3.1 When Contractor considers that the Work, phase or a portion thereof, which Town agrees to accept separately, is substantially complete, Contractor, in conjunction with the Inspector, shall prepare and submit to the Project Manager a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment

6.3.2 Upon receipt Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Contract Documents so that Town can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager.

6.3.3 Certificate of Substantial Completion. The Project Manager shall not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for use by Town for its intended purpose, opening to the general public, full occupancy or use by Town (including, without limitation, streets, sidewalks, driveways, curb and gutter, drainage channels, fencing, pavement striping, and/or all areas serving the general public, as applicable, shall be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; site work complete; paving completed, signage installed, and/or other work as applicable, has been performed to a similar state of essential and satisfactory completion. In no event shall Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate governmental authorities (as applicable) and (ii) all terms and Work required under this Contract have been fulfilled by Contractor and same shall have also been approved an accepted by Town, subject only to the Punch List Items.

6.4 Final Acceptance and Final Completion.

6.4.1 Unless otherwise expressly agreed to in writing by Town, Final Completion must be obtained by no later than 30 calendar days after the date of Substantial Completion. Failure to timely obtain Final Completion will be a material breach of the Contract.

6.4.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, Town and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Certificate of Final Completion shall not be issued and Final Acceptance shall not occur until all items of work, including Punch List Items, have been completed to Town's satisfaction as reflected in the written Final Acceptance.

6.4.3 Final Payment under Section 8.4 below shall not be due, owing, or paid by Town until Final Completion is obtained.

SECTION 7 — CONTRACT PRICE

7.1 Fixed Price Contracts. The Contract Price for all Fixed Price Contracts shall be the amount set forth in the Contract.

7.2 Town Sales Tax. Contractor is required to pay Town Sales Tax on any contracting activity done for the Town, and this cost shall be included in all Contract Prices.

SECTION 8 — PAYMENT

8.1 Payment for Construction Services.

8.1.1 Subject to the terms of the Contract Documents, including this Section 8, payment for the Work will be made in accordance with MAG Specifications § 109 as amended below.

8.1.2 In MAG Specifications § 109.7 (A), replace the first paragraph of the subsection with the following:

Town will make monthly progress payments during the course of the Contract. The payments (estimates of work completed) will be prepared by Contractor on form provided by Town, and approved by Project Manager. The monthly payment cycle will start with the date of the Notice to Proceed. Town may process payments more frequently if requested by Contractor and agreed to in writing by Town.

8.1.3 Payments shall be made pursuant to A.R.S. § 34-221 and/or § 34-609, as applicable.

8.1.4 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-221(C)(3) and/or §34-609(B)(3), subject to all of Town's rights to withhold or offset payments, and/or other rights of Town, under the Contract.

8.1.5 Town reserves the right under A.R.S. § 34-221(C)(3) and/or § 34-609(B)(3) to reinstate the ten percent (10%) retention if Town determines that satisfactory progress is not being made.

8.2 Final Payment. Subject to all of Town's rights to withhold or offset payment, and other rights under the Contract, Final Payment including remaining retainage shall be paid only after: (i) the Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by Town; (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings (including the Building Information Model, if required by the Contract Documents), plans and specifications have been delivered to Town; (iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor and Town; (iv) all conditions and requirements imposed by Town or any financing entity for the corresponding disbursement have been met; (v) Contractor supplied Statement of Warranty; and (vi) Contractor delivers to Town a Contractor Payment Request Form requesting Final Payment.

8.3 Town's Right to Withhold Payment. Town may withhold payment to such extent as may be necessary in Town's opinion to protect Town from loss for which Contractor is responsible, including, without limitation:

- i. Defective Work not remedied;
- ii. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Town is provided by Contractor;
- iii. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- iv. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- v. Damage to the Town or another Contractor;
- vi. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- vii. Persistent failure to carry out the Work in accordance with the Contract Documents.

8.4 Joint/Direct Checks. Payments to Contractor shall be made by checks payable directly to Contractor or their Surety Bond Company only.

8.5 Payment Not A Waiver. No payment (nor use or occupancy of the Project by the Town) shall be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of Town.

8.6 Liens and Bond Claims. Contractor shall make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and shall promptly furnish evidence of such payments as Town may require. Contractor shall pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of Town, or against payments due from Town to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of Town, against payment due from Town to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless Town from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.7 Financial Record-Keeping and Town's Audit Right.

8.7.1 Records for all Contracts between Town and Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Town or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after Final Payment or longer if required by law.

8.7.2 Town, its authorized representative, and/or the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at Town's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 — CHANGES TO THE CONTRACT

9.1 Extra Work/Changes in the Work.

9.1.1 Town reserves the right to make such changes in the plans and specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated herein.

9.1.2 Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by Town, has been executed by Town prior to starting the additional work.

9.1.3 Any agreement which modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

9.2 Accuracy of Change Order Pricing Information. Signature by the contracting parties shall constitute full accord and satisfaction between Town and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order or other modification of the Contract agreed to in writing.

SECTION 10 — SUSPENSION AND TERMINATION

10.1 Suspension. Town may suspend the Contract and/or Contractor's performance in accordance with MAG Specifications § 105.1.

10.2 Termination by the Town for Cause.

10.2.1 MAG Specifications § 108.11 applies to the Contract.

has: 10.2.2 Town may also terminate the Contract if Town determines, in its sole discretion, that Contractor

- (a) Refused or failed to supply enough properly skilled workers or proper materials;
- (b) Failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;
- (c) Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- (d) Otherwise breached a provision of the Contract Documents or any other contract between Town and Contractor.

10.2.3 When any of the above reasons exist, Town may terminate the Contract, without prejudice to any other rights or remedies of Town, after giving Contractor and Contractors' surety, if any, seven (7) days' prior written notice of Town's intent to terminate the Contract and Contractor's failure to cure any such reasons. Upon such termination, Town may: (1) take possession of the Site and of all materials thereon owned by Contractor; and/or (2) finish the Work by whatever reasonable method Town may deem expedient. When Town terminates the Contract for one of the reasons state above, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price, excluding any remaining Contingency existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by Town, such excess shall be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor shall pay the difference to Town. This obligation for payment shall survive termination of the Contract.

10.3 Termination by Town for Convenience. Town may also terminate the Contract at any time for its convenience upon seven (7) days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, Town shall pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from Town to Contractor.

10.4 A.R.S. § 38-511. The Contract is subject to, and may be terminated by Town in accordance with, the provisions of A.R.S. § 38-511.

10.5 Non-Appropriation. Town is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If Town determines that it does not have funds to meet its obligations under the Contract, Town shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

10.6 Under no circumstances shall Town have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

SECTION 11 — INSURANCE AND BONDS

11.1 Insurance Requirements.

11.1.1 Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in the Town's Insurance Requirements, as modified by any applicable Special Provisions, of the Contract.

11.1.2 Town may, in the Contract Documents, designate additional insured(s) along with Town (and their respective employees, members, representatives, agents and affiliates) on all required insurance policies, and all coverage applicable to Town under this Section 11.1 and the Insurance Requirements in the Town's Insurance Requirements shall apply to such designated additional insured(s) as well.

11.2.3 Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.

11.1.4 Subcontractors. Contractor's certificate(s) shall include all Subcontractors as additional insureds under its policies or Contractor shall furnish to Town separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements set forth in the Contract Documents, including the Town Insurance Requirements.

11.2 Bonds and Other Performance Security.

11.2.1 Prior to execution of the Contract, Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.2.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds.

11.2.3 The bonds shall be made payable and be acceptable to Town. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, *et seq.*

11.2.4 All bonds submitted for this Project shall be provided by a company which has been rated AM Best rating of A or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)' published by the A.M. Best Company.

11.2.5 Personal or individual bonds are not acceptable.

SECTION 12 - INDEMNIFICATION

12.1 To the fullest extent permitted by law, Contractor, its successors and assigns shall defend, indemnify and hold harmless the Town and its agents, representatives, officers, directors, officials and employees from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. Contractors' duty to defend, indemnify and hold harmless Town and its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

12.2 Contractor shall also defend, indemnify and hold harmless Town, the Contractor, any jurisdiction or agency issuing permits for any work involved in the Project and their consultants and each of their directors, officials, representatives, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorney's fees and other costs including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

12.3 The indemnified party shall have the right to approve the legal counsel selected by Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

12.4 The defense, indemnification, hold harmless provisions and Town's Liability Insurance set forth herein shall survive any termination of the Contract.

SECTION 13 — DISPUTE RESOLUTION

13.1 Informal Dispute Resolution. The parties to the Contract agree that time is of the essence in relation to performance of the Contract and completion of the Project, therefore any and all disputes in relation to the Contract will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

13.2 Dispute Resolution Representative (DRR) Process.

13.2.1 The Parties under the Contract agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project (Claim or Claims) shall, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

information and/or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

13.3.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Florence, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction thereof.

13.4 Arbitration.

13.4.1 If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then current Construction Industry Arbitration Rules of the AAA, but not administrated or conducted by the AAA, which arbitration shall be held in Pinal County, Arizona, utilizing a single arbitrator selected by the parties, unless the parties agree, in writing, to an alternative arbitration procedure.

13.4.2 If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed and the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the Arbitrator, and thereafter the arbitration shall be administered by the AAA.

13.4.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction related practice, and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

13.4.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

13.4.5 In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than exchange of documents, designation of witnesses and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims), and no more than 3 depositions and 1 expert per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

13.4.6 The prevailing party in any arbitration or court proceeding under this Contract shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

13.4.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

13.4.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

13.4.10 Any award by the arbitrator shall not include any consequential or punitive damages.

13.4.11 The award entered by the arbitrator shall be a reasoned award.

13.4.12 The award entered by the arbitrator shall be final and judgment may be entered thereon in the Arizona Superior Court.

SECTION 14 — MISCELLANEOUS PROVISIONS

14.1 **Assignment.** Neither Contractor nor Town shall, without the written consent of the other assign, transfer or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

14.2 Governing Law and Venue. In the performance of the Contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, Pinal County, and the Town, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county or local laws applicable to the Contract. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Pinal County, Arizona and both parties consent to jurisdiction and venue in such court for such purposes.

14.3 Survival. All warranties, representations and indemnifications by Contractor shall survive the completion or termination of this Agreement.

14.4 No Waiver. The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.5 Project Communications.

14.5.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract.

14.5.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative, but e-mail communications are not binding upon Town and cannot change the terms of the Contract or the scope of work, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

INSURANCE REQUIREMENTS

1. **Contractor's Obligation:** Contractor shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Contractor and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. **General Liability Coverage:** Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.
3. **Coverage Amounts:** Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Employer's Liability	\$500,000-\$1,000,000
-----------------------------	-----------------------

Contractors General Liability

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Excess or Umbrella Liability	
1.) General Aggregate per job	\$3,000,000
Per policy year	\$5,000,000
2.) Each Occurrence per job	\$3,000,000
Per policy year	\$5,000,000

Automobile Liability

a. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
c. Combined Single Limit	\$1,000,000

Contractual Liability

a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
b. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000

Workman's Compensation

a. Bodily Injury by Accident each accident	\$1,000,000
b. Bodily Injury by Disease each employee	\$1,000,000
c. Bodily Injury by Disease policy limit	\$1,000,000

4. Additional Provisions:

- A. **Additional Insured:** Contractor shall name the Town of Florence as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate(s) of Insurance.
- B. **Cancellation Notice of Material Change of Coverage:** Contractors' required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the Town of Florence.
- C. **Certificate(s) of Insurance:** Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by the Town. Contractor is responsible for obtaining Certificates of Insurance establishing that Contractor and all subcontractors have complied with insurance requirements

previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.

- D. Rating of Insurance Company(ies): Any and all insurance company(ies) supplying coverage to Contractor must have no less than an "A" rating in accordance with the A.M. Best rating guide.
- E. Deductible: Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- F. Rental Equipment: In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. Personal Property: In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.
- H. Waiver of Subrogation: Town and Contractor waive all rights against each other and Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.
- I. Right to Require Higher Limits: Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.
- J. Waiver of Requirements: The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the Town.

Craig Smith

11-19-2018

BID SCHEDULE

TOWN OF FLORENCE CONTRACT FOR PROJECT Public Works Fire Suppression System

THIS BID IS SUBMITTED BY:

315 Fire Protection Services
a(n) Limited Liability Company (Corporation, Limited Liability Company, Partnership, Joint Venture, Sole Proprietorship, Individual), holder of an Arizona Registrar of Contractor's license: ROC# 318308, classification CR-16

NAME	TITLE	DATE
Craig Sarrett	President	11/19/2018

(Failure to fill in the information above, regarding the Bidder being a holder of Arizona State Contractor's License is grounds for rejection of the bid.)

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts:

\$89,860 - Eighty nine thousand eight hundred and sixty dollars.

Craig Sarrett

11/19/2018

ACKNOWLEDGEMENT OF AGENDA

315 Fire Protection Services _____ acknowledges that it has received the following addenda:
(Contractor)

Add01 _____ 11/8/2018
(Addendum #) (Date)

Add02 _____ 11/09/2018

Date: 11/19/2018 _____

Craig Bennett

(Signature)

President

(Title)

STATUTORY BID BOND

**STATUTORY BID BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1 OF THE ARIZONA REVISED STATUTES**

(Penalty of this bond must be 10% of the bid amount)

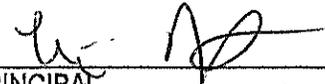
KNOW ALL MEN BY THESE PRESENTS:

That 315 Fire Protection Services LLC
DBA 315 Fire Protection Service (hereafter "Principal"),
as Principal, and Capitol Indemnity Corporation, a corporation organized and existing under the
laws of the State of WI, with its principal offices in the City of Madison,
(hereafter "Surety"), as Surety, are held and firmly bound unto the
Town of Florence (hereafter "Obligee"), in
the amount of Ten Percent of Amount Bid (Dollars)
(\$ 10% of Amount Bid), for the payment whereof, the said Principal and Surety bind themselves,
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

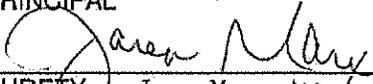
WHEREAS, the Principal has submitted a bid for Install Public Works Fire Suppression System

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

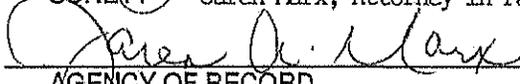
Witness our hands this 29th day of November, 2018.



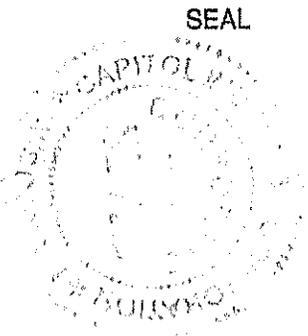
PRINCIPAL

BY: 

SURETY Jaren Marx, Attorney-In-Fact

BY: 

AGENCY OF RECORD
NFP Property & Casualty Services Inc.
8201 N. Hayden Road
Scottsdale, AZ 85258



CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

60109513

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----MICHAEL D LAPRE; DEBORAH M MCGUCKIN; RYAN ROGERS; THERESA NEWMAN-----
-----KEVIN P SHINE; RICHARD D STEPHENS; AMANDA BRENDEL; JAREN MARX-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$5,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of January, 2014.

Attest:

Richard W. Allen III

Richard W. Allen III
President
Surety & Fidelity Operations



CAPITOL INDEMNITY CORPORATION

Stephen J. Sills

Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE }

On the 8th day of January, 2014 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE }

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate. DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 29th day of November, 2018

SEAL

Alan S. Ogilvie

Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450. CIC-FOA (Rev. 11-13)

NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF AZ)
)
COUNTY OF Maricopa)

SS.

I, Craig Sarrett of the City/Town of Scottsdale, in the County of Maricopa and the State of Arizona, of full age, being duly sworn according to the law of my oath depose and say that:

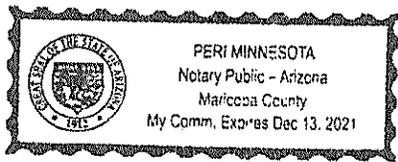
I am Craig Sarrett a President of the firm of 315 Fire Protection Services, the Bidder making the Bid for the Town of Florence Project Public Works Fire Suppression System and that I executed the said Bid with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Town of Florence relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

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



[Signature]
(Signature of Bidder)
Craig Sarrett
(Printed or Typed Name of Bidder)
(Seal of Corporation)

Sworn to before me this 20th day of November, 2018 in the County of Maricopa, State of Arizona.



[Signature]
(Notary Public)

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <h2 style="margin: 0;">315 Fire Protection Services</h2>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S	<input type="checkbox"/> Trust/estate
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 29525 N 144th Way	Requester's name and address (optional)
6 City, state, and ZIP code Scottsdale, AZ 85262	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>													
or													
Employer identification number													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> </tr> </table>	8	2	-	2	9	1	8	3	9	9			
8	2	-	2	9	1	8	3	9	9				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Craig Smith</i>	Date ▶ 11/19/2018
------------------	---	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

DEVIATION / COMPLIANCE CERTIFICATION

If the undersigned Bidder intends to deviate from the Requirements for Proposers, Special Conditions, or any other Contract Document made a part of this solicitation, all such deviations shall be listed on this certificate form, with complete detailed conditions and information included or attached. The Town may consider any deviations in its review, scoring and award decisions, and the Town reserves the right to accept or reject any proposal, offer, or bid based upon any deviations indicated or in any attachments hereto.

In the absence of any deviation entry on this form, the Bidder agrees, certifies, and warrants the Town of their full compliance with the Requirements for Proposers, Special Conditions, or any other Contract Document, and all other information contained in this solicitation.

Please list any deviations from the solicitation document below (attach additional sheets as needed.)

NA

By signing below, I agree, certify, and warrant that the offer / proposal I am submitting does does not (check one) deviate from the Requirements for Proposers, Special Conditions, or any other Contract Document listed in this document. If deviating from the specifications of the solicitation, all such deviations are listed on the form, with complete detailed conditions and information included or attached. Any attachments to this form are identified as a continuation of the deviations to this solicitation.

Craig Sarrett
Printed Name

Craig Sarrett
Signature

11/19/2018
Date

THIS PAGE MUST BE RETURNED WITH THE OFFER / PROPOSAL

PARTICIPATION IN BOYCOTT OF ISRAEL

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the Town of Florence from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the Town in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means the Town of Florence ("Town"), a political subdivision of this STATE or an agency, board, commission or department of this Town or a political subdivision of this Town
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors/vendors must select one of the following and thereby certify that:

- My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record.
- My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this certification, proposer agrees to indemnify and hold the Town of Florence, its agents and employees, harmless from any claims or causes of action relating to the Town's action based upon reliance on the above representations, including the payment of all costs and attorney's fees incurred by the Town in defending such an action.

315 Fire Protection Services

Company Name

29525 N 144th Way

Address

Scottsdale, AZ 85262

City

State

Zip

Craig Sarrett

Signature of Authorized Person

Craig Sarrett

Printed Name of Authorized Person

President

Title of Authorized Person

DEMONSTRATING LAWFUL PRESENCE

Town of Florence
P.O. Box 2670 Florence, AZ 85132
(520) 868-7500
Demonstrating Lawful Presence

Bids, Proposals or Qualifications

Arizona Revised Statutes 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits". Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefits to submit at least one of the following documents demonstrating "lawful presence" in the United States.
The Principal of each group, consultant, or organization will complete this form.

Check the box next to the document indicating lawful presence.

	An Arizona driver license issued after 1996 or an Arizona non-operating identification license
	A driver license issued by a state that verifies lawful presence in the United States. (See Overview of State's Driver's License Requirements)
	A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
/	A United States certificate of birth abroad.
/	A United States passport.
	A foreign passport with a United States visa.
	An I-94 form with a photograph.
	A United States citizenship and immigration services employment authorization document or refugee travel document.
	A United States certificate of naturalization.
	A United States certificate of citizenship.
	A tribal certificate of Indian blood.
	A tribal or Bureau of Indian affairs affidavit of birth.

**Attach copy of document to this sheet.

Craig Smith

Signature of Applicant

11/19/2018

Date

Signature of Municipal Employee

Date

Document Type: Articles of Amendment - LLC

Document Fee: \$25.00

Entity Name: 315 FIRE PROTECTION SERVICES LLC

Additional Fee: \$0.00

Entity Information

Entity Name: 315 FIRE PROTECTION SERVICES LLC

Entity Type: Domestic LLC

Entity ID: L22154573

Management Structure: Manager-Managed

Entity Email Address:

Formation Date: 08/30/2017

Status: Active

Effective Date: 10/25/2018

Effective Time: 11:22AM

Character of Business: Construction

Character of Business Sub Code: All Other Specialty Trade Contractors

Perpetual (forever)

The LLC's life period will end on this date:

Update Entity Information

New Entity Name

Statutory Agent Information

Name	Attention	Address	Email
SPIEGEL & UTRERA PA		130 NORTH CENTRAL AVENUE SUITE 303 , PHOENIX, AZ, 85004, USA	phoenix@amerilawyer.com
Attention	Address	130 NORTH CENTRAL AVENUE SUITE 303 PHOENIX, AZ, 85004, USA	

Known Place of Business

Attention	Address
	29525 NORTH 144TH WAY , SCOTTSDALE, AZ, 85262, USA

Principal Information

Management Structure: Manager-Managed

Title	Name	Attention	Address	Email	Date Taking Office
Member	CRAIG SARRETT		29525 N 144TH WAY , SCOTTSDALE, AZ 85262, USA		2/12/2018
Manager	MICHELE MORITZ-SARRETT		29525 NORTH 144TH WAY , SCOTTSDALE, AZ 85262, USA		8/30/2017

Uploaded Attachments

No Attachments Uploaded

Signature

By typing/entering my name, I intend to affix my electronic signature acknowledging that this electronic document is submitted in compliance with Arizona law. I certify that the information on the electronic document is true, complete, and accurate as of the date the electronic filing is submitted.

I Agree

Signature: Craig Sarrett
Title: Member

02/29/2020

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA



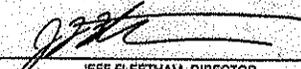
Registrar of Contractors CERTIFIES THAT

315 Fire Protection Services LLC
315 Fire Protection Services

CONTRACTORS LICENSE NO. 318308 CLASS CR16

Fire Protection Systems

THIS CARD MUST BE
PRESENTED UPON DEMAND


JEFF FLEETHAM, DIRECTOR

Maria Hernandez

ADDENDUM 3

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

Date Prepared: November 29, 2018

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

Prepared By: Maria Hernandez, Deputy Town Clerk

Formal Sealed Bid: # Public Works Fire Suppression System Bid Due Date: November 29, 2018 Bid Due Time: 2:00 pm

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	1 original 3 copies	Bid Schedule and amount	Acknowledgement of Addendum #1 & #2 on 11-9-18	List of Subcontractors	Bid Bond	Resolution of Board of Directors	Non Collusive Bidding Certification	W-9	Insurance	Deviation/ Compliance Certification	Participation in Boycott of Israel	Demonstrating Lawful Presense	Acknowledgment of Addendum	Comments
1 Craig Sarrett 29525 N. 14th Way Scottsdale AZ 85262-7838	YES	YES \$89,860	YES	YES	YES	ALTERNATE SUBMITTED	YES	YES	ALTERNATE SUBMITTED	YES	YES	YES	YES	Envelope was not properly labeled
PH #														
2 Mull Sprinkler Inc. P O Box 895 Queen Creek AZ 85242	NO	NO \$56,000	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	Did not comply with any of the requirements
PH #														

Attach additional page(s), if necessary

315 Fire Protection Services
Craig Sarrett Address 29525 N. 14th Way, Scottsdale AZ 85262

Vendor Selected # 1

Justification (if not lowest price)

Mull Sprinkler Inc did not comply with the bid instructions.

Department Head Approval

[Signature]

Date: 12/18/18

Finance Director Approval

Date: 12/19/18

Town Manager Approval

Date: 12/20/18

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



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8h i.

MEETING DATE: January 7, 2019

DEPARTMENT: Development Services

STAFF PRESENTER: Christopher A. Salas,
Development Services Director
Town Engineer

SUBJECT: JAYCO contract for Recharge Facility (CIP-20)

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

STRATEGIC PLAN REFERENCE:

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

RECOMMENDED MOTION/ACTION:

Approval to award a contract to JAYCO, for the recharge facility (CIP SU-20 Recharge), in an amount not exceed \$263,700 (Bid \$219,750. and a 20% Town contingency of \$43,950).

BACKGROUND/DISCUSSION:

In 2016, discussion began about the Town constructing a regional recharge facility to enable collection of recharge credits for the Town's treated effluent. Subsequently, funds were approved in both the 2016/2017 and 2017/2018 Town Budgets for the closeout of the old lagoons and polishing ponds at the South Waste Water Treatment Plant, recharge facility design, and regulatory permitting for the regional recharge facility.

The lagoon and polishing pond closeout project was completed and approved by Arizona Department of Environmental Quality in the fall 2018 and the engineering design and recharge permitting submittal was submitted in summer 2018. Staff anticipates the Arizona Department of Water Resources (ADWR) approval and permitting in the coming months and desires to get the facility constructed and fully functional to obtain recharge credits as soon as possible.

A VOTE OF NO WOULD MEAN:

That the Town would not construct a regional water recharge facility and therefore would not receive recharge credits for our treated effluent. The Town would continue to utilize a National Pollutant Discharge Elimination System Permit to discharge to the Gila River.

A VOTE OF YES WOULD MEAN:

That the Town would construct a regional recharge facility at the South Wastewater Treatment Plant and begin receiving recharge credits once the requisite permitting is approved by ADWR.

FINANCIAL IMPACT:

The project amount shall not exceed \$263,700 (Bid is \$219,750 and a 20% Town contingency of \$43,950) for CIP SU-20 Recharge.

The fixed fee proposed for this project has been advertised and posted in a formal bidding process, negotiated by staff and compared to two independent estimates prepared by two separate companies.

Services will be obtained following the Town's Purchasing Policy, Section 5.63 Purchases of \$25,000 or More (specifically, 5.6321 of Vendor Selection).

5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency/Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council is required on any purchases of \$25,000 or more.

ATTACHMENTS:

- Exhibit A – Scope of Work
- Exhibit B – Invitation to Bid, Addendum 1 & 2
- Exhibit C – Approved Bid Tabulation
- Exhibit D – Bid Response
- Exhibit E – Town of Florence Contract

EXHIBIT 1 - SCOPE OF WORK (SOW)

INTRODUCTION

The proposed project is to develop three recharge basins in an area that was previously used as polishing ponds and aerated lagoons.

The existing WRF comprises headworks, including screens and grit removal, secondary treatment through a sequencing batch reactor (SBR), post equalization, sand filtration, and disinfection using either ultraviolet (UV) light or chlorine. The existing plant is designed to treat 2.5 million gallons per day (MGD), and the peak flow from the post equalization tank is 5.0 MGD.

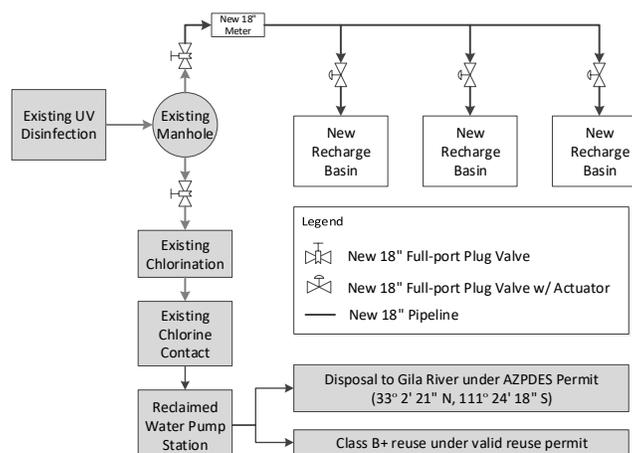
The proposed basins are designed for an average flow of 2.5 MGD, and the recharge system distribution system is designed for a maximum flow of 5.0 MGD.

SYSTEM DESCRIPTION

Figure 1 is a schematic of the recharge basins and recharge water distribution system. Treated effluent from the post-equalization tank flows by gravity through the existing UV disinfection system to an existing manhole. New 18-inch full-port plug valves will be installed on each of the two existing manhole outlets to control the direction of flow. Flow to the recharge basins will go through a new flow meter and then to one of the three new recharge basins.

Flow to the recharge basins is controlled by three new 18-inch full-port plug valves with actuators. During recharge, at any one time, only one of the three valves will be open. Signals from the flow meter and the valves will be used to track the amount of flow into each recharge basin.

Each recharge basin is designed with a bottom surface area of approximately 22,950 square-feet (sf) or approximately 0.56 acres. Each basin will have a staff gauge, which will be used to track the water depth in the individual basins



MANDATORY PRE-BID

ADDENDUM 1 SU-20 RECHARGE FACILITY

MEETING SIGN-IN SHEET

Project: SU-20 Recharge Facility Construction	Meeting Date: 10/4/18
Facilitator: Chris Salas	Place/Room: Library Rec A

Name	Title	Company	Phone	Fax	E-Mail
Jared Scholz		Scholz Contracting	602-320-1357		jared@scholzaz.com
James Zimmerman		Western Companies	928 243-7276		James Z @ westengc.com
Michael RIVERA		Hunter	602 359-1939		Michael.RIVERA @ Huntercontracting.com
BRETT HURTIENNE		KE3G	520 853-0421		BHURTIENNE@KEGTUS.COM
THOMAS MANSFIELD		KE3G	520 343-5021		TMANSFIELD@KEGTUS.COM
Lexi Livensparger		Tiffany Construction	480 272-5672		llivensparger @ tiffanyconst.com
Alex Perez		Perco Rock	(702) 205-9114		alex.percorock@gmail.com
Andrew Dorda		M.A. Mortenson	602 451-4033		Andrew.Dorda @ Mortenson.com
Ubaldo Esparza		Garney Construction	602 642-3895		uesparza@garney.com
Shane O'Brien		Garney	720 375-0988		Sobrien@garney.com
Mike FERRIS		Redpoint Contracting	602-792-0013		estimating@redpointcontracting.com

20-20 MEDICAL
 SU-20 Prebid

Name	Company	Contact
Alex Perez	Perco Rock	(202) 205-9114
Andrew Durda	M.A. Mortenson	602 451-4033
Ubaldo Asparza	Garney construction	602 692 3895
Shane O'Brien	Garney Construction	720 - 375 - 0988
Mike Ferris	Redpoint Contracting	602-792-0013
Jared Scholz	Scholz Contracting	602-320-1357
Jeff Scholz	Scholz Contracting	(213) 216-3441
James Zimmerman	Western Companies LLC	928 243-7676
Gary Hoff (Hoff)	Hoff Contracting	602-359-2441
BRETT HURTENNE	KE36 CONSTRUCTION	520-833-0421
THOMAS MARSHFIELD	KE36 CONSTRUCTION	520 343-5081
Lexi Livensparger	Tiffany Construction	480 272 5672
Chris Salas	Public Works Director	ToFF
Timm Waincott	Utilities Superintendent	ToFF
Joe Jarvis	Finance Director	ToFF



Town of Florence
Public Works Department
444 N. Warner Street
Florence, AZ 85132
(520) 868-7614
www.florenceaz.gov

**Solicitation SU-20 – Recharge Facility
ADDENDUM #2
Questions and Answers
October 16, 2018**

QUESTION: The Town is requiring that the contracting firm demonstrate 5 years of experience. Will the Town allow a newly formed firm to demonstrate the required experienced based on owners and project managers previous experience levels.

ANSWER: Yes. Please include project specific experience of the project manager and ownership and the name of the firm at which the experience was obtained at. The Town will make a final determination based on the firm's submittal.



Town of Florence
Public Works Department
444 N. Warner Street
Florence, AZ 85132
(520) 868-7614
www.florenceaz.gov

**Solicitation SU-20 – Recharge Facility
ADDENDUM #3
Bid Extension to 10/30/18
October 23, 2018**

Clarification:

It has been brought to the Town's attention that there is a conflict in the bid document instructions. In the body of the Bid Document it makes mention that the Town is responsible for the construction material testing, yet on the Bid Tab there is a line item for the Contractor to include this expense in their estimate.

Please use the Bid Tab: Line 14 Provide all materials testing including but not limited to compaction, concrete etc.

The Proposal due date is extended to 10/30/2018, Town Hall Chambers, 2:00pm.

ALT- B SU 20 Recharge Facility Construction

Town of Florence
Value Engineering

Pay Item No.	Description	Qty	UM	Unit Price	Total Price	VE Options	Description
1	Mobilization/Demobilization	1	LS	\$92,500.00	\$92,500.00		
2	Subsistence	1	LS	\$2,600.00	\$2,600.00		
3	Complete all earthwork per plans and specifications complete	37,000	CY	\$6.75	\$249,750.00	\$ (30,000.00)	30k reduction in earthwork if the town contracts direct with Jayco. Contract will also need to be established with Scholz Contracting as we hold support in our contract, i.e. Temp facilities, clear and grub, dust control, H2O tank.
4	Furnish and install 6' diameter Jensen precast flattop manhole with 4'x4' hatch (H2O) load rated and	1	EA	\$17,700.00	\$17,700.00		
5	Furnish and install 6' diameter Jensen precast flattop manhole	3	EA	\$17,700.00	\$53,100.00	\$ (48,000.00)	Install valves going into each basin as direct bury in lieu of the vault installation. Some money has been held back for valve adjustment and possible added shipping due to reduced vault purchase.
6	Furnish and install 18" VSI full port plug valve	3	EA	\$10,000.00	\$30,000.00	\$ (7,800.00)	Change out plug valves this standard butterfly vales to reduce cost
7	Furnish ad install 18" closed bonnet VSI full port plug valve, flanged with 2" nut and worm gear	2	EA	\$10,000.00	\$20,000.00	\$ (10,000.00)	Delete the plug valve heading to the east for future.
8	Furnish and install new 18" PVC DR 35 with all bends, fittings, and appurtenances per plans and specifications complete	200	LF	\$210.00	\$42,000.00		
9	Furnish and install new Inlet dissipation structure including manhole, rip-rap, grate over inlet pipe, and all connections	3	EA	\$1,800.00	\$5,400.00		
10	Furnish and install new 16" Mag Meter and associated piping.	1	EA	\$22,400.00	\$22,400.00		
11	Furnish and install new sight depth gauge per plans and specification complete	3	EA	\$860.00	\$2,580.00		
12	Furnish and install new adjustable pipe supports per plans and specifications complete	4	EA	\$760.00	\$3,040.00	\$ (2,280.00)	Pipe supports can be reduced if valves are directed buried.
13	Provide surveying by a land surveyor registered in the state of Arizona	1	LS	\$4,300.00	\$4,300.00		
14	Provide all materials testing including but not limited to compaction, concrete, etc.	1	LS	\$8,900.00	\$8,900.00	\$ (4,900.00)	Scholz Contracting and the Town of Florence can set up a reduced testing Schedule to help define materials testing scope.
15	Provide all labor, equipment, and materials to provide SWPPP and BMP's	1	LS	\$9,100.00	\$9,100.00		
16	Furnish and install all electrical and controls for conduit and wiring and connection to the existing control panel and required	1	LS	\$28,500.00	\$28,500.00		
17	Furnish and install new rip-rap per plans for erosion control	101	SY	\$55.00	\$5,555.00		

Total VE Options \$ (102,980.00)
Original Contract amount \$ 597,425.00
Value Engineered Price \$ 494,445.00

CONTRACT FOR PROJECT

TOWN OF FLORENCE

CONTRACT FOR PROJECT SU-20 RECHARGE FACILITY CONSTRUCTION

THIS CONTRACT is made and entered into on the _____ day of _____, 20____, by and between Town of Florence, an Arizona municipal corporation, hereinafter called “**Town**” and the “**Contractor**” designated below:

Town and Contractor agree as follows:

ARTICLE 1 – PARTICIPANTS, PROJECT and SITE

TOWN: Town of Florence, Arizona
Project Manager: Christopher Salas
Telephone: (520) 251-3881
E-mail: christopher.salas@florenceaz.gov

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

ENGINEER/DESIGNER: Town of Florence
425 E Ruggles Street
Florence, AZ 85132
Representative: Christopher A. Salas, P.E.
Telephone: (520)-251-3118
E-mail: christopher.salas@florenceaz.gov

PROJECT DESCRIPTION: The proposed project is to develop three recharge basins in an area that was previously used as polishing ponds and aerated lagoons. The existing WRF comprises headworks, including screens and grit removal, secondary treatment through a sequencing batch reactor (SBR), post equalization, sand filtration, and disinfection using either ultraviolet (UV) light or chlorine. The existing plant is designed to treat 2.5 million gallons per day (MGD), and the peak flow from the post equalization tank is 5.0 MGD. The proposed basins are designed for an average flow of 2.5 MGD, and the recharge system distribution system is designed for a maximum flow of 5.0 MGD. This contract is only for the Earth work quantities listed in the bid.

PROJECT SITE: South Wastewater Treatment Plant, 100 Plant Road, Florence AZ 85132

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 *Contract Documents.* The Contract between Town and Contractor shall consist of the following:

Invitation to Bid	List of Subcontractors
Instructions to Bidders	Contract Change Order Form
General Conditions of Contract	Non-Collusive Bidding Certification
Special Provisions	Affidavit Regarding Settlement of Claims
Statutory Bid Bond	Bid Terms
Statutory Payment Bond	Acknowledgement of Addenda Received
Statutory Performance Bond	Standard Specifications
Insurance Requirements	Project Schedule
Bid Schedule	Attachment No. 1 (Plans and Technical Specifications)
Bid Tab	Resolution of Board
Bidder's Qualification Statement	Participation in Boycott of Israel
Solicitation Addendum 1	Deviation/Compliance Certificate
Solicitation Addendum 2	Recharge Plan Sets
Solicitation Addendum 3	Recharge Design Basin Report
W-9	

In the event of a conflict of language between the documents, the provisions of the ITB shall govern. The ITB shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Bidder and Town are not applicable to this Contract or other resultant contracts.

2.2 *Definitions.* The definitions in Section 1 of the General Conditions apply to all the Contract Documents, including this Contract. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following: **Not applicable**

2.3 *Project Specific Conditions.* If there are any additional conditions that apply to this Project, they are set forth in the Special Provisions included in the ITB.

2.4 *Project Plans and Specifications.*

ARTICLE 3 – DESIGN PHASE SERVICES

Please refer to scope of work.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 *General.*

4.1.1 Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.

4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 At all times relevant to this Contract and performance of the Work, the Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Town, the Project and the Contract, including, without limitation, those set forth in the General Conditions.

4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by Town pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4.1.5 Contractor will comply with all terms and conditions of the General Conditions.

4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.

4.1.7 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Town. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to Town. The rights in this Section are exclusive to Town in perpetuity.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables.

4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.2.2 Any additional items which Contractor must deliver to Town prior to commencing the Work on this Project, if any, include the following: **Not Applicable**

4.3 Pre-Construction Conference. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 Control of the Project Site. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 Project Safety. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 Materials Quality, Substitutions and Shop Drawings. All materials necessary for construction of this project shall be provided by the Contractor as part of this Contract. All materials shall be new and unused, and otherwise designed for the intended use. Contractor shall submit any substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4.8 Project Record Documents. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

4.9 Warranty and Correction of Defective Work. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 5 – TOWN RESPONSIBILITIES

5.1 Town shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

5.2 Additional services to be provided or responsibilities assumed, by Town, if any, are listed below:

5.2.1 Materials Testing (to be coordinated with Contractor).

5.2.2 Residential Notifications and Property Access (to be coordinated with Contractor).

5.2.3 Emergency Services Coordination (Police/Fire ingress/egress, to be coordinated with Contractor).

5.3 Additional Information to be provided by Town, if any, is listed below: **Not Applicable**

ARTICLE 6 – PERIOD OF PERFORMANCE (THE "POP" OR "CONTRACT TIME")

6.1 Period of Performance.

6.1.1 The Period of Performance shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth Section 6.4 below. The Notice to Proceed cannot be issued until after the approval and acceptance by Town of the Bid.

6.1.2 The Period of Performance shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Period of Performance.

6.1.3 Time is of the essence for this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule shall be deemed a material breach and be sufficient grounds for termination of this Contract by Town.

6.2 Project Schedule. The Project Schedule as set forth in the ITB and/or an Exhibit to this Contract shall be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.3 Substantial Completion. Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule, which is: See Section 6.4. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

6.4 Final Completion and Final Acceptance.

6.4.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is: **All work must be completed and ready for final payment on the 91st (Ninety First) day after issuance of the NTP.**

6.4.2 Final Completion shall be determined and Final Acceptance shall be issued pursuant to Section 6.4 of the General Conditions.

6.5 Liquidated Damages.

6.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, Town will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Town and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:

\$500.00 per calendar day.

6.5.2 Final Completion Liquidated Damages. For the same reasons set forth in Section 6.5.1 above, Town and Contractor further agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the actual date of Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion:

\$500.00 per calendar day.

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.5.1 and/or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply.

6.5.4 Town may deduct liquidated damages described in this Section 6.5 above from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to Town at the demand of Town, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

6.6.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to Town in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to Town by Contractor.

ARTICLE 7 - CONTRACT PRICE

7.1 Contact Price.

7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Town will pay Contractor the "Contract Price", which is **\$ 219,750.00.**

7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

ARTICLE 8 – PAYMENT

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 9 – CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

11.1 Contractor shall provide Insurance as provided in the Insurance Requirement included in the ITB, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to Town prior to commencing any Work under this Contract.

11.2 Contractor shall provide performance and payment bonds to Town in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-610(A).

11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Town, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 12 – INDEMNIFICATION

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

TOWN OF FLORENCE:

By: _____
TARA WALTERS, MAYOR

CONTRACTOR:

By: _____
Its: _____

ATTEST:

Lisa Garcia, Town Clerk

REVIEWED AS TO FORM:

Clifford L. Mattice, Town Attorney



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8h ii.

MEETING DATE: January 7, 2019

DEPARTMENT: Development Services

STAFF PRESENTER: Christopher A. Salas,
Development Services Director
Town Engineer

SUBJECT: Scholtz Contracting LLC for CIP SU-20 Recharge Facility.

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

STRATEGIC PLAN REFERENCE:

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

RECOMMENDED MOTION/ACTION:

Approval to award a contract to Scholtz Contracting LLC, for a regional recharge facility (CIP SU-20 Recharge Facility), as per attached Exhibit A Scope of Work. The project amount shall not exceed \$341,634 (Bid \$284,695 and a 20% Town contingency of \$56,939).

BACKGROUND/DISCUSSION:

In 2016 discussion began about the Town constructing a regional recharge facility to enable collection of recharge credits for the Town's treated effluent. Subsequently funds were approved in both the 2016/2017 and 2017/2018 Town Budget's for the closeout of the old lagoons and polishing ponds at the South Waste Water Treatment Plant, recharge facility design, and regulatory permitting for the regional recharge facility.

The lagoon and polishing pond closeout project was completed and approved by the Arizona Department of Environmental Quality in the fall of 2018 and the engineering design and recharge permitting submittal was submitted in the summer 2018. Staff anticipates the Arizona Department of Water Resources (ADWR) approval and permitting in the coming months and desires to get the facility constructed and fully functional to obtain recharge credits as soon as possible.

A VOTE OF NO WOULD MEAN:

That the Town would not construct a regional water recharge facility and therefore would not receive recharge credits for our treated effluent. The Town would continue to utilize a National Pollutant Discharge Elimination System Permit to discharge to the Gila River.

A VOTE OF YES WOULD MEAN:

That the Town would construct a regional recharge facility at the South Wastewater Treatment Plant and begin receiving recharge credits once the requisite permitting is approved by ADWR.

FINANCIAL IMPACT:

The project amount shall not exceed \$341,634 (Bid \$284,695 and a 20% Town contingency of \$56,939).

The fixed fee proposed for this project has been advertised and posted in a formal bidding process, negotiated by staff and compared to two independent estimates prepared by two separate companies.

Services will be obtained following the Town's Purchasing Policy, Section 5.63 Purchases of \$25,000 or More (specifically, 5.6321 of Vendor Selection).

5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency/Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council is required on any purchases of \$25,000 or more.

ATTACHMENTS:

- Exhibit A – Scope of Work
- Exhibit B – Invitation to Bid, Addendum 1 & 2
- Exhibit C – Approved Bid Tabulation
- Exhibit D – Bid Response
- Exhibit E – Town of Florence Contract

EXHIBIT 1 - SCOPE OF WORK (SOW)

INTRODUCTION

The proposed project is to develop three recharge basins in an area that was previously used as polishing ponds and aerated lagoons.

The existing WRF comprises headworks, including screens and grit removal, secondary treatment through a sequencing batch reactor (SBR), post equalization, sand filtration, and disinfection using either ultraviolet (UV) light or chlorine. The existing plant is designed to treat 2.5 million gallons per day (MGD), and the peak flow from the post equalization tank is 5.0 MGD.

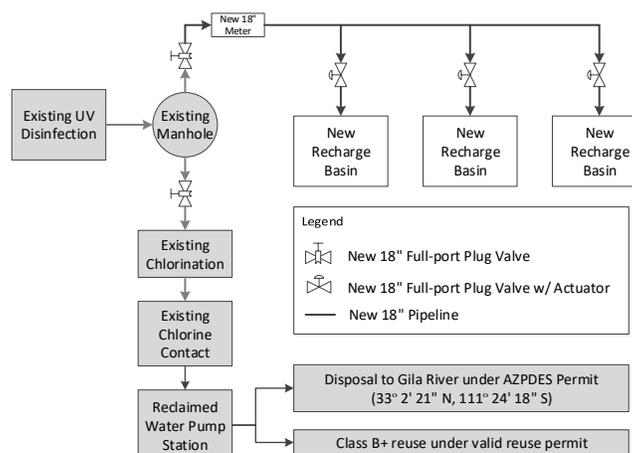
The proposed basins are designed for an average flow of 2.5 MGD, and the recharge system distribution system is designed for a maximum flow of 5.0 MGD.

SYSTEM DESCRIPTION

Figure 1 is a schematic of the recharge basins and recharge water distribution system. Treated effluent from the post-equalization tank flows by gravity through the existing UV disinfection system to an existing manhole. New 18-inch full-port plug valves will be installed on each of the two existing manhole outlets to control the direction of flow. Flow to the recharge basins will go through a new flow meter and then to one of the three new recharge basins.

Flow to the recharge basins is controlled by three new 18-inch full-port plug valves with actuators. During recharge, at any one time, only one of the three valves will be open. Signals from the flow meter and the valves will be used to track the amount of flow into each recharge basin.

Each recharge basin is designed with a bottom surface area of approximately 22,950 square-feet (sf) or approximately 0.56 acres. Each basin will have a staff gauge, which will be used to track the water depth in the individual basins



MANDATORY PRE-BID

ADDENDUM 1 SU-20 RECHARGE FACILITY

MEETING SIGN-IN SHEET

Project: SU-20 Recharge Facility Construction	Meeting Date: 10/4/18
Facilitator: Chris Salas	Place/Room: Library Rec A

Name	Title	Company	Phone	Fax	E-Mail
Jared Scholz		Scholz Contracting	602-320-1357		jared@scholzaz.com
James Zimmerman		Western Companies	928 243-7676		James Z @ westengc.com
Michael RIVERA		Hunter	602 359-1939		Michael.RIVERA @ Huntercontracting.com
BRETT HURTIENNE		KE3G	520 853-0421		BHURTIENNE@KEGTUS.COM
THOMAS MANSFIELD		KE3G	520 343-5021		TMANSFIELD@KEGTUS.COM
Lexi Livensparger		Tiffany Construction	480 272-5672		llivensparger @ tiffanyconst.com
Alex Perez		Perco Rock	(702) 205-9114		alex.percorock@gmail.com
Andrew Dorda		M.A. Mortenson	602 451-4033		Andrew.Dorda @ Mortenson.com
Ubaldo Esparza		Garney Construction	602 642-3895		uesparza@garney.com
Shane O'Brien		Garney	720 375-0988		Sobrien@garney.com
Mike FERRIS		Redpoint Contracting	602-792-0013		estimating@redpointcontracting.com

20-20 MEDIC
 SU-20 Prebid

Name	Company	Contact
Alex Perez	Perco Rock	(202) 205-9114
Andrew Durda	M.A. Mortenson	602 451-4033
Ubaldo Asparza	Garney construction	602 692 3895
Shane O'Brien	Garney Construction	720 - 375 - 0988
Mike Ferris	Redpoint Contracting	602-792-0013
Jared Scholz	Scholz Contracting	602-320-1357
Jeff Scholz	Scholz Contracting	(213) 216-3441
James Zimmerman	Western Companies LLC	928 243-7676
Gary Hoff (Hoff)	Hoff Contracting	602-359-2441
BRETT HURTENNE	KE36 CONSTRUCTION	520-833-0421
THOMAS MARSHFIELD	KE36 CONSTRUCTION	520 343-5081
Lexi Livensparger	Tiffany Construction	480 272 5672
Chris Salas	Public Works Director	ToFF
Timm Waincott	Utilities Superintendent	ToFF
Joe Jarvis	Finance Director	ToFF



Town of Florence
Public Works Department
444 N. Warner Street
Florence, AZ 85132
(520) 868-7614
www.florenceaz.gov

**Solicitation SU-20 – Recharge Facility
ADDENDUM #2
Questions and Answers
October 16, 2018**

QUESTION: The Town is requiring that the contracting firm demonstrate 5 years of experience. Will the Town allow a newly formed firm to demonstrate the required experienced based on owners and project managers previous experience levels.

ANSWER: Yes. Please include project specific experience of the project manager and ownership and the name of the firm at which the experience was obtained at. The Town will make a final determination based on the firm's submittal.



Town of Florence
Public Works Department
444 N. Warner Street
Florence, AZ 85132
(520) 868-7614
www.florenceaz.gov

**Solicitation SU-20 – Recharge Facility
ADDENDUM #3
Bid Extension to 10/30/18
October 23, 2018**

Clarification:

It has been brought to the Town's attention that there is a conflict in the bid document instructions. In the body of the Bid Document it makes mention that the Town is responsible for the construction material testing, yet on the Bid Tab there is a line item for the Contractor to include this expense in their estimate.

Please use the Bid Tab: Line 14 Provide all materials testing including but not limited to compaction, concrete etc.

The Proposal due date is extended to 10/30/2018, Town Hall Chambers, 2:00pm.

ALT- B SU 20 Recharge Facility Construction

Town of Florence
Value Engineering

Pay Item No.	Description	Qty	UM	Unit Price	Total Price	VE Options	Description
1	Mobilization/Demobilization	1	LS	\$92,500.00	\$92,500.00		
2	Subsistence	1	LS	\$2,600.00	\$2,600.00		
3	Complete all earthwork per plans and specifications complete	37,000	CY	\$6.75	\$249,750.00	\$ (30,000.00)	30k reduction in earthwork if the town contracts direct with Jayco. Contract will also need to be established with Scholz Contracting as we hold support in our contract, i.e. Temp facilities, clear and grub, dust control, H2O tank.
4	Furnish and install 6' diameter Jensen precast flattop manhole with 4'x4' hatch (H2O) load rated and	1	EA	\$17,700.00	\$17,700.00		
5	Furnish and install 6' diameter Jensen precast flattop manhole	3	EA	\$17,700.00	\$53,100.00	\$ (48,000.00)	Install valves going into each basin as direct bury in lieu of the vault installation. Some money has been held back for valve adjustment and possible added shipping due to reduced vault purchase.
6	Furnish and install 18" VSI full port plug valve	3	EA	\$10,000.00	\$30,000.00	\$ (7,800.00)	Change out plug valves this standard butterfly vales to reduce cost
7	Furnish ad install 18" closed bonnet VSI full port plug valve, flanged with 2" nut and worm gear	2	EA	\$10,000.00	\$20,000.00	\$ (10,000.00)	Delete the plug valve heading to the east for future.
8	Furnish and install new 18" PVC DR 35 with all bends, fittings, and appurtenances per plans and specifications complete	200	LF	\$210.00	\$42,000.00		
9	Furnish and install new Inlet dissipation structure including manhole, rip-rap, grate over inlet pipe, and all connections	3	EA	\$1,800.00	\$5,400.00		
10	Furnish and install new 16" Mag Meter and associated piping.	1	EA	\$22,400.00	\$22,400.00		
11	Furnish and install new sight depth gauge per plans and specification complete	3	EA	\$860.00	\$2,580.00		
12	Furnish and install new adjustable pipe supports per plans and specifications complete	4	EA	\$760.00	\$3,040.00	\$ (2,280.00)	Pipe supports can be reduced if valves are directed buried.
13	Provide surveying by a land surveyor registered in the state of Arizona	1	LS	\$4,300.00	\$4,300.00		
14	Provide all materials testing including but not limited to compaction, concrete, etc.	1	LS	\$8,900.00	\$8,900.00	\$ (4,900.00)	Scholz Contracting and the Town of Florence can set up a reduced testing Schedule to help define materials testing scope.
15	Provide all labor, equipment, and materials to provide SWPPP and BMP's	1	LS	\$9,100.00	\$9,100.00		
16	Furnish and install all electrical and controls for conduit and wiring and connection to the existing control panel and required	1	LS	\$28,500.00	\$28,500.00		
17	Furnish and install new rip-rap per plans for erosion control	101	SY	\$55.00	\$5,555.00		

Total VE Options \$ (102,980.00)
Original Contract amount \$ 597,425.00
Value Engineered Price \$ 494,445.00

**Town of Florence
Bid Tabulation Sheet**

Maria Hernandez

Verbal (only allowed when \$5,000 or less) Date Prepared: October 30, 2018

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

Formal Sealed Bid: # Recharge Facility Construction (SU-20) Bid Due Date: October 30, 2018 Bid Due Time: 2:00 pm

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	1 original 3 copies	Bid Schedule	Bid Tab and Cost	Acknowledgement of Addendum No.1 No. 2, & No. 3	List of Subcontractors	Bid Bond	Resolution of Board of Directors	Non Collusive Bidding Certification	W-9	Participation in Boycott of Israel	Deviaton/ Compliance Certification	Demonstrating Lawful Presense	Comments
1 Scholz Contracting, LLC 3239 E. Emerald Circle Mesa AZ 85204 PH #	YES	YES	Alt #A \$ 692,966.00 Alt #B \$ 597,425.00	YES	YES	YES	YES	YES	YES	YES	YES	YES	
2 Gamey Companies, Inc. 2130 E. Brown Road, Suite 1 Mesa AZ 85213 PH #	YES	YES	Alt #A \$ 691,827.00 Alt #B \$ 632,084.00	YES	YES	YES	YES	YES	YES	YES	YES	YES	
3 Mortenson Construction 3100 West Ray Road, Suite 101 Chandler AZ 85226 PH #	YES	YES	Alt #A \$ 809,398.99 Alt #B \$ 777,944.38	YES	YES	YES	YES	YES	YES	YES	YES	YES	
4 Redpoint Contracting 39506 N. Daisy Mtn. Dr. # 122 Phoenix AZ 85086 PH #	YES	YES	Alt #A \$ 795,271.00 Alt #B \$ 715,438.83	YES	YES	YES	YES	YES	YES	YES	YES	YES	

Attach additional page(s), if necessary

Vendor Selected _____ Address _____

Justification (if not lowest price) _____

Department Head Approval _____ Date: 12/21/18

Finance Director Approval _____ Date: 12/21/19

Town Manager Approval _____ Date: 1/21/19

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

CONTRACT FOR PROJECT

TOWN OF FLORENCE

CONTRACT FOR PROJECT SU-20 RECHARGE FACILITY CONSTRUCTION

THIS CONTRACT is made and entered into on the _____ day of _____, 20____, by and between Town of Florence, an Arizona municipal corporation, hereinafter called “**Town**” and the “**Contractor**” designated below:

Town and Contractor agree as follows:

ARTICLE 1 – PARTICIPANTS, PROJECT and SITE

TOWN: Town of Florence, Arizona
Project Manager: Christopher Salas
Telephone: (520) 251-3881
E-mail: christopher.salas@florenceaz.gov

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

ENGINEER/DESIGNER: Town of Florence
425 E Ruggles Street
Florence, AZ 85132
Representative: Christopher A. Salas, P.E.
Telephone: (520)-251-3118
E-mail: christopher.salas@florenceaz.gov

PROJECT DESCRIPTION: The proposed project is to develop three recharge basins in an area that was previously used as polishing ponds and aerated lagoons. The existing WRF comprises headworks, including screens and grit removal, secondary treatment through a sequencing batch reactor (SBR), post equalization, sand filtration, and disinfection using either ultraviolet (UV) light or chlorine. The existing plant is designed to treat 2.5 million gallons per day (MGD), and the peak flow from the post equalization tank is 5.0 MGD. The proposed basins are designed for an average flow of 2.5 MGD, and the recharge system distribution system is designed for a maximum flow of 5.0 MGD.

PROJECT SITE: South Wastewater Treatment Plant, 100 Plant Road, Florence AZ 85132

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 *Contract Documents.* The Contract between Town and Contractor shall consist of the following:

Invitation to Bid	List of Subcontractors
Instructions to Bidders	Contract Change Order Form
General Conditions of Contract	Non-Collusive Bidding Certification
Special Provisions	Affidavit Regarding Settlement of Claims
Statutory Bid Bond	Bid Terms
Statutory Payment Bond	Acknowledgement of Addenda Received
Statutory Performance Bond	Standard Specifications
Insurance Requirements	Project Schedule
Bid Schedule	Attachment No. 1 (Plans and Technical Specifications)
Bid Tab	Resolution of Board
Bidder's Qualification Statement	Participation in Boycott of Israel
Solicitation Addendum 1	Deviation/Compliance Certificate
Solicitation Addendum 2	Recharge Plan Sets
Solicitation Addendum 3	Recharge Design Basin Report
W-9	

In the event of a conflict of language between the documents, the provisions of the ITB shall govern. The ITB shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Bidder and Town are not applicable to this Contract or other resultant contracts.

2.2 *Definitions.* The definitions in Section 1 of the General Conditions apply to all the Contract Documents, including this Contract. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following: ***Not applicable***

2.3 *Project Specific Conditions.* If there are any additional conditions that apply to this Project, they are set forth in the Special Provisions included in the ITB.

2.4 *Project Plans and Specifications.*

ARTICLE 3 – DESIGN PHASE SERVICES

Please refer to scope of work.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 *General.*

4.1.1 Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.

4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 At all times relevant to this Contract and performance of the Work, the Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Town, the Project and the Contract, including, without limitation, those set forth in the General Conditions.

4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by Town pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4.1.5 Contractor will comply with all terms and conditions of the General Conditions.

4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.

4.1.7 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Town. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to Town. The rights in this Section are exclusive to Town in perpetuity.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables.

4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.2.2 Any additional items which Contractor must deliver to Town prior to commencing the Work on this Project, if any, include the following: **Not Applicable**

4.3 Pre-Construction Conference. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 Control of the Project Site. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 Project Safety. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 Materials Quality, Substitutions and Shop Drawings. All materials necessary for construction of this project shall be provided by the Contractor as part of this Contract. All materials shall be new and unused, and otherwise designed for the intended use. Contractor shall submit any substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4.8 Project Record Documents. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

4.9 Warranty and Correction of Defective Work. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 5 – TOWN RESPONSIBILITIES

5.1 Town shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

5.2 Additional services to be provided or responsibilities assumed, by Town, if any, are listed below:

5.2.1 Materials Testing (to be coordinated with Contractor).

5.2.2 Residential Notifications and Property Access (to be coordinated with Contractor).

5.2.3 Emergency Services Coordination (Police/Fire ingress/egress, to be coordinated with Contractor).

5.3 Additional Information to be provided by Town, if any, is listed below: **Not Applicable**

ARTICLE 6 – PERIOD OF PERFORMANCE (THE "POP" OR "CONTRACT TIME")

6.1 Period of Performance.

6.1.1 The Period of Performance shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth Section 6.4 below. The Notice to Proceed cannot be issued until after the approval and acceptance by Town of the Bid.

6.1.2 The Period of Performance shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Period of Performance.

6.1.3 Time is of the essence for this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule shall be deemed a material breach and be sufficient grounds for termination of this Contract by Town.

6.2 Project Schedule. The Project Schedule as set forth in the ITB and/or an Exhibit to this Contract shall be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.3 Substantial Completion. Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule, which is: See Section 6.4. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

6.4 Final Completion and Final Acceptance.

6.4.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is: **All work must be completed and ready for final payment on the 91st (Ninety First) day after issuance of the NTP.**

6.4.2 Final Completion shall be determined and Final Acceptance shall be issued pursuant to Section 6.4 of the General Conditions.

6.5 Liquidated Damages.

6.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, Town will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Town and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:

\$500.00 per calendar day.

6.5.2 Final Completion Liquidated Damages. For the same reasons set forth in Section 6.5.1 above, Town and Contractor further agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the actual date of Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion:

\$500.00 per calendar day.

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.5.1 and/or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply.

6.5.4 Town may deduct liquidated damages described in this Section 6.5 above from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to Town at the demand of Town, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

6.6.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to Town in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to Town by Contractor.

ARTICLE 7 - CONTRACT PRICE

7.1 Contact Price.

7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Town will pay Contractor the "Contract Price", which is **\$ 284,695.00.**

7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

ARTICLE 8 – PAYMENT

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 9 – CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

11.1 Contractor shall provide Insurance as provided in the Insurance Requirement included in the ITB, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to Town prior to commencing any Work under this Contract.

11.2 Contractor shall provide performance and payment bonds to Town in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-610(A).

11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Town, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 12 – INDEMNIFICATION

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

TOWN OF FLORENCE:

By: _____
TARA WALTERS, MAYOR

CONTRACTOR:

By: _____
Its: _____

ATTEST:

Lisa Garcia, Town Clerk

REVIEWED AS TO FORM:

Clifford L.
Mattice, Town Attorney

MEMORANDUM

To: Mayor and Town Council
From: Brent Billingsley, Town Manager
Copy: Department Heads
Date: January 7, 2019
Re: Town Manager's Report



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: The annual Christmas on Main Street was held on Friday, December 7th to record-breaking crowds. Estimates place attendance at anywhere from 3,000 to 3,500 people which eclipses past numbers. This holiday extravaganza situated downtown, offered a variety of activities including holiday crafts, food vendors, music, Gingerbread House Contest, Pictures with Santa and of course, the parade.

Several partnerships were created to assist with the numerous activities:

- Belva's Real Estate not only hosted the Gingerbread House Contest, but furnished supplies for people to participate on-site. Prizes were awarded in three categories for two age divisions.
- Employees of Pioneer Title hosted the popular Photos with Santa Claus, an event that attracted long-lines of children and parents
- Arizona Craft & Gallery happily accepted and mailed children's Letters to Santa
- Employees at Bucks 4 Style hosted and chose the winners of the popular, Ugly Sweater Contest

Kim "Koko" Hunter emceed and the Florence Teen Council together, offered a variety of music, trivia contests and dance demonstrations.

"Snow" fell continuously from the Silver King Market Place and Belva's Real Estate rooftops to the delight of children.

The evening was highlighted by the much-anticipated holiday light parade which began at 7:30 p.m. Over 40 entries are the most this event's seen in recent years. The assortment of holiday decorated floats, marching bands and other community organizations were a delight to the thousands of spectators. Regional participation came from Coolidge and Eloy Fire Departments as well as local first-responders.

Economic Prosperity: The Town of Florence and Pinal County, in partnership, have advertised a joint Request for Proposals (RFP) to acquire and redevelop a parcel located at 383 North Main Street, Florence, AZ, 85132 (the old County Elections Building). We call the project the "Town of Florence Property Development Project".

We plan to collectively require the selected development entity to enter into a development agreement (DA) with both the County and the Town.

Leadership and Governance: Captain Bill Bruin has become the first Florence Firefighter to attend the National Fire Academy and is one of the first Fire Captains in the United States to complete the Managing Officer Program.

With the recent closure of the Greyhound stop in Casa Grande, CART was informed that it was no longer eligible to receive funding for intercity connections. Until a new Greyhound stop can be established in the region, and CART can reconnect service to this new stop, CART is operating in the red. Fortunately, the members' dues that have been paid over the past few years have formed a healthy reserve account, but this reserve account is being drawn down. The reserves will be fully depleted by the end of the fiscal year, if no changes are made. Staff is monitoring the situation and will provide further updates with future reports.

The Casa Grande Dispatch wrote a fairly comprehensive article about the issue. To read that article, please see: https://www.pinalcentral.com/casa_grande_dispatch/area_news/greyhound-may-break-ties-with-casa-grande-eyeing-eloy/article_deb388ac-c804-59f3-b9f9-fa8efe3836b8.html

Partnerships and Relationships: Councilmember Wall and I attended the Pinal County Economic Development Forum at Robson Ranch on December 6th. A presentation was provided regarding Florence's economic development partnerships. The event was attended by approximately 200 representatives from the government, education, manufacturing, and development sectors.

Transportation and Infrastructure: The first North/South Corridor meeting in a year was held on November 27 at the Pinal County Complex. The North-South Corridor Study's Tier 1 Environment Impact Study (EIS) will include the selection of a preferred corridor alternative or a no-build alternative for this 40-mile long corridor between US 60 on the north and I-10 on the south, with a connection to the SR24.

Larry Harmer, Chris Salas and I attended the event. It appears to be ADOT's plan to release the Draft Environmental Impact Statement (DEIS) in June 2019. The DEIS will include a "preferred alignment" alternative and will include a substantial public outreach effort. The Town is working to hold one of the public meetings in town to benefit our residents.

Upcoming Events/Meetings/Forums:

- January 8 Pickleball Lessons begin (Aquatic Center Sport Courts)
- January 10 Aquatics Job Fair (Library and Community Center)
- January 15 Historic Presentation: The Diamond Jubilee of Cade Nurses in Arizona: Stories of Service (Library and Community Center)
- January 18 Mother-Son Dance (Library and Community Center)
- January 23 Meals on Wheels fundraiser (Senior Center)
- February 1 Concert in the Park (Padilla Park)

Success Stories:

- State Shared Revenues
 - Year-to-date, excluding Urban Revenue Sharing and fund transfers, FY 2019 General Fund revenues are 9.0% above the prior year and are \$174.9 million above forecast.
 - Sales Tax collections of \$413.0 million were 8.0% above November of last year and \$17.5 million above the forecast for the month. Year-to-date, sales tax collections are 7.0% above the prior year and are \$67.0 million above forecast.
 - Highway User Revenue Fund (HURF) collections of \$123.3 million in November were up 4.5% compared to November of last year and were \$2.8 million above the forecast. Year-to-date, collections have increased by 5.6% above the prior year and are \$11.9 million above forecast.
 - Single-family housing construction is increasing. In October, Arizona's 12-month total of single-family building permits was 30,630, or 13.0% more than a year ago. The comparable single-family permit growth rate for the entire U.S. was 5.7%.
 - In October, Arizona's 12-month total of single-family building permits was 30,630, or 13.0% more than a year ago. Florence lagged behind the state numbers by a little bit, perhaps due to fewer lots remaining in Pulte and the perceived "moratorium" on building within the Johnson Utilities CC&N area. Florence's comparable growth rate was 10.6%. The comparable single-family permit growth rate for the entire U.S. was 5.7%.

Current Advertisements:

The following Requests for Proposals are currently Open:

1. Purchase and Installation of an Advanced Metering Infrastructure System (Due: 1/16/19)
2. Redevelopment Plan Update 2019 (Due: 2/1/19)
3. Sludge Hauling Contractor (Due: 1/24/19)

The following Requests for Proposals are Under Review:

1. Compressor/Cascade Fill Containment System 6000 psi (Closed: 12/13/18)
2. Licensed Bio-Solids Hauling Contractor Services (Closed: 12/19/18)
3. Fire Department Vehicle (Closed: 8/31/18)
4. Public Works Fire Suppression System (Closed: 11/29/18)
5. Silver King Suite 201 Lease (Closed: 12/4/18)
6. Solid Waste Services (Closed: 12/14/18)
7. Recharge Facility Construction (Closed: 10/30/18)
8. Well #4 Rebuild Project (Closed: 11/27/18)



TOWN OF FLORENCE

Community Development

224 W. 20th Street

Florence, AZ 85132

Office: 520-868-7542

Fax: 520-868-7546

COUNCIL MEETING DATE: January 7, 2017
STAFF PRESENTER: Larry Harmer
SUBJECT: Community Development Staff Report

Projects:

Anthem at Merrill Ranch

- Unit 5
 - Landscape Plan submittal late 2018
 - Pave 1st quarter 2019

- Unit 7
 - Landscape Plan submittal late 2018
 - Pave 1st quarter 2019

- Unit 24
 - Improvement Plan approved
 - Final plat approved and recorded
 - Landscape Plan submittal 2020

- Unit 32
 - Improvement Plan approved
 - Final plat approved and recorded
 - Landscape Plan submittal 2019

- Unit 34
 - Improvement Plan approved
 - Landscape Plan submittal 2020

- Unit 52
 - Paved – working on adjustments
 - Landscape Plan approved and under construction

- Unit 55
 - Grading 1st Quarter 2019
- Unit 60
 - Improvement Plan approved
 - Landscape Plan submittal – 2nd Quarter 2019
 - Grading 1st Quarter 2019

Attaway Crossing Annexation

- A preliminary land plan was shared showing primarily single family residential with a 20-acre commercial site
- 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)
- No new updates from previous report

Building Code

- FINAL 2012 ICC Code Adoption is being prepared for Town Council adoption

Rail 3 – 390 N. Main Street

- Improvements continue of interior according to approved plans

Kokopelli Moon Saloon – 255 N. Main Street

- Council action to proceed with remediation 10-15-2018
- Staff is continuing with process

Florence Artisan Acres (Windmill Winery)

- A new Development Agreement was approved by Town Council on September 4, 2018
- Design Review for the new Winery Inn was approved by the Planning and Zoning Commission of August 16, 2018.
- No new updates from previous report.

Monarch/Aspen Farms

- Submittal for new Planned Unit Development (PUD) under review
- 1st review comments have return to the applicants for response/revisions

Smith Building

- Permit issued on 5/14/2018 for demo and replacement of stairs
- Permit issued 5/23/18 for wireless fire alarm
- Remodeling continuing under current permit

Parking and Sign Code Amendments

- Both drafts have been reviewed by the Planning and Zoning Commission
- Public Comment meeting was held on December 4
- Planning and Zoning Commission held their first Public Hearing on December 20

Permits Issued October 2018 *(November totals should be available the 2nd week in December)*

- BLD-COMM – 2 (primarily tenant improvements and FUSD)
- BLD-RES-SFR-NEW – 11
- OTHER – 51
- **TOTAL – 64**

Memorandum



To: Brent Billingsley, Town Manager
From: Bryan C. Hughes, Community Services Director
Date: December 21, 2018
Re: December 2018 Department Report

Staff Updates

- On Tuesday, November 27th, interviews were held for the Recreation Coordinator position at the Senior Center. The panel unanimously agreed that our own Tonya Jaquette, Recreation Programmer at the Senior Center, was the best candidate. Tonya has worked at the Senior Center alongside Laura Carter for the past 14 years, so we were confident that there would be a smooth transition following Laura's retirement on November 30th. Tonya began in her new position on Monday, December 3rd.
- Kaytlin Nolan joined the team at the Florence Community Library on December 19th as the new Children's Librarian.

Project Updates:

- Town staff held a conference call meeting with Bureau of Land Management (BLM) and our consultants on December 11th.
- WestLand Resources submitted their Cultural Inventory of 403 acres for the Poston Butte Expansion Project to the BLM for review. This is a major milestone in the acquisition process.
- Town staff held an online conference meeting with J2 Engineering and Environmental Design met on December 12th to review design work on the Poston Butte Preserve Expansion Project. The Bureau of Land Management (BLM) requires 30% design to be completed as part of the application process, which we plan to submit in February 2019 with an overall Plan of Development (POD).
- The Active Transportation Plan is ongoing. The consultant is expected to submit a working paper in January 2019 outlining current conditions and next steps.
- GreenPlay and their subconsultants held a Strategic Kick-Off on Friday, December 14th for the Parks and Recreation Comprehensive Plan. The kick-off outlined plans for staff and public input, reviewed everyone's role, and discussed the timeline to complete the process. Staff and stakeholder meetings will be held January 29th-31st.
- The Veterans Memorial Committee met on December 18th and fundraising efforts continue. The American Legion is taking the lead on fundraising and all donations made through them may be eligible for a tax deduction.

The Arts and Culture Commission hosted a few events at the Suter House over the past month.

- The Pedro Guerrero Exhibit, held Friday, November 18th and Saturday, November 19th, featured photos and mobiles by famed Frank Lloyd Wright photographer Pedro Guerrero. In addition, several local photographers displayed their photos of local architecture.
- The Guitar Holiday Concert was held on Sunday, December 16th and featured local musicians that have been participating in the guitar and cello workshops coordinated by Hermaline Curran.

Special Events

- The colorful Junior Parada Parade featured 29 entries which included rodeo royalty and other entries to showcase the community's historic western history.
- The annual Christmas on Main Street was held on Friday, December 7th to record-breaking crowds. Estimates place attendance at anywhere from 3,000 to 3,500 people which eclipses past numbers. This holiday extravaganza situated downtown, offered a variety of activities including holiday crafts, food vendors, music, Gingerbread House Contest, Pictures with Santa and of course, the parade.
- The second annual Breakfast with Santa was held Saturday morning, December 8th, at the Library and Community Center with over 80 people registered. Participants were greeted with a delicious breakfast, prepared by the Pinal County Mounted Posse. Florence Teen Council members provided face painting and NJHS (National Junior Honor Society) members from Florence K-8 helped the children make exciting, holiday crafts. Santa Claus posed for photos and led everyone in singing Christmas Carols.

The Spring Activity Guide hit homes the week of December 10th. The guide covers all activities in Community Services from January to April 2019.

The new Give-A-Lift program is scheduled to kick-off in January. Carolyn Ballard, Recreation Programmer, is actively recruiting volunteer drivers and will host a volunteer orientation in the first few weeks of the year. The program helps seniors and disabled adults get to medical appointments.

The Aquatics Job Fair was held on Tuesday, December 11th at the Library and Community Center. The next job fair to learn about employment opportunities at the Aquatic Center for next summer will be held on January 10th. Applications will be accepted beginning January 1st.

Staff and members of the Senior Center held a great retirement party for Laura Carter on Monday, November 28th. Many members told stories and shared other recollections of Laura's 20+ years at the Center. She will be missed!

The Florence Teen Council (FTC) was busy in November and December:

- Held six meetings with consistent attendance
- Held two workshops with good attendance
- Awarded Hanna Earl as FTC member of the month for November
- FTC members constructed Jr. Parada Float
- Participated in the Jr. Parada Parade solely as FTC
- First time FTC shadow program:
 - This program was designed to introduce high school FTC members to Town jobs and possibly help the teens decide on a career. Below were the participants and the Town employee they were paired with:
 - Jayden McMillin - Bryan Hughes, Community Services Director
 - Danielle Roy - Dan Hughes, Police Chief
 - Skylar Mahaffey - Jake Sample, Battalion Chief
 - Lolita Vasquez - Larry Harmer, Community Development Director
 - Grace Diorio - Brent Billingsley, Town Manager
- FTC and Town Council members constructed Christmas Light Parade float
- Participated in Christmas Light Parade with Town Council members
- 3rd Annual Holiday Hoedown
 - 87 members of the public attended
 - A participant wrote a complimentary letter to the editor in the December 20th issue.



The 3rd Annual Holiday Hoedown at the Library and Community Center



Town Council and FTC working on the Christmas Light Parade float

**Parks and Recreation Department
Divisions Report
November 2018**

Recreation/Aquatics/Special Events Programs

Recreation Programs	Participants	Revenue	Notes
B&A Bell – Anthem	24	\$1,320	
B&A Bell – Florence	27	\$1,400	
CPR November	8	\$80	
Jr. NBA	79	\$3,090	
IBK - Nov.	13	\$0	Revenue taken in Oct.
Open Studio	5		Arts and Culture Program
Drum Circle	3		Arts and Culture Program
Fine Art for Teens	5		Arts and Culture Program
Special Event Vendors	6	\$225	
Home Tour ¼ Ad	1	\$50	
Home Tour ½ Ad	1	\$80	
Junior Parada Parade	1,500		Special Event

Facility Use Permits

Number of Facility Use Permits	Number of Bookings	Estimated Number of Participants	Revenue Generated
48	140	4,961	\$517.50

Fitness Center – Membership Package

Fitness Package	Sales	Renewals	Total	Revenue
Adult Annual				\$
Adult Monthly	14	40	54	\$1,080
Adult Six Months	1	1	2	\$198
Employee Membership	1	10	11	Free
Green Tree Inn	22		22	Billed thru A/R
Senior Annual	1		1	\$132
Senior Monthly	12	16	28	\$364
Senior Six Months	5		5	\$330
Youth Monthly	1	2	3	\$39
Youth Six Month				\$
Drop-In Fitness	7		7	\$42
Total Memberships	64	69	133	\$2,185

Fitness Center Classes

Program	Resident	Non-Resident	Revenue	Notes
Silver Sneakers Classic			\$0	
Silver Sneakers Classes			\$0	
Optum Fitness			\$0	

- Estimated member sign-ins throughout the month: 1,006
- Total membership packages sold: 64
- Fitness Center revenue for membership package sales: \$2,185
- Fitness Classes revenue: \$
- Total Revenue: \$2,185

Miscellaneous Revenue

Product	Total	Revenue	Notes
Paper & Markers		\$	
150 th Mug		\$	
Replacement Key FC		\$	
Replacement Key AC		\$	
Swim Diapers		\$	

Dorothy Nolan Senior Center

Activity	Monthly Total
Anthem Pharmacy	01
Angel Care Discussion	11
Back Space 3, Yahtzee, Skip Bo, Dominoes, Cards, Cribbage, Phase 10, Wii Bowling, Bunco-12, Pool	162
Bingo/Healthy Bingo	6
Birthday Cards	14
Bible Study	19
Breakfast	142
Blood Pressures- Angel Care	8
Blood Pressures – Florence Fire	10
Building Use	803
CAHRA	06
Crafts- with Doris - Jewelry- Creations & Libations- Art-/ Joanna-02	4
Coolidge Shopping	1 2
Computer Use	24?
Diabetic Presentation by: Havier -Diabetes Academy 101	0
Dinner Date –River Bottom	21
Dollar Store	07
Dental Clinic	12
Exercise with Rhoda - Pizzazz, - Hand weights and walk a mile, Dining Room	23
Extension Food Program	12
Fitness Center	0
Grief Support	15
Guardian Angel Installation	0
Hair Cuts by Mary Helen	02
Healthy Eating by Lou	12
Home Delivered meals – 11 Participants	212
Knit/Crochet Club	0
Lost Meals	-17
Medicare Advocate Benefits (Open Enrollment)	08
Movie & Popcorn	07
Music by Rudy/ 30 Music with Hermalene48	78
Senior Donation Account Meal Participant –(Florence Cafe)	21
Senior Hot Topics	21
Staff Cooked meals & senior meal	128/21-149
Volunteer Hours	22 @ 251
Wii bowling /Volleyball	12

Accomplishments:

The Center served 395 meals to participants. We had 2 new senior participant this month. Rides were provided for 47 riders, 263 trips to the Center and 17 errands and 30 special events. We traveled 1333 miles.

Estate Planning -15, Yard Sale Trip- 3, Veterans eat free- 22, Desert Belle Trip- 23

Florence Community Library

November 2018

November Statistics

- 11,673 total items were circulated in November
- 65 library cards were issued
- 670 patrons signed up for use of the computer lab computers
- 1,885 wireless sessions were held
- 82 person(s) attended 12 program(s) presented by the library

November Activities

11/3/2018: November Library Movie.
11/6/2018: Family Storytime
11/6/2018: 'Tween Code Club
11/7/2018: Presentation – Artist on the Southwest Road – Willard J. Page
11/13/2018: 'Tween Code Club
11/14/2018: Family Craft
11/15/2018: Family Storytime
11/20/2018: Family Storytime
11/27/2018: 'Tween Code Club
11/29/2018: Family Storytime
11/30/2018: Water Ways Presentation – *Forced to Abandon Our Fields*

The Library Welcomes a New Children's Librarian

Librarian Kaytlin Nolan joined the team at the Florence Community Library on December 19th. She is working closely with Librarian Gloria Moreno to study the library's current children's and teen services, with an eye toward eventually expanding services even further. We are thrilled to welcome her to the library, as well as to the larger Town of Florence team!

Upcoming Program:

Women's Bands in America – Performing Music & Gender
Friday March 1, 5:30 pm

Join Dr. Jill Sullivan at the Florence Library and Community Center on Friday, March 1st at 5:30 p.m. Dr. Sullivan will deliver her AZ Humanities presentation, **Women's Bands in America: Performing Music and Gender**. This discussion traces women's emerging roles in society across three decades, as seen through the lens of women's bands, both concert and marching. This presentation will bring together a series of disciplines, from music to education, from musicology to American history. Dr. Sullivan will be available to answer questions after the presentation.

For more information, or to sign up for this or any other library program, please contact the library at (520) 868-8311.

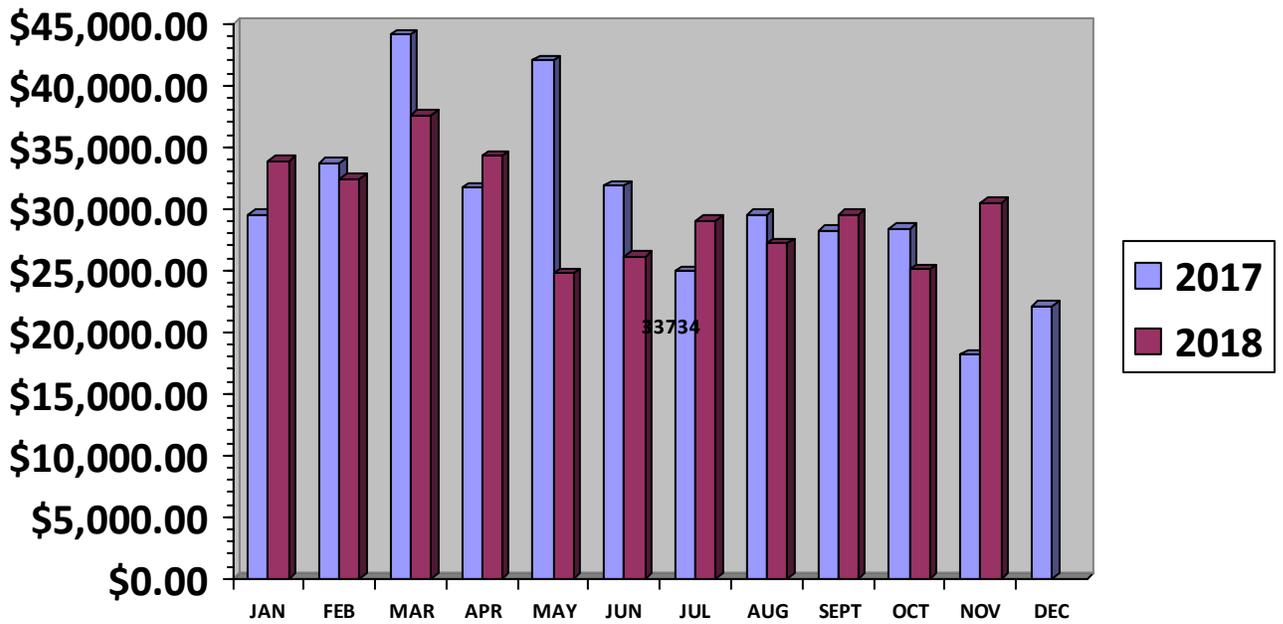
As mentioned last month, October citation intake was almost doubled in comparison to 2017 and it definitely reflected on our revenue for November. This month's revenue was over a 40% increase.

COURT FINANCIAL REPORT

November 2018

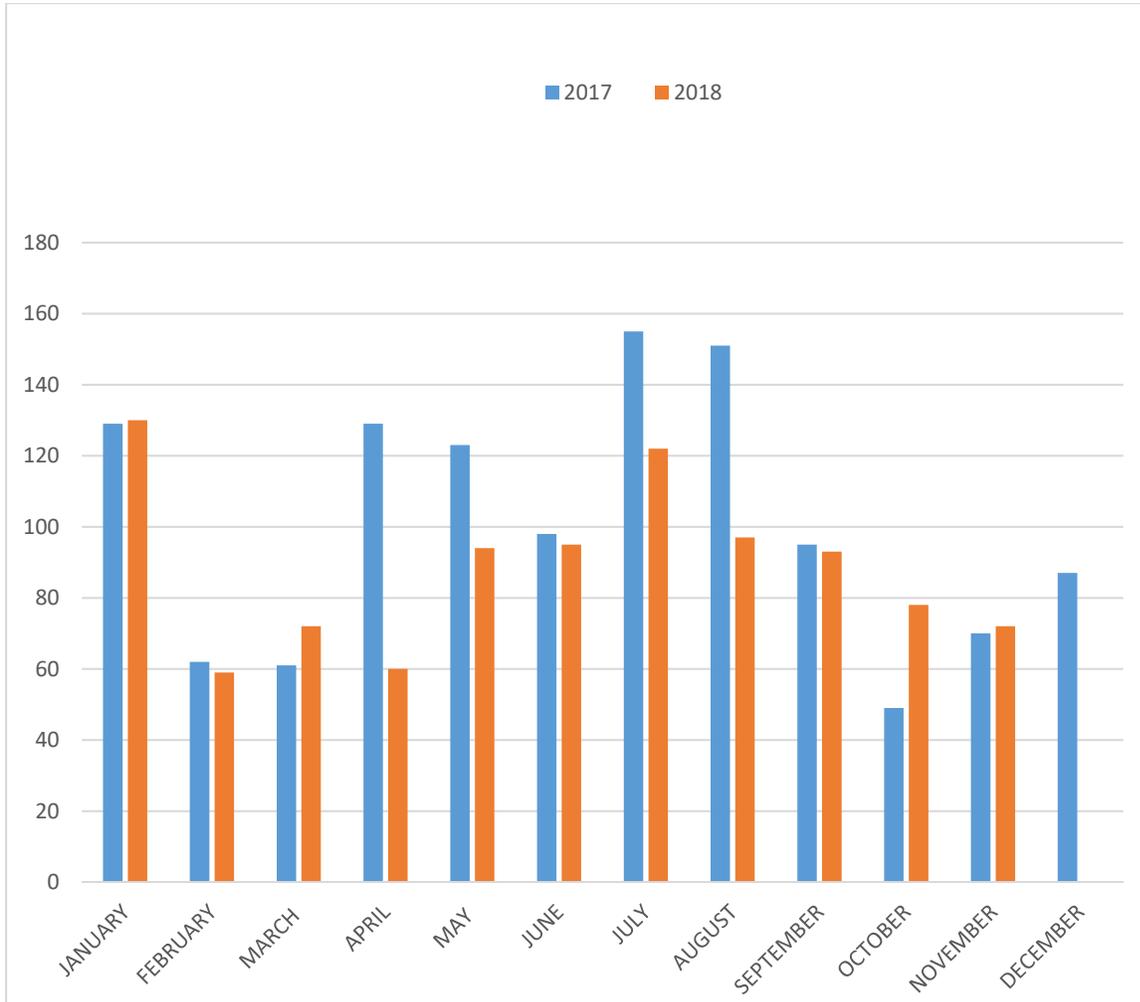
IRENE ENRIQUEZ – Court Administrator

DISTRIBUTION TYPE	NOVEMBER 2018 (CURRENT)	NOVEMBER 2017 (LAST YEAR)
FINE, FEES, & TRAFFIC	10,214.24	8,142.56
STATE SURCHARGES	7,113.33	4,864.38
STATE JCEF	461.28	533.00
LOCAL JCEF	248.37	287.00
STATE FINES	3,884.44	536.47
FLORENCE POLICE FUND	686.53	444.06
RESTITUTION	230.21	70.00
BONDS	1,570.00	1226.00
PUBLIC DEFENDER FEE	357.93	228.05
JAIL HOUSING FEES	3,703.11	973.40
JUSTICE COURT FEES	40.08	33.05
GENERAL FUND	0.00	0.01
FARE SPECIAL COLLECTION FEE	1,700.69	540.08
FARE DELINQUENCY FEE	221.77	190.41
VICTIMS RIGHTS ENFORC.	76.01	64.82
PCSO FUND	0.00	0.00
OVERPAYMENT REFUND	0.00	0.00
COUNTY REVENUE	40.08	33.05
STATE REVENUE	13,457.52	6,729.16
TOWN REVENUE	15,210.18	10,075.08
RESTITUTION AND BONDS	1,800.21	1,296.00
TOTAL MONTHLY REVENUE:	\$30,507.99	\$18,133.98



40.6% Increase from 2017

COMPLAINTS AND CITATION FILED



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2017 –	129	62	61	129	123	98	155	151	95	49	70	87
2018 –	130	59	72	60	94	95	122	97	93	78	72	

CITATION BREAKDOWN

Below are the types of cases filed for the month of NOVEMBER 2018

CIVIL TRAFFIC VIOLATIONS	-	47
MUNICIPAL CODE	-	0
CRIMINAL TRAFFIC	-	13
CRIMINAL	-	7
DUI	-	1
DOMESTIC VIOLENCE	-	4



Finance Monthly Report
 November 2018
 42% of the fiscal year

To: Brent Billingsley, Town Manager
 From: Joseph Jarvis, Finance Director
 Date: 12/19/18

Facts about the Town's Utilities
 Service Orders Completed (sanitation): 639

Included is the October 2018 statement from PFM.

	REVENUE	REVENUE	PERCENT	EXPENSE	EXPENSE	PERCENT
FUND	BUDGET	RESULT	COLLECTED	BUDGET	RESULT	SPENT
General	15,199,070	5,966,933	39%	15,185,620	5,020,917	33%
Capital	1,230,000	559,865	46%	1,457,640	73,745	5%
Streets	3,238,310	1,086,311	34%	7,966,495	2,312,853	29%
Water	3,045,080	1,560,493	51%	4,276,360	1,316,379	31%
Wastewater	3,861,650	1,604,533	42%	7,823,320	1,469,810	19%
Sanitation	864,700	356,550	41%	841,290	366,691	44%
TOTAL	27,438,810	11,134,685	41%	37,550,725	10,560,395	28%

Fire Department

MEMORANDUM

DATE: December 4, 2018

TO: Brent Billingsley, Town Manager

FROM: David Strayer, Fire Chief

SUBJ: Summary of November 2018 and Plans for December 2018

The fire responses for 2018-2016 are as follows:

November 2018	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	0	0	0	0	0	0
Structure Fires	0	0	0	0	0	0
Vehicle Fires	1	0	1	0	0	2
Trash Fires	0	0	0	0	0	0
EMS	55	27	39	70	0	191
HazMat	3	0	1	0	0	4
Electrical Arching	1	0	0	0	0	1
Police Asst./Public Asst.	1	2	8	0	0	11
Unauthorized Burning	0	0	0	0	0	0
Good Intent	0	0	0	0	0	0
Controlled Burning	0	0	0	0	0	0
False Alarm/System Malfunction	3	0	8	0	0	11
Emergency Stand by (move up)	1	0	60	0	1	62
Other Calls	3	0	11	0	0	14
TOTALS	68	29	128	70	1	296

Three Year View	2018		2017		2016	
	Nov	YTD	Nov	YTD	Nov	YTD
EMS	191	1721	150	1763	146	1877
Fire Calls	2	44	6	45	7	57
All other Calls	103	957	81	937	72	761
TOTALS	296	2722	237	2745	225	2695

Summary of November

Fire Chief Report

- Attended November Town Council Meetings
- Attended weekly Management Team Meetings
- Conducted weekly Fire Staff meetings
- Attended a budget training session November 1st
- The Fire Department Annual Awards Banquet was held November 2nd at the Florence Community Center
- Conducted a Florence Public Safety Agency Meeting November 7th
- Attended a Local Emergency Planning Committee Meeting November 8th
- Attended a meeting on the Kokopelli Moon Saloon complaint November 13th
- Attended a meeting with Horizon Health Care and Mountain Vista Hospital November 19th
- Attended a budget meeting November 19th
- Attended a preparation for complaint, warrant and abatement meeting November 19th
- Facilitated a meeting with San Carlos Irrigation Project on November 21st
- Attended a meeting with the Arizona State Fire Marshal November 28th
- Attended the unveiling of the restored fire truck at the Pinal County Historical Society Museum November 29th
- Attended a contractor meeting on the Hospital project
- Attended the Kokopelli Moon Saloon demolition hearing November 30th
- The fire department continued to promote fire safety in 5 Parks and provided additional smoke detectors and carbon monoxide detectors
- Work continued on the Fire Department capital and operating budget items including the rehab truck, SCBA compressor and fire hose purchases
- EMS policies and procedures are being reviewed in conjunction with the renewal of the base hospital agreement with Mountain Vista Medical Center

- State Fire Marshal

MOU Agreement

Training

- Active Shooter Operational Training with PCSO and Chandler Public Safety Training Center.

Special Assignments

- Terrorism Liaison Officer Assignment State Farm Stadium

Division Report – Operations

Apparatus

- Pump testing complete on apparatus with pumps.

Uniforms/Personal Protective Equipment (PPE)

- Turnouts taken for cleaning after structure fire

Communications Equipment

- In-house portable radio repair and programming on two radios

Emergency Medical Services (EMS)

- Medication/Drug restock
- Meeting with MVMC policy review

Training

- Captain Bruin National Fire Academy
- Forcible entry training on door prop
- Extrication training

Special Projects

- Multiple School visits were conducted for fire safety
- SCBA compressor cascade maintenance for breathing air

Town Committees

- Health and Safety
- Grants
- Timekeeping and paperless review
- Initiatives, rewards, and recognition

- Emergency Communications
- Public Safety Planning Group

Public Education and Community Risk Reduction

2018 Annual Awards Banquet



Florence Fire Department

Awards Banquet

November 2nd, 2018

5:00PM

- Welcome (Dave)
- Bagpipes/Drums/Honor Guard Flag Presentation (Freddy)
- Pledge of Allegiance (Dave)
- Invocation (Brad)

- Meal (Lavonna)
- Recognition of Special Guests (Dave)
- Guest Speaker Introduction (Dave)
 - Guest Speaker Chief Mary Cameli
- Promotions (Jake)
 - Full-time Firefighter
 - Chris Regan
 - Stephen Johnson
 - Scott Christiansen
 - Captain
 - Corey Usher
- Recognitions (Dave)
 - Mary Cameli
 - Rumdoul In
 - Fire Truck Restoration
 - Jeff Moser Retirement
 - Overview of Career
 - PowerPoint Presentation (Mike)
 - Presentation of Plaque and Watch (Dave and Freddy)
 - Jeff's opportunity to address the group
- Conclusion – Pictures

Florence Fire Department 2018 Awards Banquet





Fire Chief Mary Cameli

Mesa Fire and Medical Department

Firefighter Chris Regan



Fire Truck Restoration



Captain Jeff Moser





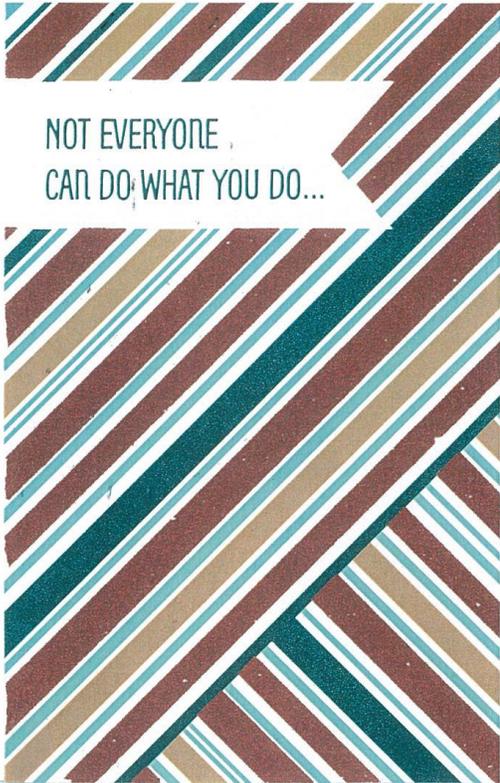












NOT EVERYONE
CAN DO WHAT YOU DO...

american greetings

18943797
0 64319 28018 8
6044508
4.69 ATY264868001
AMERICAN GREETINGS CLEVELAND, OHIO 44145
© GIGCO, LLC MADE IN U.S.A.
Printed on sustainably sourced paper

Chief —
Wow! I wish our whole Team
could have participated — you
really did yourselves and the Team
proud last night and I was truly
thrilled to be there
I hope every young girl saw Chief
Cameli and how brave they can be
chief too — she is awesome.
We will follow up later —
I'd like a copy of your photo w/ names
& we want to start some oral video
histories — the Block House — now
Firehouse is your history!
always —
L.C.

November 3, 2018

Chief & Cameli —

But anyone can see
that what you do
makes a wonderful difference!

THANK YOU
on behalf of FCHS
Super,
Chief
&
me —
Thank you!

Thank You Note to Mike Scherm

Mike,

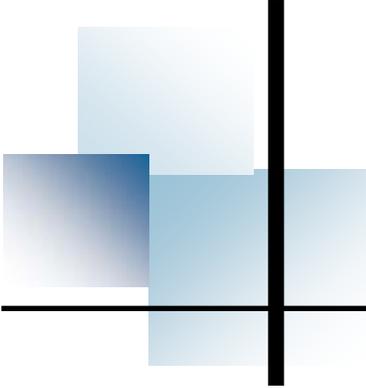
AZ Lifenet 4 out of Coolidge called to express Kudos for the work done at Incident # 31997 which occurred 11-5-18 at Judd Rd and Attaway. This auto accident involved air lifting a patient and they had promised to notify all of his condition. Mr. Riddenger is still in the hospital but is in stable condition. If you remember this incident and want further information on his injuries and treatment, please contact me as he gave me the stats.

I have sent this to you as you signed the report and have cc'd chief.

Lavonna Perez
Administrative Assistant
Florence Fire Department
P.O. Box 2670
Florence, AZ 85132
(520) 868-7608 Phone
(520) 868-7517 Fax
Lavonna.perez@florenceaz.gov

Plans for December

- Monthly Fire Department meetings with Caliente begin December 3rd, 2018
- A meeting with the Arizona State Fire Marshal is scheduled for December 3rd
- A Pinal County Public Radio Communications Committee meeting is scheduled for December 4th
- Everbridge mass notification training is scheduled for December 5th
- The Pinal County Historical Society Christmas party is scheduled for December 5th at 6:00pm
- The annual employee appreciation luncheon is scheduled for December 11, 2018
- The bid opening for the self-contained breathing apparatus compress for fire station 542 is scheduled for December 13
- A GEO 4th quarter board meeting is scheduled for December 19th
- A Policy Committee meeting is scheduled for December 20th
- A Pinal County Substance Abuse Council meeting is scheduled for December 25
- The Fire Department will finalize planning for implementing a burn permitting system in the Town of Florence beginning January 1, 2019
- The Fire Department will be preparing a presentation for the Pinal County Youth Justice Center



FLORENCE POLICE

Monthly Report – November 2018

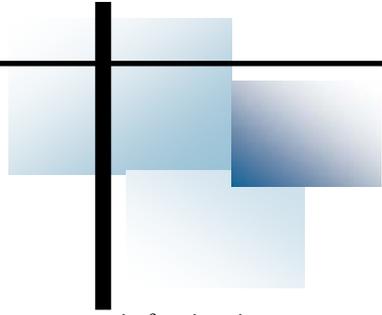
Daniel R. Hughes, Chief of Police



425 N. Pinal St. □ P.O. Box 988

Florence, AZ 85132

Phone: 520-868-7681 □ Fax: 520-868-0158



“The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.”

The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month of November 2018. The monthly report is prepared for the Town Council’s review and furthermore for the use by FPD to examine the current activity within the department and community to identify short-term and long-term needs and develop plans for improvement to provide the highest level of service.

Personnel

Employee	Position	Effective
<i>New Hire</i>		
Cindi Goodson	Dispatcher	12/2018
<i>Resignations/Terminations</i>		
None		
<i>Vacancies</i>		
1	1 Supervisor	
1	Full-time Dispatcher	Open continuous

Chief of Police

Chief of Police, Daniel R. Hughes attended the following meetings during the month of November:

- Town Council Meetings
 - Management Team Meetings
 - Weekly FPD Administrative Meetings
 - Purchasing Committee Meeting
 - Fire and Police Communication Meeting
 - Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-2) Planning Meeting
 - Pinal County Law Enforcement Association (PCLEA) Meeting
-
-

Administrative/Support Services

The Support Services area includes the following: Communications Division, Evidence and Property, Crime Scene Investigator, Records Division, and Departmental Budget/Finances.

The Support Services Manager (Deanna Husk) had the following monthly activities:

- Review of Policy/Procedures for Evidence/Property
- On-going update of Policy/Procedures for Volunteers
- Budget preparation for FY19/20
- Pinal County Law Enforcement Meeting – Secretary
- Review of Training Manual for Dispatch
- Review of upcoming evaluations
- Preparation for annual audits
- Preparation for annual volunteer meeting

Communications

The Dispatch Supervisor had the following monthly activities:

- 1 full-time position vacant
- Scheduling & testing new applicants
- Held oral boards
- Full-time Dispatcher position offered to applicant with December start date
- Working on Superior Fire Billing

Calls for Service

Below is a table that depicts the total calls for service handled by FPD dispatchers during the month of November. 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	31	8	26	65
Crime Stop Line	0	0	0	0
Officer Report	212	111	226	549
In Person	46	3	2	51
Radio Transmission	0	1	3	4
State TT/NLETS	0	0	0	0
Telephone	163	47	87	297
TOTAL	452	170	344	966

Average Response Time to Calls for Service

6 Month Reporting Period: June 2018 to November 2018

	Jun	Jul	Aug	Sep	Oct	Nov
Priority 1	5:28	6:54	4:21	4:50	5:13	5:35
Priority 2	4:51	10:01	7:17	6:00	7:15	8:09
Priority 3	21:13	17:51	20:29	26:14	21:10	25:55
Priority 4	24:16	22:15	13:00	26:53	3:01	None

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.
-
-

NOVEMBER 2018 – Offense Count Index

Classification of Offense	Offenses Reported	Unfounded Complaint	Actual Offense	Offenses Cleared	Juvenile Clearance
CRIMINAL HOMICIDE	0	0	0	0	0
a. Murder/Nonneg Manslaughter	0	0	0	0	0
b. Manslaughter by Negligence	0	0	0	0	0
FORCIBLE RAPE	0	0	0	0	0
a. Rape by Force	0	0	0	0	0
b. Attempt Forcible Rape	0	0	0	0	0
ROBBERY	0	0	0	0	0
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
ASSAULT	6	0	6	5	1
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.	2	0	2	2	0
e. Other Assaults – Simple	4	0	4	3	1
BURGLARY	0	0	0	0	0
a. Forcible Entry	0	0	0	0	0
b. Unlawful Entry/No Force	0	0	0	0	0
c. Attempt Forcible Entry	0	0	0	0	0
LARCENY – THEFT	5	0	5	0	0
MOTOR VEHICLE THEFT	0	0	0	0	0
a. Autos	0	0	0	0	0
b. Trucks	0	0	0	0	0
c. Other Vehicles	0	0	0	0	0
GRAND TOTAL	11	0	11	5	1
Clearance(s) by Adult Arrest	1				
Clearance(s) by Juvenile Arrest	1				

**All data presented in this report is tentative until monthly audit is complete

Property & Evidence

During the month of November 2018, there were 118 envelopes/packages involved in 66 incident cases submitted for processing by the Property and Evidence Section. Of the total, envelopes/packages:

- 76 were Evidence items of which 2 was released, 71 were stored, and 3 out to lab.
- 14 were Safekeeping items of which 13 were released and 1 was stored.
- 27 were Disposal items of which 7 were stored and 20 were destroyed.
- 1 was Found items of which 1 was released.

The items of evidence involved the following crimes:

- 11 - Drug Incidents
- 2 - DUI

2018 – Property and Evidence Processing							
TOTAL PACKAGES	EVIDENCE STORED	SAFE KEEPING	FOUND PROPERTY	DISPOSAL	RELEASED	OUT TO OFFICER	SENT TO LAB
118	79	14	1	27	16	15	3

Other Considerations

- The status of the Police Evidence Trust Fund bank account, involving \$2,581.14.
15 pending items:
9 are for safekeeping/found property,
5 are pending RICO forfeiture/Evidence,
1 is to be returned to owner if located.
 - Fingerprints were taken for 36 citizens by the Property and Evidence Section and Police Volunteers this month. The prints included volunteers, employee applicants and private citizens.
-
-

Operations/Patrol

The Operations/Patrol Division is under the direction of Lt. Terry Tryon, and he has attended the following meetings during the month of November:

- 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

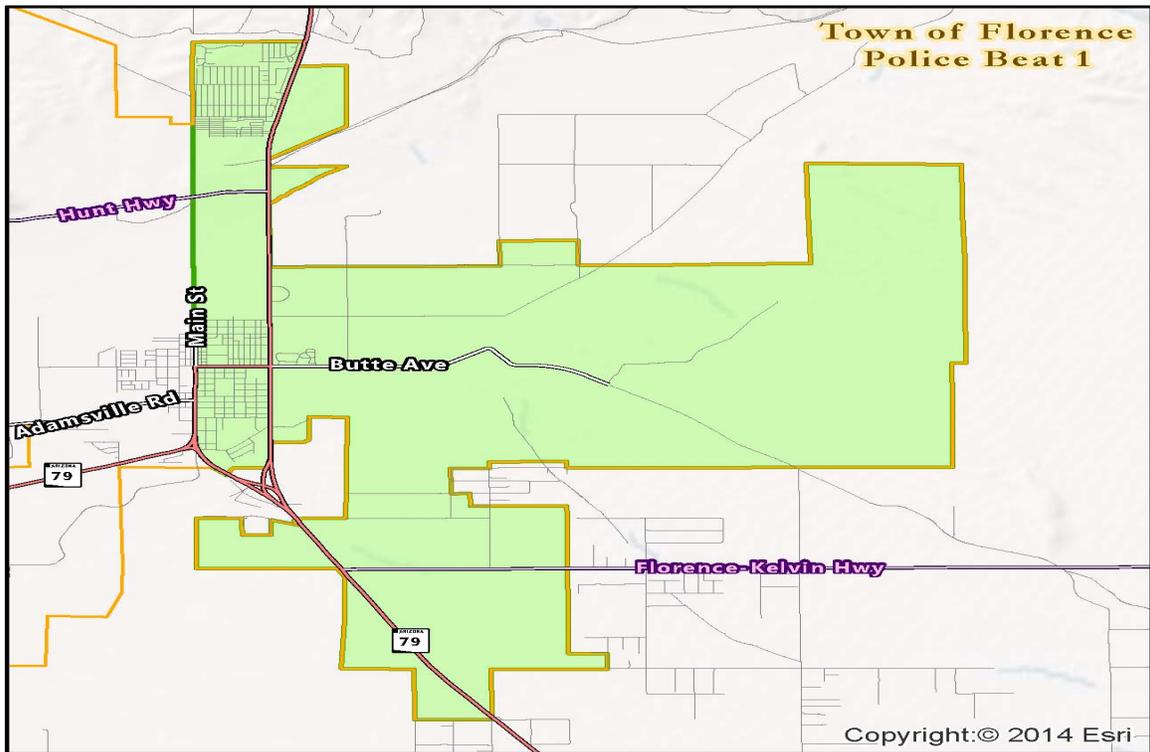
No data to report this month.

Criminal Investigations Unit

# of new cases assigned in November:		4	
Observed Offense	Assigned Detective	Case Status	Notes:
Threats	L. Gaston	OPEN	Bomb Threat at Anthem K-8, juvenile subject identified charges pending
Suspicious Item	D. Helsdingen	Closed	Skeletal Remains found on F-Mountain deemed non-human by ME
Sex Offense (PREA)	D. Helsdingen	OPEN	Detainee reported being raped-SANE exam completed, Search Warrant for DNA done, detainer issued on suspect
Welfare Check	D. Helsdingen	Closed	Body Warrant written on subject refusing to exit residence after commitment order
# of cases carried over into November:		7	
Observed Offense	Assigned Detective	Case Status	Notes:
Hit & Run	D. Helsdingen	OPEN	Witness came forward with information-report completed and forwarded Charges to PCA, PCA requesting additional investigation
Dangerous Drugs/Child Abuse	D. Helsdingen	OPEN	2 suspects arrested further investigation into child abuse requested
Child Abuse	L. Gaston	Closed	One Adult arrested DCS Involved
Attempted 1 st Degree Murder	D. Helsdingen	OPEN	Suspect In-custody Report received from DPS confirming DNA from victim on the knife still working with CGPD with suspect tampering with victim
Promote Prison Contraband	D. Helsdingen	Closed	Felony Charges filed on 2 adults
Arson	D. Helsdingen	OPEN	Search Warrant Completed \$10,000 reward following up on leads
Sexual Abuse	D. Helsdingen	Open	Confidential Felony Charging packet completed
# of joint cases worked in November:		4	
Observed Offense	Assigned Detective Primary/Secondary	Case Status	Notes:
Child Abuse	L. Gaston/ D. Helsdingen	Closed	Suspect in custody facing multiple felony counts
Homicide	D. Helsdingen/L. Gaston	OPEN	1 st Degree Murder Charges Filed
Sex Offense (Juvenile)	L. Gaston/D. Helsdingen	OPEN	Several female subjects disclosed inappropriate sexual abuse. Grand Jury scheduled 11/7/18 eight felony counts-suspect arrested search warrant completed on cell phone
Sex Offense (Juvenile)	L. Gaston/d. Helsdingen	OPEN	Child disclosed during forensic exam suspect invoked prior to questioning
Other Activity:			
L. Gaston	Use of Force training		
D. Helsdingen	FA2 meeting		
D. Helsdingen & L. Gaston	Forensic Interviews x3		

D. Helsdingen	Grand Jury x2
D. Helsdingen	Child Exploitation Part III

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): 425

Total number of traffic stops: 165

Total number of accident reports taken: 6, 2 of which were on private property

Total number of citations issued: 27 for 46 violations

Total number of DUI: 0

Crimes against Persons

Assault: 6

Sexual assault: 2

Property Crimes

Criminal damage: 2

Theft: 4

Monthly Activities

Total calls for service were down from last month (589). Person crimes (8) remained the same as last month (8). Property crimes (6) were down from last month (12). Seven (7) of the reported index crimes (14) during this time period occurred in Detention Facilities. 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 also to provide a presence in the community to help deter additional crimes. There were 37 warrant arrests in Beat 1 during the month.

In addition to normal patrol, officers also conducted 87 Directed Patrols of businesses, apartment complexes, Florence Gardens and Caliente communities and the prisons.

Community Involvement and Education

Area schools were open this month except for Thanksgiving Holiday weekend. 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.

Special Events

Annual Junior Parada on Main Street was well attended with no problems reported.

Upcoming Special Events

Christmas Light Parade

Significant Calls for Service

Sex Offense reported on N. Bowling Road - Active investigation.

Sex Offense reported on N. Bowling Road - A male inmate reported that he had been raped by another inmate several times. Due to the victim waiting to report these incidents, no physical evidence was able to be recovered. Charges have been forwarded to the courts for review.

Assault reported on N. Bowling Road - Awaiting information from the prison.

Assault reported on N. Bowling Road - Three male inmates were in a dispute which escalated to a physical altercation. One male sustained a broken hand and a second inmate sustained a head injury which required hospitalization. Charges forwarded to the court.

Assault reported on N. Jason Lopez Circle - During court proceedings a 16 - year old male stopped answering the courts questions and chased after another male in the courtroom and began punching him. The victim received no visible injuries. The suspect was arrested and booked into Juvenile Detention.

Assault reported on N. Pinal Parkway - Awaiting further information from the Corrections facility.

Assault reported on N. Pinal Parkway - A male inmate reported that another inmate walked up to him and then kicked him in the chest two times. The victim was treated at the hospital for a complaint of pain (no visible injury). The suspect refused to be interviewed. Charges were forwarded to the court.

Assault reported on N. Bowling Road - Awaiting further information from the Corrections facility.

Theft reported on S. Park Street - A female reported that a television was stolen from her home. There were no signs of forced entry into the home. There are no suspects.

Theft reported on N. Santa Cruz Drive - A male reported that an unknown suspect removed a weathervane and a metal pot from his rear yard without permission to do so. There are no suspects or leads at this time.

Theft reported on S. Park Street - A woman reported that someone stole a key and a phone charger from inside of her home. There were no signs of forced entry and no suspects at this time.

Theft reported on E. 1st Street - Florence Fire Department reported that a medical bag was either left at the scene of a call or stolen at the scene of a call.

Criminal Damage reported on E. Florence Heights Drive - Someone damaged the office door at the apartment complex. There are no suspects or leads at this time.

Criminal Damage reported on E. 12th Street - During a domestic incident a female was locked out of her home. The female then decided to throw golf balls through three windows causing damage. The female was arrested.

Criminal Damage reported on N. South Dakota Avenue - No damage reported.

Accident reported on N. Pinal Parkway at Railroad crossing – A vehicle struck the railroad gate as it was blocking the road for a passing train. The vehicle then fled the scene without reporting the incident.

Accident reported on N. Pinal Parkway at E. Price Road - Four vehicles were traveling in a row on Highway 79. When the first vehicle slowed at the railroad tracks it caused the four vehicles to drive into each other. Minor injuries reported, all refused medical treatment.

Accident Private Property reported on N. Pinal Parkway – While driving in the store parking lot a vehicle struck the curbing causing minor damage to his vehicle.

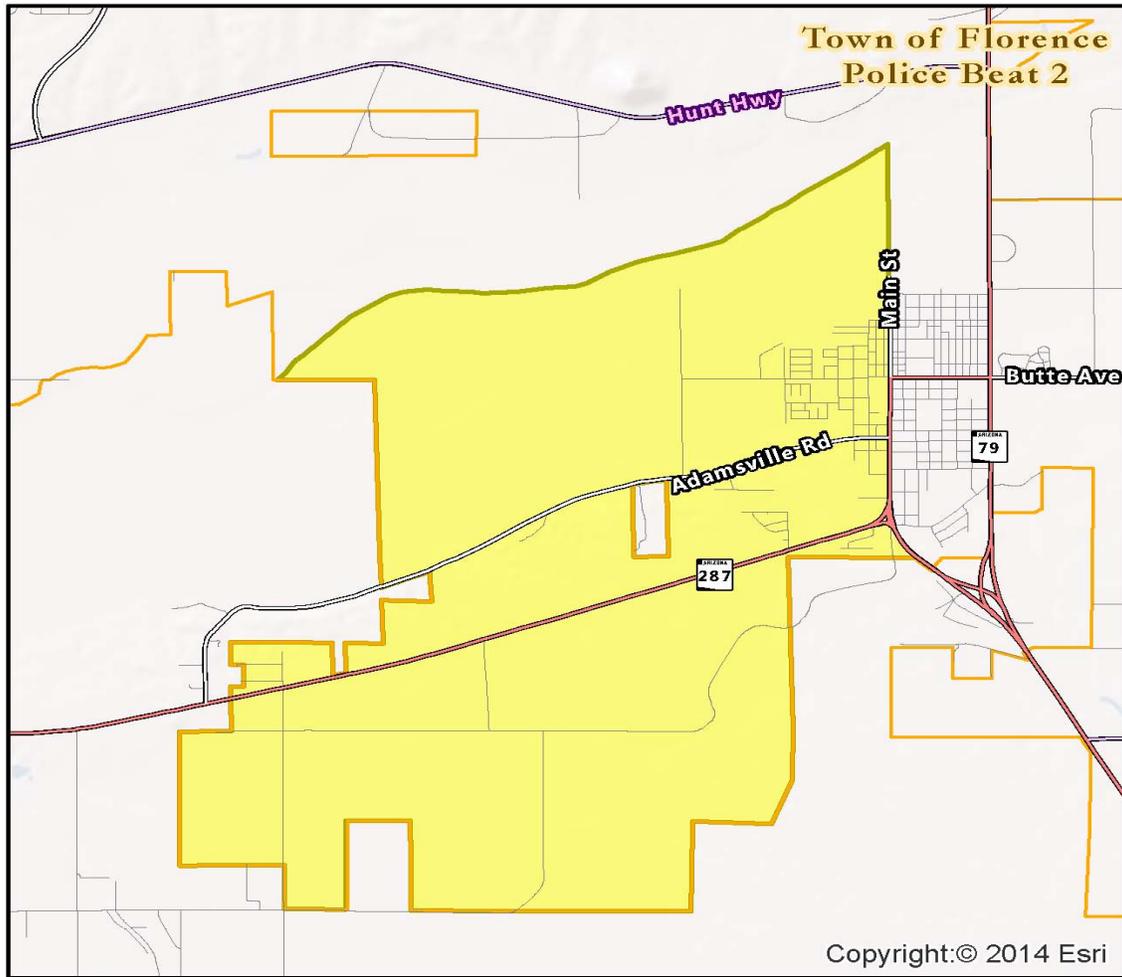
Accident Private Property reported on E. Butte Avenue - While in the prison parking lot, two corrections vehicles backed into each other. Minor damage, no injuries.

Training

Digital/Video training for Active Shooter and Mental Health cases.

Our new officers, Mr. Craig Martin and Mr. Manuel Carrillo successfully completed their training programs and have been assigned as patrol officers. Mr. Blake Andrews is currently performing third phase of his Field Training Program.

Beat 2



Beat Statistics

Beat 2 Supervisor – Sgt. D. Campbell
There are 6 officers assigned to Beat 2
Total number of calls for service (including traffic): 158
Total number of traffic stops: 84
Total number of accident reports taken: 1
Total number of citations issued: 11 for 15 violations
Total number of DUI: 0

Crimes against Persons:

None

Property Crimes:

Burglary: 1

Monthly Activities

During the month of November, crime significantly decreased. Due to multiple arrests, no current cases have been reported. FPD increased directed patrols and conducted various field interviews during the month. 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 30 directed patrols of the local business and issuing warning citations for parking violations (6) to include (8) Field Interviews. FPD has been conducting stationary surveillance on various locations to determine narcotic activity.

Special Events

Florence Police Department provided security during the Junior Parada. During the event no major issues were reported.

Upcoming Special Events

None

Significant Calls for Service

Burglary: FPD responded to 100 block of S. Sycamore reference a burglary. During the investigation an unknown female at the time entered the residence via the back door and turned off the CCTV. According to the female subject, she personally knows the homeowner which was confirmed. The suspect stated she recently got out of jail and needed to charge her phone. The female was arrested for criminal trespassing and booked into Pinal County Sheriff's Office Adult Detention Center without incident.

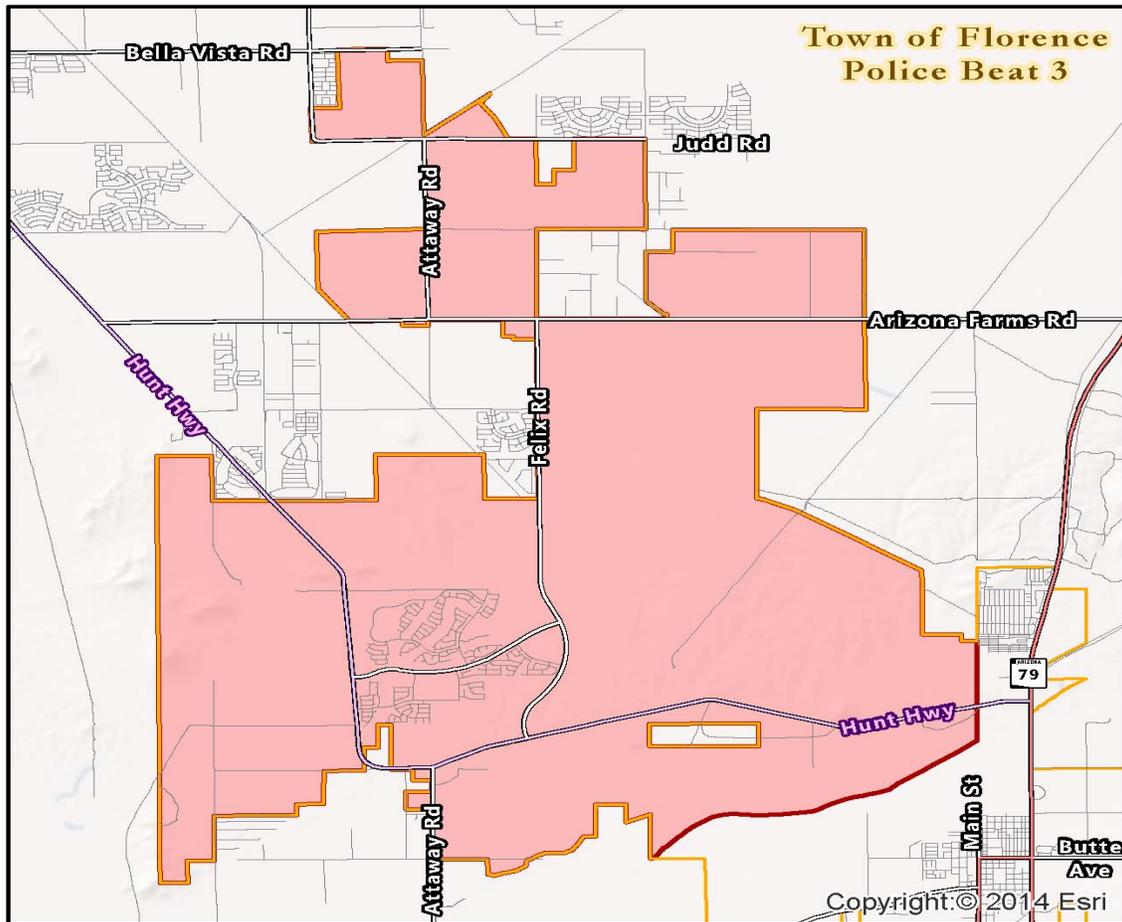
Directed Patrol: FPD arrived at Florence High School in an attempt to locate a juvenile subject with an outstanding warrant. FPD arrived on scene and with the Florence High School security team, the subject was located and booked into Pinal County Youth Justice Center without incident.

Suspicious Activity: FPD responded to a suspicious act in the area of Central Avenue and West 11th Street. FPD arrived on scene and contacted two subjects sitting in a vehicle. While officers were on scene the odor of marijuana was coming from the vehicle. Both subjects did not have a valid marijuana card. The driver was 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.

Beat 3



Beat Statistics:

Beat 3 Supervisor – Sgt. S. Morris
There are 6 officers assigned to Beat 3
Total number of calls for service (including traffic): 311
Total number of traffic stops: 188
Total number of accident reports taken: 3
Total number of citations issued: 31 for 46 violations
Total number of DUI: 0

Crimes against Persons:

Domestic: 1

Property Crimes:

Criminal damage: 2

Monthly Activities

Sgt. Morris, Battalion Chief John Kemp; along with Dep. Valdez and Dep. Cook from PCSO completed a Threat Vulnerability Assessment (TVA) on Florence High School on November

16th. It is now under review by AZ Dept. of Public Safety before being presented to the high school for recommendations.

We conducted a TVA on Community Development on November 30th.

An Active Shooter drill is currently being worked on to take place at the Superior Court House.

On November 28th, Sgt. Morris participated in a FIT detail (Field Intelligence Team) at the AZ Cardinals Game. This is a multi-agency detail that falls under a Homeland Security and Joint Terrorism Task Force (JTTF) format designed to look for suspicious packages, persons, etc.

Community Involvement and Education

The beat three officers continue to look for code enforcement violations and have been enforcing parking violations. Seven parking violations/warnings were given in November. The officers continue to monitor the school zones every morning and afternoon, monitoring traffic, and student pickup and drop-off.

For the month of November, the total calls for service was 311, compared to 257 in October. A 21.01 % increase. No influx of major crime. A total of 47 directed patrols were conducted.

The Juvenile Detention Log was completed as required by state law. The Florence Police department detained two juveniles for the month of November.

The speed signs logged the following data:

The Main Street speed sign for southbound traffic. 115,634 vehicles. Average speed was 33 mph. Speed limit is 45 mph. 50,375 were between 33-38 mph. 8777 were between 39-44 mph, and 670 were 45-50 mph.

Anthem/ Hunt Highway, - The speed sign for westbound traffic. 148,225 vehicles. Average speed was 37 mph. Speed limit is 35 mph. 2983 were between 33-38 mph. 15,822 were between 39-44 mph, and 45,903 were 45-50 mph. Ninety-nine vehicles were 50 and above.

The portable speed sign #2 is placed in Sun City, and #3 is placed on Adamsville Rd. They will be placed in locations on a two-week basis.

For the month of November, traffic enforcement in beat three consisted of 188 traffic offenses, with 31 citations, and 46 violations.

Special Events

Anthem Celebrates the Arts, Nov. 3rd, 2018, Golf Cart Christmas Parade Nov. 29th

Upcoming Special Events

None

Significant Calls for Service

W. Victory Way – A father and son got into a verbal argument. Nothing physical. Son left for the evening. No charges filed.

Congressional Ct – The incident started between a father and son arguing. It then escalated when another brother got involved. The son then picked up a rock and struck the back of the fathers Jeep Wrangler shattering the window. The son was charged with Disorderly Conduct DV and Criminal Damage DV.

Anthem Way – An unknown person shot out a window in the Anthem concession stand with a BB gun. No suspects or witnesses.

There were 3 minor non-injury accidents reported in beat 3 this month.

Training

Officers uniforms were inspected this month, with no discrepancies noted.

K-9 Unit

How many officers assigned to K-9 unit: (1) K9 Murphy

Total number of vehicle stops: K9 Murphy 63 vehicle stops

Total number of K-9 Utilizations: K9 Murphy 3 utilizations

Total number of vehicle hand searches: 1

Total amount of narcotic seizures (weight): 1.0 grams

Type of Drug	Amount in Weight
Narcotics	1.0 gram
Prescription Drugs	3 Suboxone
Paraphernalia	3 individual items

Officer Murphy attended weekly K9 detection along with the Pinal County Sheriff's Office K9 Unit 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 November 2018, K9 Murphy self-initiated (63) cases which included vehicle stops, field interviews and on-view criminal activity.

Officer Murphy assisted on traffic stop in the area of Baily and 6th Street. During the traffic stop, the driver was arrested on an outstanding felony warrant. The driver was processed and booked into Pinal County Sheriff's Office Adult Detention Center without incident.

Officer Murphy was requested by Pinal County Sheriff's Office during a traffic stop in the area of King and 12th Street. With the assistance of K93, two methamphetamine pipes were located in the center console. During search incident to arrest, three Suboxone were discovered in her left pocket. The female was processed and booked into Pinal County Sheriff's Office Adult Detention Center without incident.

Volunteers

The Florence Volunteers put in a total of 174.50 hours for the month of November. There was a total of 9 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 were three 3511 hearings this month, conducted by a volunteer. The vehicles were released to their respective owners and tow companies, and a total of \$300.00 was collected for fees.

Grants

No information to report this month.

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: 69 for 107 violations.

Directed Patrols

The Police Department conducted 164 Directed Patrols during November. 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 proactive patrol in high crime areas has decreased crimes.



TOWN OF FLORENCE

DEVELOPMENT SERVICES

224 W. 20th Street
Florence, AZ 85132
Office: 520-868-7542
FAX: 520-868-7546

MEMO

MEETING DATE: January 7, 2018

STAFF PRESENTER: Christopher A. Salas, Development Services Director/Town Engineer

SUBJECT: Public Works Staff Report

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.

Kokopelli Moon Saloon – Pre Demolition

- Terracon Bid Tab approved 11/1/18 – Asbestos & Lead Testing – Pending RIGHT OF ENTRY

CFD Feasibility

- Wilson & Company – ON CALL Engineers

Cox Irrigation Ditch

- Preliminary ditch design received from EPS, forwarded to SCIDD for review.

Anthem at Merrill Ranch

- Baxter Design informs that Ashton Woods has expressed interest in developing AMR Units 41 and 43.
- At-Risk grading permits issued for AMR Units 31 and 33 (DR Horton).

Florence Hospital Drainage

- Dibble Eng. in dialog with Baxter Design to assess drainage issues and search for original Drainage Report. Town does not have this report.

SCIDD Canal Sunrise Estates

- SCIDD performed aerial survey (UAV) early December, pending survey results to determine Towns participation in resolving severe erosion issues.

CAG EPC (Environmental Protection Committee)

- Town collaborating with Town of Miami through CAG to support Miami DMA request with Town GIS support.

CIP T-60 - E. 1st Street Pavement (HURF Bond)

- Project start mid-late January 2019.

Facilities Maintenance:

Public Works Building

- Formal bid solicitation for Fire Suppression System
 - 10/31 Posted
 - 11/8 & 11/15 Newspaper Advertisements
 - 11/8 Pre-bid walkthrough
 - 11/15 Questions Due by Contractors
 - 11/20 Answers to be posted as Addendum – No Questions Asked
 - 11/29 Proposals Due – Bid Opening
 - To Council meeting in January 7, 2019

Town Hall

- BID TAB COMPLETED – APPROVED 8/24/2018 – Work Ordered 8/27/2018 – Work in Process
 - Council approved acoustic tiles to be painted on 11/5/18 – Work to start 1st week in December
 - Chamber Flooring - Complete
- Materials for French Drain - pending

Senior Center

- Overhang repair estimated approx \$5000, pending funding source

Safety Walkthroughs

- Work orders have been assigned by Staff and the Fire Department – Work in process
- Issues will be presented and addressed by Tenants – Work in process

Community Services Building

- No work scheduled

Fire Station #1

- No work scheduled

Fitness Center

- Roof – RCA with Centimark Approved by Council on 10/15/2018, work to begin in December
- Flooring – on HOLD pending funding
- Email Bid Solicitation – Electrical Panel
 - 10/31 Invitation to Bid
 - 11/7 Recommended walk through
 - 11/16 – Proposals due via email
 - Bid Tab submitted 11/19

Police Department

- Roof – RCA with Centimark Approved by Council on 10/15/2018, work to begin in December

IT Building

- Storm damage – scheduled in December

Silver King

- Deck & Balcony repairs – waiting for proposal from ACI

McFarland

- Fire panel – Waiting for direction from State Parks

Fleet Services:

Monthly Work Orders

- Preventative Maintenance (PM's) – 15
- Other Services – 25
- Total vehicles serviced – 40

Streets (HURF) Division:

Roads

- CIP T-69 Pavement Preservation – Fall Projects COMPLETE
- Removed & replaced 100 feet of 12" storm drain in Florence Gardens
- Installed 3 driveways at the Gila River Center in Florence Gardens

Hunt Highway Project

- RCA Approved by Council 10/15/18 – Regional Pavement

Water Division:

SCADA Upgrade

- To coordinate between well sites
- Fill tanks at night for energy savings
- Need operational plans and programming

Wastewater Division:

SWWTP Lift Station

- 1st Landustrie pump arrived, waiting on 2nd to install

SWWTP EQ Pump Repair

- As of 11/19/18 – VFD has been ordered

SWWTP EQ Basin

- As of 11/19/18 – all baskets have arrived, 2 of the 3 pumps installed

SWWTP SAM Rebuild

- 11/19/18 – Electrician assessing to determine repairs

SWWTP Maintenance

- 11/19/18 – Western Environmental – bar screen parts delivered 11/12/18, need to be installed
- Pista Grit – waiting for parts

NWWTP Maintenance

- 11/19/18 – Western Environmental – headworks delivery still pending

Sanitation:

RAD Service Orders

- Town 50 pickups of bulk trash
- Florence Gardens 56 pickups of bulk trash
- Anthem had 88 pickups of bulk trash

Capital Improvement Projects:

CIP GG-25 - Silver King Balcony Repairs

- Scope of Work reviewed
- Vendor on site visits June 25 and June 26 2018
- Waiting for estimates
- Project ON HOLD July 2018
- As of this report, no new updates

CIP GG-26 - Signal Light @ SR79 & Hunt Highway

- ADOT Traffic study is complete
- Meeting to occur with ADOT to discuss project options

CIP GG-29 – Territory Square Expansion – Phase 1

- Extend 8” waterline within Main Street @ Town Hall
- Funds not available until FY 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

- Funds not available in FY 18/19, budget being reviewed

CIP SU-13 – Wastewater Main Extension (Main Interceptor / Lift Station)

- Bar Screen and Compactor on order as of 10/19/18
- Grit chamber will remain

CIP SU-20 – Recharge Facility

- RCA to Council 1/7/2019 Estimates are under review – came in a lot higher than expected

CIP SU-83 – SCADA Tie-Ins – Wastewater Controls

- SOW provided 9/13/18
- As of 11/19/18 – Under review, searching for alternatives

CIP SU-84 – Wastewater System Preservation

- Ongoing

CIP SU-85 - Recharge Permitting & Design

- Design underway, permit application
- ADWR Meeting June 26, 2018

CIP SU-88 – SWWTP Expansion Headworks

- 10/19/18 – Construction documents to be submitted
- Meeting with Engineering consultant and town – plans under review
- Will be a formal bid solicitation

CIP SU-89 – WWTP Compliance / Permitting Equipment

- Ongoing

CIP SU-90 – SWWTP Improvement Modifications

- Waiting for Bar Screen parts to arrive
- Project ongoing

CIP T-12 – Butte Avenue Bridge Replacement

- 11/9 Certified letter to all utilities

CIP T-14 – Roundabout / Intersection Improvement SR 79B & SR287

- 11/9 – MAG reviewing – Close out funds

CIP T-28 – Hunt Highway Fire Station #2 Traffic Signal / Turn Lane

- 1st Phase design completed & reviewed
- 11/7/18 – Bid Tab approved to complete the next stage – Lee Engineering \$10,925

CIP T-41 – Pinal Street Drainage (aka Main Street Butte to Ruggles Ditch)

- 10/31 Emailed Bid Invitations
- 11/8 – Posted plans in Dropbox for Contractors

CIP T-60 - E. 1st Street Pavement (HURF Bond)

- Approved by Council on 10/15/2018 – Regional Pavement

CIP WU-23 - 2B Outfitting

- Approved by Council on 11/5/2018 – Coolidge Engine & Pump

CIP WU-25 – Water Line Relocation

- Relocate 12” water line outside of INS property
- Funds not available until FY 22/23

CIP WU-38 - Water Line Replacements

- Westland Resources to complete design, ADEQ permitting, utility location and construction documents
- 8” Water Line Extension (Elizabeth – Virginia – Orlando) – JOC Contract with Pine/Strawberry – Apache Underground
- Approved by Council on 11/5/2018 \$813,696.00 – Apache Underground

CIP WU-74 – Transmission Line & Pressure Zones

- Report on feasibility of project and pump curves due by 11/1/2018

CIP WU-83 – Downtown 12” Loop (CBDG)

- Approved by Council on 10/15/18, Notice to Proceed to Apache Underground
- Work to begin 11/19/2018, working on public notification

CIP WU-84 – Well #4 Pump Inspection and Rebuild

- 9/14/18 Well pulled & video created
- 10/16/18 Bid Tab approved for brush / bail and re-video
- 10/22/18 post video due from vendor, then determine next steps
- 11/9/18 perforation work ordered, PO increased to total \$19,627,58
- FORMAL BID SOLICITATION for Rebuild
 - 10/26 Posted
 - 11/1 & 11/8 Newspaper Advertisement
 - 11/7 Questions from Contractors due
 - 11/13 Answers in an Addendum due
 - 11/20 Bid Proposals due

CIP WU-85 – Hydrant Replacement

- Replace aging fire hydrants
- Cooperative contract from Phoenix being utilized for parts, Council approved on 5/21/2018
- 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 3rd quarter FY 18/19

CIP WU-87 – Line Extension on Adamsville Road (Quartz to 79B)

- 9/18/18 Project Completed – line was extended to hydrant

CIP WU-88 – Well Preservation

- Well #5 – Cannot start until Well #4 is back on line