TOWN OF FLORENCE
REGULAR MEETING AGENDA

Mayor Tara Walter
Vice-Mayor John Anderson
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

Monday, April 6, 2020

6:00 PM

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Regular Meeting of the Florence Town Council will be held on Monday, April 6, 2020, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona.

SPECIAL NOTICE REGARDING PUBLIC MEETINGS

Due to the risks to public health caused by the possible spread of the COVID-19 virus at public gatherings, the Town of Florence has determined that public meetings will be indefinitely held through technological means. Meetings will be open to the public through technological means. In reliance on, and in compliance with, the March 13, 2020 Opinion issued by Attorney General Mark Brnovich, and in conjunction with the Emergency Proclamation signed by Mayor Tara Walter, on March 18, 2020. The Town of Florence provides this special advance notice of the technological means through which public meetings may be accessed. While this special notice is in effect, public comment at meetings will only be accepted through written submissions, which may or may not be read aloud during meetings.

To attend the meeting noticed below by technological means, members of the public may:

1. *Access the link to watch a video stream on the Town website: www.FlorenceAZ.gov/tv or view the meeting live on Cox TV Channel 11.*

2. *To call in and listen, please dial 1(602) 666-0783 Access code: 627 992 591*

Members of the public may submit written comments relating to this meeting to Town Clerk Lisa Garcia by emailing lisa.garcia@florenceaz.gov at any time until one hour prior to the posted start time for the meeting. Please be sure to include your name and address for the record as well as the meeting date (and Agenda Item #, if applicable) in the subject of your email.

If any member of the public has difficulty connecting to the meeting, they are invited to contact the Town of Florence Information Technology Helpdesk at (520) 868-7543.

The agenda for this meeting is as follows:

1. **CALL TO ORDER**

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

3. **MOMENT OF SILENCE**

4. **PLEDGE OF ALLEGIANCE**

5. **CALL TO THE PUBLIC**

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

6. **PUBLIC HEARING AND PRESENTATION**

   a. Public Hearing on an application received from Kim Kenneth Kwiatkowski, Circle K Store #9544, located at 3310 N. Hunt Highway, Florence, Arizona, for a new Series 010 Beer and Wine Store liquor License and for Council recommendation for approval or disapproval of said license. (Lisa Garcia)

   b. Proclaim April 11 – 17, 2020 as Week of the Young Child. (Tara Walter)

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. Acceptance of funds from the Arizona Department of Homeland Security, in the amount of $177,020 for overtime wages/benefits, and vehicle mileage to conduct Operation Stonegarden (OPSG) border enforcement activities. (Bruce Walls)

   b. Approval to enter into a professional services contract with Commonwealth Electric Company, for On-Call Electrical Services, with up to four renewable one-year options, in an amount not to exceed $30,000. (Chris Salas)

   c. Approval to enter into a professional services contract with Geuther Electrical LLC, for On-Call Electrical Services, with up to four renewable one-year options, in an amount not to exceed $50,000. (Chris Salas)

   d. Approval of accepting the register of demands ending February 29, 2020, in the amount of $2,013,354.34. (Rebecca Jimenez)

8. **UNFINISHED BUSINESS**

   a. Ordinance No. 689-20**:** Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV "LAND USAGE" CHAPTER 150:

DEVELOPMENT CODE, ADMINISTRATION AND PROCEDURES SECTIONS 150.000 TO 150.019 AND ADDING SECTIONS 150.020 TO 150.024, AND RELOCATING "PART 1. GENERAL PROVISIONS," SECTIONS 150.080 AND 150.081 TO THE ADMINISTRATION AND PROCEDURES SECTIONS 150.020 AND 150.021, RESPECTIVELY. (Larry Harmer)

b. Ordinance No. 692-20: Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE CODE OF ORDINANCE, TOWN OF FLORENCE, TITLE XI BUSINESS REGULATIONS, BY AMENDING CHAPTER 111, SECTION 111.05 (F) OPERATIONAL REQUIREMENTS. (Lisa Garcia)

9. NEW BUSINESS

a. Discussion/Approval/Disapproval to enter into a contract with Sunland Asphalt & Construction Inc., for the reconstruction of 28 handicap ramps and 10 non-compliant driveways and sidewalks around the Florence K-8 School, in an amount not to exceed $156,757.80. (Chris Salas)

b. Discussion/Approval/Disapproval of the following changes to the Community Services Advisory Board: (Lisa Garcia)

1. Accept Tom Smith's resignation from the Community Services Advisory Board.

2. Appoint Doris Hagemann and William Vitalec to the Community Services Advisory Board with terms to expire December 31, 2022.

10. MANAGER'S REPORT

11. CALL TO THE PUBLIC

12. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

13. 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 MARCH 31, 2020, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

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

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 6a.**
MEETING DATE: April 6, 2020 **DEPARTMENT**: Administration **STAFF PRESENTER:** Lisa Garcia, Deputy Town Manager/ Town Clerk **SUBJECT:** Circle K Series 010 Liquor License Application		☒ **Action** ☐ **Information Only** ☒ **Public Hearing** ☐ **Resolution** ☐ **Ordinance** ☐ **Regulatory** ☐ **1st Reading** ☐ **2nd Reading** ☐ **Other**
STRATEGIC PLAN REFERENCE: ☐ Community Vitality ☒ Economic Prosperity ☐ Leadership and Governance ☐ Partnerships and Relationships ☐ Transportation and Infrastructure ☐ Statutory ☐ None		

RECOMMENDED MOTION/ACTION:

Hold a public hearing on an application received from Kim Kenneth Kwiatkowski, Circle K Store #9544, located at 3310 N. Hunt Highway, Florence, Arizona, for a new Series 010 Beer and Wine Store liquor license and for Council recommendation for approval or disapproval of said license.

BACKGROUND/DISCUSSION:

The Town received an application for a Series 010 Beer and Wine Store liquor license. The application was posted on site for 20 days. No comments were received by the public during this period.

Series 010 Beer and Wine Liquor License

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

A.R.S. §4-207: Restrictions on licensed premises near school or church buildings: definitions

A. A retailer's license shall not be issued for any premises that are, at the time the license application is received by the director, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building. This section does not prohibit the renewal of a valid license issued pursuant to this title if, on the date that the original application for the license is filed, the premises were not within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building.

B. Subsection A of this section does not apply to a:

1. Restaurant issued a license pursuant to section 4-205.02, subject to the limitations in section 4-205.02, subsection H for a permit allowing for the sale of beer for consumption off of the licensed premises pursuant to section 4-244, paragraph 32, subdivision (c).

2. Special event license issued pursuant to section 4-203.02.

3. Hotel-motel issued a license pursuant to section 4-205.01.

4. Government license issued pursuant to section 4-205.03.

5. Playing area of a golf course issued a license pursuant to this article.

6. A beer and wine license at a not-for-profit performing arts theatre with a permanent seating capacity of at least two hundred fifty persons.

D. Notwithstanding subsection A of this section:

1. A transferrable spirituous liquor license that is validly issued and that is, on the date an application for a transfer is filed, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building may be transferred person to person pursuant to sections 4-201, 4-202 and 4-203 and remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

2. A person may be issued a spirituous liquor license pursuant to sections 4 201, 4 202 and 4 203 of the same class for premises that on the date the application is filed, have a valid transferable or nontransferable license of

the same series if the premises are, on the date an application for such license is filed, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building and the license remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4 209, subsection A.

3. A person may be issued a liquor store license pursuant to sections 4-201, 4-202, 4-203 and 4-206.01 for premises that have a beer and wine store license validly issued if the premises, on the date an application for such license is filed, are within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building and the license remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

4. The governing body of a city or town, on a case-by-case basis, may approve an exemption from the distance restrictions prescribed in this section for a church or a public or private school that is located in an area that is designated an entertainment district by the governing body of that city or town. A city or town with a population of at least five hundred thousand persons may designate no more than three entertainment districts within the boundaries of the city or town pursuant to this paragraph. A city or town with a population of at least two hundred thousand persons but less than five hundred thousand persons may designate no more than two entertainment districts within the boundaries of the city or town pursuant to this paragraph. A city or town with a population of less than two hundred thousand persons may designate no more than one entertainment district within the boundaries of the city or town pursuant to this paragraph.

5. A person may be issued a beer and wine store license pursuant to sections 4-201, 4-202, 4-203 and 4-206.01 for premises that have a liquor store license validly issued if the premises, on the date of an application for which the license is filed, are within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreation area adjacent to such school building and the license remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

F. For the purposes of this section:

1. "Church" means a building which is erected or converted for use as a church, where services are regularly convened, that is used primarily for religious worship and schooling and that a reasonable person would conclude is a church by reason of design, signs or architectural or other features.

2. "Entertainment district" means a specific contiguous area that is designated an entertainment district by a resolution adopted by the governing body of a city or town, that consists of no more than one square mile, that is no less than one-eighth of a mile in width and that contains a significant number of entertainment, artistic and cultural venues, including music halls, concert facilities, theaters, arenas, stadiums, museums, studios, galleries, restaurants, bars and other related facilities.

A VOTE OF NO WOULD MEAN:

The Town Council is making a recommendation to the State Liquor License Board to deny the application.

A VOTE OF YES WOULD MEAN:

The Town Council is making a recommendation to the State Liquor License Board to approve the application.

FINANCIAL IMPACT:

Not Applicable

ATTACHMENTS:

Liquor application documents

State of Arizona
Department of Liquor Licenses and Control

Created 02/26/2020 @ 09:58:53 AM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	CIRCLE K STORE #9544		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	3310 N HUNT HIGHWAY FLORENCE, AZ 85132 USA		
Mailing Address:	LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072-2085 USA		
Phone:	(000)000-0000		
Alt. Phone:	(602)128-4783		
Email:	AZLICENSE@CIRCLEK.COM		

AGENT

Name:	KIM KENNETH KWIATKOWSKI
Gender:	Male
Correspondence Address:	LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072-2085 USA
Phone:	(602)728-4783
Alt. Phone:	
Email:	AZLICENSE@CIRCLEK.COM

OWNER

Name:	CIRCLE K STORES INC		
Contact Name:	KIM KENNETH KWIATKOWSKI		
Type:	CORPORATION		
AZ CC File Number:	F00065980	State of Incorporation:	AZ
Incorporation Date:	04/08/1957		
Correspondence Address:	LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072-2085 USA		
Phone:	(602)728-4783		
Alt. Phone:			
Email:	AZLICENSE@CIRCLEK.COM		

Officers / Stockholders

Name:	Title:	% Interest:
CIRCLE K DELAWARE INC	Stockholder	100.00
TIMOTHY SHAWN TOUREK	Vice-President	
KATHLEEN K CUNNINGTON	President,Sec, Treas, Director	
BRIAN PATRICK HANNASCH	Director	
GEOFFREY CHARLES HAXEL	Pres/Sec,Director	
KIM KENNETH KWIATKOWSKI	Sec	

COUCHE TARD US INC - Stockholder

Name:	MACS CONVENIENCE STORES INC		
Contact Name:	KIM KENNETH KWIATKOWSKI		
Type:	CORPORATION		
AZ CC File Number:		State of Incorporation:	
Incorporation Date:			
Correspondence Address:	LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072 USA		
Phone:	(602)728-4783		
Alt. Phone:			
Email:	AZLICENSE@CIRCLEK.COM		

MACS CONVENIENCE STORES INC - Stockholder

Name:	COUCHE TARD INC		
Contact Name:	KIM KENNETH KWIATKOWSKI		
Type:	CORPORATION		
AZ CC File Number:		State of Incorporation:	
Incorporation Date:			
Correspondence Address:	LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072 USA		
Phone:	(602)728-4783		
Alt. Phone:			
Email:	AZLICENSE@CIRCLEK.COM		

COUCHE TARD INC - Stockholder

Name: DEPAN ESCOMPTE COUCHE TARD INC
Contact Name: KIM KENNETH KWIATKOWSKI
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-4783
Alt. Phone:
Email: AZLICENSE@CIRCLEK.COM

DEPAN ESCOMPTE COUCHE TARD INC - Stockholder

Name: ALIMENTATION COUCHE TARD INC
Contact Name: KIM KENNETH KWIATKOWSKI
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-4783
Alt. Phone:
Email: AZLICENSE@CIRCLEK.COM

CIRCLE K STORES INC - Stockholder

Name: CIRCLE K DELAWARE INC
Contact Name: KIM KENNETH KWIATKOWSKI
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: LICENSING DC-36 PO BOX
52085
PHOENIX, AZ 85072-2085
USA
Phone: (602)728-4783
Alt. Phone:
Email: AZLICENSE@CIRCLEK.COM

CIRCLE K CORPORATION - Stockholder

Name: COUCHE TARD US INC
Contact Name: KIM KWIATOKSKI
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-4783
Alt. Phone:
Email: AZLICENSE@CIRCLEK.COM

CIRCLE K DELAWARE INC - Stockholder

Name: CIRCLE K CORPORATION
Contact Name: KIM KENNETH KWIATKOWSKI
Type: CORPORATION
AZ CC File Number: State of Incorporation: AZ
Incorporation Date:
Correspondence Address: LICENSING DC-36
PO BOX 52085
PHOENIX, AZ 85072
USA
Phone: (602)728-4783
Alt. Phone:
Email: AZLICENSE@CIRCLEK.COM

CIRCLE K DELAWARE INC - Sec
CIRCLE K STORES INC - Sec

Name: KIM KENNETH KWIATKOWSKI
Gender: Male
Correspondence Address: LICENSING DC-36 PO BOX
52085
PHOENIX, AZ 85072-2085
USA
Phone: (602)728-4783
Alt. Phone:
Email: AZLICENSE@CIRCLEK.COM

ALIMENTATION COUCHE TARD INC - VP
CIRCLE K CORPORATION - Director,Pres
CIRCLE K DELAWARE INC - Director,Pres
CIRCLE K STORES INC - Pres/Sec,Director
COUCHE TARD INC - VP
COUCHE TARD US INC - Pres,Director
DEPAN ESCOMPTE COUCHE TARD INC - VP
MACS CONVENIENCE STORES INC - VP

Name:	GEOFFREY CHARLES HAXEL
Gender:	Male
Correspondence Address:	LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072 USA
Phone:	(602)728-4302
Alt. Phone:	
Email:	GHAXEL@CIRCLEK.COM

CIRCLE K DELAWARE INC - VP

Name:	CHARLES M PARKER
Gender:	Male
Correspondence Address:	10735 E MARK LANE SCOTTSDALE, AZ 85255 USA
Phone:	(520)573-3227
Alt. Phone:	(602)728-3602
Email:	

CIRCLE K DELAWARE INC - VP

Name:	JOY ANGELA POWELL
Gender:	Female
Correspondence Address:	17445 JESSICA LANE CHINO HILLS, CA 91709 USA
Phone:	(480)987-0053
Alt. Phone:	(909)270-5112
Email:	

CIRCLE K DELAWARE INC - VP

Name:	ROBERT GREGORY CAMPAU
Gender:	Male
Correspondence Address:	4411 E LA ESTENCIA CIRCLE CAVE CREEK, AZ 85331 USA
Phone:	(480)987-0053
Alt. Phone:	(480)585-1963
Email:	

CIRCLE K DELAWARE INC - Pres/Sec
CIRCLE K STORES INC - Director
COUCHE TARD INC - Pres
DEPAN ESCOMPTE COUCHE TARD INC - Pres
MACS CONVENIENCE STORES INC - Pres

Name:	BRIAN PATRICK HANNASCH
Gender:	Male
Correspondence Address:	LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072 USA
Phone:	(602)728-4783
Alt. Phone:	
Email:	

CIRCLE K DELAWARE INC - Sec/Treas

Name:	DANIEL ADOLPH ABERNATHY
Gender:	Male
Correspondence Address:	15186 S 15TH PLACE PHOENIX, AZ 85048 USA
Phone:	(602)509-5465
Alt. Phone:	(520)325-0296
Email:	

CIRCLE K STORES INC - President,Sec, Treas, Director

Name:	KATHLEEN K CUNNINGTON
Gender:	Female
Correspondence Address:	LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072-2085 USA
Phone:	(602)728-7137
Alt. Phone:	
Email:	KCUNNINGTON@CIRCLEK.COM

CIRCLE K STORES INC - Vice-President

Name:	TIMOTHY SHAWN TOUREK
Gender:	Male
Correspondence Address:	LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072-2085 USA
Phone:	(602)728-4306
Alt. Phone:	
Email:	TTOUREK@CIRCLEK.COM

MANAGERS

Name:	JANET KAY MEZA
Gender:	Female
Correspondence Address:	LICENSING DC-36 PO BOX 52085 PHOENIX, AZ 85072-2085 USA
Phone:	(602)728-7750
Alt. Phone:	
Email:	JMEZA@CIRCLEK.COM

APPLICATION INFORMATION

Application Number:	99275
Application Type:	New Application
Created Date:	02/26/2020

Aziee

QUESTIONS & ANSWERS

010 Beer and Wine Store

1) Are you applying for an Interim Permit (INP)?

2) Provide name, address, and distance of nearest school and church.
(If less than one (1) mile note footage)

ANTHEM ELEMENTARY
2700 N ANTHEM WAY, FLORENCE AZ 85132
2,125 FT

CHURCH OF VICTOR
6173 E ARIZONA FARMS RD, FLORENCE AZ 85132
3.7 MI

3) Are you one of the following? Please indicate below.
Property Tennant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company

PURCHASER

4) Is there a penalty if lease is not fulfilled?

No

5) Is the Business located within the incorporated limits of the city or town of which it is located?

Yes

6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.

$3,500,000
WELLS FARGO BANK ACCT-4123020789
333 S GRAND AVE 12TH FL, LOS ANGELES CA 90071

7) Is there a drive through window on the premises?

No

8) If there is a patio please indicate contiguous or non-contiguous within 30 feet.

NONE

9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

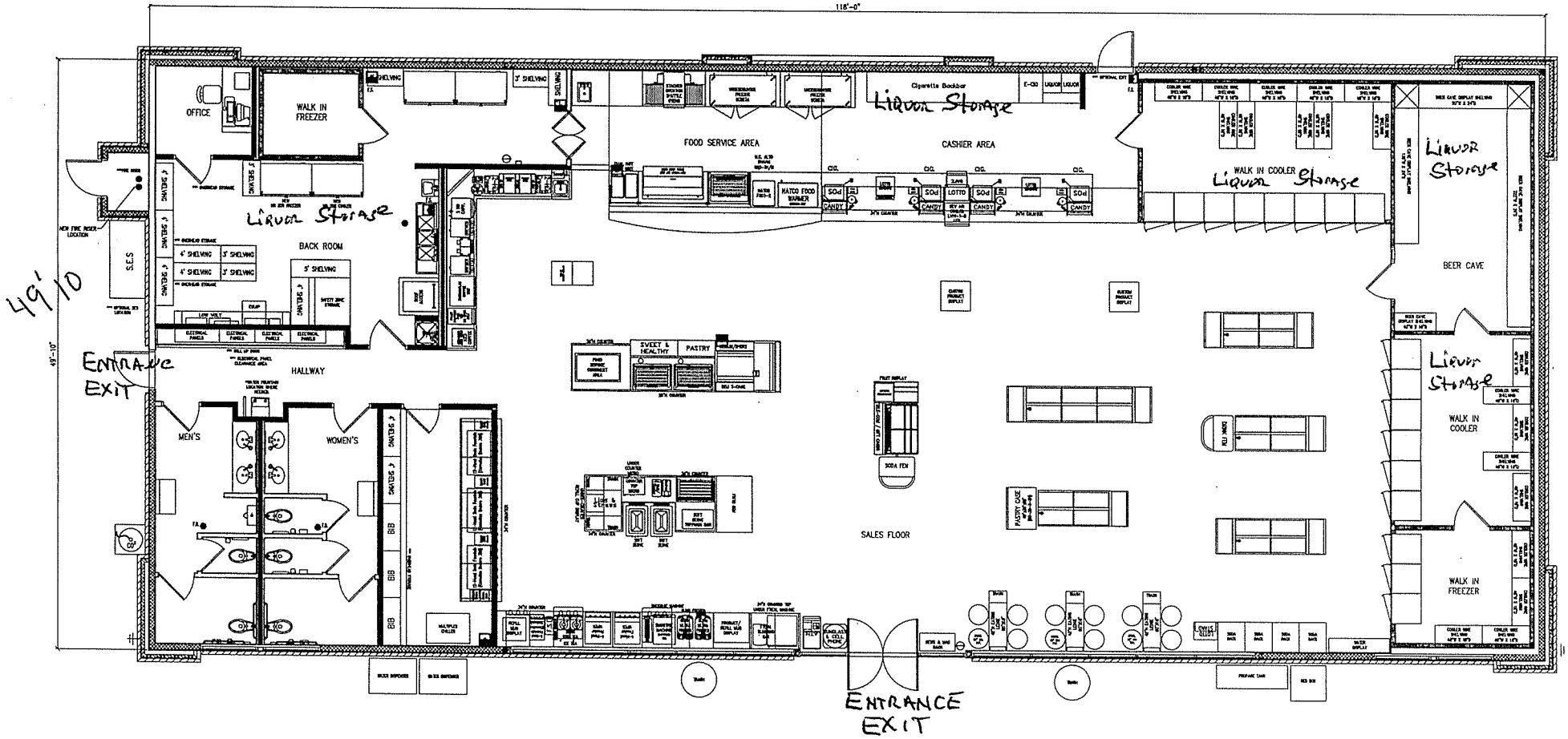
Yes
If yes, what is your estimated completion date?
08/01/2021

'20 FEB 26 Liqr. Lic. PM1245

5,187 sq ft

N

118'



	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 6b.**
MEETING DATE: April 6, 2020 **DEPARTMENT:** Council **STAFF PRESENTER:** Tara Walter, Mayor **SUBJECT:** Week of the Young Proclamation		☐ **Action** ☐ **Information Only** ☐ **Public Hearing** ☐ **Resolution** ☐ **Ordinance** ☐ **Regulatory** ☐ **1st Reading** ☐ **2nd Reading** ☒ **Other**
STRATEGIC PLAN REFERENCE: ☒ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance ☐ Partnerships and Relationships ☐ Transportation and Infrastructure ☐ Statutory ☐ None		

RECOMMENDED MOTION/ACTION:

Proclaim April 11 – 17, 2020 as Week of the Young Child.

BACKGROUND/DISCUSSION:

The Week of the Young Child™ is an annual celebration hosted by the National Association of the Education of Young Children (NAEYC) to spotlight early learning, young children, their teachers, families, and communities. Spreading the word about the importance of high-quality early learning, and the critical role early childhood educators play in a child's development and learning is critical.

Ms. Michelle Reimer, MA, Community Outreach Coordinator for First Things First, has requested the Town show its support by proclaiming April 11 – 17, 2020 as Week of the Young Child and acknowledge the importance of education for our children in our community. Due to the COVID-19 Pandemic, many of the planned events have been suspended; however, this does not diminish the need to recognize the importance of education for our youth.

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not Applicable

FINANCIAL IMPACT:

None

ATTACHMENTS:

Proclamation

Proclamation

WEEK OF THE YOUNG CHILD
APRIL 11 – 17, 2020

WHEREAS, First Things First, and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child™, April 11-17; and

WHEREAS, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Florence; and

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

WHEREAS, public policies that support early learning for all young children are crucial to young children's futures.

NOW, THEREFORE Tara Walter, Mayor of the Florence, do hereby proclaim April 11-17, 2020, as the Week of the Young Child™ in Florence and encourage all citizens to work to make a good investment in early childhood in Florence.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of April 2020.

_____
Tara Walter, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 7a.**
MEETING DATE: April 6, 2020 **DEPARTMENT**: Police **STAFF PRESENTER:** Bruce Walls, Police Chief **SUBJECT:** Acceptance of FFY2019 Operation Stonegarden (OPSG) Funds from the Arizona Department of Homeland Security for OPSG Overtime and Mileage		☒ **Action** ☐ **Information Only** ☐ **Public Hearing** ☐ **Resolution** ☐ **Ordinance** ☐ **Regulatory** ☐ **1st Reading** ☐ **2nd Reading** ☐ **Other**
STRATEGIC PLAN REFERENCE: ☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance ☒ Partnerships and Relationships ☐ Transportation and Infrastructure ☐ Statutory ☐ None		

RECOMMENDED MOTION/ACTION:

Motion to accept funds from the Arizona Department of Homeland Security in the amount of $177,020 for overtime wages/benefits, and vehicle mileage to conduct Operation Stonegarden (OPSG) border enforcement activities.

BACKGROUND/DISCUSSION:

The Florence Police Department was awarded funds as part of a cooperative effort to address constantly changing threats due to border-related crime and violence. The funds will be used for officer overtime wages/benefits and reimbursement for mileage expenses.

A VOTE OF NO WOULD MEAN:

The Town of Florence will not accept the $177,020 in grant funds from the Arizona Department of Homeland Security.

A VOTE OF YES WOULD MEAN:

The Town of Florence will accept the $177,020 in grant funds from the Arizona Department of Homeland Security.

FINANCIAL IMPACT:

There are no matching fund requirements for this grant.

ATTACHMENTS:

Subrecipient Agreement AZDOHS-OPSG – 190424-01

SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
OVERTIME-MILEAGE

19-AZDOHS-OPSG- 190424-01
(Enter Subrecipient Agreement number above (e.g., 190XXX-XX)

Between

The Arizona Department of Homeland Security
And
Town of Florence
(Enter the name of the Subrecipient Agency above)

DUNS Number 144375743
(Enter the DUNS number above)

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

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Town of Florence
(Enter the name of the Subrecipient Agency above)

(Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

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

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **March 18, 2020 and shall terminate on March 31, 2021**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**OPSG Overtime-Mileage"** and funded at **$ 177,020** (as may have been modified by the award letter). (Enter funded award amount above)

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2019-SS-00002 and CFDA #97.067:

a) Provide up to **$ 177,020** to the Subrecipient for services provided under Paragraph III.

b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the

Subrecipient. A listing of acceptable documentation can be found at *www.azdohs.gov*. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

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

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

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

a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than $750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.

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

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

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

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

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

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

Insurance Coverage

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

National Incident Management System (NIMS)

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

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic

Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

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

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

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

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

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

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

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

Communications Equipment

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

a) P25 (Project 25) standards;
b) SAFECOM Guidance (*see* https://www.dhs.gov/safecom);
c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

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

E-Verify

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

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

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

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

Property Control

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

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.

b) Nonexpendable Property/Equipment and Capital Assets:

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

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

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

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

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

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

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

f) Equipment Record Retention
   Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

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

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

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

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

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

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

c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

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

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

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

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

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

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

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

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

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

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

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

Article B – Acceptance of Post Award Changes

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

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

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

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

Article F - USA Patriot Act of 2001
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175–175c.

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

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

Article I - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

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

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

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

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

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

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

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

Article R - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 US.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

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

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

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

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

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

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

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

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements
The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

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

Article X - Patents and Intellectual Property Rights
Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

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

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

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

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and additional resources on *http://www.lep.gov*.

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

Article AD - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

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

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

Article AG - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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

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

Article AK - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

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

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

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

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association

("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

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

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

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

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

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

XXVI. SECTARIAN REQUESTS

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

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXX. INDEMNIFICATION

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

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

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

XXXI. TERMINATION

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

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

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

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXIII. PARAGRAPH HEADINGS

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

XXXIV. COUNTERPARTS

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

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVI. SPECIAL CONDITIONS

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

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

c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

XXXVII. NOTICES

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

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

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

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

Police Chief Bruce Walls
Enter Title, First & Last Name Above
Town of Florence Police Department
Enter Agency Name Above
425 N. Pinal Street/P.O. Box 2670
Enter Street Address Above
Florence, AZ 85132
Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE	FOR AND BEHALF OF THE
Town of Florence Enter Agency Name Above	Arizona Department of Homeland Security
Authorized Signature Above	Gilbert M. Orrantia
Brent Billingsley, Town Manager Print Name & Title Above	Director
Enter Date Above	Date

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

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 7b.**

MEETING DATE: April 6, 2020

DEPARTMENT: Public Works, Water & Wastewater Division

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

SUBJECT: Commonwealth Electrical Company Professional Services Contract

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

☐ **Other**

STRATEGIC PLAN REFERENCE:

☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance

☐ Partnership and Relationships ☒ Transportation and Infrastructure

☐ Statutory ☐ None

RECOMMENDED MOTION/ACTION:

Approval to enter into a professional services contract with Commonwealth Electric Company, for On-Call Electrical Services, with up to four renewable one-year options, in an amount not to exceed $30,000.

BACKGROUND/DISCUSSION:

On December 18, 2019, the Town advertised an RFP for electrical services related to the water and wastewater facilities. The Town is seeking to enter into a multi-year term contract with Commonwealth Electrical Company, to perform maintenance and repairs to electrical systems on Town owned water and wastewater facilities. The services will include any and all electrical repairs, trouble-shooting electrical wiring issues and minor electrical upgrades associated with water and wastewater facilities.

A VOTE OF NO WOULD MEAN:

A vote of no would delay maintenance services and repairs to the Water and Wastewater systems.

A VOTE OF YES WOULD MEAN:

A vote of yes would mean faster maintenance services and repairs to the Water and Wastewater systems.

FINANCIAL IMPACT:

The cost to provide services shall not exceed $30,000.

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

5.632 Vendor Selection

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

4.12 Purchasing Policy

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

ATTACHMENTS:

Town of Florence Professional Service Contract # 2020-01-ELE w/ Exhibit A
Town of Florence RFP # 2020-01-ELE

TOWN OF FLORENCE
PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("**Contract**"), is made and entered into as of April 6, 2020 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and Commonwealth Electric Company, ("**Contractor**"). The Town and the Contractor may be referred to in the Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, the Town desires to Contract for Public Works, Water and Wastewater Electrical Services as specified in Exhibit A ("**Scope of Work**" or **"Services**");

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

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

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

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

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

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

1.2 Acceptance and Documentation.

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

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

1.2.3 All documents, including but not limited to, data compilations, studies,

and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Town Manager before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

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

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

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

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

3.0 SCHEDULE AND TERMINATION

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

3.2 Termination.

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

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

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

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

3.4 Terms. The term of this Contract shall be from the Effective Date through June 30, 2021, with up to (4) renewable one-year options. Task Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Task Order. The contract may be renewed upon mutual agreement of the parties.

4.0 GENERAL TERMS

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

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

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

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

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

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

4.7 Records and Audit Rights.

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

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

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

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

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

4.10 Independent Contractor.

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

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

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

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are Contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.

4.12.4 The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

4.12.5 The Town may, at is sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 The provisions of this Section must be included in any Contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any Contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

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

In the case of Contractor: Commonwealth Electrical Company
Attn. Ward Spetnagel, Service Manager
2111 E 17th Street
Tucson, AZ 85719
(520) 792-3332
WSpetnagel@commonwealthelectric.com

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

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

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

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

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

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

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

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

4.20 Indemnification.

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

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

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

4.21 Changes in the Work.

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

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

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

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

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

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

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

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

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

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

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

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

5.0 INSURANCE

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

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

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

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

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

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

5.7 Required Coverage.

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

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

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

6.0 SEVERABILITY AND AUTHORITY

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

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

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this 5 day of August, 2019.

TOWN OF FLORENCE

By: _____
Tara Walter, Mayor

By: _____

Name: _____

Its: _____

ATTEST:

_____
Lisa Garcia, Town Clerk

Approved as to Form:

_____
Clifford L. Mattice, Florence Town Attorney

By: _____
Contractor

By: _____

Name: _____

Its: _____

BID TABULATION SHEET (Exhibit "A")

Provide all labor, equipment, and materials to perform well rehabilitation and repairs per the attached Scope of Work.

		Cost	Total
1	Normal business hours minimum charge of __3__ hours – Monday through Friday 6:00 am - 4:00 pm	$79.00	$237.00
2	Weekend hours minimum charge of _3__ hours normal rate applies.	$116.00	$348.00
3	Holiday hours minimum charge of _3__ hours normal rate applies.	$158.00	$474.00
4	After hours minimum charge of _3__ hours normal rate applies.	$116.00	$348.00
5	Labor rate two men per hour.	$158.00	

PARTS:

Where purchased? Graybar - Tucson

_____

Standard mark-up: 15% _____

Sales Tax for the Town of Florence is 9.2 %

Scenario 1: Travel $237.00 + 3 hours at $79.00 for a total of $474.00

Scenario 2: Travel $237.00 + 5 hours at $116.00 for a total of $817.00

Scenario 3: Travel $316.00 + 3.5 hours at $158.00 for a total of $869.00

Scenario 4: Travel $237.00 + 4 hours at $116.00 for a total of $701.00

Invitation to Bid (ITB)

Electrical Services: Water & Wastewater

RFP Number: 2020-01-ELE

Date: December 18, 2019

Town of Florence
775 N. Main Street
Florence, AZ 85132
(520) 868-7500
www.florenceaz.gov

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INVITATION TO BID

Electrical Services
Water and Wastewater Divisions
RFP Number: 2020-01-ELE

The Town of Florence (the "Town") is seeking a licensed and qualified Vendor to provide all material and labor required as described below on as as-needed basis for a period of one (1) year, with up to four (4) renewable one-year options.

SUBMITTAL DUE DATE & TIME:

DATE: January 16, 2020 – Time: 10:00 am

SUBMITTAL LOCATION:

Town of Florence
Town Clerk's Office
775 N. Main Street, Florence, AZ 85132
(520) 251-7500

MANDATORY PRE-BID CONFERENCE MEETING

DATE: January 7, 2020 -- Time: 8:00 am
LOCATION: 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 online by registering with the Issuing Office on the Town's website. 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 downloaded will be considered the Bidder's date of receipt. Partial sets of the Bidding Documents will not be available from the Issuing Office.

GENERAL OR BID PROCESS QUESTIONS:

All questions must be submitted via email to susan.jonas@florenceaz.gov .

QUESTION DUE DATE AND TIME:

DATE: January 9, 2020 – Time: 2:00 pm

Answers will be posted on January 10, 2020 on the Town's website in the form of an Addendum.

Section I - Information

Vendor will perform all manner of electrical services for the Town, Water and Wastewater Divisions to include, but not limited to: any and all electrical repairs, trouble-shooting electrical wiring issues and minor electrical upgrades associated with water and wastewater facilities. Pricing will include the hourly labor rate for normal daily business hour services and the hourly rate for off-hour emergency services. The quote will include the Vendor's source to where a majority of the required parts or materials are purchased from. Also include any mark-up or discounts to parts or materials the Town may experience.

The Contract created by this request and the resulting quotation will automatically renew for up to four (4) successive one-year terms, unless the Vendor notifies the Town in writing of its desire to terminate the Contract. If extended, the then-current prices shall be applicable during the subsequent renewal year unless the Vendor notifies the Town in writing of any rate increase and the Town approves the increase with an authorized signature, prior to the end of the then-current term.

Section II – Instructions and Conditions

1. This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the Town chooses to move forward with a pending project and proper authorization and documentation have been approved. The Town does not guarantee any minimum or maximum amount of Services will be requested under the Agreement.

2. Vendors must state the manufacturer of each product quoted on in conformity with the specifications.

3. All quotations must contain the quoting form's name and be signed by an authorized agent, officer or employee.

4. Award will be made to the Vendor whose quotation is the most advantageous to the Town.

5. Please attach your Quotation behind the Exhibit “A” cover sheet and submit this document to the address above.

Section III – Pricing

The Quotation shall be attached hereto as Exhibit “A” and shall contain pricing unless a separate price sheet is required, in which case the Price Sheet shall be submitted in the form attached hereto as Exhibit “B” and incorporated herein by reference.

Note: Prices offered shall include applicable state and local taxes.

Section IV – Execution and Submission

By acknowledging this document and submitting a quotation to the Town of Florence, the authorized agent agrees (i) he/she has read the Town’s General Conditions of the Contract as set forth in this ITB document and which are incorporated into and become a part of this company’s quotation offer as if set forth fully herein and (ii) the company shall be bound by the Town’s General Conditions of the Contract.

For questions regarding this solicitation, please email Administrative Assistant, Susan Jonas at susan.jonas@florenceaz.gov.

Thank You,

Christopher A. Salas, P.E.
Public Works Director

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.

- ☐ The Bid Schedule has been signed by an authorized representative of the firm. Unsigned bids will not be considered.
- ☐ The Bid Schedule has been fully completed, including prices offered (and any alternatives) has been filled in and reviewed for accuracy.
- ☐ 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.
- ☐ The List of Subcontractors has been fully completed and executed by Bidder and reviewed for accuracy.
- ☐ Bidder has reviewed all instructions, terms and conditions, and specifications to ensure your response fully complies.
- ☐ Any required samples, descriptive literature, or enclosures have been included, if applicable. (Identify samples and Bidder's name and solicitation number.)
- ☐ The bid package and/or envelope have been identified with Bidder's name, ITB number and ITB title.
- ☐ The specified number of copies of Bidder's response has been included.
- ☐ Insurance requirements have been reviewed and can be fully complied with.
- ☐ The Resolution of Board of Directors for corporate Bidder has been fully executed and included, or other proof of authorization required under the ITB has been included.
- ☐ The Non-Collusive Bidding Certificate has been executed and included.
- ☐ The W-9 Form is complete and included.
- ☐ The Deviation / Compliance Certification Form has been executed and included.
- ☐ The Participation in Boycott of Israel Certification has been executed and included.
- ☐ The Demonstrating Lawful Presence has been executed and included.

SCOPE OF WORK

Vendor will perform all manner of electrical services for the Town, Water and Wastewater Divisions to include, but not limited to: any and all electrical repairs, trouble-shooting electrical wiring issues and minor electrical upgrades associated with water and wastewater facilities. Pricing will include the hourly labor rate for normal daily business hour services and the hourly rate for off-hour emergency services. The quote will include the Vendor's source to where a majority of the required parts or materials are purchased from. Also include any mark-up or discounts to parts or materials the Town may experience.

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 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 of Arizona.

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 on 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 OBLIGATION 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 drawing of physical conditions relating to existing surface or substrate 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 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 Works as indicated in the Bidding Documents;

G. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers on 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 on the Town's website.

6.06 The Town of Florence shall not be bound to respond to Bid or Addenda inquiries from non-Bidders or Record or other third-parties.

INSTRUCTION 7: Reserved

INSTRUCTION 8: Reserved

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 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 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 venture 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 types or printed in ink below the signatures.

10.08 The Bid shall contain an acknowledgement 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's Bidder's Arizona contractor license number and classification, and any other required business and/or tax licenses required by the Town shall 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 check all responses for accuracy before submitting a Bid. Negligence in preparing a Bid confers no right of withdrawal after Bi 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 Fee Price

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Schedule.

11.03 Unit Price

A. Bidder 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 unites 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 allowance, if any 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 two (2) unbound copies of the Bid Schedule are to be completed and submitted with the 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, Town Clerk, 775 N. Main Street, 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 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 alternatives, 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 states 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 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, non-conforming, non-responsive, 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 non-responsive.

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 price, 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

CONTRACT FOR: TOWN OF FLORENCE, ELECTRICAL SERVICES, WATER & WASTEWATER

THIS CONTRACT is made and entered into on the _____day of _____, 2020, 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

TOWN:
Town of Florence, Arizona
Utilities Superintendent: Timm Wainscott
425 E. Ruggles Street, Florence AZ 85132
Telephone: (520) 868-7619
Cell: (520) 251-2131
E-mail: timm.wainscott@florenceaz.gov

ADMINISTRATIVE ASSISTANT:
Town of Florence, Arizona
Susan Jonas
P.O. Box 2670
444 N. Warner Street
Telephone: (520) 868-7614
Email: susan.jonas@florenceaz.gov

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

PUBLIC WORKS DIRECTOR:
TOWN ENGINEER:
444 N. Warner Street, Florence AZ 85132
Representative: Christopher A. Salas, P.E.
Telephone: (520) 868-7617
Cell: (520) 251-3118
E-mail: christopher.salas@florenceaz.gov

FINANCE DEPARTMENT:
ACCOUNTS PAYABLE
accounts.payable@florenceaz.gov

PROJECT DESCRIPTION: See Scope of Work.
.

PROJECT SITE: Town of 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
Scope of Work
Contract
Insurance Requirements
Bid Tabulation Sheet
Acknowledgement of Addenda

Non-Collusive Bidding Certification
Deviation / Compliance Certification
W-9
Addenda

Instructions to Bidders
General Conditions of Contract
Bid Schedule
Bid Submittal Checklist
List of Subcontractors
Resolution of Board of Directors
Participation in Boycott of Israel
Demonstrating Lawful Presence
Bidder's Qualification Statement

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: ***N/A***

ARTICLE 3 – DESIGN PHASE SERVICES - RESERVED

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: ***N/A***

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

4.3 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.

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

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

4.6 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.

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

4.8 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).

5.2.4 Additional Information to be provided by Town, if any, is listed below: ***N/A***

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: ***Each project will have its own negotiated and agreed upon schedule.***

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: Will be evaluated project by project and per MAG allowances. .

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: Will be evaluated project by project and per MAG allowances.

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.

6.5.5 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 amount not to exceed "Contract Price", which is $ **100,000.00**.

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

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 WALTER, MAYOR

CONTRACTOR:

By: _____

Its: _____

ATTEST:

By: _____
LISA GARCIA, TOWN CLERK

REVIEWED AS TO FORM:

By: _____
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 Contact.

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 warrantees 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, tec. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

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

6.3 Substantial Completion.

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

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

6.3.3 <u>Certificate of Substantial Completion</u>. 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 Contact Documents), plans and specifications have been delivered to Town; (iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor 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 loses.

SECTION 11 — INSURANCE

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.

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.

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 TABULATION SHEET (Exhibit "A")

Provide all labor, equipment, and materials to perform well rehabilitation and repairs per the attached Scope of Work.

		Cost	Total
1	Normal business hours – Monday through Friday 6:00 am - 4:00 pm		
2	Weekend hours minimum charge of ____ hours normal rate applies.		
3	Holiday hours minimum charge of ____ hours normal rate applies.		
4	After hours minimum charge of ____ hours normal rate applies.		
5	Labor rate two men per hour.		

PARTS:

Where purchased? _____

Standard mark-up: _____

Sales Tax for the Town of Florence is 9.2 %

EVALUATION OF OPTIONS

Except when its determined not to be in the Town's best interests, the Town will evaluate offers for ward purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Town to exercise the option(s).

CONTRACTOR'S BID SCHEDULE

ELECTRICAL SERVICES
RFP Number: 2020-01-ELE

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:

LIST OF SUBCONTRACTORS

The following information gives the name, business address, and portion of WORK (description of WORK to be done) for each SUBCONTRACTOR that WILL be used in the WORK if the BIDDER is awarded the CONTRACT. No SUBCONTRACTOR doing WORK in excess of Ten Thousand Dollars ($10,000.00) and who is not listed SHALL be used without the written approval of the OWNER which SHALL not be unreasonably withheld. (Additional supporting data MAY be attached to this page. Each page SHALL be sequentially numbered and headed "Proposed Subcontractors" and SHALL be signed.) Substitutions of SUBCONTRACTORS MAY be made by the BIDDER so long as all SUBCONTRACTORS used meet all requirements for SUBCONTRACTORS and all subcontract agreements meet all requirements for sub-agreements and lower tier agreements as set forth in the CONTRACT DOCUMENTS.

Name	Business Address	Description of Work

ACKNOWLEDGEMENT OF ADENDA

_____ acknowledges that it has received the following addenda:

(Contractor)

_____

(Addendum #) (Date)

_____

_____

_____

_____

Date: _____

_____ (Signature)

_____ (Title)

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: 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)

NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF)
) SS.
COUNTY OF)

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

I am _____ a _____ of the firm of _____, the Bidder making the Bid for the

Town of Florence Project _____and that I executed the said Bid with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Town of Florence relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

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

_____
(Signature of Bidder)

_____
(Printed or Typed Name of Bidder)
(Seal of Corporation)

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

of _____.

_____
(Notary Public)

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 Offeror's / 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	Signature of Authorized Person
_____	_____
Address	Printed Name of Authorized Person
_____	_____
City State Zip	Title of Authorized Person

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

DEMONSTRATING LAWFUL PRESENCE

Town of Florence
P.O. Box 2670, Florence, AZ 85132
(520) 868-7500
Bids, Proposals or Qualifications

Arizona Revised Statues 1-501 and 1-502 apply too 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 benefit to submit at least one of the following documents demonstrating “lawful presence” in the United States. The Principle 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 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

W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

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.

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: 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.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

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

☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number

☐☐ - ☐☐☐☐☐☐☐

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 ▶ Date ▶

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.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

ADDENDUM #1

MANDATORY JOB SITE WALK - SIGN IN SHEET

PROJECT: ELECTRICAL SERVICES - WATER & WASTEWATER

DATE: 1/7/2020 **TIME: 8:00AM**

FACILITATOR: TIMM WAINSCOTT **LOCATION: 425 E RUGGLES STREET**

Please print clearly - thank you.

	Last Name	First Name	Company	Email	Cell Phone
1	GILLESPIE	TRENT	FELIX CONSTRUCTION	TRENTG@FELIXCONSTRUCTION.COM	602 618-2620
2	WATTS	DANA	FELIX CONSTRUCTION	DANAW@FELIXCONSTRUCTION.COM	602 390-4787
3	ROJAS	SAM	Commonwealth Electric	SROJAS@commonwealthelectric.com	520-661-3868
4	Geuther	Gerry	Geuther Electrical	GRG82AZ@yahoo.com	480-812-5219
5	Dudley	Carl	TOF	TOF	City Hall
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

BID TABULATION SHEET (Exhibit "A")

Provide all labor, equipment, and materials to perform well rehabilitation and repairs per the attached Scope of Work.

		Cost	Total
1	Normal business hours minimum charge of _____ hours – Monday through Friday 6:00 am - 4:00 pm		
2	Weekend hours minimum charge of ____ hours normal rate applies.		
3	Holiday hours minimum charge of ____ hours normal rate applies.		
4	After hours minimum charge of ____ hours normal rate applies.		
5	Labor rate two men per hour.		

PARTS:

Where purchased?

_____

Standard mark-up:

_____

Sales Tax for the Town of Florence is 9.2 %

ADDENDUM 3

Town of Florence
Bid Tabulation Sheet

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

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

[x] Formal Sealed Bid: # 2020-01-ELE Electrical Services Water/ Wastewater Bid Due Date: 1-16-2020 Bid Due Time: 10:00 AM

Date Prepared: January 16, 2020

Prepared By: Maria Hernandez, Deputy Town Clerk

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	1 original 2 copies	Acknowledge of Addenda 1 and 2		Hours	Cost	Total	Comments
1 Geuther Electrical, LLC	YES	NO	Normal business hours – Monday through Friday 6:00 am - 4:00 pm		$90	per hour	
745 N. Gilbert Rd. Ste. 124 PMB 193			Weekend hours minimum charge of ____ hours normal rate applies	4	$90	per hour	
Gilbert AZ 85234			Holiday hours minimum charge of ____ hours normal rate applies	4	$90	per hour	
PH#			After hours minimum charge of ____ hours normal rate applies.	4	$90	per hour	
			Labor rate two men per hour.		$135	per hour	
			Where Purchased: Consolidated Electrical Distributors/Independent Electric Supply				
			Standard mark-up: 20%				
2 Commonwealth Electric Company	YES	NO	Normal business hours – Monday through Friday 6:00 am - 4:00 pm		$79	per hour	
2111 E. 17th Street			Weekend hours minimum charge of ____ hours normal rate applies	1.5	$116	per hour	
Tucson AZ 85719			Holiday hours minimum charge of ____ hours normal rate applies	2	$158	per hour	
PH#			After hours minimum charge of ____ hours normal rate applies.	1.5	116	per hour	
			Labor rate two men per hour.		158	per hour	
			Where Purchased: Graybar - Tucson				
			Standard mark-up: 15%1				

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 COUNCIL ACTION FORM	**AGENDA ITEM 7c.**

MEETING DATE: April 6, 2020

DEPARTMENT: Public Works, Water & Wastewater Division

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

SUBJECT: Geuther Electrical LLC Professional Services Contract

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

☐ **Other**

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

RECOMMENDED MOTION/ACTION:

Approval to enter into a professional services contract with Geuther Electrical LLC, for On-Call Electrical Services with up to four renewable one-year options, in an amount not to exceed $50,000.

BACKGROUND/DISCUSSION:

On December 18, 2019, the Town advertised an RFP for electrical services related to the water and wastewater facilities. The Town is seeking to enter into a multi-year term contract with Geuther Electrical LLC, to perform maintenance and repairs to electrical systems on Town-owned water and wastewater facilities. The services will include any and all electrical repairs, trouble-shooting electrical wiring issues and minor electrical upgrades associated with water and wastewater facilities.

A VOTE OF NO WOULD MEAN:

A vote of no would delay maintenance services and repairs to the Water and Wastewater systems.

A VOTE OF YES WOULD MEAN:

A vote of yes would mean faster maintenance services and repairs to the Water and Wastewater systems.

FINANCIAL IMPACT:

The cost to provide services shall not exceed $50,000.

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

5.632 Vendor Selection

> 5.632.1 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency/Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

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

ATTACHMENTS:

Town of Florence Professional Service Contract # 2020-01-ELE w/ Exhibit A
Town of Florence RFP # 2020-01-ELE

TOWN OF FLORENCE
PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("**Contract**"), is made and entered into as of April 6, 2020 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and Geuther Electrical LLC, ("**Contractor**"). The Town and the Contractor may be referred to in the Contract collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS, the Town desires to Contract for Public Works, Water and Wastewater Electrical Services as specified in Exhibit A ("**Scope of Work**" or **"Services**");

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

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

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

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

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

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

1.2 Acceptance and Documentation.

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

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

1.2.3 All documents, including but not limited to, data compilations, studies,

and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Town Manager before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

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

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

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

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

3.0 SCHEDULE AND TERMINATION

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

3.2 Termination.

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

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

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

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

3.4 Terms. The term of this Contract shall be from the Effective Date through June 30, 2021, with up to (4) renewable one-year options. Task Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Task Order. The contract may be renewed upon mutual agreement of the parties.

4.0 GENERAL TERMS

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

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

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

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

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

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

4.7 Records and Audit Rights.

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

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

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

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

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

4.10 Independent Contractor.

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

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

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

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are Contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.

4.12.4 The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

4.12.5 The Town may, at is sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 The provisions of this Section must be included in any Contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any Contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

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

In the case of Contractor: Geuther Electrical LLC
Dan Geuther, Owner
745 N. Gilbert Road
Gilbert, AZ 85234
(480) 353-8650
geutherelectric@gmail.com

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

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

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

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

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

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

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

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

4.20 Indemnification.

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

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

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

4.21 Changes in the Work.

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

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

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

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

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

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

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

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

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

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

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

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

5.0 INSURANCE

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

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

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

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

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

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

5.7 Required Coverage.

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

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

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

6.0 SEVERABILITY AND AUTHORITY

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

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

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this 5 day of August, 2019.

TOWN OF FLORENCE

By: _____
Tara Walter, Mayor

By: _____

Name: _____

Its: _____

ATTEST:

_____
Lisa Garcia, Town Clerk

Approved as to Form:

_____
Clifford L. Mattice, Florence Town Attorney

By: _____
Contractor

By: _____

Name: _____

Its: _____

BID TABULATION SHEET (Exhibit "A")

Provide all labor, equipment, and materials to perform well rehabilitation and repairs per the attached Scope of Work.

		Cost	Total
1	Normal business hours minimum charge of _1.5__ hours – Monday through Friday 6:00 am - 4:00 pm	$90.00	$135.00
2	Weekend hours minimum charge of _4__ hours normal rate applies.	$90.00	$360.00
3	Holiday hours minimum charge of _4__ hours normal rate applies.	$90.00	$360.00
4	After hours minimum charge of _4__ hours normal rate applies.	$90.00	$360.00
5	Labor rate two men per hour.	$135.00	$135.00

PARTS:

Where purchased?
_CED Casa Grande, and Independent Electric Supply_____

Standard mark-up:
_20%_____

Sales Tax for the Town of Florence is 9.2 %

Invitation to Bid (ITB)

Electrical Services: Water & Wastewater

RFP Number: 2020-01-ELE

Date: December 18, 2019

Town of Florence
775 N. Main Street
Florence, AZ 85132
(520) 868-7500
www.florenceaz.gov

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INVITATION TO BID

Electrical Services
Water and Wastewater Divisions
RFP Number: 2020-01-ELE

The Town of Florence (the "Town") is seeking a licensed and qualified Vendor to provide all material and labor required as described below on as as-needed basis for a period of one (1) year, with up to four (4) renewable one-year options.

SUBMITTAL DUE DATE & TIME:

DATE: January 16, 2020 – Time: 10:00 am

SUBMITTAL LOCATION:

Town of Florence
Town Clerk's Office
775 N. Main Street, Florence, AZ 85132
(520) 251-7500

MANDATORY PRE-BID CONFERENCE MEETING

DATE: January 7, 2020 -- Time: 8:00 am
LOCATION: 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 online by registering with the Issuing Office on the Town's website. 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 downloaded will be considered the Bidder's date of receipt. Partial sets of the Bidding Documents will not be available from the Issuing Office.

GENERAL OR BID PROCESS QUESTIONS:

All questions must be submitted via email to susan.jonas@florenceaz.gov .

QUESTION DUE DATE AND TIME:

DATE: January 9, 2020 – Time: 2:00 pm

Answers will be posted on January 10, 2020 on the Town's website in the form of an Addendum.

Section I - Information

Vendor will perform all manner of electrical services for the Town, Water and Wastewater Divisions to include, but not limited to: any and all electrical repairs, trouble-shooting electrical wiring issues and minor electrical upgrades associated with water and wastewater facilities. Pricing will include the hourly labor rate for normal daily business hour services and the hourly rate for off-hour emergency services. The quote will include the Vendor's source to where a majority of the required parts or materials are purchased from. Also include any mark-up or discounts to parts or materials the Town may experience.

The Contract created by this request and the resulting quotation will automatically renew for up to four (4) successive one-year terms, unless the Vendor notifies the Town in writing of its desire to terminate the Contract. If extended, the then-current prices shall be applicable during the subsequent renewal year unless the Vendor notifies the Town in writing of any rate increase and the Town approves the increase with an authorized signature, prior to the end of the then-current term.

Section II – Instructions and Conditions

1. This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the Town chooses to move forward with a pending project and proper authorization and documentation have been approved. The Town does not guarantee any minimum or maximum amount of Services will be requested under the Agreement.

2. Vendors must state the manufacturer of each product quoted on in conformity with the specifications.

3. All quotations must contain the quoting form's name and be signed by an authorized agent, officer or employee.

4. Award will be made to the Vendor whose quotation is the most advantageous to the Town.

5. Please attach your Quotation behind the Exhibit “A” cover sheet and submit this document to the address above.

Section III – Pricing

The Quotation shall be attached hereto as Exhibit “A” and shall contain pricing unless a separate price sheet is required, in which case the Price Sheet shall be submitted in the form attached hereto as Exhibit “B” and incorporated herein by reference.

Note: Prices offered shall include applicable state and local taxes.

Section IV – Execution and Submission

By acknowledging this document and submitting a quotation to the Town of Florence, the authorized agent agrees (i) he/she has read the Town’s General Conditions of the Contract as set forth in this ITB document and which are incorporated into and become a part of this company’s quotation offer as if set forth fully herein and (ii) the company shall be bound by the Town’s General Conditions of the Contract.

For questions regarding this solicitation, please email Administrative Assistant, Susan Jonas at susan.jonas@florenceaz.gov.

Thank You,

Christopher A. Salas, P.E.
Public Works Director

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.

- ☐ The Bid Schedule has been signed by an authorized representative of the firm. Unsigned bids will not be considered.
- ☐ The Bid Schedule has been fully completed, including prices offered (and any alternatives) has been filled in and reviewed for accuracy.
- ☐ 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.
- ☐ The List of Subcontractors has been fully completed and executed by Bidder and reviewed for accuracy.
- ☐ Bidder has reviewed all instructions, terms and conditions, and specifications to ensure your response fully complies.
- ☐ Any required samples, descriptive literature, or enclosures have been included, if applicable. (Identify samples and Bidder's name and solicitation number.)
- ☐ The bid package and/or envelope have been identified with Bidder's name, ITB number and ITB title.
- ☐ The specified number of copies of Bidder's response has been included.
- ☐ Insurance requirements have been reviewed and can be fully complied with.
- ☐ The Resolution of Board of Directors for corporate Bidder has been fully executed and included, or other proof of authorization required under the ITB has been included.
- ☐ The Non-Collusive Bidding Certificate has been executed and included.
- ☐ The W-9 Form is complete and included.
- ☐ The Deviation / Compliance Certification Form has been executed and included.
- ☐ The Participation in Boycott of Israel Certification has been executed and included.
- ☐ The Demonstrating Lawful Presence has been executed and included.

SCOPE OF WORK

Vendor will perform all manner of electrical services for the Town, Water and Wastewater Divisions to include, but not limited to: any and all electrical repairs, trouble-shooting electrical wiring issues and minor electrical upgrades associated with water and wastewater facilities. Pricing will include the hourly labor rate for normal daily business hour services and the hourly rate for off-hour emergency services. The quote will include the Vendor's source to where a majority of the required parts or materials are purchased from. Also include any mark-up or discounts to parts or materials the Town may experience.

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 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 of Arizona.

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 on 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 OBLIGATION 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 drawing of physical conditions relating to existing surface or substrate 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 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 Works as indicated in the Bidding Documents;

G. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers on 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 on the Town's website.

6.06 The Town of Florence shall not be bound to respond to Bid or Addenda inquiries from non-Bidders or Record or other third-parties.

INSTRUCTION 7: Reserved

INSTRUCTION 8: Reserved

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 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 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 venture 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 types or printed in ink below the signatures.

10.08 The Bid shall contain an acknowledgement 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's Bidder's Arizona contractor license number and classification, and any other required business and/or tax licenses required by the Town shall 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 check all responses for accuracy before submitting a Bid. Negligence in preparing a Bid confers no right of withdrawal after Bi 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 Fee Price

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Schedule.

11.03 Unit Price

A. Bidder 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 unites 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 allowance, if any 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 two (2) unbound copies of the Bid Schedule are to be completed and submitted with the 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, Town Clerk, 775 N. Main Street, 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 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 alternatives, 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 states 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 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, non-conforming, non-responsive, 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 non-responsive.

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 price, 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

CONTRACT FOR: TOWN OF FLORENCE, ELECTRICAL SERVICES, WATER & WASTEWATER

THIS CONTRACT is made and entered into on the _____day of _____, 2020, 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

TOWN:
Town of Florence, Arizona
Utilities Superintendent: Timm Wainscott
425 E. Ruggles Street, Florence AZ 85132
Telephone: (520) 868-7619
Cell: (520) 251-2131
E-mail: timm.wainscott@florenceaz.gov

ADMINISTRATIVE ASSISTANT:
Town of Florence, Arizona
Susan Jonas
P.O. Box 2670
444 N. Warner Street
Telephone: (520) 868-7614
Email: susan.jonas@florenceaz.gov

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

PUBLIC WORKS DIRECTOR:
TOWN ENGINEER:
444 N. Warner Street, Florence AZ 85132
Representative: Christopher A. Salas, P.E.
Telephone: (520) 868-7617
Cell: (520) 251-3118
E-mail: christopher.salas@florenceaz.gov

FINANCE DEPARTMENT:
ACCOUNTS PAYABLE
accounts.payable@florenceaz.gov

PROJECT DESCRIPTION: See Scope of Work.
.

PROJECT SITE: Town of 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
Scope of Work
Contract
Insurance Requirements
Bid Tabulation Sheet
Acknowledgement of Addenda

Non-Collusive Bidding Certification
Deviation / Compliance Certification
W-9
Addenda

Instructions to Bidders
General Conditions of Contract
Bid Schedule
Bid Submittal Checklist
List of Subcontractors
Resolution of Board of Directors
Participation in Boycott of Israel
Demonstrating Lawful Presence
Bidder's Qualification Statement

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: ***N/A***

ARTICLE 3 – DESIGN PHASE SERVICES - RESERVED

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: ***N/A***

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

4.3 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.

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

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

4.6 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.

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

4.8 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).

5.2.4 Additional Information to be provided by Town, if any, is listed below: ***N/A***

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: ***Each project will have its own negotiated and agreed upon schedule.***

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: Will be evaluated project by project and per MAG allowances. .

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: Will be evaluated project by project and per MAG allowances.

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.

6.5.5 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 amount not to exceed "Contract Price", which is $ **100,000.00**.

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

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 WALTER, MAYOR

CONTRACTOR:

By: _____

Its: _____

ATTEST:

By: _____
LISA GARCIA, TOWN CLERK

REVIEWED AS TO FORM:

By: _____
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 Contact.

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 warrantees 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, tec. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

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

6.3 Substantial Completion.

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

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

6.3.3 <u>Certificate of Substantial Completion</u>. 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 Contact Documents), plans and specifications have been delivered to Town; (iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor 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 loses.

SECTION 11 — INSURANCE

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.

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.

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 TABULATION SHEET (Exhibit "A")

Provide all labor, equipment, and materials to perform well rehabilitation and repairs per the attached Scope of Work.

		Cost	Total
1	Normal business hours – Monday through Friday 6:00 am - 4:00 pm		
2	Weekend hours minimum charge of ____ hours normal rate applies.		
3	Holiday hours minimum charge of ____ hours normal rate applies.		
4	After hours minimum charge of ____ hours normal rate applies.		
5	Labor rate two men per hour.		

PARTS:

Where purchased? _____

Standard mark-up: _____

Sales Tax for the Town of Florence is 9.2 %

EVALUATION OF OPTIONS

Except when its determined not to be in the Town's best interests, the Town will evaluate offers for ward purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Town to exercise the option(s).

CONTRACTOR'S BID SCHEDULE

ELECTRICAL SERVICES
RFP Number: 2020-01-ELE

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:

LIST OF SUBCONTRACTORS

The following information gives the name, business address, and portion of WORK (description of WORK to be done) for each SUBCONTRACTOR that WILL be used in the WORK if the BIDDER is awarded the CONTRACT. No SUBCONTRACTOR doing WORK in excess of Ten Thousand Dollars ($10,000.00) and who is not listed SHALL be used without the written approval of the OWNER which SHALL not be unreasonably withheld. (Additional supporting data MAY be attached to this page. Each page SHALL be sequentially numbered and headed "Proposed Subcontractors" and SHALL be signed.) Substitutions of SUBCONTRACTORS MAY be made by the BIDDER so long as all SUBCONTRACTORS used meet all requirements for SUBCONTRACTORS and all subcontract agreements meet all requirements for sub-agreements and lower tier agreements as set forth in the CONTRACT DOCUMENTS.

Name	Business Address	Description of Work

ACKNOWLEDGEMENT OF ADENDA

_____ acknowledges that it has received the following addenda:

(Contractor)

_____

(Addendum #) (Date)

_____

_____

_____

_____

Date: _____

_____ (Signature)

_____ (Title)

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: 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)

NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF)
) SS.
COUNTY OF)

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

I am _____ a _____ of the firm of _____, the Bidder making the Bid for the

Town of Florence Project _____and that I executed the said Bid with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Town of Florence relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

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

_____
(Signature of Bidder)

_____
(Printed or Typed Name of Bidder)
(Seal of Corporation)

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

of _____.

_____
(Notary Public)

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 Offeror's / 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	Signature of Authorized Person
_____	_____
Address	Printed Name of Authorized Person
_____	_____
City State Zip	Title of Authorized Person

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

DEMONSTRATING LAWFUL PRESENCE

Town of Florence
P.O. Box 2670, Florence, AZ 85132
(520) 868-7500
Bids, Proposals or Qualifications

Arizona Revised Statues 1-501 and 1-502 apply too 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 benefit to submit at least one of the following documents demonstrating “lawful presence” in the United States. The Principle 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 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

W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

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.

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: 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.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

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

☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number

☐☐ - ☐☐☐☐☐☐☐

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 ▶ Date ▶

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.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

ADDENDUM #1

MANDATORY JOB SITE WALK - SIGN IN SHEET

PROJECT: ELECTRICAL SERVICES - WATER & WASTEWATER

DATE: 1/7/2020 **TIME: 8:00AM**

FACILITATOR: TIMM WAINSCOTT **LOCATION: 425 E RUGGLES STREET**

Please print clearly - thank you.

	Last Name	First Name	Company	Email	Cell Phone
1	GILLESPIE	TRENT	FELIX CONSTRUCTION	TRENTG@FELIXCONSTRUCTION.COM	602 618-2620
2	WATTS	DANA	FELIX CONSTRUCTION	DANAW@FELIXCONSTRUCTION.COM	602 390-4787
3	ROJAS	SAM	Commonwealth Electric	SROJAS@commonwealthelectric.com	520-661-3868
4	Geuther	Gerry	Geuther Electrical	GRG82AZ@yahoo.com	480-812-5219
5	Dudley	Carl	TOF	TOF	City Hall
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

BID TABULATION SHEET (Exhibit "A")

Provide all labor, equipment, and materials to perform well rehabilitation and repairs per the attached Scope of Work.

		Cost	Total
1	Normal business hours minimum charge of _____ hours – Monday through Friday 6:00 am - 4:00 pm		
2	Weekend hours minimum charge of ____ hours normal rate applies.		
3	Holiday hours minimum charge of ____ hours normal rate applies.		
4	After hours minimum charge of ____ hours normal rate applies.		
5	Labor rate two men per hour.		

PARTS:

Where purchased?

_____

Standard mark-up:

_____

Sales Tax for the Town of Florence is 9.2 %

ADDENDUM 3

Town of Florence
Bid Tabulation Sheet

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

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

[x] Formal Sealed Bid: # 2020-01-ELE Electrical Services Water/ Wastewater Bid Due Date: 1-16-2020 Bid Due Time: 10:00 AM

Date Prepared: January 16, 2020

Prepared By: Maria Hernandez, Deputy Town Clerk

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	1 original 2 copies	Acknowledge of Addenda 1 and 2		Hours	Cost	Total	Comments
1 Geuther Electrical, LLC	YES	NO	Normal business hours – Monday through Friday 6:00 am - 4:00 pm		$90	per hour	
745 N. Gilbert Rd. Ste. 124 PMB 193			Weekend hours minimum charge of ____ hours normal rate applies	4	$90	per hour	
Gilbert AZ 85234			Holiday hours minimum charge of ____ hours normal rate applies	4	$90	per hour	
PH#			After hours minimum charge of ____ hours normal rate applies.	4	$90	per hour	
			Labor rate two men per hour.		$135	per hour	
			Where Purchased: Consolidated Electrical Distributors/Independent Electric Supply				
			Standard mark-up: 20%				
2 Commonwealth Electric Company	YES	NO	Normal business hours – Monday through Friday 6:00 am - 4:00 pm		$79	per hour	
2111 E. 17th Street			Weekend hours minimum charge of ____ hours normal rate applies	1.5	$116	per hour	
Tucson AZ 85719			Holiday hours minimum charge of ____ hours normal rate applies	2	$158	per hour	
PH#			After hours minimum charge of ____ hours normal rate applies.	1.5	116	per hour	
			Labor rate two men per hour.		158	per hour	
			Where Purchased: Graybar - Tucson				
			Standard mark-up: 15%1				

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
Summary of Warrants Paid
for February 2020

Source	Amount
Warrant Register-Checks and Credit Card Payments	**$ 959,096.41**
Electronic Payments	
Bank and Merchant Fees	$ 5,101.18
Payroll - Net of Deductions	$ 458,022.22
Payroll Related Payments: Liens, Levys, Garnishments, Flexible Spending, AFLAC, Deposits to PCFCU (Employee Savings)	$ 31,810.73
Retirement Contributions, Arizona State Retirement, Public Safety Retirement, Securian, Voluntary 401K Plan	$ 164,993.93
Payroll Taxes, State and Federal	$ 145,018.66
Transaction Privilege Taxes Collected Payable to State	$ 25,598.50
Medical, Dental, Life, Vision payments	$ 219,962.71
Community Facilities District Payments	
CFD #2 Administrative Expense	$ 3,750.00
Electronic Payments	**$ 1,054,257.93**
Total Warrants	**$ 2,013,354.34**

Town of Florence

Warrant Register

Account Number	Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Description	Amount
CASH							
010-105-500	115680	02/07/20	PETTY CASH - PARKS	FEB 8/2020	01/30/20	CHANGE FOR 2020 HOME TOUR	$300.00
							$300.00
LIABILITIES							
010-202-000	115707	02/13/20	ARIZONA STATE TREASURER	JAN/2020	02/11/20	STATE JCEF	$313.35
010-202-500	115707	02/13/20	ARIZONA STATE TREASURER	JAN/2020	02/11/20	ZFAR 1	$1,371.16
010-202-501	115707	02/13/20	ARIZONA STATE TREASURER	JAN/2020	02/11/20	ZFAR 2	$236.86
010-203-000	115723	02/13/20	DEPARTMENT OF PUBLIC SAFETY	JAN2020	02/11/20	MONTHLY REMITANCE-JANUARY 2020	$4.00
010-203-000	115751	02/13/20	PINAL COUNTY TREASURER	JAN/2020	02/11/20	MOTHLY REMIT-JAN 2020	$29.86
010-204-000	115707	02/13/20	ARIZONA STATE TREASURER	JAN/2020	02/11/20	STATE SURCHARGES/JAN 2020	$6,734.04
010-209-000	115707	02/13/20	ARIZONA STATE TREASURER	JAN/2020	02/11/20	VICTIM RIGHTS ENFORCEMENT	$241.66
010-232-000	115708	02/13/20	AZ DEPT OF REVENUE COLL SVC	PPE 013120	02/07/20	LEVY	$642.82
010-232-000	115830	02/27/20	AZ DEPT OF REVENUE COLL SVC	PPE 02/14/20	02/20/20	LEVY	$464.17
010-241-000	115763	02/13/20	UNITED WAY OF PINAL COUNTY	PPE 01/31/20	02/07/20	EMPLOYEES CONTRIBUTIONS	$65.00
010-241-000	115887	02/27/20	UNITED WAY OF PINAL COUNTY	PPE 02/14/20	02/20/20	EMPLOYEES CONTRIBUTIONS	$45.00
010-243-000	115746	02/13/20	NEW YORK LIFE INSURANCE	006929080 7 S	02/05/20	FEBRUARY 2020	$516.71
010-250-038	115707	02/13/20	ARIZONA STATE TREASURER	JAN/2020	02/11/20	STATE FINES	$4,273.25
010-260-000	115730	02/13/20	2ND TEMP	SNELL/JAN 2020	02/06/20	RESTITUTION PMT CASE #CR2016-0010	$2.83
010-260-000	115730	02/13/20	2ND TEMP	SNELL/DEC 2019	12/23/19	RESTITUTION PMT CASE #CR2016-0010	$5.93
010-260-000	115756	02/13/20	2ND TEMP	VAZQUEZ/FEB	02/11/20	RESTITUTION PMT CASE #CR2011-0163	$63.03
							$15,009.67
LICENSES AND PERMITS							
010-320-211	115634	02/07/20	2ND TEMP	4312	01/29/20	BUSINESS LICENSE FEE REFUND	$50.00
010-320-211	115638	02/07/20	2ND TEMP	11458	01/29/20	BUSINESS LICENSE FEE REFUND	$50.00
010-320-211	115781	02/20/20	2ND TEMP	7808	02/04/20	BUSINESS LICENSE REFUND	$50.00
010-320-211	115800	02/20/20	2ND TEMP	7165	02/04/20	BUSINESS LICENSE REFUND	$55.00
010-320-211	115810	02/20/20	2ND TEMP	8474	02/04/20	BUSINESS LICENSE REFUND	$55.00
010-320-211	115817	02/20/20	2ND TEMP	7813	02/04/20	BUSINESS LICENSE REFUND	$50.00

Account Number	Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Description	Amount
LICENSES AND PERMITS							
010-320-211	115850	02/27/20	2ND TEMP	7784	02/18/20	BUSINESS LICENSE REFUND	$50.00
010-320-211	115877	02/27/20	2ND TEMP	8533	02/04/20	BUSINESS LICENSE REFUND	$55.00
010-320-219	115645	02/07/20	2ND TEMP	11.658583	01/27/20	SPECIAL EVENT FEE REIMBURSEMENT	$10.00
							$425.00
COMMUNITY DEVELOPMENT							
010-335-212	115755	02/13/20	RIVER BOTTOM GRILL	BLD-19-0438	01/31/20	REFUND PARTIAL REVIEW FEE AND PERMIT FEE.	$29.25
010-335-213	115755	02/13/20	RIVER BOTTOM GRILL	BLD-19-0438	01/31/20	REFUND PARTIAL REVIEW FEE AND PERMIT FEE.	$19.01
							$48.26
TOWN COUNCIL							
010-501-402	120	02/18/20	DOLLAR GENERAL	Jan 31 2020	01/31/20	BTO CONFERENCE SUPPLIES	$12.85
010-501-402	120	02/18/20	EUGENE & KIM'S PLACE	Jan 31 2020	01/31/20	BTO CONFERENCE SUPPLIES	$10.90
010-501-402	120	02/18/20	PINAL PARTNERSHIP	Jan 31 2020	01/31/20	JANUARY BREAKFAST MEETING - JUDY HUGHES	$20.00
010-501-402	120	02/18/20	SAFEWAY INC.	Jan 31 2020	01/31/20	BTO CONFERENCE SUPPLIES	$51.51
							$95.26
ADMINISTRATION							
010-502-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	ADMIN-B. BITTER	$36.70
010-502-217	115692	02/07/20	STATE FORTY EIGHT	2013	01/28/20	CENSUS SHIRTS	$754.60
010-502-217	120	02/18/20	VISTAPRINT NETHERLANDS B.V.	Jan 31 2020	01/31/20	CENSUS MATERIALS	$535.22
010-502-217	120	02/18/20	VISTAPRINT NETHERLANDS B.V.	Jan 31 2020	01/31/20	CENSUS MATERIALS	$1,285.34
010-502-301	115641	02/07/20	BLEND4	006926	01/09/20	BUSINESS LICENSE ENVELOPES	$401.92
010-502-301	115679	02/07/20	OFFICE DEPOT INC	429074471001	01/29/20	2020 - 2029 DATE STAMP	$74.92
010-502-301	115679	02/07/20	OFFICE DEPOT INC	43176342001	01/29/20	BINDERS	$12.73
010-502-301	115679	02/07/20	OFFICE DEPOT INC	418599595001	12/30/19	CREDIT MEMO - ADMIN	($0.01)
010-502-301	115679	02/07/20	OFFICE DEPOT INC	431764408001	01/29/20	1.5 INCH BINDERS	$22.13
010-502-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-ADMIN	$66.70
010-502-308	115673	02/07/20	LEAGUE OF AZ CITIES AND TOWNS	JAN/2020	02/03/20	2020 GREEN BOOKS	$24.00
010-502-401	120	02/18/20	PINAL PARTNERSHIP	Jan 31 2020	01/31/20	JANUARY BREAKFAST MEETING - BRENT	$20.00
010-502-401	120	02/18/20	SECRETARY OF STATE	Jan 31 2020	01/31/20	LOBBYIST FEES FOR BEN BITTER	$25.40
010-502-401	120	02/18/20	THE ARIZONA REPUBLIC #1531	Jan 31 2020	01/31/20	MONTHLY SUBSCRIPTION FEE	$1.07
010-502-402	120	02/18/20	2ND TEMP	Jan 31 2020	01/31/20	LEGAL LUNCH - AMR MEDIATION	$26.03

Account Number	Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Description	Amount
ADMINISTRATION							
010-502-402	120	02/18/20	2ND TEMP	Jan 31 2020	01/31/20	LODGING PAYMENT FOR BEN BITTER - ACMA FALL	$33.92
010-502-402	120	02/18/20	PINAL PARTNERSHIP	Jan 31 2020	01/31/20	JANUARY BREAKFAST MEETING - BEN BITTER	$20.00
010-502-408	120	02/18/20	UPS	Jan 31 2020	01/31/20	UPS PACKET TO GREENBURG TRAURIG FOR CFD #2	$6.90
							$3,347.57
COURTS							
010-503-234	115750	02/13/20	PINAL CO SHERIFF'S OFFICE	2075	02/07/20	MONTHLY REMIT-JANUARY 2020	$4,540.12
010-503-234	115750	02/13/20	PINAL CO SHERIFF'S OFFICE	1986	12/13/19	MONTHLY REMIT-NOVEMBER 2019	$4,194.25
							$8,734.37
LEGAL							
010-504-217	115656	02/07/20	DICKINSON WRIGHT PLLC	1441231	01/19/20	LEGAL SERVICES: ACC PROCEEDINGS JOHNSON	$210.00
010-504-217	115814	02/20/20	SIMS MACKEN LTD	27056	02/10/20	LEGAL SERVICES: FLORENCE VS FCI JANUARY 2020	$4,025.00
010-504-301	115872	02/27/20	OFFICE DEPOT INC	441850344001	02/13/20	OFFICE SUPPLIES	$12.79
010-504-301	115872	02/27/20	OFFICE DEPOT INC	441850456001	02/12/20	OFFICE SUPPLIES	$20.51
010-504-401	115884	02/27/20	THOMSON REUTERS-WEST	841774605	02/01/20	LEGAL RESEARCH JAN 2020	$226.00
010-504-401	120	02/18/20	STATE BAR OF ARIZONA	Jan 31 2020	01/31/20	BAR DUES FOR CLIFF MATTICE	$505.00
							$4,999.30
FINANCE							
010-505-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	FINANANCE ADMIN	$37.88
010-505-202	115665	02/07/20	INFOSEND	164985	12/31/19	DEC/2019 UTILTIY BILLING SERVICE	$2,612.02
010-505-204	115858	02/27/20	INFOSEND	166248	01/24/20	JAN/2020 UTILITY BILLING	$2,609.10
010-505-217	115632	02/07/20	ADECCO	69859786	01/27/20	TEMP CONTRACT M.ORTIZ-WEEK END 01/26/20	$639.36
010-505-217	115632	02/07/20	ADECCO	69867053	02/03/20	TEMP CONTRACT M.ORTIZ-WEEK END 02/03/20	$479.52
010-505-217	115690	02/07/20	SHRED-IT USA	8128981156	01/15/20	BPO FOR MONTHLY SHREDDING SERVICE FOR	$34.00
010-505-217	115775	02/20/20	ADECCO	89874266	02/10/20	TEMP CONTRACT MARIA F. ORTIZ WEEK END	$799.20
010-505-217	115822	02/27/20	ADECCO	69885006	02/17/20	TEMP CONTRACT M.ORTIZ-WEEK END 02/16/20	$639.36
010-505-217	115879	02/27/20	SHRED-IT USA	8129199063	02/15/20	BPO FOR MONTHLY SHREDDING SERVICE FOR	$60.25
010-505-231	120	02/18/20	PITNEY BOWES INC	Jan 31 2020	01/31/20	POSTAGE MACHINE LEASE 09/30/19 - 12/29/19	$596.79
010-505-301	115872	02/27/20	OFFICE DEPOT INC	440815648001	02/10/20	OFFICE SUPPLIES	$300.79
010-505-301	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	DUAL MONITORS AND MOUNT FOR FINANCE	$295.93
010-505-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-FINANCE	$130.66

Account Number	Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Description	Amount
FINANCE							
010-505-308	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	2019 GAAP ACCOUNTING PRINCIPLES BOOK FOR	$98.31
010-505-402	115640	02/07/20	BECKI JIMENEZ	BJ/2020	01/10/20	CONFERENCE REGISTRATION	$165.00
							$9,498.17
HUMAN RESOURCES							
010-508-217	115711	02/13/20	BENEFIT INTELLIGENCE INC.	35134	02/03/20	MONTHLY TELEDOC SERVICES	$551.25
010-508-217	115829	02/27/20	AZ DEPARTMENT OF PUBLIC SAFETY	FEB/2020	02/21/20	FINGERPRINT BACKGROUND CHECK-WALL & RICE	$44.00
010-508-217	115833	02/27/20	BENEFIT INTELLIGENCE INC.	33926	01/06/20	MONTHLY TELEDOC SERVICES	$543.75
010-508-217	115857	02/27/20	INFINISOURCE INC.	91116238	02/09/20	MONTHLY ADMINISTRATIVE SERVICES	$321.75
010-508-217	120	02/18/20	FMCSA	Jan 31 2020	01/31/20	PURCHASE QUERY PLANS FOR DOT DRIVERS	$25.00
010-508-301	115679	02/07/20	OFFICE DEPOT INC	312193943001	05/17/19	CREDIT MEMO - HR	($17.29)
010-508-301	115872	02/27/20	OFFICE DEPOT INC	442523678001	02/12/20	OFFICE SUPPLIES	$143.12
010-508-314	115738	02/13/20	GIBSON'S SMOKEHOUSE	2020 EMPL APPR	02/11/20	2020 EMPLOYEE APPRECIATION LUNCHEON	$1,672.32
010-508-314	115806	02/20/20	PETTY CASH - PARKS	EIC 3.5.20	02/18/20	EIC PRIZES FOR EMPLOYEE APPRECIATION LUNCH -	$150.00
010-508-314	115806	02/20/20	PETTY CASH - PARKS	EIC 3.5.20	02/18/20	EIC PRIZES FOR EMPLOYEE APPRECIATION LUNCH -	$100.00
010-508-314	120	02/18/20	BAUDVILLE	Jan 31 2020	01/31/20	FEBRUARY SERVICE AWARDS - ALLEN AND JONES,	$142.97
010-508-314	120	02/18/20	BAUDVILLE	Jan 31 2020	01/31/20	JANUARY SERVICE AWARD - C. WILLIAMS 20 YEARS	$76.42
							$3,753.29
COMMUNITY DEVELOPMENT							
010-510-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	COM. DEV./DEV. SERVICES	$210.59
010-510-201	115837	02/27/20	CENTURYLINK	1485869251	02/07/20	868-7500 MAIN LINE	$176.60
010-510-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	224 W. 20TH ST	$447.61
010-510-215	115815	02/20/20	SOUTHWEST GAS CORPORATION	JAN/2020	02/10/20	200 W 20TH ST	$121.29
010-510-217	115675	02/07/20	LOCAL FIRST ARIZONA	11820	01/18/20	ECONOMICS OF REVITALIZATION FOR	$1,500.00
010-510-217	115804	02/20/20	MOTLEY DESIGN GROUP, LLC	19-021-01	02/03/20	FOR HISTORIC PRESERVATION SERVICES TO ASSIST	$2,257.50
010-510-217	115836	02/27/20	BROWN & ASSOCIATES	34199	01/31/20	PROFESSIONAL SERVICES FOR BUILDING	$19,490.00
010-510-217	120	02/18/20	MOUNT ATHOS RESTAURANT	Jan 31 2020	01/31/20	PURCHASE MOUNT ATHOS RESTAURANT -	$75.65
010-510-301	115872	02/27/20	OFFICE DEPOT INC	437510054001	02/03/20	OFFICE SUPPLIES - BPO FY 19/20	$212.78
010-510-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246208	01/27/20	OPERATING SUPPLIES - BPO FY 19/20	$19.02
010-510-302	115695	02/07/20	ULINE	116334761	01/23/20	SHOE BOOTIES FOR INSPECTORS TO PROTECT	$63.89
010-510-302	115824	02/27/20	AMAZON.COM	16FR-3JP6-	02/15/20	AMOUNT OVER PO	$193.10

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COMMUNITY DEVELOPMENT							
010-510-302	115824	02/27/20	AMAZON.COM	16FR-3JP6-	02/15/20	CAMERA FOR COMPLIANCE OFFICER	$200.00
010-510-302	115855	02/27/20	FLORENCE TRUE VALUE HARDWARE	246554	02/19/20	OPERATING SUPPLIES - BPO FY 19/20	$13.73
010-510-302	115882	02/27/20	SYMBOLARTS, LLC	0347998-IN	02/10/20	1 BADGE AND 2 BADGE HOLDERS FOR CODE	$293.00
010-510-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-COMMUNITY DEV	$97.47
010-510-308	120	02/18/20	INTERNATIONAL CODE COUNCIL	Jan 31 2020	01/31/20	PURCHASE INTL CODE COUNCIL INC - BOOKS FOR	$107.50
010-510-335	115824	02/27/20	AMAZON.COM	1X6H-6Q4C-	02/11/20	ADJUSTABLE DESK LIFT FOR PERMIT TECH DESK	$169.37
010-510-401	115854	02/27/20	FLORENCE TOASTMASTERS	2020-1	02/04/20	SEMI-ANNUAL MEMBERSHIP DUES FOR PLANNER,	$51.00
010-510-403	115741	02/13/20	JAMES ALLEN	100822641	01/22/20	REIMBURSEMENT FOR 6-10 RENEWALS FOR	$120.00
010-510-403	115790	02/20/20	GLORIA M. BEAN	100829625	02/03/20	REIMBURSEMENT FOR PERMIT TECH TEST	$219.00
010-510-408	115819	02/20/20	WATER SHED	400003772	01/21/20	WATER DELIVERY SERVICE - BPO FY 19/20	$26.32
010-510-408	115889	02/27/20	WATER SHED	400003934	02/20/20	WATER DELIVERY SERVICE - BPO FY 19/20	$21.11
							$26,086.53
POLICE ADMINISTRATION							
010-511-201	115648	02/07/20	CENTURYLINK	DEC/2019.3	01/16/20	868-9627 POLICE 9-1-1	$334.32
010-511-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	POLICE ADMIN PHONES	$2,176.58
010-511-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	SUPERIOR FIRE	$90.91
010-511-201	115838	02/27/20	CENTURYLINK	JAN/2020.2	02/16/20	868-9627 POLICE 9-1-1	$334.32
010-511-209	115798	02/20/20	JONES AUTO CENTER	68878	02/03/20	REPAINT ROOF & HOOD ON PD G-316HC	$1,015.69
010-511-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	1817 N HUNT HWY 50%	$60.00
010-511-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	193 E 6ST	$67.47
010-511-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	425 N PINAL ST - PD	$958.33
010-511-215	115713	02/13/20	BIA	JAN/2020	02/03/20	3949 N IOWA RADIO TOWER #2 SPLIT 50%	$192.78
010-511-217	115690	02/07/20	SHRED-IT USA	8128981156	01/15/20	BLANKET FOR SHRED BOX SERVICE-POLICE	$34.00
010-511-217	115879	02/27/20	SHRED-IT USA	8129199063	02/15/20	MONTHLY SHREDDING SERVICE TO COVER FY	$60.25
010-511-301	115811	02/20/20	RV STRIPES & GRAPHICS INC.	25354	01/21/20	AMOUNT OVER PO	$5.19
010-511-301	115811	02/20/20	RV STRIPES & GRAPHICS INC.	25354	01/21/20	2 BADGES FOR DOORS AT MAIN	$102.89
010-511-301	120	02/18/20	VISTAPRINT NETHERLANDS B.V.	Jan 31 2020	01/31/20	PURCHASE VISTAPR*VISTAPRINT.COM	$147.41
010-511-302	115700	02/07/20	WATER SHED	400003812	01/27/20	ICE FOR PD	$13.78
010-511-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-PD ADMIN	$326.31
010-511-401	115709	02/13/20	AZ PINAL CO LAW ENFORCEMENT	PCLEA/2020	01/25/20	PCLEA DUES FOR CHIEF WALLS	$100.00
010-511-401	115859	02/27/20	INT'L ASSOC OF CHIEF OF POLICE	01582500	12/04/19	DUES FOR LT. TRYON	$190.00

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POLICE ADMINISTRATION							
010-511-444	120	02/18/20	VALENTINO'S EATERY	Jan 31 2020	01/31/20	PURCHASE VALENTINOS EATERY LP	$320.72
							$6,530.95
POLICE SUPPORT SERVICES							
010-512-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	200 E 6TH ST	$1,480.14
010-512-215	115815	02/20/20	SOUTHWEST GAS CORPORATION	JAN/2020	02/10/20	200 E. 6TH ST	$73.43
010-512-217	115749	02/13/20	PINAL CO ANIMAL CARE & CONTROL	JAN/2020	02/03/20	MONTHLY BILL FOR JANUARY 2020	$771.02
010-512-301	115679	02/07/20	OFFICE DEPOT INC	301141175001	04/29/19	REPAY REFUNDED INVOICE	$121.75
010-512-301	115679	02/07/20	OFFICE DEPOT INC	301141175001	04/29/19	REPAY REFUNDED INVOICE	$228.05
010-512-401	115636	02/07/20	APCO INTERNATIONAL, INC. AFC	638984	01/23/20	GROUP MEMBERSHIP ANNUAL DUES FOR	$339.00
010-512-403	115735	02/13/20	FRED PRYOR SEMINARS	27970229	01/23/20	REGISTRATION FOR RITA FRANCIS	$249.00
010-512-403	115735	02/13/20	FRED PRYOR SEMINARS	27970230	01/23/20	REGISTRATION FOR NICOLE CALOMINO	$249.00
							$3,511.39
POLICE VOLUNTEER SERVICES							
010-513-313	115811	02/20/20	RV STRIPES & GRAPHICS INC.	25352	01/21/20	POLICE BADGE DECALS FOR VOLUNTEERS TO USE	$187.00
							$187.00
POLICE OPERATIONS							
010-514-209	115654	02/07/20	DAY AUTO SUPPLY INC	769125	03/18/19	TERMINAL FOR PD	$2.66
010-514-209	115654	02/07/20	DAY AUTO SUPPLY INC	769332	03/20/19	CLEAR SEAL FOR PD	$19.10
010-514-209	115654	02/07/20	DAY AUTO SUPPLY INC	793760	01/28/20	PARTS FOR PD OPPS	$509.64
010-514-209	115654	02/07/20	DAY AUTO SUPPLY INC	794052	01/31/20	PARTS FOR PD OPPS	$48.03
010-514-209	115654	02/07/20	DAY AUTO SUPPLY INC	794069	01/31/20	PARTS FOR PD OPPS	$14.19
010-514-209	115669	02/07/20	JONES AUTO CENTER	65725	12/06/19	LATE CHARGE INV 65725	$20.36
010-514-209	115669	02/07/20	JONES AUTO CENTER	65725	12/06/19	PARTS & SERVICE FOR PD	$2,197.22
010-514-209	115669	02/07/20	JONES AUTO CENTER	181709	01/31/20	PARTS & SERVICE FOR PD	$388.00
010-514-209	115669	02/07/20	JONES AUTO CENTER	181673	01/29/20	PARTS & SERVICE FOR PD	$585.79
010-514-209	115722	02/13/20	DAY AUTO SUPPLY INC	794229	02/03/20	PARTS FOR PD OPPS	$54.59
010-514-209	115722	02/13/20	DAY AUTO SUPPLY INC	794261	02/03/20	PARTS FOR PD OPPS	$14.19
010-514-209	115722	02/13/20	DAY AUTO SUPPLY INC	794317	02/04/20	PARTS FOR PD OPPS	$18.42
010-514-209	115722	02/13/20	DAY AUTO SUPPLY INC	791419	12/30/19	PARTS FOR PD OPPS	$38.20
010-514-209	115784	02/20/20	DAY AUTO SUPPLY INC	795015	02/11/20	PARTS FOR PD OPPS	$8.47

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POLICE OPERATIONS							
010-514-209	115793	02/20/20	INTERSTATE BATTERY SYSTEM OF	25017121	02/13/20	BATTERIES FOR FLEET	$226.51
010-514-209	115798	02/20/20	JONES AUTO CENTER	181868	02/10/20	PARTS & SERVICE FOR PD	$144.26
010-514-209	115845	02/27/20	DAY AUTO SUPPLY INC	795625	02/18/20	PARTS FOR PD OPPS	$82.42
010-514-209	115845	02/27/20	DAY AUTO SUPPLY INC	795773	02/20/20	PARTS FOR PD OPPS	$39.52
010-514-209	115863	02/27/20	JONES AUTO CENTER	182077	02/21/20	PARTS & SERVICE FOR PD	$149.41
010-514-209	115863	02/27/20	JONES AUTO CENTER	182060	02/20/20	PARTS & SERVICE FOR PD	$19.52
010-514-209	115863	02/27/20	JONES AUTO CENTER	182071	02/20/20	PARTS & SERVICE FOR PD	$269.21
010-514-209	115868	02/27/20	MHQ OF ARIZONA	112388	02/21/20	EMERGENCE LIGHTING REPAIR FOR PD G-009FM	$287.06
010-514-302	115811	02/20/20	RV STRIPES & GRAPHICS INC.	25353	01/21/20	PATROL VEHICLE BADGE DECALS-OPS USE	$131.40
010-514-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-PD OPERATIONS	$6,935.64
010-514-309	115825	02/27/20	AMMO MUNITIONS INC.	S10106	02/10/20	24 CASES: 9MM 147 GR.	$4,952.16
010-514-312	115803	02/20/20	MAGNUM ELECTRONICS INC.	INV/2019/2530/	12/12/19	NARCAN HOLDERS (6)-SAFETY EQUIPMENT	$125.08
010-514-314	115875	02/27/20	PRECISION POLYGRAPH &	17	02/03/20	POLYGRAPH FOR T. HALL	$150.00
010-514-401	115859	02/27/20	INT'L ASSOC OF CHIEF OF POLICE	0081343	12/04/19	DUES FOR SGT. KLIX	$75.00
							$17,506.05
FIRE ADMINISTRATION							
010-515-207	115657	02/07/20	DIVERSIFIED INSPECTIONS	INDI18820	01/16/20	LADDER INSPECTION, GROUND AND APPARATUS	$2,688.00
010-515-301	115748	02/13/20	OFFICE DEPOT INC	384655250001	10/01/19	BATTERIES FOR STATIONS 1&2	$176.53
010-515-301	115748	02/13/20	OFFICE DEPOT INC	384656250001	10/01/19	OUT OF SERVICE TAGS	$36.91
010-515-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-FIRE ADMIN	$725.46
010-515-401	115852	02/27/20	FIRE CHIEFS ASSOC OF PINAL CO	2020	02/13/20	ANNUAL DUES FOR THE 3 FIRE CHIEFS	$75.00
010-515-407	115677	02/07/20	MICHAEL J. SCHERM	113-327938-	01/28/20	REIMBURSEMENT FOR CERTIFICATES	$28.62
010-515-407	115677	02/07/20	MICHAEL J. SCHERM	2992061-625356	01/28/20	REIMBURSEMENT FOR CERTIFICATE FRAMES	$76.39
010-515-407	120	02/18/20	FLORENCE CHAMBER OF COMMERCE	Jan 31 2020	01/31/20	PURCHASE SQ *GREATER FLORENC TABLE FOR	$280.00
010-515-408	115651	02/07/20	CNA SURETY DIRECT BILL	68835882/2020	01/21/20	SOUTHWEST RICK SERVICES-BOND PREMIUM 2020	$150.00
							$4,236.91
FIRE STATION #1							
010-516-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	FIRE ADMIN	$718.65
010-516-201	115719	02/13/20	COX BUSINESS	JAN/2020-3	01/24/20	72 E. 1ST ST - FD #1	$61.97
010-516-209	115654	02/07/20	DAY AUTO SUPPLY INC	739716	03/14/18	BLUE DEF	$19.54

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FIRE STATION #1							
010-516-209	115654	02/07/20	DAY AUTO SUPPLY INC	747077	06/11/18	BLUE DEF	$65.52
010-516-209	115654	02/07/20	DAY AUTO SUPPLY INC	748710	07/05/18	BLUE DEF	$39.27
010-516-209	115654	02/07/20	DAY AUTO SUPPLY INC	757351	10/23/18	BLUE DEF	$58.90
010-516-209	115845	02/27/20	DAY AUTO SUPPLY INC	793496	01/24/20	OIL	$14.11
010-516-209	115845	02/27/20	DAY AUTO SUPPLY INC	795177	02/12/20	DUALLY CAPS FOR FD G001FM	$238.46
010-516-209	115845	02/27/20	DAY AUTO SUPPLY INC	795226	02/13/20	WIPER BLADES FOR FD G001FM	$19.63
010-516-209	115881	02/27/20	SUPERSTITION FIRE & MEDICAL	5776	02/19/20	SHOP 131 VEHICLE MAINTENANCE, PUSH BUTTON	$976.38
010-516-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	72 E 1ST	$1,076.34
010-516-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	1817 N HUNT HWY 50%	$60.00
010-516-215	115713	02/13/20	BIA	JAN/2020	02/03/20	3949 N IOWA RADIO TOWER #2 SPLIT 50%	$192.77
010-516-215	115815	02/20/20	SOUTHWEST GAS CORPORATION	JAN/2020	02/10/20	72 E 1ST STREET	$77.97
010-516-302	115687	02/07/20	ROADRUNNER OXYGEN SVC	86570	01/23/20	OXYGEN CYLINDER REFILLS	$52.04
010-516-302	115869	02/27/20	MICHAEL J. SCHERM	503862	02/08/20	DONUTS FOR CERT CLASS EVENT	$24.44
010-516-302	120	02/18/20	SAMS CLUB	Jan 31 2020	01/31/20	PURCHASE SAM'S CLUB #4829 LAUNDRY SOAP FOR	$58.15
010-516-304	115696	02/07/20	UNITED FIRE EQUIPMENT CO.	721460	01/30/20	UNIFORM ALLOWANCE STATION #1	$396.33
010-516-304	115762	02/13/20	UNITED FIRE EQUIPMENT CO.	721462	01/30/20	UNIFORM ALLOWANCE STATION #1	$328.91
010-516-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-FIRE 541	$764.01
010-516-312	115678	02/07/20	MUNICIPAL EMERGENCY SVCS	IN1421629	01/29/20	REPLACEMENT BATTERIES FOR TIC'S	$353.92
							$5,597.31
FIRE STATION #2							
010-517-201	115648	02/07/20	CENTURYLINK	DEC/2019.3	01/16/20	723-7347 HUNT FIRE	$227.56
010-517-201	115719	02/13/20	COX BUSINESS	JAN/2020-3	01/24/20	2035 N HUNT HWY	$103.98
010-517-201	115719	02/13/20	COX BUSINESS	JAN/2020-3	01/24/20	2035 N HUNT HWY-FD #2	$58.86
010-517-209	115654	02/07/20	DAY AUTO SUPPLY INC	776316	06/11/19	TAPPING SCREW AND PLUG GAUGE	$16.02
010-517-212	115796	02/20/20	JOHNSON UTILITIES	FEB/2020 8081-	02/05/20	2035 N HUNT HWY FD#2-WATER	$70.80
010-517-212	115796	02/20/20	JOHNSON UTILITIES	FEB/2020 8082-	02/05/20	2035 N HUNT HWY FD#2-SEWER	$282.39
010-517-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	2035 N HUNT HWY	$705.59
010-517-215	115815	02/20/20	SOUTHWEST GAS CORPORATION	JAN/2020	02/10/20	2035 N HUNT HWY	$107.38
010-517-302	115655	02/07/20	DESERT APPLIANCE REPAIR	2897	01/27/20	WASHER REPAIR STATION #2	$75.00
010-517-302	120	02/18/20	SAMS CLUB	Jan 31 2020	01/31/20	PURCHASE SAM'S CLUB #4829 LAUNDRY SOAP FOR	$58.14
010-517-304	115758	02/13/20	SPEKTRUM APPAREL	5449	12/06/19	RECRUIT SWEATSHIRTS	$269.60

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FIRE STATION #2							
010-517-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-FIRE 542	$513.99
							$2,489.31
INFORMATION TECHNOLOGY							
010-519-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	IT / COUNCIL LAPTOPS	$411.29
010-519-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	NO-COST CENTER-IT	$891.15
010-519-207	120	02/18/20	RAMNODE.COM	Jan 31 2020	01/31/20	TOWN WEBSITE HOSTING	$83.00
010-519-207	120	02/18/20	GOOGLE	Jan 31 2020	01/31/20	GOOGLE DRIVE STORAGE FOR WEBSITE BACKUP	$2.99
010-519-207	120	02/18/20	ADOBE SYSTEMS INCORPORATED	Jan 31 2020	01/31/20	ADOBE CREATIVE CLOUD SUBSCRIPTION	$57.87
010-519-207	120	02/18/20	SENDGRID	Jan 31 2020	01/31/20	TOWN EMAIL MARKETING	$14.95
010-519-211	115712	02/13/20	BENSON SYSTEMS	85227484	12/31/19	ENVIRONMENTAL, SAFETY AND FUEL	$37.50
010-519-211	115712	02/13/20	BENSON SYSTEMS	85227484	12/31/19	FIRE/BURG COMBO - FIRE ALARM SYSTEM -	$230.00
010-519-211	115761	02/13/20	T-MOBILE USA INC.	01 003838 7322	01/28/20	WIFI HOTSPOTS AND GIS DATA CARD	$1,013.55
010-519-211	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	2 SHORETEL REPLACEMENT IP PHONES	$207.48
010-519-211	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	DISK ARRAY BACKUP REPLACEMENT FOR FAILED	$272.99
010-519-211	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	UBIQUITI NETWORKS 5 PACK HD SECURITY	$1,545.18
010-519-217	115705	02/13/20	ARIZONA OFFICE OF TECHNOLOGY	IN660791	01/21/20	MANAGED PRINT SERVICES	$1,336.46
010-519-217	115880	02/27/20	SUBEX INC	40000507	01/31/20	CYBERSECURITY BY SUBEX (OCT 2019)	$3,333.33
010-519-217	115880	02/27/20	SUBEX INC	40000507	01/31/20	CYBERSECURITY BY SUBEX (JAN 2020)	$3,333.33
010-519-217	115880	02/27/20	SUBEX INC	40000507	01/31/20	CYBERSECURITY BY SUBEX (DEC 2019)	$3,333.33
010-519-217	115880	02/27/20	SUBEX INC	40000507	01/31/20	CYBERSECURITY BY SUBEX (NOV 2019)	$3,333.33
010-519-222	115719	02/13/20	COX BUSINESS	JAN/2020-3	01/24/20	775 N MAIN ST - MAIN TRUNK LINE	$688.00
010-519-222	115719	02/13/20	COX BUSINESS	JAN/2020-3	01/24/20	775 N MAIN ST - TOWN HALL	$33.54
010-519-301	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	OFFICE CHAIR AARON FOOTE	$209.66
010-519-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-IT	$46.95
010-519-323	115725	02/13/20	DUDE SOLUTIONS INC.	INV-59713	01/01/20	SAAS ANNUAL SUBSCRIPTION	$16,495.95
010-519-323	115725	02/13/20	DUDE SOLUTIONS INC.	INV-59713	01/01/20	SG SMARTCONNECT DOC MGMT.	$531.00
010-519-323	115725	02/13/20	DUDE SOLUTIONS INC.	INV-59713	01/01/20	SG SMARTCONNECT GIS	$531.00
010-519-323	115725	02/13/20	DUDE SOLUTIONS INC.	INV-59713	01/01/20	SG SMARTCONNECT PARCEL	$531.00
010-519-323	115725	02/13/20	DUDE SOLUTIONS INC.	INV-59713	01/01/20	SMARTGOV CITIZEN PORTAL	$5,347.09
010-519-323	115878	02/27/20	SHI INTERNATIONAL CORP	B11379174	02/24/20	EXCHANGE ONLINE SHRDSVR ALNG SUBSVL MVL	$2,460.24
010-519-323	115878	02/27/20	SHI INTERNATIONAL CORP	B11379174	02/24/20	SHRDSVR ALNG SUBSVL MVL PER USER OFFICE 365	$24,135.01

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INFORMATION TECHNOLOGY							
010-519-323	120	02/18/20	MICROSOFT CORPORATION	Jan 31 2020	01/31/20	OFFICE 365 E1 GOVERNMENT SUBSCRIPTION	$742.56
							$71,189.73
FITNESS CENTER							
010-520-201	115843	02/27/20	COX BUSINESS	JAN/2020-4	01/24/20	FITNESS CENTER	$6.28
010-520-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	133 N MAIN ST	$245.88
010-520-215	115815	02/20/20	SOUTHWEST GAS CORPORATION	JAN/2020	02/10/20	133 N MAIN ST	$50.64
010-520-302	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	FITNESS CART	$160.79
							$463.59
PARKS & RECREATION ADMINISTRATION							
010-521-301	115679	02/07/20	OFFICE DEPOT INC	435949909001	01/28/20	OFFICE SUPPLIES FOR PARKS AND RECREATION	$9.69
010-521-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-PARKS ADMIN	$48.50
010-521-401	120	02/18/20	ARIZONA PARKS AND	Jan 31 2020	01/31/20	APRA ANNUAL MEMBERSHIP (AGENCY) -	$490.00
010-521-401	120	02/18/20	SESAC	Jan 31 2020	01/31/20	ANNUAL MUSIC LICENSE FEE 2020	$919.00
010-521-402	120	02/18/20	GREATER FLORENCE CHAMBER	Jan 31 2020	01/31/20	REGISTRATION FOR CHAMBER BUSINESS AND	$140.00
							$1,607.19
PARK MAINTENANCE							
010-522-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	PARKS MAINTENANCE PHONES	$220.65
010-522-207	115777	02/20/20	ARIZONA'S BEST CHOICE PEST &	674384	02/10/20	GOPHER CONTROL AT HERITAGE PARK/SENIOR	$235.00
010-522-209	115784	02/20/20	DAY AUTO SUPPLY INC	794979	02/11/20	PARTS FOR PARKS MAINT.	$103.89
010-522-209	115784	02/20/20	DAY AUTO SUPPLY INC	794986	02/11/20	PARTS FOR PARKS MAINT.	$5.57
010-522-209	115784	02/20/20	DAY AUTO SUPPLY INC	794938	02/11/20	PARTS FOR PARKS MAINT.	$29.56
010-522-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	300 W 1ST	$1,761.99
010-522-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	121 W. 22ST PARK	$116.07
010-522-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	364 N UNIVERSITY	$115.07
010-522-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	77 W RUGGLES ST	$90.93
010-522-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	289 N MAIN ST UNIT 1-2	$97.56
010-522-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	218 E 8TH ST	$99.29
010-522-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	28 E. 11TH ST	$84.75
010-522-222	115685	02/07/20	RICK HALL	31283	02/01/20	STANDARD PORTABLE TOILET SERVICED 1XWEEK-	$76.44
010-522-302	115654	02/07/20	DAY AUTO SUPPLY INC	750867	08/02/18	SUPPLIES FOR PARK MAINTENANCE STAFF	$14.72

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PARK MAINTENANCE							
010-522-302	115654	02/07/20	DAY AUTO SUPPLY INC	792635	01/14/20	SUPPLIES FOR PARK MAINTENANCE STAFF	$16.58
010-522-302	115787	02/20/20	FLORENCE TRUE VALUE HARDWARE	246338	02/04/20	PARK MAINTENANCE SUPPLIES	$22.63
010-522-302	115787	02/20/20	FLORENCE TRUE VALUE HARDWARE	246355	02/05/20	PARK MAINTENANCE SUPPLIES	$11.53
010-522-302	115787	02/20/20	FLORENCE TRUE VALUE HARDWARE	246370	02/06/20	PARK MAINTENANCE SUPPLIES	$25.38
010-522-302	115787	02/20/20	FLORENCE TRUE VALUE HARDWARE	246391	02/07/20	PARK MAINTENANCE SUPPLIES	$13.72
010-522-302	120	02/18/20	EWING	Jan 31 2020	01/31/20	IRRIGATION AND FIELD PREP SUPPLIES	$350.00
010-522-304	115642	02/07/20	C-A-L STORES COMPANIES INC.	2670/22	10/14/19	ADDITIONAL AMOUNT FOR PARK MAINTENANCE	$192.47
010-522-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-PARKS MAINT	$658.41
010-522-317	115658	02/07/20	EWING	9008630	01/30/20	IRRIGATION SUPPLIES	$757.85
010-522-317	115776	02/20/20	ARIZONA DEPARTMENT OF	A04117B	02/11/20	INMATE LABOR PROGRAM- PARK MAINTENANCE	$4.00
010-522-317	115776	02/20/20	ARIZONA DEPARTMENT OF	A04117B	02/11/20	INMATE LABOR PROGRAM- PARK MAINTENANCE	$29.00
010-522-317	115776	02/20/20	ARIZONA DEPARTMENT OF	A04117B	02/13/20	INMATE LABOR PROGRAM- PARK MAINTENANCE	$44.00
010-522-317	115831	02/27/20	B & BW ENTERPRISES INC.	8296	02/11/20	ANNUAL WEED CONTROL AT TOWN PARKS AND	$3,148.32
010-522-317	115831	02/27/20	B & BW ENTERPRISES INC.	8297	02/11/20	ANNUAL WEED CONTROL AT TOWN PARKS AND	$3,302.30
010-522-317	115849	02/27/20	EWING	9047649	02/07/20	IRRIGATION SUPPLIES	$238.66
010-522-317	120	02/18/20	EWING	Jan 31 2020	01/31/20	IRRIGATION AND FIELD PREP SUPPLIES	$656.81
010-522-403	115676	02/07/20	MICHAEL GROVES	PER DIEM/2020	02/04/20	PER DIEM FOR TURF CARE AND INSTALLATION	$15.00
010-522-403	120	02/18/20	ALCA	Jan 31 2020	01/31/20	PLANT IDENTIFICATION TRAINING FOR GROVES	$60.00
010-522-403	120	02/18/20	ALCA	Jan 31 2020	01/31/20	PLANTING & STAKING TRAINING FOR GROVES	$60.00
010-522-403	120	02/18/20	ALCA	Jan 31 2020	01/31/20	ANNUALS & PERENNIALS TRAINING FOR GROVES	$60.00
							$12,718.15
COMMUNITY CENTER FACILITY							
010-523-302	115700	02/07/20	WATER SHED	400003848	02/03/20	DRINKING WATER FOR COMMUNITY CENTER STAFF	$35.10
010-523-302	115819	02/20/20	WATER SHED	400003858	02/05/20	DRINKING WATER FOR COMMUNITY CENTER STAFF	$19.75
010-523-302	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	HDMI CORDS FOR COMM. CENTER	$34.08
010-523-401	120	02/18/20	MOOD MEDIA CORPORATE	Jan 31 2020	01/31/20	PANDORA MUSIC SUBSCRIPTION - LIBRARY &	$29.43
							$118.36
AQUATICS PROGRAMS							
010-524-207	115648	02/07/20	CENTURYLINK	DEC/2019.3	01/16/20	868-0265 PARKS & REC	$769.31
010-524-207	115838	02/27/20	CENTURYLINK	JAN/2020.2	02/16/20	868-0265 PARKS & REC	$480.60

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AQUATICS PROGRAMS							
010-524-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	174 W 1ST UNIT 2	$4,172.43
010-524-215	115815	02/20/20	SOUTHWEST GAS CORPORATION	JAN/2020	02/10/20	174 W 1ST ST #2	$90.98
010-524-401	120	02/18/20	MOOD MEDIA CORPORATE	Jan 31 2020	01/31/20	PANDORA MUSIC SUBSCRIPTION - AQUATIC	$29.43
							$5,542.75
RECREATION PROGRAMS							
010-525-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	RECREATION PROGRAMS PHONES	$64.75
010-525-217	115670	02/07/20	KIM A. HUNTER	JAN/2020	01/20/20	TEEN LEADERSHIP AND PROGRAMMING	$2,000.00
010-525-224	115801	02/20/20	LISA TERENZIO	JAN/2020	02/05/20	PAYMENT FOR YOGA INSTRUCTION-JAN/2020	$118.40
010-525-302	115856	02/27/20	GREATER FLORENCE CHAMBER	3020	02/03/20	SUPPORT OF INMATE ART PROGRAM (ARTS AND	$2,000.00
010-525-302	115861	02/27/20	JESSE R. MCGUIRE	200221	01/06/20	BALANCE OF TEEN LEADERSHIP SYMPOSIUM-2ND	$375.00
010-525-302	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	SPRING SPORT SUPPLIES	$65.80
010-525-302	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	SPRING SPORT SUPPLIES	$243.59
010-525-302	120	02/18/20	CIRCLE K #2938	Jan 31 2020	01/31/20	CREDIT FOR PURCHASE OF PIZZA OF MOTHER SON	($65.41)
010-525-302	120	02/18/20	CIRCLE K #2938	Jan 31 2020	01/31/20	PROPANE FOR GRILL - MAKE A DIFFERENCE DAY	$24.01
010-525-302	120	02/18/20	CIRCLE K #2938	Jan 31 2020	01/31/20	PURCHASE OF PIZZA OF MOTHER SON DANCE	$65.41
010-525-302	120	02/18/20	CIRCLE K #2938	Jan 31 2020	01/31/20	RE-PURCHASE OF PIZZA OF MOTHER SON DANCE	$32.71
010-525-302	120	02/18/20	DICK BLICK ART MATERIALS	Jan 31 2020	01/31/20	CANVAS'S FOR QUICK DRAW	$56.55
010-525-302	120	02/18/20	TEMPORARY VENDOR	Jan 31 2020	01/31/20	MCDONALDS FOR FTC TRIP	$91.72
010-525-302	120	02/18/20	WALMART COMMUNITY # 0005 7118	Jan 31 2020	01/31/20	PS4 CONSOLES FOR TEEN COUNCIL AND E SPORTS	$435.95
010-525-302	120	02/18/20	WALMART COMMUNITY # 0005 7118	Jan 31 2020	01/31/20	SUPPLIES FOR HANGING AFTER SCHOOL	$8.82
010-525-302	120	02/18/20	WALMART COMMUNITY # 0005 7118	Jan 31 2020	01/31/20	SUPPLIES FOR MOTHER SON DANCE	$137.47
010-525-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-PARKS REC	$76.90
010-525-401	120	02/18/20	ARIZONA PARKS AND	Jan 31 2020	01/31/20	APRA ANNUAL MEMBERSHIP (INDIVIDUAL)	$65.00
010-525-401	120	02/18/20	ARIZONA PARKS AND	Jan 31 2020	01/31/20	MEMBERSHIP RENEWAL FOR ARIZONA PARKS REC	$65.00
010-525-407	120	02/18/20	PEACHJAR	Jan 31 2020	01/31/20	RECREATION PROGRAM FLYERS FOR FUSD	$400.00
							$6,261.67
SPECIAL EVENTS							
010-526-217	115635	02/07/20	ALAN GARCIA	1	01/21/20	PERFORMANCE FOR 3RD FRIDAY EVENTS	$300.00
010-526-217	115666	02/07/20	JASON REYNOLDS	HOME TOUR	01/28/20	HOME TOUR BOOKLET DESIGN	$1,000.00
010-526-217	115791	02/20/20	HERB HAMEL	FEB/2020	01/08/20	3RD FRIDAY CONCERT PERFORMANCE - THE	$150.00

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SPECIAL EVENTS							
010-526-217	115812	02/20/20	SANTA CRUZ VALLEY HIGH	2020-01	02/11/20	MARIACHI PERFORMANCE FOR HISTORIC HOME	$200.00
010-526-217	115853	02/27/20	FLORENCE MUSIC FESTIVAL LLC	2019-114	02/06/20	FLORENCE MUSIC FESTIVAL - RFP - 50% PMT	$12,250.00
010-526-217	115856	02/27/20	GREATER FLORENCE CHAMBER	3020	02/03/20	FLORENCE ART FESTIVAL - RFP	$8,000.00
010-526-302	115787	02/20/20	FLORENCE TRUE VALUE HARDWARE	246398	02/08/20	SPECIAL EVENT SUPPLIES	$8.46
010-526-302	120	02/18/20	SPEKTRUM APPAREL	Jan 31 2020	01/31/20	COROPLAST HOME TOUR SIGNS	$165.30
010-526-302	120	02/18/20	WALMART COMMUNITY # 0005 7118	Jan 31 2020	01/31/20	HOTDOG BUNS FOR MADD	$4.48
010-526-302	120	02/18/20	WALMART COMMUNITY # 0005 7118	Jan 31 2020	01/31/20	FY 20 SPECIAL EVENT SUPPLIES	$123.14
010-526-302	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	SUPPLIES FOR SPRING EVENTS 2020	$194.88
010-526-302	120	02/18/20	WALMART COMMUNITY # 0005 7118	Jan 31 2020	01/31/20	FY 20 SPECIAL EVENT SUPPLIES	$39.28
010-526-302	120	02/18/20	DOLLAR GENERAL	Jan 31 2020	01/31/20	SUPPLIES FOR MAKE A DIFFERENCE DAY	$76.30
010-526-302	120	02/18/20	DOLLAR GENERAL	Jan 31 2020	01/31/20	SUPPLIES FOR MAKE A DIFFERENCE DAY	$9.83
010-526-302	120	02/18/20	SAFEWAY INC.	Jan 31 2020	01/31/20	VOLUNTEER REFRESHMENTS - POWWOW/FMADD	$91.65
010-526-302	120	02/18/20	DOLLAR GENERAL	Jan 31 2020	01/31/20	SUPPLIES FOR MAKE A DIFFERENCE DAY	$28.36
010-526-401	120	02/18/20	ARIZONA PARKS AND	Jan 31 2020	01/31/20	APRA ANNUAL MEMBERSHIP	$65.00
010-526-407	120	02/18/20	ARIZONA DAILY STAR	Jan 31 2020	01/31/20	2020 HOME TOUR AD	$615.00
010-526-407	120	02/18/20	TERRITORIAL NEWS	Jan 31 2020	01/31/20	2020 HOME TOUR AD FOR TERRITORIAL NEWS	$50.00
							$23,371.68
SENIOR CENTER							
010-528-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	SENIOR CENTER	$18.61
010-528-201	115719	02/13/20	COX BUSINESS	JAN/2020-3	01/24/20	778 N MAIN ST - LIBRARY	$129.24
010-528-201	115843	02/27/20	COX BUSINESS	JAN/2020-4	01/24/20	SENIOR CENTER	$79.91
010-528-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	330 N. PINAL ST	$1,002.60
010-528-215	115815	02/20/20	SOUTHWEST GAS CORPORATION	JAN/2020	02/10/20	330 N PINAL ST	$47.52
010-528-217	115700	02/07/20	WATER SHED	400003845	02/04/20	WATER AND ICE DELIVERY	$18.10
010-528-217	115807	02/20/20	PINAL NUTRITION PROGRAM	JAN 2020	02/03/20	JANUARY'S MEALS FOR SENIOR CENTER	$1,342.62
010-528-217	120	02/18/20	PINAL NUTRITION PROGRAM	Jan 31 2020	01/31/20	25 SENIOR TICKETS AT 22.00 EACH FOR MARCH	$550.00
010-528-302	120	02/18/20	WALMART COMMUNITY # 0005 7118	Jan 31 2020	01/31/20	MONTHLY MEAL SUPPLIES	$341.28
010-528-302	120	02/18/20	SMART & FINAL STORES CORP	Jan 31 2020	01/31/20	MONTHLY MEAL AND OPERATING SUPPLIES	$496.18
010-528-302	120	02/18/20	WALMART COMMUNITY # 0005 7118	Jan 31 2020	01/31/20	MONTHLY MEAL SUPPLIES	$91.95
010-528-302	120	02/18/20	WALMART COMMUNITY # 0005 7118	Jan 31 2020	01/31/20	MONTHLY MEAL SUPPLIES	$196.65
010-528-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-SENIOR CENTER	$689.87

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SENIOR CENTER							
010-528-401	120	02/18/20	MOOD MEDIA CORPORATE	Jan 31 2020	01/31/20	PANDORA MUSIC SUBSCRIPTION - SENIOR CENTER	$29.43
010-528-444	120	02/18/20	FLORENCE CAFE	Jan 31 2020	01/31/20	PURCHASE FLORENCE CAFE	$125.00
							$5,158.96
LIBRARY							
010-529-301	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	CALENDAR, FOLDERS, PENS	$46.33
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	H42937590	01/09/20	DVDS	$34.47
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	H43559890	01/08/20	DVDS	$23.96
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	H43550810	01/27/20	DVDS	$50.95
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	H43514510	01/24/20	DVDS	$7.49
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	H43437460	01/22/20	DVDS	$5.24
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	2035040588	01/09/20	FICTION BOOKS	$465.04
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	H43310720	01/20/20	DVDS	$11.23
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	H43275510	01/18/20	DVDS	$59.19
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	H43270900	01/18/20	DVDS	$48.79
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	2035067787	01/23/20	CHILDREN'S/JUV/YA BOOKS	$10.44
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	2035067786	01/23/20	FICTION BOOKS	$270.00
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	2035054145	01/16/20	CHILDREN'S/JUV/YA BOOKS	$96.54
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	2035054144	01/16/20	FICTION BOOKS	$342.48
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	2035040589	01/09/20	CHILDREN'S/JUV/YA BOOKS	$18.67
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	2034067788	01/23/20	CHILDREN'S/JUV/YA BOOKS	$109.39
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	2034041419	01/10/20	CHILDREN'S/JUV/YA BOOKS	$454.07
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	H4282580	01/09/20	DVDS	$57.51
010-529-308	115639	02/07/20	BAKER & TAYLOR BOOKS	2035054143	01/16/20	FICTION BOOKS	$14.84
010-529-308	115780	02/20/20	BAKER & TAYLOR BOOKS	2035090147	02/04/20	FICTION BOOKS	$16.49
010-529-308	115780	02/20/20	BAKER & TAYLOR BOOKS	H43923701	02/11/20	DVDS	$50.94
010-529-308	115780	02/20/20	BAKER & TAYLOR BOOKS	H43923700	02/11/20	DVDS	$12.74
010-529-308	115780	02/20/20	BAKER & TAYLOR BOOKS	H43726130	01/31/20	DVDS	$14.96
010-529-308	115780	02/20/20	BAKER & TAYLOR BOOKS	2035090148	02/04/20	CHILDREN'S/JUV/YA BOOKS	$90.47
010-529-308	115780	02/20/20	BAKER & TAYLOR BOOKS	H43694810	02/03/20	DVDS	$14.98
010-529-308	115786	02/20/20	FINDAWAY WORLD LLC	314111	02/14/20	GROW YOUR SMARTS LAUNCHPAD	$119.99
010-529-308	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	DVDS	$40.05

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LIBRARY							
010-529-308	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	DVDS	$346.18
010-529-308	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	DVDS	$247.80
010-529-308	120	02/18/20	BEST BUY	Jan 31 2020	01/31/20	DVD	$28.27
010-529-308	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	DVD	$25.09
010-529-308	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	BOOK	$24.00
010-529-308	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	DVDS	$82.13
010-529-308	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	DVDS	$77.68
010-529-402	120	02/18/20	COMFORT SUITES	Jan 31 2020	01/31/20	LODGING 1 NIGHT STAY FOR GLORIA MORENO TO	$116.48
							$3,434.88
ENGINEERING							
010-530-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	ENGINEERING PHONES	$73.97
010-530-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-ENGINEERING	$72.55
010-530-403	120	02/18/20	ARIZONA ASSOC. OF COUNTY	Jan 31 2020	01/31/20	AACE PAVEMENT PRES WORKSHOP 3/26/20	$17.40
010-530-403	120	02/18/20	ARIZONA STATE UNIVERSITY	Jan 31 2020	01/31/20	ASU - PAVEMENT PRESERVATION WORKSHOP	$19.00
							$182.92
FACILITIES MAINTENANCE							
010-531-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	FACILITIES	$300.96
010-531-201	115719	02/13/20	COX BUSINESS	JAN/2020-3	01/24/20	425 E RUGGLES ST - PW	$6.28
010-531-201	115843	02/27/20	COX BUSINESS	JAN/2020-4	01/24/20	PUBLIC WORKS	$3.14
010-531-207	115744	02/13/20	METRO FIRE EQUIPMENT INC.	IN00237092	01/24/20	ANNUAL FIRE SUPPRESSION SYSTEM	$42.50
010-531-207	115744	02/13/20	METRO FIRE EQUIPMENT INC.	IN00237097	01/24/20	ANNUAL FIRE SUPPRESSION SYSTEM	$57.50
010-531-207	115744	02/13/20	METRO FIRE EQUIPMENT INC.	IN00237096	01/24/20	ANNUAL FIRE SUPPRESSION SYSTEM	$42.50
010-531-207	115744	02/13/20	METRO FIRE EQUIPMENT INC.	IN00237094	01/24/20	ANNUAL FIRE SUPPRESSION SYSTEM	$45.00
010-531-207	115744	02/13/20	METRO FIRE EQUIPMENT INC.	IN00237093	01/24/20	ANNUAL FIRE SUPPRESSION SYSTEM	$40.00
010-531-207	115744	02/13/20	METRO FIRE EQUIPMENT INC.	IN00237090	01/24/20	ANNUAL FIRE SUPPRESSION SYSTEM	$42.50
010-531-207	115744	02/13/20	METRO FIRE EQUIPMENT INC.	IN00237085	01/24/20	ANNUAL FIRE SUPPRESSION SYSTEM	$45.00
010-531-207	115744	02/13/20	METRO FIRE EQUIPMENT INC.	IN00237084	01/24/20	ANNUAL FIRE SUPPRESSION SYSTEM	$42.50
010-531-207	115744	02/13/20	METRO FIRE EQUIPMENT INC.	IN00237082	01/24/20	ANNUAL FIRE SUPPRESSION SYSTEM	$45.00
010-531-207	115744	02/13/20	METRO FIRE EQUIPMENT INC.	IN00237076	01/24/20	ANNUAL FIRE SUPPRESSION SYSTEM	$260.00
010-531-207	115744	02/13/20	METRO FIRE EQUIPMENT INC.	IN00237079	01/24/20	ANNUAL FIRE SUPPRESSION SYSTEM	$42.50

Account Number	Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Description	Amount
FACILITIES MAINTENANCE							
010-531-207	115867	02/27/20	METRO FIRE EQUIPMENT INC.	IN00237078	01/24/20	ANNUAL FIRE SUPPRESSION SYSTEM	$472.00
010-531-207	115867	02/27/20	METRO FIRE EQUIPMENT INC.	IN00238565	02/05/20	ANNUAL FIRE SUPPRESSION SYSTEM	$72.50
010-531-207	115867	02/27/20	METRO FIRE EQUIPMENT INC.	IN00234565	01/06/20	ANNUAL FIRE SUPPRESSION SYSTEM	$50.00
010-531-207	115867	02/27/20	METRO FIRE EQUIPMENT INC.	IN238774	02/05/20	ANNUAL FIRE SUPPRESSION SYSTEM	$75.00
010-531-209	115784	02/20/20	DAY AUTO SUPPLY INC	793943	01/30/20	OIL & FILTER FOR FM-3	$29.17
010-531-209	115784	02/20/20	DAY AUTO SUPPLY INC	794099	01/31/20	CRUISE CONTROL RELEASE FOR FM-4	$20.34
010-531-209	115784	02/20/20	DAY AUTO SUPPLY INC	794344	02/04/20	ATC-3 FUSE FOR FM-3	$3.27
010-531-232	115689	02/07/20	SERRANO A/C AND HEATING LLC	IT 1.16.20	01/16/20	CALL-OUT HVAC SERVICES FOR TOF FACILITIES	$340.20
010-531-232	115689	02/07/20	SERRANO A/C AND HEATING LLC	PW 1.16.20	01/16/20	CALL-OUT HVAC SERVICES FOR TOF FACILITIES	$451.80
010-531-232	115783	02/20/20	CLEMANS PLUMBING	9173	10/22/19	CALL-OUT AND REPAIR PLUMBING SERVICES FOR	$135.00
010-531-302	115631	02/07/20	AAF INTERNATIONAL	91471248	01/10/20	AIR FILTERS FOR FACILITIES MAINTENANCE	$40.03
010-531-302	115631	02/07/20	AAF INTERNATIONAL	91471248	01/10/20	OPERATING SUPPLIES (I.E. HVAC FILTERS)	$765.46
010-531-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246017	01/14/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$41.81
010-531-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246295	01/31/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$3.16
010-531-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246291	01/31/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$3.06
010-531-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246276	01/30/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$20.09
010-531-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246246	01/29/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$2.42
010-531-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246016	01/14/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$66.37
010-531-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246271	01/30/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$70.85
010-531-302	115667	02/07/20	JOHNSTONE SUPPLY OF ARIZONA	450-	01/17/20	OPERATING SUPPLIES FOR FACILITIES	$464.21
010-531-302	115782	02/20/20	CENTRAL ARIZONA SUPPLY INC	4321448-00	01/15/20	OPERATING SUPPLIES FOR FACILITIES	$134.30
010-531-302	115792	02/20/20	HOME DEPOT CREDIT SERVICES	2024330	01/16/20	CREDIT	($8.64)
010-531-302	115792	02/20/20	HOME DEPOT CREDIT SERVICES	2024330	01/16/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$519.46
010-531-302	115797	02/20/20	JOHNSTONE SUPPLY OF ARIZONA	450-	01/13/20	OPERATING SUPPLIES FOR FACILITIES	$102.89
010-531-302	115855	02/27/20	FLORENCE TRUE VALUE HARDWARE	246221	01/28/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$15.88
010-531-302	115855	02/27/20	FLORENCE TRUE VALUE HARDWARE	246158	01/22/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$10.46
010-531-302	115855	02/27/20	FLORENCE TRUE VALUE HARDWARE	246176	01/23/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$3.58
010-531-302	115855	02/27/20	FLORENCE TRUE VALUE HARDWARE	246267	01/30/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$47.60
010-531-302	115855	02/27/20	FLORENCE TRUE VALUE HARDWARE	246356	02/05/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$9.46
010-531-302	115855	02/27/20	FLORENCE TRUE VALUE HARDWARE	246372	02/06/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$62.96
010-531-302	115855	02/27/20	FLORENCE TRUE VALUE HARDWARE	246393	02/07/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$25.38

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FACILITIES MAINTENANCE							
010-531-302	115855	02/27/20	FLORENCE TRUE VALUE HARDWARE	246423	02/10/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$20.09
010-531-302	115855	02/27/20	FLORENCE TRUE VALUE HARDWARE	246432	02/11/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$5.81
010-531-302	115855	02/27/20	FLORENCE TRUE VALUE HARDWARE	246161	01/22/20	OPERATING SUPPLIES FOR FACILITIES MAINT.	$7.39
010-531-302	120	02/18/20	AMAZON.COM	Jan 31 2020	01/31/20	AMAZON: FAC. MAINT. - LIGHT BULBS	$376.99
010-531-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-FAC MAINT	$707.72
010-531-311	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246236	01/16/20	SMALL TOOLS FOR FACILITIES MAINT.	$16.87
010-531-312	115823	02/27/20	AGS SAFETY & SUPPLY	7509300	02/03/20	SAFETY SUPPLIES FOR FACILITIES MAINTENANCE	$23.67
010-531-315	115820	02/20/20	WAXIE SANITARY SUPPLY	78895206	02/13/20	CUSTODIAL SUPPLIES FOR TOF FACILITIES	$37.29
010-531-315	115820	02/20/20	WAXIE SANITARY SUPPLY	78872669	02/04/20	CUSTODIAL SUPPLIES FOR TOF FACILITIES	$1,601.80
010-531-315	115820	02/20/20	WAXIE SANITARY SUPPLY	78881837	02/07/20	CUSTODIAL SUPPLIES FOR TOF FACILITIES	$187.21
							$8,050.29
GENERAL GOVERNMENT							
010-532-201	115648	02/07/20	CENTURYLINK	DEC/2019.3	01/16/20	868-0236 FIRE ALARM	$55.72
010-532-201	115648	02/07/20	CENTURYLINK	DEC/2019.3	01/16/20	868-7500 MAIN LINE	$90.91
010-532-201	115715	02/13/20	CENTURYLINK	JAN/2020.1	02/01/20	868-0118 TRUNK LINE	$541.91
010-532-201	115715	02/13/20	CENTURYLINK	JAN/2020.1	02/01/20	868-0238 AW/SR 9-1-1 LOCATOR	$79.28
010-532-201	115838	02/27/20	CENTURYLINK	JAN/2020.2	02/16/20	868-0236 FIRE ALARM	$55.72
010-532-201	115838	02/27/20	CENTURYLINK	JAN/2020.2	02/16/20	868-0593 INTERNET LINE	$114.89
010-532-201	115838	02/27/20	CENTURYLINK	JAN/2020.2	02/16/20	868-7500 MAIN LINE	$90.91
010-532-202	115681	02/07/20	PITNEY BOWES INC	1014916724	01/30/20	POSTAGE MACHINE SUPPLIES	$318.89
010-532-202	115681	02/07/20	PITNEY BOWES INC	1014916725	01/30/20	POSTAGE MACHINE SUPPLIES	$79.31
010-532-206	115779	02/20/20	AZ MUNICIPAL RISK RETENTION-	970	01/24/20	AMRRP CLAIM NO: 000000100907	$5,000.00
010-532-214	115648	02/07/20	CENTURYLINK	DEC/2019.3	01/16/20	868-0705 SILVERKING ALARM	$174.25
010-532-214	115648	02/07/20	CENTURYLINK	DEC/2019.3	01/16/20	868-8933 291 S. BAILEY	$144.40
010-532-214	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	440 N MAIN ST STE 202	$77.50
010-532-214	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	440N MAIN ST STE 102	$139.02
010-532-214	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	440 N MAIN ST STE 101	$104.53
010-532-214	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	440 N MAIN ST SILVER KING	$104.68
010-532-214	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	440 N MAIN ST STE 201	$78.30
010-532-214	115838	02/27/20	CENTURYLINK	JAN/2020.2	02/16/20	868-0705 SILVER KING	$174.25
010-532-214	115838	02/27/20	CENTURYLINK	JAN/2020.2	02/16/20	868-9933 291 S. BAILEY	$144.40

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GENERAL GOVERNMENT							
010-532-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	24 W RUGGLES ST	$497.16
010-532-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	24.W RUGGLES ST-MCFARLAND	$58.52
010-532-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	291 N BAILEY ST	$120.40
010-532-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	600 N MAIN ST - I.T.	$252.35
010-532-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	775 N MAIN ST TOWN HALL	$2,016.18
010-532-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	778 N MAIN ST	$2,979.03
010-532-217	115693	02/07/20	TERRACON CONSULTANTS INC	TC95205	12/02/19	BROWNFIELD GRANT - PROFESSIONAL SERVICES	$4,054.00
010-532-314	115700	02/07/20	WATER SHED	400003784	01/22/20	BPO WEEKLY WATER/ICE TOWN HALL	$21.43
010-532-314	115766	02/13/20	WATER SHED	400003867	02/06/20	BPO WEEKLY WATER/ICE TOWN HALL	$23.97
010-532-314	115819	02/20/20	WATER SHED	400003918	02/18/20	BPO WEEKLY WATER/ICE TOWN HALL	$31.95
010-532-314	115889	02/27/20	WATER SHED	400003955	02/24/20	BPO WEEKLY WATER/ICE TOWN HALL	$19.84
010-532-409	120	02/18/20	ROSE LAW GROUP, PC	Jan 31 2020	01/31/20	LEGAL RETAINER/DEPOSIT	$2,000.00
010-532-410	115646	02/07/20	CATHERINE WILSON	012402020	01/24/20	MOVING EXPENSE REIMBURSEMENT	$2,000.00
010-532-410	115832	02/27/20	BEN BITTER	REIMB2020	02/13/20	TRAVEL REIMBURSEMENT	$121.84
010-532-410	115835	02/27/20	BRENT BILLINGSLEY	REIMB2020	02/13/20	TRAVEL REIMBURSEMENT	$136.84
010-532-410	115862	02/27/20	JOHN ANDERSON	REIMB/2020	02/13/20	TRAVEL REIMBURSEMENT	$53.00
010-532-410	115866	02/27/20	MARICELLA BENITEZ	2020/REIMB	02/13/20	TRAVEL REIMBURSEMENT	$136.84
010-532-410	120	02/18/20	DOLLAR GENERAL	Jan 31 2020	01/31/20	POWWOW SUPPLIES	$13.01
010-532-410	120	02/18/20	2ND TEMP	Jan 31 2020	01/31/20	FLOWER FOR TERRY TRYON/HOSPITAL	$66.47
010-532-410	120	02/18/20	2ND TEMP	Jan 31 2020	01/31/20	CREDIT VOUCHER FLOWERS NOT DELIVERED TO	($66.47)
010-532-410	120	02/18/20	IIMC	Jan 31 2020	01/31/20	IIMC CONFERENCE REGISTRATION FOR LISA GARCIA	$600.00
							$22,705.23
FLEET MAINTENANCE							
010-536-209	115654	02/07/20	DAY AUTO SUPPLY INC	793603	01/27/20	TAIL LIGHT CIRCUIT BOARD FOR ST-4	$8.62
010-536-209	115669	02/07/20	JONES AUTO CENTER	181704	01/30/20	SEAT CUSHION FOR ST-4	$74.52
010-536-209	115784	02/20/20	DAY AUTO SUPPLY INC	794346	02/04/20	OIL & FILTER FOR ST-29	$13.79
010-536-209	115784	02/20/20	DAY AUTO SUPPLY INC	794443	02/05/20	SPRAY ADHESIVE FOR ST-4	$6.67
010-536-209	115811	02/20/20	RV STRIPES & GRAPHICS INC.	25420	02/06/20	DECALS FOR TOWN VEHICLES	$161.05
010-536-209	115813	02/20/20	SHAWS INTERIORS	3646	02/05/20	SEAT COVER REPAIR FOR ST-4	$38.32
010-536-209	115845	02/27/20	DAY AUTO SUPPLY INC	795219	02/13/20	2 HEADLIGHT ASSEMBLY FOR FT-4	$177.13
010-536-302	115654	02/07/20	DAY AUTO SUPPLY INC	793761	01/28/20	SHOP SUPPLIES	$6.66

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FLEET MAINTENANCE							
010-536-302	115654	02/07/20	DAY AUTO SUPPLY INC	794100	01/31/20	SHOP SUPPLIES	$24.57
010-536-302	115845	02/27/20	DAY AUTO SUPPLY INC	795100	02/12/20	SHOP SUPPLIES	$14.35
010-536-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-FLEET	$140.73
							$666.41
ECONOMIC DEVELOPMENT							
010-551-201	115648	02/07/20	CENTURYLINK	DEC/2019.3	01/16/20	868-8030 MCFARLAND PARK ALARM	$55.72
010-551-201	115838	02/27/20	CENTURYLINK	JAN/2020.2	02/16/20	868-8030 MCFARLAND PARK ALARM	$55.72
							$111.44
CAPITAL IMPROVEMENT FUND - COMMUNITY DEVELOPMENT							
011-510-217	115682	02/07/20	PLANE-ET COMMUNITIES LLC	FL-2019-400	12/13/19	TOF REDEVELOPMENT PLAN PROFESSIONAL FOR	$1,700.00
011-510-217	115874	02/27/20	PLANE-ET COMMUNITIES LLC	FL-2019-500	02/03/20	TOF REDEPLOYMENT PLAN PROFESSIONAL	$20,709.00
							$22,409.00
CAPITAL IMPROVEMENT FUND - POLICE ADMINISTRATION							
011-511-335	115841	02/27/20	CODE 3 TECHNOLOGY	19-053	02/03/20	CAPITAL PROJECT: 8 MOBILE DATA COMPUTERS,	$38,635.91
011-511-505	115868	02/27/20	MHQ OF ARIZONA	112314	12/30/19	UPFIT FOR 3 NEW PD TAHOE'S	$36,488.72
011-511-505	115868	02/27/20	MHQ OF ARIZONA	112382	02/19/20	UPFIT FOR 3 NEW PD TAHOE'S	$14,278.44
							$89,403.07
CAPITAL IMPROVEMENT FUND - GENERAL GOVERNMENT							
011-532-507	115827	02/27/20	ARIZONA CORRECTIONAL INDUSTRIES	472375	12/09/19	INMATE LABOR AND MATERIAL FOR	$5,170.00
							$5,170.00
HURF - PUBLIC WORKS/STREETS							
012-518-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	PW / STREETS	$774.68
012-518-207	115873	02/27/20	PINAL COUNTY PUBLIC WORKS	2020-095	01/23/20	CDL TESTING FOR PW STREETS EMPLOYEES	$200.00
012-518-208	115731	02/13/20	FERRELLGAS	1109902196	01/15/20	PROPANE FOR PW YARD	$241.09
012-518-209	115637	02/07/20	TRUCKPRO HOLDING CORPORATION	092-0044867	01/30/20	TURN DRUMS & ARC BRAKE SHOES FOR ST-23	$108.51
012-518-209	115654	02/07/20	DAY AUTO SUPPLY INC	764662	01/25/19	STARTING FLUID FOR STREETS	$2.17
012-518-209	115654	02/07/20	DAY AUTO SUPPLY INC	793992	01/30/20	PARTS FOR PW	$103.89
012-518-209	115654	02/07/20	DAY AUTO SUPPLY INC	793945	01/30/20	PARTS FOR PW	$10.36
012-518-209	115654	02/07/20	DAY AUTO SUPPLY INC	793694	01/28/20	PARTS FOR PW	$24.56
012-518-209	115722	02/13/20	DAY AUTO SUPPLY INC	794660	02/07/20	PARTS FOR PW	$7.50

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HURF - PUBLIC WORKS/STREETS							
012-518-209	115722	02/13/20	DAY AUTO SUPPLY INC	794719	02/07/20	PARTS FOR PW	$10.32
012-518-209	115722	02/13/20	DAY AUTO SUPPLY INC	794653	02/07/20	PARTS FOR PW	$5.68
012-518-209	115722	02/13/20	DAY AUTO SUPPLY INC	794646	02/07/20	PARTS FOR PW	$35.75
012-518-209	115722	02/13/20	DAY AUTO SUPPLY INC	794585	02/06/20	PARTS FOR PW	$4.11
012-518-209	115722	02/13/20	DAY AUTO SUPPLY INC	794536	02/06/20	PARTS FOR PW	$19.65
012-518-209	115722	02/13/20	DAY AUTO SUPPLY INC	752129	08/17/18	CREDIT	($109.95)
012-518-209	115742	02/13/20	JONES AUTO CENTER	68884	02/04/20	PARTS & SERVICE FOR PW	$476.06
012-518-209	115747	02/13/20	NORTHERN TOOL & EQUIPMENT /	44197208	01/25/20	TOOL BOXES FOR STREETS TRUCK	$284.06
012-518-209	115747	02/13/20	NORTHERN TOOL & EQUIPMENT /	44222645	01/30/20	TOOL BOXES FOR STREETS TRUCK	$302.00
012-518-209	115784	02/20/20	DAY AUTO SUPPLY INC	794836	02/10/20	PARTS FOR PW	$3.69
012-518-209	115845	02/27/20	DAY AUTO SUPPLY INC	795634	02/18/20	PARTS FOR PW	$64.71
012-518-209	115845	02/27/20	DAY AUTO SUPPLY INC	795675	02/19/20	PARTS FOR PW	$11.95
012-518-209	115845	02/27/20	DAY AUTO SUPPLY INC	795771	02/20/20	PARTS FOR PW	$6.46
012-518-209	115845	02/27/20	DAY AUTO SUPPLY INC	795669	02/19/20	PARTS FOR PW	$23.33
012-518-209	115845	02/27/20	DAY AUTO SUPPLY INC	795346	02/14/20	PARTS FOR PW	$10.14
012-518-209	115845	02/27/20	DAY AUTO SUPPLY INC	795342	02/14/20	PARTS FOR PW	$10.36
012-518-209	115845	02/27/20	DAY AUTO SUPPLY INC	795331	02/14/20	PARTS FOR PW	$74.25
012-518-209	115845	02/27/20	DAY AUTO SUPPLY INC	795237	02/13/20	PARTS FOR PW	$16.06
012-518-209	115845	02/27/20	DAY AUTO SUPPLY INC	795323	02/14/20	PARTS FOR PW	$49.10
012-518-209	115863	02/27/20	JONES AUTO CENTER	182072	02/20/20	PARTS & SERVICE FOR PW	$657.35
012-518-209	115865	02/27/20	MANATEE TIRE & AUTO INC. DBA	196208	02/14/20	TIRES & SERVICE FOR PW	$643.94
012-518-209	115871	02/27/20	NORTHERN TOOL & EQUIPMENT /	44319396	02/18/20	HOSE REEL FOR ST-81	$383.32
012-518-209	120	02/18/20	ACCESS TRUCK PARTS LLC	Jan 31 2020	01/31/20	ACCESS TRUCK PARTS - AIR TOGGLE SWITCH FOR	$28.07
012-518-209	120	02/18/20	ACCESS TRUCK PARTS LLC	Jan 31 2020	01/31/20	ACCESS TRUCK PARTS - AIR TOGGLE SWITCH FOR	$28.07
012-518-211	115788	02/20/20	FORKLIFT EXCHANGE / FLASKA JCB	P00726	02/10/20	PARTS FOR JCB	$132.48
012-518-211	115845	02/27/20	DAY AUTO SUPPLY INC	795011	02/11/20	COOLANT FOR ST-28	$20.19
012-518-211	115845	02/27/20	DAY AUTO SUPPLY INC	795013	02/11/20	GASKET MATERIAL FOR ST-28	$8.86
012-518-214	115764	02/13/20	USABLUEBOOK - ACCT 703717	126523	01/27/20	TRAFFIC CONTROL OPERATIONS (INVERTED PAINT)	$360.34
012-518-214	115768	02/13/20	WHITE CAP CONST. SUPPLY	50012169377	01/23/20	BARRICADES FOR STREETS DEPT.	$264.12
012-518-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	PINAL PKWY	$97.11
012-518-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	SW CORN MAIN & BUTTE TRLG SIG	$57.03

Account Number	Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Description	Amount
HURF - PUBLIC WORKS/STREETS							
012-518-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	460 N WARNER ST	$12.30
012-518-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	4552 N HUNT HWY	$154.04
012-518-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	3180 N HUNT HWY	$158.93
012-518-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	JAN/20-60000	02/05/20	1206 MAIN ST LIGHT	$2,778.70
012-518-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	2028 N HUNT HWY FIRE ST 2 TRAF LT	$112.05
012-518-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	201 N. GRANITE ST	$38.84
012-518-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	444 N WARNER ST	$673.47
012-518-215	115713	02/13/20	BIA	JAN/2020	02/03/20	FLO GRDN 4DD LTS	$61.60
012-518-215	115713	02/13/20	BIA	JAN/2020	02/03/20	HWY 79 FLORENCE GARDEN D-D LIGHTS (8)	$110.00
012-518-215	115713	02/13/20	BIA	JAN/2020	02/03/20	723 N PINAL PKWY-TRAFFIC LIGHT	$61.33
012-518-215	115713	02/13/20	BIA	JAN/2020	02/03/20	17 DD LTS @ FLO N FLO	$233.75
012-518-215	115713	02/13/20	BIA	JAN/2020	02/03/20	HWY 87 & CAMPBELL	$46.20
012-518-215	115726	02/13/20	ELECTRICAL DISTRICT NO. 2	JAN/20 66606	02/03/20	DIVERSION DAM RD SIGNAL LIGHT	$272.08
012-518-215	115785	02/20/20	ELECTRICAL DISTRICT NO. 2	JAN/2020 66289	02/10/20	7158 W HUNT HWY SIGNAL LIGHT	$42.23
012-518-215	115826	02/27/20	APS	JAN/20	02/12/20	AR STREET LIGHT BILLING	$3,341.19
012-518-232	115870	02/27/20	NEW-TECH ELECTRIC &	0000075	02/10/20	LIGHT FOR THE FLAG POLE	$325.00
012-518-233	115728	02/13/20	ESPINOZA'S LANDSCAPE & NURSERY	537795	01/28/20	LAND MAINTENANCE ITEMS FOR PW FACILITY	$95.41
012-518-233	115728	02/13/20	ESPINOZA'S LANDSCAPE & NURSERY	458662	02/03/20	LAND MAINTENANCE ITEMS FOR PW FACILITY	$330.18
012-518-233	115732	02/13/20	FERTIZONA COOLIDGE LLC	11071071	01/28/20	WEED CONTROL CHEMICALS	$300.16
012-518-233	115732	02/13/20	FERTIZONA COOLIDGE LLC	11070844	01/16/20	WEED CONTROL CHEMICALS	$632.48
012-518-233	115851	02/27/20	FERTIZONA COOLIDGE LLC	110714477	02/11/20	WEED CONTROL CHEMICALS	$1,007.68
012-518-236	115757	02/13/20	SALT RIVER EXTRACTION LLC	25633	01/16/20	JETTING AND TRENCHING OF CLOGGED OLD	$3,077.50
012-518-236	115757	02/13/20	SALT RIVER EXTRACTION LLC	25635	01/17/20	CLEAN CULVERT/TRENCH (FOR STREETS)	$2,092.50
012-518-236	115847	02/27/20	ERGON ASPHALT & EMULISIONS INC	9402200675	02/11/20	TACK OIL FOR PW/STREET REPAIRS & MAINT.	$92.98
012-518-301	115691	02/07/20	STAPLES BUSINESS ADVANTAGE	7301639080-0-1	10/31/19	OFFICE SUPPLIES FOR STREETS	$341.94
012-518-301	115759	02/13/20	STAPLES BUSINESS ADVANTAGE	7303352152-0-1	12/31/19	OFFICE SUPPLIES FOR STREETS	$71.96
012-518-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246152	01/22/20	OPERATING SUPPLIES FOR STREETS	$14.81
012-518-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246243	01/29/20	OPERATING SUPPLIES FOR STREETS	$10.55
012-518-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246148	01/22/20	OPERATING SUPPLIES FOR STREETS	$15.87
012-518-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246144	01/22/20	OPERATING SUPPLIES FOR STREETS	$21.16
012-518-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246141	01/22/20	OPERATING SUPPLIES FOR STREETS	$4.53

Account Number	Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Description	Amount
HURF - PUBLIC WORKS/STREETS							
012-518-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246047	01/15/20	OPERATING SUPPLIES FOR STREETS	$30.86
012-518-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246287	01/31/20	OPERATING SUPPLIES FOR STREETS	$14.81
012-518-302	115700	02/07/20	WATER SHED	400003688	01/02/20	WATER AND ICE FOR PUBLIC WORKS	$59.86
012-518-302	115819	02/20/20	WATER SHED	400003885	02/10/20	WATER AND ICE FOR PUBLIC WORKS	$24.68
012-518-304	115721	02/13/20	DAN CISCO	63541597	02/03/20	UNIFORM ALLOWANCE (BOOTS, PANTS, SHIRTS)	$374.95
012-518-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-HURF	$2,764.32
012-518-312	115823	02/27/20	AGS SAFETY & SUPPLY	7507456	01/10/20	SAFETY VESTS, GLOVES, GLASSES FOR STREETS	$305.48
012-518-312	115823	02/27/20	AGS SAFETY & SUPPLY	7509300	02/03/20	SAFETY SUPPLIES FOR STREETS DIVISION	$500.00
012-518-312	115823	02/27/20	AGS SAFETY & SUPPLY	7509300	02/03/20	SAFETY VESTS, GLOVES, GLASSES FOR STREETS	$5.56
012-518-323	120	02/18/20	FOXIT CORPORATION INCORPORATED	Jan 31 2020	01/31/20	FOXIT SOFTWARE FOR STREETS SUPERINTENDENT	$169.04
012-518-326	115765	02/13/20	VULCAN MATERIALS COMPANY	80660750	01/24/20	A/C COLD MIX FOR STREET REPAIRS/MAINTENANCE	$3,080.17
012-518-401	120	02/18/20	ATSSA-AMERICAN TRAFFIC	Jan 31 2020	01/31/20	ATSSA MEMBERSHIP RENEWAL - PAT MILLER	$81.00
012-518-403	115716	02/13/20	CHRIS MAHURIN	PER DIEM/2020	01/21/20	PER DIEM FOR ATTENDING ASU'S PAVEMENT	$23.00
012-518-403	115739	02/13/20	GILBERT GARCIA	PER DIEM/2020	01/21/20	PER DIEM FOR ATTENDING ASU'S PAVEMENT	$23.00
012-518-403	115745	02/13/20	MIGUEL, VALENZUELA	PER DIEM/2020	01/21/20	PER DIEM FOR ATTENDING ASU'S PAVEMENT	$23.00
012-518-403	120	02/18/20	ARIZONA ASSOC. OF COUNTY	Jan 31 2020	01/31/20	AACE PAVEMENT PRES WORKSHOP 3/26/20	$312.60
012-518-403	120	02/18/20	ARIZONA STATE UNIVERSITY	Jan 31 2020	01/31/20	ASU - PAVEMENT PRESERVATION WORKSHOP	$88.35
							$29,863.47
FLEET SERVICES							
012-536-209	115654	02/07/20	DAY AUTO SUPPLY INC	793603	01/27/20	TAIL LIGHT CIRCUIT BOARD FOR ST-4	$6.61
012-536-209	115669	02/07/20	JONES AUTO CENTER	181704	01/30/20	SEAT CUSHION FOR ST-4	$57.08
012-536-209	115784	02/20/20	DAY AUTO SUPPLY INC	794346	02/04/20	OIL & FILTER FOR ST-29	$10.57
012-536-209	115784	02/20/20	DAY AUTO SUPPLY INC	794443	02/05/20	SPRAY ADHESIVE FOR ST-4	$5.11
012-536-209	115811	02/20/20	RV STRIPES & GRAPHICS INC.	25420	02/06/20	DECALS FOR TOWN VEHICLES	$123.36
012-536-209	115813	02/20/20	SHAWS INTERIORS	3646	02/05/20	SEAT COVER REPAIR FOR ST-4	$29.35
012-536-209	115845	02/27/20	DAY AUTO SUPPLY INC	795219	02/13/20	2 HEADLIGHT ASSEMBLY FOR FT-4	$135.68
012-536-302	115654	02/07/20	DAY AUTO SUPPLY INC	794100	01/31/20	SHOP SUPPLIES	$18.82
012-536-302	115654	02/07/20	DAY AUTO SUPPLY INC	793761	01/28/20	SHOP SUPPLIES	$5.10
012-536-302	115845	02/27/20	DAY AUTO SUPPLY INC	795100	02/12/20	SHOP SUPPLIES	$10.99
012-536-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-FLEET	$107.79

Account Number	Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Description	Amount
FLEET SERVICES							
							$510.46
CAPITAL OUTLAY							
012-581-506	115727	02/13/20	EMPIRE SOUTHWEST	EMSL00060079	01/29/20	MB250 CATERPILLAR MIXING BUCKET	$7,188.65
012-581-507	115701	02/07/20	WILSON & COMPANY INC	87413	01/15/20	CIP T-91 HUNT HWY & ATTAWAY INTERSECTION	$160.50
012-581-507	115769	02/13/20	WILSON & COMPANY INC	87823	02/03/20	CIP T-91 HUNT HWY & ATTAWAY INTERSECTION	$14,931.50
							$22,280.65
FLORENCE WATER LIABILITIES							
051-219-000	115662	02/07/20	2ND TEMP	126005	02/03/20	WATER DEPOSIT REFUND	$130.04
051-219-000	115668	02/07/20	2ND TEMP	10403503	02/03/20	WATER DEPOSIT REFUND	$40.72
051-219-000	115671	02/07/20	2ND TEMP	10405233	02/03/20	WATER DEPOSIT REFUND	$94.92
051-219-000	115672	02/07/20	2ND TEMP	122325	02/03/20	WATER DEPOSIT REFUND	$68.84
051-219-000	115684	02/07/20	2ND TEMP	10602510	02/03/20	WATER DEPOSIT REFUND	$68.33
051-219-000	115753	02/13/20	2ND TEMP	10900802	02/07/20	WATER DEPOSIT REFUND	$40.11
051-219-000	115789	02/20/20	2ND TEMP	202967	02/11/20	WATER DEPOSIT REFUND	$57.28
051-219-000	115794	02/20/20	2ND TEMP	210416	02/18/20	WATER DEPOSIT REFUND	$22.27
051-219-000	115795	02/20/20	2ND TEMP	10801202	02/14/20	WATER DEPOSIT REFUND	$26.06
051-219-000	115808	02/20/20	2ND TEMP	109008002	02/14/20	WATER DEPOSIT REFUND	$82.34
051-219-000	115816	02/20/20	2ND TEMP	125307	02/18/20	WATER DEPOSIT REFUND	$48.14
051-219-000	115834	02/27/20	2ND TEMP	10600662	02/25/20	WATER DEPOSIT REFUND	$3.05
051-219-000	115886	02/27/20	2ND TEMP	317805	02/21/20	WATER DEPOSIT REFUND	$63.01
051-219-100	115774	02/20/20	2ND TEMP	3821	02/13/20	HYDRANT DEPOSIT REFUND CUST #3821	$471.36
							$1,216.47
FLORENCE WATER							
051-574-201	115648	02/07/20	CENTURYLINK	DEC/2019.3	01/16/20	868-0264 WATER	$178.27
051-574-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	WASTE WATER/WATER 50% SPLIT	$494.27
051-574-201	115838	02/27/20	CENTURYLINK	JAN/2020.2	02/16/20	868-0246 WATER	$178.27
051-574-203	115665	02/07/20	INFOSEND	27594	01/24/20	NOTICE OF INTENT INSERT	$127.50
051-574-206	115846	02/27/20	2ND TEMP	2020-0002	01/21/20	REIMBURSEMENT FOR INCURRED COSTS DUE TO	$485.00
051-574-206	115888	02/27/20	2ND TEMP	2020-0003	01/23/20	REIMBURSEMENT OF COST ASSOC WITH WATER	$117.00
051-574-207	115714	02/13/20	CASA GRANDE COURIER INC.	1508	02/02/20	WATER COURIER SERVICES-JAN/2020	$360.00

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FLORENCE WATER							
051-574-207	115743	02/13/20	LEGEND TECHNICAL SVCS INC.	2002074	01/31/20	WATER - DRINKING WATER TESTING	$344.00
051-574-209	115654	02/07/20	DAY AUTO SUPPLY INC	793603	01/27/20	TAIL LIGHT CIRCUIT BOARD FOR ST-4	$1.10
051-574-209	115654	02/07/20	DAY AUTO SUPPLY INC	793621	01/27/20	PARTS FOR WATER	$65.25
051-574-209	115654	02/07/20	DAY AUTO SUPPLY INC	793632	01/27/20	PARTS FOR WATER	$100.70
051-574-209	115654	02/07/20	DAY AUTO SUPPLY INC	793639	01/27/20	PARTS FOR WATER	$9.12
051-574-209	115654	02/07/20	DAY AUTO SUPPLY INC	793702	01/28/20	PARTS FOR WATER	$74.76
051-574-209	115654	02/07/20	DAY AUTO SUPPLY INC	793815	01/29/20	PARTS FOR WATER	$9.06
051-574-209	115654	02/07/20	DAY AUTO SUPPLY INC	793577	01/27/20	PARTS FOR WATER	$58.97
051-574-209	115669	02/07/20	JONES AUTO CENTER	181608	01/24/20	TAIL GATE CAP FOR W-27	$143.26
051-574-209	115669	02/07/20	JONES AUTO CENTER	181704	01/30/20	SEAT CUSHION FOR ST-4	$9.51
051-574-209	115784	02/20/20	DAY AUTO SUPPLY INC	794346	02/04/20	OIL & FILTER FOR ST-29	$1.76
051-574-209	115784	02/20/20	DAY AUTO SUPPLY INC	794443	02/05/20	SPRAY ADHESIVE FOR ST-4	$0.85
051-574-209	115811	02/20/20	RV STRIPES & GRAPHICS INC.	25420	02/06/20	DECALS FOR TOWN VEHICLES	$23.99
051-574-209	115813	02/20/20	SHAWS INTERIORS	3646	02/05/20	SEAT COVER REPAIR FOR ST-4	$4.89
051-574-209	115845	02/27/20	DAY AUTO SUPPLY INC	795219	02/13/20	2 HEADLIGHT ASSEMBLY FOR FT-4	$22.61
051-574-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	425 E RUGGLES ST 50%	$4,492.21
051-574-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	425 E. RUGGLES ST	$751.59
051-574-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	425 E. RUGGLES ST REAR	$70.33
051-574-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	425 E. RUGGLES ST REAR	$568.31
051-574-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	565 S. QUARTZ ST WELL 5	$1,016.15
051-574-215	115713	02/13/20	BIA	JAN/2020	02/03/20	455 HWY 79 WELL 1 W/O RVBTTM	$2,217.79
051-574-215	115713	02/13/20	BIA	JAN/2020	02/03/20	IOWA MTR @ WTR TANK ON HILL	$2,205.20
051-574-217	115652	02/07/20	COOLIDGE ENGINE & PUMP L.L.C.	8358	09/10/19	WATER PROJECTS	$3,650.00
051-574-217	115652	02/07/20	COOLIDGE ENGINE & PUMP L.L.C.	8429	11/21/19	SHORTAGE FOR INVOICE 8429 (FREIGHT)	$45.74
051-574-237	115659	02/07/20	FERGUSON ENTERPRISES LLC	0380979	01/15/20	WATER - UTILITY LINE REPAIR & MAINTENANCE	$744.92
051-574-237	115659	02/07/20	FERGUSON ENTERPRISES LLC	0376141-1	12/03/19	WATER - UTILITY LINE REPAIR & MAINTENANCE	$593.98
051-574-237	115659	02/07/20	FERGUSON ENTERPRISES LLC	0379702	12/31/19	WATER - UTILITY LINE REPAIR & MAINTENANCE	$2,082.78
051-574-237	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246235	01/29/20	WATER - UTILITY LINE REPAIR & MAINTENANCE	$44.46
051-574-237	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246237	01/29/20	WATER - UTILITY LINE REPAIR & MAINTENANCE	$21.14
051-574-237	115661	02/07/20	FORTILINE INC	4847088	01/15/20	WATER - UTILITY LINE REPAIR & MAINTENANCE	$148.93
051-574-237	115733	02/13/20	FLORENCE TRUE VALUE HARDWARE	246364	02/05/20	WATER - UTILITY LINE REPAIR & MAINTENANCE	$8.45

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FLORENCE WATER							
051-574-237	115733	02/13/20	FLORENCE TRUE VALUE HARDWARE	246376	02/06/20	WATER - UTILITY LINE REPAIR & MAINTENANCE	$15.44
051-574-237	115733	02/13/20	FLORENCE TRUE VALUE HARDWARE	246408	02/10/20	WATER - UTILITY LINE REPAIR & MAINTENANCE	$6.00
051-574-237	115734	02/13/20	FORTILINE INC	4833195	12/23/19	WATER - UTILITY LINE REPAIR & MAINTENANCE	$83.02
051-574-237	115839	02/27/20	CHEMICAL FEEDING TECHNOLOGIES	35210	02/11/20	WATER - UTILITY LINE REPAIR & MAINTENANCE	$206.34
051-574-301	115691	02/07/20	STAPLES BUSINESS ADVANTAGE	7301639080-0-1	10/31/19	WATER - OFFICE SUPPLIES	$120.51
051-574-302	115654	02/07/20	DAY AUTO SUPPLY INC	793761	01/28/20	SHOP SUPPLIES	$0.85
051-574-302	115654	02/07/20	DAY AUTO SUPPLY INC	794100	01/31/20	SHOP SUPPLIES	$3.14
051-574-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246159	01/22/20	WATER - OPERATING SUPPLIES	$34.77
051-574-302	115700	02/07/20	WATER SHED	400003688	01/02/20	WATER AND ICE FOR PUBLIC WORKS	$19.95
051-574-302	115722	02/13/20	DAY AUTO SUPPLY INC	793816	01/29/20	WATER - OPERATING SUPPLIES	$28.65
051-574-302	115733	02/13/20	FLORENCE TRUE VALUE HARDWARE	246327	02/04/20	WATER - OPERATING SUPPLIES	$12.69
051-574-302	115819	02/20/20	WATER SHED	400003885	02/10/20	WATER AND ICE FOR PUBLIC WORKS-RUGGLES	$8.23
051-574-302	115845	02/27/20	DAY AUTO SUPPLY INC	794967	02/11/20	WATER - OPERATING SUPPLIES	$8.87
051-574-302	115845	02/27/20	DAY AUTO SUPPLY INC	795035	02/11/20	WATER - OPERATING SUPPLIES	$108.41
051-574-302	115845	02/27/20	DAY AUTO SUPPLY INC	795100	02/12/20	SHOP SUPPLIES	$1.83
051-574-302	115845	02/27/20	DAY AUTO SUPPLY INC	795571	02/18/20	WATER - OPERATING SUPPLIES	$833.74
051-574-302	115855	02/27/20	FLORENCE TRUE VALUE HARDWARE	246441	02/11/20	WATER - OPERATING SUPPLIES	$13.07
051-574-302	115855	02/27/20	FLORENCE TRUE VALUE HARDWARE	246446	02/11/20	WATER - OPERATING SUPPLIES	$53.84
051-574-304	115664	02/07/20	HOLDEN KENT	490115	01/11/20	BOOT REIMBURSEMENT	$151.61
051-574-304	115885	02/27/20	TIMOTHY WAINSCOTT	J43008	01/16/20	T. WAINSCOTT UNIFORM PANTS	$35.62
051-574-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-WATER	$974.22
051-574-310	115663	02/07/20	HILL BROTHERS CHEMICAL CO.	50918332	11/25/19	WATER - CHEMICALS	$1,402.23
051-574-310	115663	02/07/20	HILL BROTHERS CHEMICAL CO.	50918809	01/17/19	WATER - CHEMICALS	$1,402.23
051-574-326	115643	02/07/20	CAPITAL PUMP & EQUIPMENT	0103386-IN	12/20/19	WATER - OPERATIONS & MAINTENANCE	$7,276.54
051-574-326	115764	02/13/20	USABLUEBOOK - ACCT 703717	136276	02/05/20	WATER - OPERATIONS & MAINTENANCE	$278.18
051-574-403	115704	02/13/20	ARIZONA ENVIRONMENTAL	03172020	02/11/20	COMPLIANCE ASSISTANCE SEMINAR - TIMM	$32.50
051-574-403	115770	02/18/20	ARIZONA DEPARTMENT OF	33042 WM	02/11/20	OPERATOR RENEWAL - BILLY MARTELL	$200.00
051-574-403	120	02/18/20	ARIZONA ASSOC. OF COUNTY	Jan 31 2020	01/31/20	AACE PAVEMENT PRES WORKSHOP 3/26/20	$43.80
051-574-403	120	02/18/20	ARIZONA STATE UNIVERSITY	Jan 31 2020	01/31/20	ASU - PAVEMENT PRESERVATION WORKSHOP	$41.80
051-574-406	115647	02/07/20	CENTRAL AZ GROUNDWATER DIST.	73856	01/20/20	WATER SERVICE CHARGE PP-MARCH	$35,271.11

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FLORENCE WATER							
							$70,141.31
CAPITAL OUTLAY							
051-581-507	115659	02/07/20	FERGUSON ENTERPRISES LLC	1	12/13/19	CIP WU-90 ADVANCED METERING SYSTEM	$101,209.09
051-581-507	115767	02/13/20	WESTLAND RESOURCES INC	48616001	02/07/20	CIP WELL 2B - NEW WATER WELL	$2,070.00
051-581-507	115772	02/18/20	ARIZONA DEPARTMENT OF	WELL2B APP	02/05/20	APPLICATION FEES - CONSTRUCTION	$1,250.00
051-581-507	115828	02/27/20	ARIZONA DEPARTMENT OF	WELL2B APP	02/05/20	APPLICATION FEES - CONSTRUCTION	$1,250.00
							$105,779.09
SEWER OPERATIONS - SOUTH PLANT							
052-575-201	115648	02/07/20	CENTURYLINK	DEC/2019.3	01/16/20	868-2394 WASTEWATER	$60.40
052-575-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	WASTE WATER/WATER 50% SPLIT	$494.27
052-575-201	115838	02/27/20	CENTURYLINK	JAN/2020.2	02/16/20	868-2394 WASTEWATER	$60.40
052-575-203	115665	02/07/20	INFOSEND	27594	01/24/20		$127.50
052-575-206	115840	02/27/20	2ND TEMP	2020-1	01/23/20	REIMBURSEMENT FOR INCURRED COSTS DUE TO	$773.00
052-575-207	115644	02/07/20	CASA GRANDE COURIER INC.	1504	01/08/20	SWWTP - COURIER SERVICES-DEC/2019	$1,222.40
052-575-207	115674	02/07/20	LEGEND TECHNICAL SVCS INC.	1917942	11/30/19	SWWTP - SAMPLE TESTING	$1,616.00
052-575-207	115674	02/07/20	LEGEND TECHNICAL SVCS INC.	2000578	12/31/19	SWWTP - SAMPLE TESTING	$1,178.00
052-575-207	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	0002845396	11/30/19	SWWTP - PER CONTRACT - DUMP & RETURN	$245.00
052-575-207	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	0002872078	12/15/19	SWWTP - PER CONTRACT - DUMP & RETURN	$980.00
052-575-207	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	0002891586	12/31/19	DUMP & RETURN	$980.00
052-575-207	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	0002912680	01/15/20	SWWTP - PER CONTRACT - DUMP & RETURN	$3,430.00
052-575-207	115714	02/13/20	CASA GRANDE COURIER INC.	1508	02/02/20	SWWTP - COURIER SERVICES	$1,222.40
052-575-207	115754	02/13/20	RIGHT AWAY DISPOSAL LLC	0002922123	01/31/20	SWWTP - PER CONTRACT - DUMP & RETURN	$3,530.00
052-575-207	115799	02/20/20	LEGEND TECHNICAL SVCS INC.	2002076	01/31/20	SWWTP - SAMPLE TESTING	$4,912.00
052-575-209	115654	02/07/20	DAY AUTO SUPPLY INC	793603	01/27/20	TAIL LIGHT CIRCUIT BOARD FOR ST-4	$1.84
052-575-209	115669	02/07/20	JONES AUTO CENTER	181704	01/30/20	SEAT CUSHION FOR ST-4	$15.86
052-575-209	115784	02/20/20	DAY AUTO SUPPLY INC	794346	02/04/20	OIL & FILTER FOR ST-29	$2.94
052-575-209	115784	02/20/20	DAY AUTO SUPPLY INC	794443	02/05/20	SPRAY ADHESIVE FOR ST-4	$1.42
052-575-209	115811	02/20/20	RV STRIPES & GRAPHICS INC.	25420	02/06/20	DECALS FOR TOWN VEHICLES	$34.27
052-575-209	115813	02/20/20	SHAWS INTERIORS	3646	02/05/20	SEAT COVER REPAIR FOR ST-4	$8.15
052-575-209	115845	02/27/20	DAY AUTO SUPPLY INC	795219	02/13/20	2 HEADLIGHT ASSEMBLY FOR FT-4	$37.69

Account Number	Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Description	Amount
SEWER OPERATIONS - SOUTH PLANT							
052-575-211	115652	02/07/20	COOLIDGE ENGINE & PUMP L.L.C.	8463	01/29/20	SWWTP - MAINTENANCE	$1,324.30
052-575-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	100 S PLANT RD	$17,127.52
052-575-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	8742601000	02/06/20	425 E RUGGLES ST 50%	$4,492.23
052-575-217	115650	02/07/20	CLEMANS PLUMBING	9575	10/08/19	COLLECTIONS - PLUMBING SERVICES	$270.00
052-575-217	115653	02/07/20	D2 SURVEYING	1826	12/20/19	MANHOLE INVENTORY PROJECT	$50,622.00
052-575-217	115683	02/07/20	PRO PIPE	6800001644	01/15/20	COLLECTIONS - UTILITY LINE REPAIR &	$1,290.50
052-575-217	115720	02/13/20	D2 SURVEYING	1908	01/31/20	MANHOLE INVENTORY PROJECT	$6,893.00
052-575-217	115729	02/13/20	EUSI LLC	2861	01/03/20	PROFESSIONAL SERVICES - SWWTP - OPERATOR OF	$2,405.44
052-575-217	115729	02/13/20	EUSI LLC	2845	12/04/19	PROFESSIONAL SERVICES - SWWTP - PERMIT	$2,337.00
052-575-217	115752	02/13/20	PRO PIPE	6800001726	02/05/20	COLLECTIONS - UTILITY LINE REPAIR &	$1,246.00
052-575-217	115767	02/13/20	WESTLAND RESOURCES INC	48614005	02/07/20	SWWTP - CIP SU-91 SYSTEM WIDE CAPACITY	$2,585.45
052-575-217	115821	02/20/20	WESTLAND RESOURCES INC	48614003	12/18/19	SWWTP - CIP SU-91 SYSTEM WIDE CAPACITY	$1,386.75
052-575-217	115821	02/20/20	WESTLAND RESOURCES INC	48614004	12/18/19	SWWTP - CIP SU-91 SYSTEM WIDE CAPACITY	$1,094.50
052-575-217	115848	02/27/20	EUSI LLC	2881	02/10/20	PROFESSIONAL SERVICES - DOBSON RANCH	$996.18
052-575-217	115848	02/27/20	EUSI LLC	2881	02/10/20	PROFESSIONAL SERVICES - SWWTP - OPERATOR OF	$2,430.55
052-575-217	115848	02/27/20	EUSI LLC	2881	02/10/20	PROFESSIONAL SERVICES - SWWTP - PERMIT	$105.00
052-575-222	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	0002845396	11/30/19	SWWTP - DUMPSTER RENTAL FEES	$80.00
052-575-222	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	0002872078	12/15/19	SWWTP - DUMPSTER RENTAL FEES	$96.79
052-575-222	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	0002891586	12/31/19	SWWTP - DUMPSTER RENTAL FEES	$80.65
052-575-222	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	0002912680	01/15/20	SWWTP - DUMPSTER RENTAL FEES	$72.59
052-575-222	115754	02/13/20	RIGHT AWAY DISPOSAL LLC	0002922123	01/31/20	AMOUNT OVER PO	$60.03
052-575-222	115754	02/13/20	RIGHT AWAY DISPOSAL LLC	0002922123	01/31/20	SWWTP - DUMPSTER RENTAL FEES	$89.97
052-575-230	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	378	11/30/19	SWWTP - LANDFILL FEES	$191.60
052-575-230	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	451	01/14/20	SWWTP - LANDFILL FEES	$2,232.80
052-575-230	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	402	12/15/19	SWWTP - LANDFILL FEES	$721.40
052-575-230	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	427	12/31/19	SWWTP - LANDFILL FEES	$705.00
052-575-230	115754	02/13/20	RIGHT AWAY DISPOSAL LLC	483	01/31/20	SWWTP - LANDFILL FEES	$2,996.00
052-575-301	115759	02/13/20	STAPLES BUSINESS ADVANTAGE	7303819571-0-1	01/20/20	SWWTP - OFFICE SUPPLIES	$89.73
052-575-301	115759	02/13/20	STAPLES BUSINESS ADVANTAGE	7303819571-0-2	01/15/20	SWWTP - OFFICE SUPPLIES	$106.58
052-575-301	115759	02/13/20	STAPLES BUSINESS ADVANTAGE	7303819571-0-4	01/20/20	SWWTP - OFFICE SUPPLIES	$34.14
052-575-302	115654	02/07/20	DAY AUTO SUPPLY INC	764066	01/18/19	NWWTP - OPERATING SUPPLIES	$1.65

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SEWER OPERATIONS - SOUTH PLANT							
052-575-302	115654	02/07/20	DAY AUTO SUPPLY INC	793761	01/28/20	SHOP SUPPLIES	$1.42
052-575-302	115654	02/07/20	DAY AUTO SUPPLY INC	739917	03/16/18	SWWTP - OPERATING SUPPLIES	$11.29
052-575-302	115654	02/07/20	DAY AUTO SUPPLY INC	792714	01/15/20	SWWTP - OPERATING SUPPLIES	$40.24
052-575-302	115654	02/07/20	DAY AUTO SUPPLY INC	794100	01/31/20	SHOP SUPPLIES	$5.23
052-575-302	115654	02/07/20	DAY AUTO SUPPLY INC	764579	01/24/19	CREDIT	($49.84)
052-575-302	115654	02/07/20	DAY AUTO SUPPLY INC	764066	01/18/19	SWWTP - OPERATING SUPPLIES	$6.61
052-575-302	115654	02/07/20	DAY AUTO SUPPLY INC	750798	08/01/18	NWWTP - OPERATING SUPPLIES	$11.04
052-575-302	115654	02/07/20	DAY AUTO SUPPLY INC	747834	06/21/18	SWWTP - OPERATING SUPPLIES	$64.10
052-575-302	115654	02/07/20	DAY AUTO SUPPLY INC	746015	05/25/18	SWWTP - OPERATING SUPPLIES	$12.09
052-575-302	115654	02/07/20	DAY AUTO SUPPLY INC	740206	02/20/18	SWWTP - OPERATING SUPPLIES	$28.16
052-575-302	115654	02/07/20	DAY AUTO SUPPLY INC	739405	03/12/18	SWWTP - OPERATING SUPPLIES	$68.77
052-575-302	115654	02/07/20	DAY AUTO SUPPLY INC	750798	08/01/18	SWWTP - OPERATING SUPPLIES	$44.17
052-575-302	115654	02/07/20	DAY AUTO SUPPLY INC	740445	03/22/18	SWWTP - OPERATING SUPPLIES	$30.37
052-575-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246050	01/15/20	SWWTP - OPERATING SUPPLIES	$7.40
052-575-302	115733	02/13/20	FLORENCE TRUE VALUE HARDWARE	246371	02/06/20	SWWTP - OPERATING SUPPLIES	$31.74
052-575-302	115845	02/27/20	DAY AUTO SUPPLY INC	795100	02/12/20	SHOP SUPPLIES	$3.05
052-575-302	115845	02/27/20	DAY AUTO SUPPLY INC	795571	02/18/20	SWWTP - OPERATING SUPPLIES	$833.73
052-575-302	115855	02/27/20	FLORENCE TRUE VALUE HARDWARE	246481	02/13/20	SWWTP - OPERATING SUPPLIES	$46.56
052-575-304	115885	02/27/20	TIMOTHY WAINSCOTT	J43008	01/16/20	T. WAINSCOTT UNIFORM PANTS	$35.61
052-575-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN S. SEWER	$154.79
052-575-310	115663	02/07/20	HILL BROTHERS CHEMICAL CO.	50918580	12/20/19	SWWTP - CHEMICALS	$2,065.30
052-575-310	115663	02/07/20	HILL BROTHERS CHEMICAL CO.	50918692	12/30/19	SWWTP - CHEMICALS	$2,766.42
052-575-310	115663	02/07/20	HILL BROTHERS CHEMICAL CO.	50918810	01/17/20	SWWTP - CHEMICALS	$994.61
052-575-310	115663	02/07/20	HILL BROTHERS CHEMICAL CO.	50918456	12/12/19	SWWTP - CHEMICALS	$3,214.80
052-575-310	115694	02/07/20	TFD ENTERPRISES LLC	5	12/09/19	SWWTP - CHEMICALS - POLYMER DRUMS	$4,137.50
052-575-312	115633	02/07/20	AGS SAFETY & SUPPLY	7489027	05/03/19	SWWTP - SAFETY SUPPLIES	$19.61
052-575-312	115697	02/07/20	USABLUEBOOK - ACCT 703717	129358	01/29/20	SWWTP - SAFETY EQUIPMENT	$76.79
052-575-312	115764	02/13/20	USABLUEBOOK - ACCT 703717	136277	02/05/20	SWWTP - SAFETY EQUIPMENT	$86.41
052-575-326	115688	02/07/20	SALT RIVER EXTRACTION LLC	25632	01/16/20	SWWTP - OPERATIONS & MAINTENANCE	$6,107.50
052-575-326	115697	02/07/20	USABLUEBOOK - ACCT 703717	129346	01/29/20	SWWTP - OPERATIONS & MAINTENANCE	$1,029.86
052-575-326	115697	02/07/20	USABLUEBOOK - ACCT 703717	129350	01/29/20	SWWTP - OPERATIONS & MAINTENANCE	$2,960.40

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SEWER OPERATIONS - SOUTH PLANT							
052-575-326	115737	02/13/20	GEUTHER ELECTRICAL LLC	3783	01/20/20	SWWTP - BELT PRESS REPAIR	$320.00
052-575-326	115764	02/13/20	USABLUEBOOK - ACCT 703717	090617	12/12/19	SWWTP - OPERATIONS & MAINTENANCE	$380.73
052-575-326	115764	02/13/20	USABLUEBOOK - ACCT 703717	039628	10/16/19	SWWTP - OPERATIONS & MAINTENANCE	$436.69
052-575-326	115890	02/27/20	WESTERN ENVIRONMENTAL	W6151	02/11/20	PISTA GRIT REPAIR	$7,669.29
052-575-403	115704	02/13/20	ARIZONA ENVIRONMENTAL	03172020	02/11/20	COMPLIANCE ASSISTANCE SEMINAR - TIMM	$32.50
052-575-403	115771	02/18/20	ARIZONA DEPARTMENT OF	33093 BH	02/11/20	OPERATOR RENEWAL - BRETT HILTON	$200.00
052-575-403	120	02/18/20	ARIZONA ASSOC. OF COUNTY	Jan 31 2020	01/31/20	AACE PAVEMENT PRES WORKSHOP 3/26/20	$43.80
052-575-403	120	02/18/20	ARIZONA STATE UNIVERSITY	Jan 31 2020	01/31/20	ASU - PAVEMENT PRESERVATION WORKSHOP	$40.85
052-575-505	115718	02/13/20	COURTESY CHEVROLET	1051991	02/05/20	1 NEW 2020 CHEVY CREW CAB FOR WATER	$37,940.41
052-575-505	115718	02/13/20	COURTESY CHEVROLET	1051991	02/05/20	AMOUNT OVER PO	$0.50
							$197,009.39
SEWER OPERATIONS - NORTH PLANT							
052-576-201	115648	02/07/20	CENTURYLINK	DEC/2019.3	01/16/20	868-8356 WATER WORKS ALARM	$114.46
052-576-207	115644	02/07/20	CASA GRANDE COURIER INC.	1504	01/08/20	NWWTP - COURIER SERVICES DEC/2019	$341.60
052-576-207	115674	02/07/20	LEGEND TECHNICAL SVCS INC.	2000576	12/31/19	NWWTP - SAMPLE TESTING	$1,150.00
052-576-207	115674	02/07/20	LEGEND TECHNICAL SVCS INC.	1917943	11/30/19	NWWTP - SAMPLE TESTING	$443.00
052-576-207	115714	02/13/20	CASA GRANDE COURIER INC.	1508	02/02/20	NWWTP - COURIER SERVICES	$341.60
052-576-207	115799	02/20/20	LEGEND TECHNICAL SVCS INC.	2002075	01/31/20	NWWTP - SAMPLE TESTING	$979.00
052-576-215	115713	02/13/20	BIA	JAN/2020	02/03/20	HWY 79 WASTE WATER PLANT W/SD OF INS	$3,767.48
052-576-217	115729	02/13/20	EUSI LLC	2845	12/04/19	NWWTP OPERATOR ON RECORD - NOV 2019	$2,337.00
052-576-217	115729	02/13/20	EUSI LLC	2845	12/04/19	NWWTP PERMIT RENEWAL - NOV 2019	$2,086.04
052-576-217	115729	02/13/20	EUSI LLC	2861	01/03/20	NWWTP OPERATOR ON RECORD - DEC 2019	$2,405.44
052-576-217	115729	02/13/20	EUSI LLC	2861	01/03/20	NWWTP PERMIT RENEWAL-DEC 2019	$1,329.00
052-576-217	115821	02/20/20	WESTLAND RESOURCES INC	48614003	12/18/19	SWWTP - CIP SU-91 SYSTEM WIDE CAPACITY	$1,386.75
052-576-217	115821	02/20/20	WESTLAND RESOURCES INC	48614004	12/18/19	SWWTP - CIP SU-91 SYSTEM WIDE CAPACITY	$1,094.50
052-576-217	115848	02/27/20	EUSI LLC	2881	02/10/20	PROFESSIONAL SERVICES - NWWTP - PERMIT	$2,430.55
052-576-217	115848	02/27/20	EUSI LLC	2881	02/10/20	PROFESSIONAL SERVICES - NWWTP - OPERATOR	$996.17
052-576-222	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	0002912680	01/15/20	NWWTP - DUMPSTER RENTAL FEES	$24.20
052-576-222	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	0002891586	12/31/19	RENTAL FEE R/O	$25.81
052-576-222	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	0002872078	12/15/19	NWWTP - DUMPSTER RENTAL FEES	$24.20
052-576-222	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	0002845396	11/30/19	NWWTP - DUMPSTER RENTAL FEES	$25.00

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SEWER OPERATIONS - NORTH PLANT							
052-576-222	115754	02/13/20	RIGHT AWAY DISPOSAL LLC	0002922123	01/31/20	NWWTP - DUMPSTER RENTAL FEES	$25.81
052-576-301	115759	02/13/20	STAPLES BUSINESS ADVANTAGE	7303819571-0-3	01/15/20	NWWTP - OFFICE SUPPLIES	$31.44
052-576-302	115654	02/07/20	DAY AUTO SUPPLY INC	739405	03/12/18	NWWTP - OPERATING SUPPLIES	$17.19
052-576-302	115654	02/07/20	DAY AUTO SUPPLY INC	739787	01/28/20	NWWTP - OPERATING SUPPLIES	$1.33
052-576-302	115654	02/07/20	DAY AUTO SUPPLY INC	739917	03/16/18	NWWTP - OPERATING SUPPLIES	$2.82
052-576-302	115654	02/07/20	DAY AUTO SUPPLY INC	740206	02/20/18	SWWTP - OPERATING SUPPLIES	$7.04
052-576-302	115654	02/07/20	DAY AUTO SUPPLY INC	746015	05/25/18	NWWTP - OPERATING SUPPLIES	$3.02
052-576-302	115654	02/07/20	DAY AUTO SUPPLY INC	747834	06/21/18	NWWTP - OPERATING SUPPLIES	$16.03
052-576-302	115660	02/07/20	FLORENCE TRUE VALUE HARDWARE	246209	01/27/20	NWWTP - OPERATING SUPPLIES	$12.01
052-576-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-N SEWER	$270.75
052-576-310	115663	02/07/20	HILL BROTHERS CHEMICAL CO.	50918678	12/23/19	CREDIT	($626.10)
052-576-310	115663	02/07/20	HILL BROTHERS CHEMICAL CO.	50918119	11/21/19	NWWTP - CHEMICALS	$929.39
052-576-310	115663	02/07/20	HILL BROTHERS CHEMICAL CO.	50918551	12/20/19	NWWTP - CHEMICALS	$779.39
052-576-310	115740	02/13/20	HILL BROTHERS CHEMICAL CO.	50918894	01/28/20	NWWTP - CHEMICALS	$1,079.39
052-576-326	115710	02/13/20	BEARING-BELT & CHAIN INC.	1556981	01/13/20	NWWTP - OPERATIONS & MAINTENANCE	$44.50
052-576-326	115737	02/13/20	GEUTHER ELECTRICAL LLC	3782	01/20/20	NWWTP INFLUENT PUMP REPAIR	$340.40
							$24,236.21
SANITATION LIABILITIES							
053-219-000	115724	02/13/20	2ND TEMP	709341	02/07/20	REFUND SANITATION DEPOSIT	$42.33
053-219-000	115802	02/20/20	2ND TEMP	712121	02/12/20	REFUND SANITATION DEPOSIT	$25.00
053-219-000	115842	02/27/20	2ND TEMP	733260	02/21/20	REFUND SANITATION DEPOSIT	$16.34
053-219-000	115844	02/27/20	2ND TEMP	702693	02/20/20	REFUND SANITATION DEPOSIT	$25.00
053-219-000	115864	02/27/20	2ND TEMP	702771	02/20/20	REFUND SANITATION DEPOSIT	$25.00
							$133.67
SANITATION OPERATIONS							
053-571-201	115698	02/07/20	VERIZON WIRELESS	JAN/2020	01/21/20	SANITATION PHONE	$45.73
053-571-209	115654	02/07/20	DAY AUTO SUPPLY INC	793603	01/27/20	TAIL LIGHT CIRCUIT BOARD FOR ST-4	$0.18
053-571-209	115669	02/07/20	JONES AUTO CENTER	181704	01/30/20	SEAT CUSHION FOR ST-4	$1.59
053-571-209	115784	02/20/20	DAY AUTO SUPPLY INC	794346	02/04/20	OIL & FILTER FOR ST-29	$0.29
053-571-209	115784	02/20/20	DAY AUTO SUPPLY INC	794443	02/05/20	SPRAY ADHESIVE FOR ST-4	$0.14

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SANITATION OPERATIONS							
053-571-209	115813	02/20/20	SHAWS INTERIORS	3646	02/05/20	SEAT COVER REPAIR FOR ST-4	$0.82
053-571-209	115845	02/27/20	DAY AUTO SUPPLY INC	795219	02/13/20	2 HEADLIGHT ASSEMBLY FOR FT-4	$3.77
053-571-217	115686	02/07/20	RIGHT AWAY DISPOSAL LLC	2890664	12/31/19	JANUARY RESIDENTIAL BILLING	$13.46
053-571-217	115717	02/13/20	CIRCONOMY SOLUTIONS	FLORENCE2020-	02/06/20	RATE STUDY	$8,950.00
053-571-217	115809	02/20/20	RIGHT AWAY DISPOSAL LLC	2912815	02/20/20	FEB RESIDENTIAL BILLING	$65,631.99
053-571-217	115809	02/20/20	RIGHT AWAY DISPOSAL LLC	2912816	02/20/20	FEB INSTITUTIONAL BILLING	$8,038.47
053-571-230	115699	02/07/20	WASTE MANAGEMENT OF ARIZONA	0007279-0563-0	01/02/20	BULK TRASH PICKUP-CUST. ID: 20-76518-23009	$2,521.85
053-571-230	115818	02/20/20	WASTE MANAGEMENT OF ARIZONA	0000093-4767-5	02/03/20	BULK TRASH PICKUP CHARGES FOR TOF	$2,113.00
053-571-230	115818	02/20/20	WASTE MANAGEMENT OF ARIZONA	0007299-0563-8	02/03/20	BULK TRASH PICKUP CHARGES FOR TOF	$1,982.78
053-571-302	115654	02/07/20	DAY AUTO SUPPLY INC	794100	01/31/20	SHOP SUPPLIES	$0.52
053-571-302	115654	02/07/20	DAY AUTO SUPPLY INC	793761	01/28/20	SHOP SUPPLIES	$0.14
053-571-302	115845	02/27/20	DAY AUTO SUPPLY INC	795100	02/12/20	SHOP SUPPLIES	$0.31
053-571-306	115891	02/27/20	WEX BANK	63569210	01/31/20	JAN-SANITATION	$88.54
053-571-403	120	02/18/20	ARIZONA ASSOC. OF COUNTY	Jan 31 2020	01/31/20	AACE PAVEMENT PRES WORKSHOP 3/26/20	$2.40
							$89,395.98
GRANT - FIREHOUSE SUBS PUBLIC SAFETY							
219-509-506	115736	02/13/20	FX TACTICAL	11-10013403	01/28/20	TACTICAL VESTS AND HELMETS-ON GRANT	$15,932.70
219-509-506	115736	02/13/20	FX TACTICAL	11-10013403	01/28/20	TAX ON GRANT	$1,290.54
							$17,223.24
GRANT - ADOT Sect 5310-2017 Expense							
226-507-505	115773	02/20/20	ADOT	MPG197504	02/12/20	SENIOR CENTER VAN	$3,338.71
							$3,338.71
GRANT - DIAL A RIDE PROGRAM							
226-508-302	115805	02/20/20	NAT'L CTR FOR SAFETY INITIATIVES	149298	02/01/20	BACKGROUND CHECKS FOR GIVE A LIFT PROGRAM	$48.00
							$48.00
ANTHEM SLID #1							
300-506-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	JAN/20-SLIDS	02/05/20	SLID 1	$2,438.93
							$2,438.93
ANTHEM SLID #2							
301-506-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	JAN/20-SLIDS	02/05/20	SLID 2	$2,407.20

Account Number	Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Description		Amount
ANTHEM SLID #2								
								$2,407.20
ANTHEM SLID #3								
302-506-215	115706	02/13/20	ARIZONA PUBLIC SERVICE	JAN/20-SLIDS	02/05/20	SLID 3		$2,151.97
								$2,151.97
							Grand Total	**$959,096.41**

* * * End of Report * * *

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

MEETING DATE: April 6, 2020

DEPARTMENT: Community Development

STAFF PRESENTER: Larry Harmer, Senior Planner

SUBJECT: Ordinance No. 689-20: Text amendment to restructure the Development Code Administration and Procedures Section

- ☒ **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:

Adoption of Ordinance No. 689-20: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV "LAND USAGE" CHAPTER 150: DEVELOPMENT CODE, ADMINISTRATION AND PROCEDURES SECTIONS 150.000 TO 150.019 AND ADDING SECTIONS 150.020 TO 150.024, AND RELOCATING "PART 1. GENERAL PROVISIONS," SECTIONS 150.080 AND 150.081 TO THE ADMINISTRATION AND PROCEDURES SECTIONS 150.020 AND 150.021, RESPECTIVELY. (Larry Harmer)

BACKGROUND/DISCUSSION:

Over the years, the Town's Development Code has been incrementally updated and in some instances the codes and structure appear piecemeal. The purpose of this code amendment is to "clean-up" the Town's Development Code by restructuring the Administration and Procedures section to remove obvious inconsistencies and conflicts within the code. The intent is to make minimal regulatory changes unless necessary to comply with statute and to restructure the sections to reflect current practices and to be more user friendly.

This draft text amendment was first introduced to the Planning and Zoning Commission on May 16, 2019. The Planning and Zoning Commission's review included a progression of three updates to the proposed language. Each updated version has been made available for public

download, review, and comment on the Town's Community Development webpage. The following is a list of the public meeting and review process (event with an * is pending):

1.	P&Z Introduction – Process Overview and Proposed Draft	5/16/19
2.	HDAC Introduction - Process Overview and Proposed Draft	5/29/19
3.	HDAC – Review and Comment	7/31/19
4.	HDAC – Review and Comment	8/28/19
5.	P&Z Follow up – 1st Review discussion	9/05/19
6.	P&Z – 1st Review Comments	9/19/19
7.	HDAC – Review and Recommendation	9/25/19
8.	Neighborhood Meeting/Open House	11/07/19
9.	P&Z – 2nd Review Comments	11/07/19
10.	3rd Draft Issued for Review	1/23/20
11.	P&Z – 3rd Review Comments and Public Hearing	2/20/20
12.	Town Council 1st Read & Public Hearing	3/16/20
13.	*Town Council 2nd Read	4/06/20

Accompanying this RCA are two exhibits of the proposed changes to the Administrative and Procedures section of the Development Code. Exhibit A includes the complete Ordinance 689-20 as advertised for adoption and is the subject of Council's consideration. Exhibit B is for your reference only and contains the same proposed text amendments as Exhibit A, with staff's commentary to explain the impetus of particular revisions. The purpose of Exhibit B is simply to explain why specific revisions are proposed, or if the text is being relocated from another area of the code. The following summarizes the proposed text amendments:

- Reference to the Town's Historic District Advisory Commission creation and authorities
- Codify the Pre-Application Conference process, as has been practiced for over a decade and as referenced in other sections of the Code.
- Consolidate the Site Plan Review procedure with Design Review.
- Establish Temporary Use Permit procedure as referenced in other sections of the Code.
- Establish a "Claim for Diminution in Value" procedure to address potential Proposition 207 claims against the Town.
- Relocate "Non-conforming Use" and "Enlargement of building or land…" from General Provisions section to the administration section.
- Statutory change update to rezoning protest criteria (HB 2116.)

The Planning and Zoning Commission and Historic District Advisory Commission unanimously recommend the Town Council adopt Ordinance No. 689-20.

<u>A VOTE OF NO WOULD MEAN:</u>

A no vote would mean that the Town of Florence will not proceed at this time with adopting Ordinance No. 689-20 to amend the Development Code language as presented.

A VOTE OF YES WOULD MEAN:

A yes vote would mean that the Town of Florence adopts Ordinance No. 689-20 to amend the Development Code language as presented.

FINANCIAL IMPACT:

None

ATTACHMENTS:

Exhibit A - Ordinance No. 689-20
Exhibit B – Proposed Code Amendment with Staff Commentary (for reference only)

ORDINANCE NO. 689-20

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV "LAND USAGE" CHAPTER 150: DEVELOPMENT CODE, ADMINISTRATION AND PROCEDURES SECTIONS 150.000 TO 150.019 AND ADDING SECTIONS 150.020 TO 150.024, AND RELOCATING "PART 1. GENERAL PROVISIONS," SECTIONS 150.080 AND 150.081 TO THE ADMINISTRATION AND PROCEDURES SECTIONS 150.020 AND 150.021, RESPECTIVELY.

WHEREAS, in accordance with A.R.S. 9-462, the legislative body may adopt by ordinance, any change or amendment to the regulations and provisions as set forth in the Development Code of the Town of Florence; and

WHEREAS, a certain document entitled "Text Amendment to the Town of Florence Code of Ordinances Title XV Land Usage Chapter 150: Development Code Administration and Procedures, Sections 150.001 through 150.019 and adding Sections 150.020 to 150.024, and relocating Part 1. General Provisions, Sections 150.080 and 150.081 to the Administration and Procedures Sections 150.020 and 150.021, respectively," one paper copy and one electronic copy on the Town's website which is on file in the Office of the Town Clerk, of the Town of Florence, which document was made a public record by Resolution No 1733-20, is hereby referred to, adopted and made a part hereof as if fully set forth in this Ordinance; and

WHEREAS, notification of this amendment has been published in a local newspaper with general circulation in the Town of Florence, giving fifteen (15) day notice of time, date, and place of public hearing; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission on February 20, 2020; and

WHEREAS, the Planning and Zoning Commission, after having held a public hearing on the case, has forwarded the Mayor and Town Council a favorable recommendation for the text amendment ordinance; and

WHEREAS, the Town Council has determined that it is in the best interest of the residents of Florence to amend the Town of Florence Development Code, Sections 150.000 to 150.024,150.080 and 150.081, such that it is advisable to repeal and replace the aforementioned sections, as further set forth in Exhibit "A", which is attached hereto and incorporated herein by reference; and

WHEREAS, the Town Council has determined that, for the reasons set forth above and for the purpose of protecting the public health, safety and welfare of the residents and visitors of Florence, it is in the best interests of the Town to amend the Code of Ordinances as provided herein.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, AS FOLLOWS:

Section 1. Any proposal for a change in use or construction of new facilities or the modification of existing facilities within the Town shall be subject to the following: Town of Florence Code of Ordinances Title XV Land Usage, Chapter 150 of the Florence Development Code Sections 150.000 to 150.024 “Administration and Procedures,”; the Town's licensing and permit requirements; the Town’s reasonable design review and development standards; the Town's reasonable rates and fees as adopted by the Town; and all other applicable regulatory processes.

Section 2. That Title XV *Land Usage* of the Town of Florence Code of Ordinances is hereby amended by the revisions, additions, deletions, and replacement of the Development Code text as included and on file at the Clerk’s Office and online electronically per Resolution No. 1733-20, Exhibit “A”, and as codified in the Town Code of Ordinances. That a certain document entitled existing Title XV of the Town of Florence Code of Ordinances as amended by Exhibit “A”, one paper copy and one electronic copy of which are on file in the Office of the Town Clerk, are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section 3 of this Ordinance.

Section 3. Exhibit "A" is hereby approved, adopted and incorporated into the Town of Florence Code of Ordinances Title XV Land Usage, Chapter 150 Development Code by reference, as fully as if set forth in this Ordinance in its entirety.

Section 4. Should there be any conflicting provision of the Technical Codes with any other Codes and regulations adopted by the Town of Florence, the more restrictive code requirement shall take precedence.

Section 5. That if any section, subsection, clause, phrase or portion of this Ordinance or any part of the amended and restated Town of Florence Code of Ordinances Title XV is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof. The Town of Florence, Arizona hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections,

subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. That nothing in this legislation or in the text hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed or modified as cited in Sections 2 and 3 of this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence this ___ day of _____, 20___.

_____
Tara Walter, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

_____
Clifford Mattice, Town Attorney

EXHIBIT A

Text Amendment to the Town of Florence Code of Ordinances Title XV Land Usage Chapter 150: Development Code Administration and Procedures Sections 150.001 through 150.019 and adding Sections 150.020 to 150.024 and relocating Part 1. General Provisions Sections150.080 and 150.081 to the Administration and Procedures Sections 150.020 and 150.021, respectively.

Proposed new or relocated text is shown in red, blue or green underline, text with a red, blue or green strike through is proposed for deletion.

TITLE XV: LAND USAGE

Chapter 150: Development Code

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150.~~008~~ 009 Board of Adjustment; appeals

150.~~009~~ 010 Variances

150.~~010~~ 011 Administrative staff

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150.013 Pre-Application Conference

~~150.012 Site plan: Application, content and review~~

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150.~~016~~ 018 Exceptions and modifications

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150.020 ~~150.080~~ Nonconforming use

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150.~~019~~ 022 Citizen review process

150.0~~17~~23 Applications and fees

150.024 Claim for Diminution in Value

Section 150.000 Administration and Procedures (0 Series)

150.001 Title

These regulations shall be known and cited as "The Development Code of the Town of Florence" (hereinafter known as the "Development Code").

(Prior Code, Ch. 4, Art. I, § 4-1) (Ord. 432-06, passed 6-19-2006)

150.002 Purpose

This Development Code of the Town of Florence, Arizona, (hereinafter "town") is hereby adopted for the following purposes:

I. ~~(A) (1)~~ To promote and protect the health, safety and welfare of the residents of the town by:
(A) ~~and to e~~Establishing land use classifications;~~, d~~
(B) Dividing the town into districts;
(C) ~~, i~~Imposing regulations, prohibitions and restrictions for the promotion of health, safety, convenience, aesthetics and welfare;
(D) ~~, g~~Governing the use of land for residential and nonresidential purposes~~, r~~;
(E) Regulating and limiting the height and bulk of buildings and other structures, limiting lot occupancy and the size of yards and other open spaces;~~,~~
(F) E~~e~~stablishing standards of performance and design;~~, a~~
(G) Adopting a map of the districts; and
~~(A)~~(H) ~~, p~~Prescribing penalties for violations of the Code and repealing all codes in conflict therewith.

II. ~~(2)~~ Furthermore, these regulations are deemed necessary to ensure orderly growth and harmonious development of the municipality to:

(A) ~~e~~Ensure adequate traffic circulation through coordinated street systems with relation to major thoroughfares, adjoining subdivisions and public facilities; ~~, a~~

(B) Achieve individual property lots of reasonable utility and livability; ~~,~~

(C) S~~s~~ecure adequate provisions for water supply, drainage, sanitary sewerage and other health requirements; ~~, e~~

(D) Ensure consideration for adequate sites for schools, recreation areas and other public facilities; ~~, p~~ and

(E) Promote the conveyance of land by accurate legal description and to provide logical procedures for the achievement of this purpose.

~~II.~~ In its interpretation and application, the provisions of this Development Code are intended to provide a common ground of understanding and equitable working relationship between public and private interests to the end that both independent and mutual objectives can be achieved in the subdivision of land.

III. ~~(B)~~ This Development Code shall be considered the minimum requirements necessary for the promotion of the general plan as amended from time to time, for the protection of the citizens of the town.

(Prior Code, Ch. 4, Art. I, § 4-2) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

150.003 Effective date, repeal and severability

This chapter shall be in full force and effect from and after July 19, 2006.

(Prior Code, Ch. 4, Art. I, § 4-3) (Ord. 432-06, passed 6-19-2006)

150.004 Enforcement, interpretation and conflict

I. ~~(A)~~*Enforcement.* The Office of ~~Planning Director~~Community Development Director shall have the responsibility for enforcement of this Development Code.

II. ~~(B)~~*Interpretation.* When the provisions of this Development Code are interpreted or applied, they shall be held to be the minimum requirements for the promotion of the public safety, health and general welfare.

III. ~~(C)~~*Conflict.* The provisions of this Development Code are not intended to interfere with, abrogate or annul any code, rule, regulation or permit previously adopted or issued, and not in conflict with any provision of this Development Code, or which shall be adopted or issued pursuant to law relating to the use of building or Code not in conflict with this Development Code; nor is it intended by this Development Code to interfere with, abrogate or annul any easement, covenant or other agreement between parties, except when this Development Code imposes a greater restriction, this Development Code shall control.

(Prior Code, Ch. 4, Art. I, § 4-4) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

150.005 Compliance

No building or land shall be devoted to any use other than a use permitted in the zoning district in which the building or land shall be located, with the exception of the following:

I. ~~(A)~~ Uses lawfully established as of the effective date of this comprehensive amendment, see § 150.019 and 150.020;
II. ~~(B)~~ Analogous uses;
III. ~~(C)~~ Accessory uses customarily incidental to the permitted uses; and
IV. ~~(D)~~ Temporary buildings that are used in conjunction with construction work only may be permitted in any district during the period that the building is being constructed, but the temporary buildings shall be removed upon completion or abandonment of the construction work.

(Prior Code, Ch. 4, Art. I, § 4-5(b)) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

150.006 Injunction

I. ~~(A)~~ *Injunction.* If any building or maintained structure is constructed, reconstructed, altered, repaired, converted or any building, structure or land is used in violation of this Development Code, the town, any owner or tenant of real property affected by the building or structure in question, in addition to other remedies, may institute any appropriate action or proceedings:
   (A) ~~(1)~~ To prevent the unlawful construction, reconstruction, alteration, repair, conversion, maintenance or use;
   (B) ~~(2)~~ To prevent the illegal act, conduct, business or use in or about the premises;
   (C) ~~(3)~~ To prevent occupancy of the building, structure or land whether improved or otherwise; and
   (D) ~~(4)~~ To restrain, correct or abate the violation.
II. ~~(B)~~ When any action is instituted by an owner or tenant, notice of the action shall be served upon the municipality at the time suit is begun by serving a copy of the complaint on the Manager or designee thereof.
III. In any action or proceeding, the court with jurisdiction thereof has the power ~~and in its discretion~~and, in its discretion, may issue a restraining order, or a preliminary injunction, as well as a permanent injunction, upon the terms and under the conditions as will do justice and enforce the purpose of this Development Code.

(Prior Code, Ch. 4, Art. I, § 4-6) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

150.007 Planning and Zoning Commission

See § 32.105 and 32.106.

(Prior Code, Ch. 4, Art. I, § 4-7) (Ord. 432-06, passed 6-19-2006)

150.008 Historic District Advisory Commission

See § 32.070.

(Ord. 689-20, passed X-X-202X)

~~150.008~~150.009 Board of Adjustment; appeals

I. ~~(A)~~ *Creation.* There is hereby created a Board of Adjustment, the membership of which shall consist of the Mayor and Town Council of the town and, the word BOARD when used in

this Development Code, shall mean the Mayor and Council when sitting as the Board of Adjustment.

II. ~~(B)~~ *Meetings, oaths and witnesses.* All meetings of the Board shall be held at the call of the Chairperson and at the other times as the Board may determine. All meetings of the Board shall be open to the public. The Chairperson, or in the Chairperson's absence, the acting Chairperson may administer oaths and compel the attendance of witnesses in accordance with the laws of the state.

III. ~~(C)~~ *Procedure.* The Board shall make and publish rules and regulations to govern its proceedings. The presence of four members shall constitute a quorum. The concurring vote of a majority of the Board shall be necessary to reverse an order or decision of an administrative official, or to ~~effect~~affect any variations from the terms and conditions of this Development Code. The minutes and records of all Board proceedings shall be kept and filed as public record in the office of the Town Clerk. The Board may call on the administrative staff of the municipality for assistance in the performance of its duties, and it shall be the duty of the departments to render the assistance to the Board as may be reasonably required.

IV. ~~(D)~~ *Powers and duties.* The Board of Adjustment shall have the power and jurisdiction to hear those matters set forth in this Development Code.

V. ~~(E)~~ *Appeals of administrative decisions.*

(A) ~~(1)~~ Appeals may be taken to the Board of Adjustment by persons aggrieved or by any officer, department, commission, board or bureau of the municipality affected by a decision of an administrative official within 30 calendar days from the date of the decision. Within this 30-day timeframe, the aggrieved person or body ~~by filing~~shall file with the officer from whom the appeal is taken and with the Town Clerk, a notice of appeal specifying the grounds thereof. The officer from whom the appeal is taken shall forthwith transmit to the Board all papers constituting the record upon which the action appealed from was taken.

(B) ~~(2)~~ An appeal shall stay all proceedings in the matter appealed from, unless the officer from whom the appeal is taken certified to the Board that, by reason of the fact stated in the certificate, the stay would in the officer's opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed, except by a restraining order granted by the Board or by a court of record on application and notice to the officer from whom the appeal is taken. The Board shall fix a reasonable time for hearing the appeal and give notice thereof to the parties in interest and the public.

(Prior Code, Ch. 4, Art. I, § 4-8) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

Cross-reference:

For other town boards and commissions, see Ch. 32

~~150.009~~150.010 Variances

I. ~~(A)~~ *Application.* Application for a variance to property development standards ~~shall be made to the Board of Adjustment in the form of a written application. The application~~ shall be filed with the Office of the Community Development Director ~~Town Clerk~~ upon a form prepared by the Community Development Department pursuant to subsection 150.023 of

this code. The completed application form ~~provided by the Town Clerk, and~~ shall be accompanied by:

(A) ~~(1)~~ Plans. Plans and description sufficient to indicate the nature of the project involved and the proposed use with ~~ground~~ site plan~~s~~ and elevations of all proposed buildings, together with an estimate of cost.

(B) ~~(2)~~ Period of approval. Evidence satisfactory to the Board of Adjustment of the ability and intention of the applicant to proceed with actual construction work in accordance with the plans within six months after issuance of the variance.

II. ~~(B)~~ *Fee.* A filing fee pursuant to the town fee schedule shall accompany each application. If the Board of Adjustment finds that it has no jurisdiction to hear the matter, the filing fee shall not be refunded to the applicant. From the time of filing the application until the time of the hearing, the application and all maps, plans and other accompanying data shall be available for public inspection during office hours at the office of the Town Clerk.

III. ~~(C)~~ *Hearing and notice.* Upon receipt in proper form of any application, the Board of Adjustment shall proceed to hold a public hearing upon the application within 45 calendar days after the filing at which time all persons shall be given an opportunity to be heard. The Board of Adjustment shall cause one notice of the hearing to be published in a newspaper of general circulation in the area of the municipality and shall cause to be posted three notices of hearing, one of which shall be on the subject property and the other two within 300 feet thereof, giving at least ~~ten~~fifteen-days' notice of the hearing, and the time and place where the hearing will be held. The notice, both as published and posted, shall also show the nature of the variance or exception requested and state that anyone wanting to be heard may appear in person or by writing.

IV. ~~(D)~~ *Findings.* A variance from the provisions of this Development Code shall not be authorized unless the Board shall find upon sufficient evidence:

(A) ~~(1)~~ There are special circumstances or conditions applying to the land, building or use referred to in the application which do not apply to other properties in the district;

(B) ~~(2)~~ The special circumstances were not created by the owner or applicant;

(C) ~~(3)~~ The condition or situation of the specific piece of property for which the variance is sought is not of so typical or recurrent a nature as to make reasonably practicable the formulation of a general regulation for the conditions or situations (if, in the Board's opinion, the formulation of a general regulation is more appropriate than a variance, the Board shall table its consideration of the application and communicate to the Council its recommendation for a general regulation; should the Council not act upon the recommendation within 30 calendar days, the Board shall reconsider the application);

(D) ~~(4)~~ The authorizing of the variance is necessary for the preservation and enjoyment of substantial property rights; and

(E) ~~(5)~~ The authorizing of the variance application will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, the neighborhood or the public welfare in general.

V. ~~(E)~~ *Action.* The Board shall prescribe in connection with any variance the conditions, as the Board may deem necessary in order to fully carry out the provisions and intent of this Development Code. The conditions may include, among other things, a limitation of the

time for which the variance shall be valid. Violation of any condition shall be a violation of this Development Code, and the violation shall render the variance null and void.

VI. ~~(F)~~ *Review.* Any person aggrieved by a decision of the Board may, within 30 days after the decision of the Board, and not thereafter, petition the Superior Court to review the Board's decision pursuant to A.R.S. § 9-462.06, as amended, and the Superior Court Rules for Special Actions.

(Prior Code, Ch. 4, Art. I, § 4-9) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

~~150.010~~150.011 Administrative staff

I. ~~(A)~~ *Creation.* There is hereby created the position of ~~Planning Director~~Community Development Director who shall be hired by the town. The ~~Planning Director~~Community Development Director shall be responsible with enforcement of this Development Code. As used in this Development Code, ~~PLANNING DIRECTOR~~Community Development Director shall include staff authorized by the ~~Planning Director~~Community Development Director.

II. ~~(B)~~ *Powers and duties.* The ~~Planning Director~~Community Development Director shall perform the following functions:

(A) ~~(1)~~ Enforce this Development Code by ensuring that all activities, construction and development within the town are in conformance with the town zoning regulations;

(B) ~~(2)~~ Accomplish all administrative tasks required by this Development Code including informing and processing applications for all persons requesting a re-zoning, use permit, plan review, variance, appeal or other action of the Planning and Zoning Commission, Board of Adjustment or Town Council; and

(C) ~~(3)~~ Subject to the policies of the Planning and Zoning Commission and Town Council, interpret this Development Code to members of the public, town departments and other branches of government. Serve as planning staff to the Town Council ~~and~~, Planning and Zoning Commission, Board of Adjustment, Historic District Advisory Commission, and, as necessary, attend meetings of these and other organizations and agencies.

(Prior Code, Ch. 4, Art. I, § 4-10) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

~~150.011~~150.012 Technical Advisory Committee

I. ~~(A)~~ *Creation and composition.* The Technical Advisory Committee (hereinafter "Committee" or "TAC") is created ~~which~~ and shall consist of ~~a maximum of nine members, which may include~~ the Town Manager, ~~Planning Director~~Community Development Director, Building Official, Town Engineer, Senior Planner, Economic Development Director, Fire Chief, Police Chief and the Public Works Director, or their designees. The TAC may also include members of utility companies and agencies impacted by the specific request at hand.

II. ~~(B)~~ *Conflict.* When any Committee member has direct pecuniary or proprietary interest in any matter before the Committee, the member shall be excused and refrain from participating in voting on any matters over which the conflict occurs while being considered by the Committee.

III. ~~(C)~~ *Meetings.* Meetings shall be at the call of the ~~Planning Director~~Community Development Director, or designee, or on an as-needed basis. Minutes showing the actions of the Committee shall be compiled, distributed to Committee members and a copy shall be

kept in the ~~Planning and Zoning~~ Community Development Department. The ~~Planning Director~~Community Development Director, or designee, shall serve as Chairperson to the Committee and a person designated by the ~~Planning Director~~Community Development Director shall serve as Secretary.

IV. ~~(D)~~ Intent. The Committee review of development plans and proposals is intended to provide guidance and direction to a prospective applicant, developer or builder in order to achieve site development that conforms with the town's general plan, Town Code and regulations and its goals for quality development in the community. Technical review is intended to promote safe, attractive, harmonious and compatible development within the town and is, therefore, considered to be in the interest of the public health, safety and general welfare. Complete submittal requirements for technical review are outlined ~~in § 150.015(B)~~for the various applications and procedures referenced throughout this Development Code. Additional information and exhibits may be required to explain the full scope and impacts of a proposal. Additional information and exceptions to the minimum submittal requirements are subject to the discretion of the Community Development Director.

V. ~~(E)~~ *Powers, duties and jurisdiction.* The Committee shall have power to recommend, conditionally recommend or deny any application, not in compliance with this Development Code. The applicant shall be responsible for proving that the intent and purpose of this Development Code and other applicable provisions of the Town Code will be satisfied.

(A) ~~(1)~~ The Committee, upon hearing an application, may impose reasonable conditions to carry out the intent of this Development Code. Violation of any of these conditions shall be considered a violation of this Development Code, and shall render any permit null and void.

(B) ~~(2)~~ Prior to development, construction, remodel, change or alteration of any project subject to technical review, the property owner or designated agent shall secure written approval from the ~~Planning Director~~Community Development Director or designee. Technical review is required for design review applications, multi-family projects, manufactured home subdivisions, recreational vehicle parks, commercial and industrial developments, public facilities, public and private utilities and other uses identified in zoning districts as required by this Development Code

VI. ~~(F)~~ *Review.* The Committee shall review and comment on all residential development which contain four or more dwelling units, commercial or industrial developments ~~which contain four or more dwelling units~~, and businesses or buildings ~~but~~ which do not constitute a subdivision.

~~VII. (G) *Planning Commission review*. Subsequent to the review by the Committee, and prior to submission to the Town Council, all projects requiring technical review shall appear before and present their case to the Planning Commission. The Planning Commission shall forward the case (with its recommendation for approval or denial) and any suggested stipulations and/or changes to the submission to the Town Council for its review.~~

~~VIII. (H) *Town Council review*. Where required by the provisions of this Development Code, or as stipulated to by a Council action on a zoning amendment or otherwise, applications for technical review shall also be submitted to the Town Council for consideration following the required review by the Committee. When Council review and approval is required of the~~

~~applications, the action of the Committee on the project shall constitute only a recommendation. If the Council finds that a site plan does not meet the intent of this Development Code or the review criteria, the Council may disapprove the site plan.~~

~~IX. (I) *Period of approval.* An approved plan shall be valid for a period of 180 days from the date of approval and shall become invalid if a building permit has not been issued in that time. Up to an additional 180 days may be granted by the Planning Director or designee, upon written request of the applicant or Council, when Council review and approval is required.~~

~~X. (J) *Appeal procedure.* An applicant may appeal the decision of the Committee to the Town Council if that appeal is made in writing and filed with the Town Clerk within 60 days of the Committee's written decision. The appeal shall give the reasons for that appeal and the relief requested. The Town Council may affirm, modify or reverse the decision of the Committee. Appeals from a Town Council decision shall be heard by a state court of competent jurisdiction.~~

(Prior Code, Ch. 4, Art. I, § 4-11) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

~~150.012~~150.013 ~~Site Plan: Application, content and review~~ Pre-Application Conference

The pre-application conference stage of the planning approval process is an exploratory period preceding actual preparation of detailed development plans by the applicant. During this time, applicants, developers and builders make their intentions known informally to the town, are advised of specific public objectives related to the proposed development and are given detailed information regarding approval procedures and requirements. At a minimum, the applicant shall submit a site plan (or floor plan for tenant improvements), building elevations, and proposed uses to sufficiently convey the scope of the applicant's intentions for the subject property.

~~I. (A) *Application.* The Town Planning Department shall prescribe the form and content of applications and necessary accompanying data. Application shall be filed with the Planning Director or designee. Applications shall be made by the owner of the property or an agent authorized by a letter from all owners of the property.~~

~~II. (B) *Content.* A site plan shall include the following information:~~

~~(A) (1) *Technical review.* An accurate site plan on a minimum 18-inch by 24-inch sheet (or other as determined by the Planning Director) drawn at an appropriate scale showing the boundaries and dimensions of the site, acreage of the site, a north arrow, existing zoning of the site and contiguous property, dimensions and center-lines of all streets, dimensions of all alleys and easements bounding or touching the site, dimensions from all street center lines to existing curb, gutter, sidewalk, water lines, sewer lines and irrigation lines, location, dimensions, direction and bearing of any major physical features such as railroads or drainage ways and existing topographic contours at intervals of not more than two feet.~~

~~(B) (2) *Development information.* Proposed grading of the site, proposed public dedications, if any, within the site, proposed location, proposed grade, dimensions and use of all buildings, structures and signs to be located on the site.~~

~~(C) (3) *Provisions of services.* Location, quantity and typical stall dimensions of off-street parking and loading facilities, points of ingress to and egress from the site,~~

~~including width of curb cuts, water, sewer, electric, gas and other public and private utility line sizes and locations, internal circulation, refuse collection areas, fire lanes and fire hydrants, off-site improvements and street lighting.~~

~~(D) (4) *Provision of amenities.* Proposed location of open space and recreational facilities on the site, location and type of landscaping, location and height of screen walls and, location and specifications for any other proposed features of development contributing to the use of the site and to the compatibility of the proposed development with the surrounding area.~~

~~(E) (5) *Calculations.* As applicable to the proposed development, calculations shall be tabulated on the map for storm water retention, parking spaces, number of dwelling units, compute density of dwelling units as provided in the town general plan, area of open space, building floor area by category of use and percentage and area of coverage of the site.~~

(Prior Code, Ch. 4, Art. I, § 4-12) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

~~150.013~~150.014 Design Review

I. ~~(A)~~ The purpose of design review is to:

(A) ~~(1)~~ Promote development consistent with the town's codes, policies, guidelines, zoning regulations and overall goals and vision per the town's general plan;

(B) ~~(2)~~ Ensure that development is compatible and in character with the surrounding area;

(C) ~~(3)~~ Provide an opportunity to address site plan, architectural, engineering and other development issues at a preliminary level, as requested by the Technical Advisory Committee, ~~-~~to facilitate the subsequent preparation of construction plans, and to assist in expediting permitting and development activities; and

(D) ~~(4)~~ Allow an opportunity to review the aesthetic and functional aspects of a proposed development or project.

II. ~~(B)~~ Projects within planned unit developments, including single-family homes; multiple-family developments, including condominiums and townhomes; office; commercial; mixed-use; institutional; and industrial projects, are subject to the design review process if any one of the following requirements is met:

(A) ~~(1)~~ Project or development includes new or modified vertical (above grade) development or construction components, including permanent signs, that require a building permit, except as noted in divisions (~~C~~III) and (~~D~~IV) below; and/or

(B) ~~(2)~~ Project includes new or modified horizontal project components, such as parking areas, driveways, circulation areas, landscape areas, outdoor storage areas, retention basins, parks and/or similar site elements, except as noted in divisions (~~C~~III) and (~~D~~IV) below.

III. ~~(C)~~ Grading plans, civil improvement plans, underground utility installations and similar projects, as may be determined by the ~~Planning Director~~Community Development Director, are exempt from the design review process.

IV. ~~(D)~~ Interior remodels or tenant improvements that do not alter the exterior dimensions or physical appearance of a structure and/or the historical integrity of a structure within the town's historic district, are exempt from the design review process.

V. (E) Applications for design review shall be submitted to the Planning Community Development Department and shall contain, where applicable:

(A) (1) Completed design review application forms and fee;

(B) (2) Site plan showing all existing and proposed improvements; rights-of-way; and easements;An accurate site plan on a minimum 24-inch by 36-inch sheet (or other as determined by the Community Development Director) drawn at an appropriate scale showing the boundaries and dimensions of the site, acreage of the site, a north arrow, existing zoning of the site and contiguous property, dimensions and center-lines of all streets, dimensions of all alleys and easements bounding or touching the site, dimensions from all street center lines to existing curb, gutter, sidewalk, water lines, sewer lines and irrigation lines, location, dimensions, direction and bearing of any major physical features such as railroads or drainage ways and existing topographic contours at intervals of not more than two feet, or in a manner acceptable to the Community Development Director;

(C) (3) Parcel data, including parcel number and/or legal description; lot dimensions; setbacks; floor area ratio; building heights; lot coverage; and other relevant data Aas applicable to the proposed development., cCalculations shall be tabulated on the map for storm water retention, parking spaces, number of dwelling units, compute density of dwelling units as provided in the town general plan, area of open space, building floor area by category of use and percentage and area of coverage of the site.;

(D) (4) Building elevations;

(E) (5) Conceptual landscape plan Proposed location of open space and recreational facilities on the site, location and type of landscaping, location and height of screen walls and, location and specifications for any other proposed features of development contributing to the use of the site and to the compatibility of the proposed development with the surrounding area.;

(F) (6) Preliminary grading and drainage plan for site and development context Proposed grading of the site,showing all proposed public dedications, if any, within the site,. Site plan shall also include the proposed location, proposed grading and drainage, dimensions and use of all buildings, structures and signs to be located on the site.;

(G) (7) Materials and colors exhibits;

(H) (8) Signage plan;

(I) (9) Applicable utility informationLocation, quantity and typical stall dimensions of off-street parking and loading facilities, points of ingress to and egress from the site, including width of curb cuts, water, sewer, electric, gas and other public and private utility line sizes and locations, internal circulation, refuse collection areas, fire lanes and fire hydrants, off-site improvements and street lighting.; and

(J) (10) Other ancillary documentation required to complete the review as supported by applicable town code and guidelines.

VI. (F) Town staff shall review the design review application for the following:

(A) (1) The proposed development complies with all provisions of this Development Code and all other ordinances, master plans, general plans, guidelines, goals, objectives and standards of the town;

(B) ~~(2)~~ Building heights, building locations, access points and parking areas of the proposed development will not negatively impact adjacent properties or the surrounding neighborhood;

(C) ~~(3)~~ The proposed development promotes a functional relationship of structures to one another, to open spaces and to topography, both on the site and in the surrounding neighborhood;

(D) ~~(4)~~ The height, location, materials, color, texture, area, setbacks and mass, as well as parts of any structure (buildings, walls, signs and lighting) and landscaping is appropriate to the development, the neighborhood and the community;

(E) ~~(5)~~ Ingress, egress, internal and external traffic circulation, off-street parking facilities, loading and service areas, and pedestrian ways are designed as to promote safety and convenience;

(F) ~~(6)~~ The architectural character of the proposed structure is in harmony with, and compatible to, structures in the neighboring environment and the architectural character desired for the town; avoiding excessive variety or monotonous repetition; and

(G) ~~(7)~~ All mechanical equipment, appurtenances and utility lines are concealed from view and integral to the building and site design.

VII. ~~(G)~~ Town staff will review the design review application materials ~~and will~~to determine ~~whether~~ if the design review application ~~shall be reviewed by~~falls within the final decision making authority of the town staff for an administrative decision, or if the application ~~forwarded to~~requires final action by the Planning and Zoning Commission and/or the Historic District Advisory Committee.

VIII. ~~(H)~~ Design review applications reviewed administratively by town staff shall include applications for:

(A) ~~(1)~~ Standard architectural plans for single-family, two family, and three-family attached production homes, a~~A~~ttached signs, except where required by the planned unit development or comprehensive sign plan or within the historic district;

(B) ~~(2)~~ Landscaping, parks and recreational fields, except for commercial recreational facilities; and/or

(C) ~~(3)~~ Projects on less than one acre and/or involving less than 10,000 square feet of floor/building area, except for projects within the historic district.

IX. ~~(I)~~ Design review applications can be approved, approved with conditions, or denied. Design review decisions rendered by town staff are administrative and can be appealed within 15 calendar days from the date of the decision, to the Planning and Zoning Commission.

X. ~~(J)~~ A ~~Design~~ design review application~~s~~ that ~~are ineligible for staff review or staff reviewed~~receive an administrative ~~design review~~ determination~~cisions~~ are subject to appeal pursuant to subsection IX above, and shall be forwarded for consideration and recommendation to the Planning and Zoning Commission. The Planning and Zoning Commission shall hear the application at a scheduled meeting, shall review the findings of staff, and shall either:

(A) ~~(1)~~ Approve the application;

(B) ~~(2)~~ Deny the application; or

(C) ~~(3)~~ Approve the application with conditions.

XI. ~~(K)~~ If the application is found to be lacking, or in noncompliance with any of the items of this Development Code, and adequate resolution cannot be ensured by the applicant, the application shall be denied, and the applicant shall be provided a written response by the ~~Planning~~ Community Development Department, stating the reasons for denial. The applicant may appeal the Planning and Zoning Commission's decision to the Council within 15 calendar days of the decision. The appeal letter shall describe the unresolved issues and describe what design solutions are proposed by the applicant. The applicant shall be notified of the date of the Town Council meeting to consider the appeal a minimum of 15 calendar days prior to the public meeting. The decision of the Town Council shall be final.

(Prior Code, Ch. 4, Art. V, § 4-461) (Ord. 432-06, passed 6-19-2006; Ord. 605-13, passed 2-3-2014) (Ord. 689-20, passed X-X-202X)

~~150.014~~150.015 Zone changes; amendments

I. ~~(A)~~ *Intent.* Regulations set forth in this Development Code and boundaries of zoning districts established by the town may be amended, supplemented, changed, modified or repealed when deemed necessary to best serve the public interest, health, comfort, convenience, safety and general welfare of the citizens of the town.

II. ~~(B)~~ *Review.* Upon receipt of an application for an amendment, including requests for use permits and special use permits, the ~~Planning Director~~Community Development Director or designee, shall review the application for completeness and applicability to this Development Code and the general plan, comment on the proposal and shall adhere to the posting and publication requirements required by state law, including compliance with the citizen review process provided in § 150.~~019~~022, prior to the public hearing before the ~~Planning Commission~~Planning and Zoning Commission. Requests for amendments shall be considered by the ~~Planning Commission~~Planning and Zoning Commission for the purpose of making a written recommendation, which shall, after holding a public hearing at which parties of interest and citizens have been heard, include the reasons for the recommendations to the Mayor and Council.

(A) ~~(1)~~ The Town Council may adopt the recommendation of the Commission without holding a second public hearing if there is no objection, request for public hearing or other protest.

(B) ~~(2)~~ The Town Council shall hold a public hearing if requested in writing by the applicant, or by any person appearing in opposition at the Commission hearing, or by any person who has filed a written protest, in accordance with state law.

(C) ~~(3)~~ If an application for amendment is denied by Council, or the application is withdrawn after Commission hearing, the Commission shall not consider an application for the same amendment within one year from the date of the original hearing.

III. ~~(C)~~ *Adoption.* Adoption of an amendment may be subject to the conditions as the Council deems applicable to enforce this Development Code. If one condition is a schedule for development of specific uses for which zoning is requested, and at expiration of that period the property has not been developed according to the schedule, it may be reverted to its former zoning classification by the Town Council.

IV. ~~(D)~~ *Application.* An application for an amendment shall be filed and signed by:

(A) ~~(1)~~ The owner of the property;

(B) ~~(2)~~ One or more of several joint owners of property whose ownership constitutes a majority interest in the property;

(C) ~~(3)~~ Seventy-five percent or more of the owners of property in the area to be affected, when the application affects more than one property; or

(D) ~~(4)~~ An agent of any property owner(s) authorized to sign as above, when the authority of the agent is in writing and filed with the application.

V. ~~(E)~~ *Protests.* If the owners of 20% or more of ~~either the area of the lots included in a proposed ordinance or zoning map change, or those immediately adjacent in the rear or any side extending 150 feet therefrom, or those directly opposite extending 150 feet from the street frontage of opposite lots,~~ the property by area and number of lots, tracts and condominium units within the Zoning Area of the affected property file a protest in writing against a proposed ordinance amendment, the amendment shall not become effective except by favorable vote of three-fourths of the Council. If any member of the Council is unable to vote because of a conflict of interest, then the required number of votes shall be three-fourths of the remaining Council members (provided that required number of votes shall not be less than a majority of the full Council). For the purposes of this subsection, the vote shall be rounded to the nearest whole number.

VI. ~~(F)~~ *Annexation.* Areas, when annexed to the town, shall, until officially zoned by the Council, be considered to be zoned to densities and uses no greater than those permitted by the county immediately prior to the annexation.

(Prior Code, Ch. 4, Art. I, § 4-13) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

~~150.015~~150.016 ~~Exceptions and modifications.~~ Conditional Use Permits

I. ~~(A)~~ *Purpose.* Because there are some uses, which may be beneficial to have within certain zones, and because these uses may not be completely compatible with adjoining or nearby permitted uses if not specifically controlled, this division permits these uses after certain conditions have been met. The process outlined here will allow the Planning and Zoning Commission and Council to review and approve or disapprove applications for these uses. It will also allow for the modification of an application, if desired, to make it more harmonious and compatible with adjoining and/or nearby uses.

II. ~~(B)~~ *Permitted uses.* Only those uses listed in the conditional use section of each zone, or as otherwise specified in this Development Code, shall be permitted under the process provided for by this division.

III. ~~(C)~~ *Application.* Application for a conditional use permit shall be made by a property owner or authorized agent upon forms provided by the municipality. All information requested on the application form must be completed before the application will be processed.

IV. ~~(D)~~ *Public hearing.* After receipt of a completed application form under this division, including filing fee and list of property owners within 300 feet of the property, items shall be placed on the Planning and Zoning Commission's agenda for public hearing within 60 days after receipt of the application.

V. ~~(E)~~ *Notice.* Notice of the public hearing before the Planning and Zoning Commission shall be given in the manner established in § 150.~~014~~015. In proceedings that are not initiated by

the property owner, notice of the public hearing shall also be mailed to the owners of property within 300 feet of the subject property boundary, as recorded with Pinal County. This mailing shall occur at least 15 days prior to the public hearing.

VI. ~~(F)~~ *Action by Commission.* Within 35 calendar days of the public hearing under this division, the Planning and Zoning Commission shall recommend approval, approval with conditions or disapproval of the application. Notice of the recommendation shall be sent to the Council and the applicant.

VII. ~~(G)~~ *Review.* In reviewing an application for a conditional use permit, the Planning and Zoning Commission shall consider:

(A) ~~(1)~~ The site of the proposed use and the surrounding land uses;

(B) ~~(2)~~ Access to the site; and

(C) ~~(3)~~ The impact on adjoining and surrounding property if the application is approved.

VIII. ~~(H)~~ *Conditions.* In making its recommendation, the Planning and Zoning Commission may include conditions which are deemed necessary to protect the public health, safety and general welfare. These conditions may include, but are not limited to:

(A) ~~(1)~~ Regulation of use;

(B) ~~(2)~~ Special yard requirements;

(C) ~~(3)~~ Special buffers, fences or walls;

(D) ~~(4)~~ Special parking areas;

(E) ~~(5)~~ Street dedications and/or improvements or appropriate bonds;

(F) ~~(6)~~ Regulation of access points;

(G) ~~(7)~~ Sign restrictions;

(H) ~~(8)~~ Required maintenance of yard;

(I) ~~(9)~~ Regulations of odors, noise, light or other special environmental factors;

(J) ~~(10)~~ Restrictions of hours of activity;

(K) ~~(11)~~ Duration of use;

(L) ~~(12)~~ Completion of development; and

(M) ~~(13)~~ Other conditions which will make the proposed use more compatible and harmonious with the surrounding land uses. In no case, however, shall these conditions be less restrictive than those found in the existing zoning classification.

IX. ~~(I)~~ *General requirements.* In addition to any of the above special conditions, the Planning and Zoning Commission and Council shall impose the following general requirements on every conditional use permit which is granted:

(A) ~~(1)~~ No conditional use approval shall be final until all conditions imposed have been met;

(B) ~~(2)~~ All of the special conditions shall constitute restrictions which run with the land and which shall be binding upon the owner of the land, successors or assigns;

(C) ~~(3)~~ The special conditions imposed by the Planning and Zoning Commission and/or Council shall be consented to in writing by the applicant prior to issuance of a conditional use permit; and

(D) ~~(4)~~ The resolution of the Council granting the application together with all consent forms shall be recorded by the Recorder of the county.

X. ~~(J)~~ *Action by Council.* Upon receipt of a recommendation under this division from the Planning and Zoning Commission, the Council shall approve, approve with conditions or

deny the application. Before acting on the application, the Council may hold a public hearing on the application. If it does, notice of the hearing will be in compliance with § 150.~~014~~015. If it does or does not hold a public hearing, the Council will approve, approve with conditions or disapprove the application within 30 days of receiving a recommendation from the Planning and Zoning Commission.

XI. ~~(K)~~ *Protests.* If written protests are received to an application filed under this Development Code, the regulations of § 150.~~014~~015(~~E~~V.) shall apply.

XII. ~~(L)~~ *Revocation.* The Council, acting on the recommendation of the Planning and Zoning Commission or on its own, may revoke any conditional use permit for noncompliance with any of the conditions set forth in the resolution granting the permit. This revocation shall occur by resolution of the Council after a public hearing, notice for which shall be in accordance with § 150.~~014~~015. Written notice of the possibility of revocation shall be mailed to the applicant or successor not less than 30 days prior to the Council meeting at which the issue will be discussed. The revocation of a conditional use permit shall have the effect of denying all rights and privileges granted by the approval of the conditional use permit.

XIII. ~~(M)~~ *Time limit.* If an established time limit for development expires or if a time limit for the duration of the carrying on of the conditional use has been established as a ~~of the~~ condition of approval, the permission for the use shall be considered to be revoked upon the date of expiration without any notification to the applicant or successor.

XIV. ~~(N)~~ *Alteration of structures.* Any proposed changes, either additions, enlargements or modifications of the structures approved in any conditional use permit or any proposed extension of the uses into areas approved in any permit shall follow the same process as outlined in this division. No building permit for any change shall be issued unless the Council has approved the change.

(Prior Code, Ch. 4, Art. I, § 4-14) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

150.017 Temporary Use Permits

I. *Purpose.* Because there are certain uses intended to be temporary in nature, this section establishes a process for review and approval of certain uses that are intended to be a limited duration of time and will not permanently alter the character or physical facilities of the site where they occur. The process outlined here will allow the Community Development Director and the Planning and Zoning Commission to review and approve or disapprove applications for temporary uses. It will also allow for the modification of an application, if desired, to make it more harmonious and compatible with adjoining and/or nearby uses.

II. *Permitted uses.* Only those uses listed in the temporary use section of each zone, or as otherwise specified in this Development Code, shall be permitted under the process provided for by this division.

III. *Permit Procedures.*

(A) *Application.* Application for a temporary use permit shall be made by a property owner or authorized agent upon forms provided by the municipality. All information requested on the application form must be completed before the application will be processed.

Applicant may apply for approval of a temporary use not less than 45 days before the use is intended to begin accompanied by payment of the required fee.

(B) *Required Findings.* The decision-making authority (Community Development Director, Planning and Zoning Commission, or Town Council, as applicable) may approve an application for a Temporary Use Permit to allow a temporary use for a period of time, only upon making all of the following findings:

(1) The proposed use will not unreasonably affect or have a negative impact on adjacent properties, their owners and occupants, or the surrounding neighborhood, and will not in any other way constitute a nuisance or be detrimental to the health, safety, peace, comfort, or general welfare of persons residing or working in the area of such use or to the general welfare of the Town;

(2) The proposed use is consistent with a land use permitted by the present Zoning District within which the site is located, or a land use considered permitted by a Zoning District listed in the General Plan as being consistent with the General Plan land use designation of the site;

(3) The proposed use will not unreasonably interfere with pedestrian or vehicular traffic or circulation in the area surrounding the proposed use, and will not create a demand for additional parking that cannot be safely and efficiently accommodated by existing parking areas; and

(4) Appropriate controls are in place that will ensure the premises will be kept clean, sanitary, free of litter, and all circulation and parking surfaces will include a suitable dust-controlled surface.

(C) *Approvals.* The Community Development Director may approve an application for a Temporary Use Permit to allow a temporary use for a period of time not to exceed 45 days. All temporary use requests for a period of time exceeding 45 days may be approved by the Planning and Zoning Commission. Temporary Use Permits shall be valid for a maximum period of two years.

(D) *Conditions*. In approving a Temporary Use Permit, the decision-making authority may impose reasonable conditions deemed necessary to achieve the findings for a Temporary Use Permit listed above, including but not limited to:

(1) Regulation of vehicular ingress and egress and traffic circulation;

(2) Regulation of dust control surfaces;

(3) Regulation of lighting;

(4) Regulation of solid waste removal;

(5) Regulation of hours, total number of events/duration for the permit, and other characteristics of operation;

(6) Submission of final plans to ensure compliance with conditions of approval;

(7) Requirement of bonds or other guarantees for cleanup or removal of structure or equipment; and

(8) Such other conditions as the decision-making authority may deem necessary to carry out the intent and purpose of this section.

(E) *Appeals.* The Director's decision may be appealed to the Planning and Zoning Commission if a written request from the applicant is received by the Community Development Department within 15 calendar days after the Director's final decision is

rendered. Appeals will be heard, and a final decision will be rendered by the Planning and Zoning Commission at their next regular meeting after seven (7) calendar days from receipt of the appeal. The Planning and Zoning Commission's decision may be appealed to the Town Council if a written request from the applicant is received by the Community Development Department within 15 calendar days after the Commission's final decision. Council's consideration of the appeal will be scheduled at a time to be determined by the Town Clerk.

IV. *Notice.* Notice of the proposed Temporary Use Permit shall be posted on the subject property for a period of 15 days prior to the date scheduled for final decision of the request. Notice shall also be mailed to property owners within 300 feet of the property boundaries proposed for the Temporary Use. Additional notification may be required at the Community Development Director's discretion.

V. *Revocation.* The decision-making authority may revoke any Temporary Use Permit for noncompliance with any of the conditions set forth in granting the permit. This revocation shall occur after a public hearing, notice for which shall be in accordance with §150.015. Written notice of the possibility of revocation shall be mailed to the applicant and property owner not less than 30 days prior to the meeting at which the issue will be discussed. The revocation of a Temporary Use Permit shall have the effect of denying all rights and privileges granted by the approval of the use permit.

VI. *Time limit.* If an established time limit for the Temporary Use Permit expires or if a time limit for the duration of the carrying on of the use has been established as a of the condition of approval, the permission for the use shall be considered to be revoked upon the date of expiration without any notification to the applicant.

VII. *Effective Dates.*

(A) *Permit Period 45 Days or Less*. A Temporary Use Permit issued for 45 days or less shall become effective on the date the permit is approved by the decision-making authority.

(B) *Permit Period More than 45 Days*. A Temporary Use Permit for more than 45 days shall become effective seven days from the date the permit is approved by the decision-making authority.

(Ord. 689-20, passed X-X-202X)

~~150.016~~150.018 ~~Applications and fees.~~ Exceptions and modifications

Regulations specified in this Development Code shall be subject to the following exceptions, modifications and interpretations:

I. ~~(A)~~ *Extension of time.* Under special conditions, the Council may grant extensions of time unless otherwise set forth in this Development Code.

II. ~~(B)~~ *Use of existing lots of record.* In any district where dwellings are permitted, a single-family dwelling may be located on any lot or plot of official record that existed on the effective date of this Development Code, which does not meet area and/or width requirements of this Development Code.

III. ~~(C)~~ *Structures permitted above the height limit.* Building height limitations of this Development Code may be modified as follows: public, semi-public or public service

buildings, sanitariums, schools, churches and temples, when permitted in a district, may have the applicable height limit waived by the Town Council, provided that each setback is increased one foot for each foot of additional building height above the height limit otherwise provided in that district.

IV. ~~(D)~~ *Area requirements.* In any residential district where neither the public water supply nor public sanitary sewer is accessible, lot area and frontage requirements shall be consistent with county or state health requirements and meet the minimum requirements of the zone district in which it is located.

V. ~~(E)~~ *Other exceptions to yard requirements.* Every part of a required yard shall be open to the sky, unobstructed by any structure, except for permitted accessory buildings, and except for ordinary projections of sills, bay windows, cornices and other features permitted elsewhere in this Development Code.

VI. ~~(F)~~ *Mixed-use yard requirements.* When buildings are erected containing two or more uses housed vertically, required side yards for the first floor use shall control.

(Prior Code, Ch. 4, Art. I, § 4-15) (Ord. 432-06, passed 6-19-2006)

~~150.017~~150.019 Building Permits and Certificates of Occupancy

Neither building permits nor certificates of occupancy may be issued until the use of building(s) and land conforms with this Development Code and all other applicable codes and ordinances.

(Prior Code, Ch. 4, Art. I, § 4-17) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

~~I. (A) *Applications.* Applications for use permits, appeals, variances, amendments and design review shall be made in the Office of the Planning Director on forms provided. Applications shall contain the following information supplied by the applicant:~~

~~(A) (1) *Vicinity ownership map.* Drawn to scale, at least eight and one-half inches by 11 inches, showing all parcels adjacent to and surrounding the property within a radius of 150 feet from exterior boundaries.~~

~~(B) (2) *Ownership lists.* Typed in the form of mailing labels, containing complete names and mailing addresses of owners and parcel designations within a radius of 300 feet of the boundaries of the property.~~

~~(C) (3) *Plot plan.* Drawn to scale, at least eight and one-half inches by 11 inches by 17 inches, or as otherwise required by this Development Code, showing dimensions of the property, name and width of the internal and abutting streets, roads or alleys and existing buildings, fences and easements (with distances to property lines).~~

~~(D) (4) *Legal description of property.* Either lot or tract of a recorded subdivision, or metes and bounds description prepared by a registered Engineer and licensed land surveyor and map of the same.~~

~~(E) (5) *Letter of explanation.* Explaining the nature and intent of the proposed development, reasons justifying the request and expected effects upon surrounding neighborhoods and the town at- large.~~

~~(F) (6) *Additional materials.* Development plans, elevations, maps and other materials may be required (in accordance with other stipulations of this Development Code).~~

~~II. (B) *Fees.* Fees for all matters pertinent to the administration of this Development Code will be set from time to time by resolution of the Town Council, including but not limited to the following:~~

~~(A) (1) General plan amendment;~~

~~(B) (2) Request for re-zoning or special use;~~

~~(C) (3) Code text amendment;~~

~~(D) (4) Design review;~~

~~(E) (5) Appeal of site plan decision to Town Council;~~

~~(F) (6) Amendment to an approved site plan;~~

~~(G) (7) Use permit;~~

~~(H) (8) Variance;~~

~~(I) (9) Code interpretation;~~

~~(J) (10) Extension of re-zoning, special use, use permit or variance;~~

~~(K) (11) Continuance of application hearing at applicant's request;~~

~~(L) (12) Landscape plans review;~~

~~(M) (13) Landscape inspection fee;~~

~~(N) (14) Right-of-way and easement abandonment fee; and~~

~~(O) (15) Annexation initiated by land owner.~~

~~III. (C) *Refunds.* Application fees shall not be refundable.~~

~~(Prior Code, Ch. 4, Art. I, § 4-16) (Ord. 432-06, passed 6-19-2006)~~

~~150.018~~150.020 ~~Building Permits and Certificates of Occupancy~~ ~~150.080~~ Nonconforming use

I. ~~(A)~~ Continuance of use of land; abandonment. The lawful use of land existing on July 19, 2006, although not conforming to the provisions hereof for the land, may be continued, but if the nonconforming use is abandoned, and a nonconforming use discontinued for a period of three months, it is presumed abandoned, then any future use of the land shall be in conformity with the provisions of this Development Code.

II. ~~(B)~~ Continuance of use of building or land. The lawful use of a building or land existing on July 19, 2006 may be continued, although the use does not conform with the provisions of this Development Code for the building or land and the use may be continued providing only reasonable repairs and alterations are made. Whenever a nonconforming use of a building or land has been changed to a more restricted use or to a conforming use, the use shall not thereafter be changed to a less restricted use or a nonconforming use.

III. ~~(C)~~ Abandonment of use of building or land. In the event that a nonconforming use of any building is abandoned, and a nonconforming use discontinued for a period of three months is presumed abandoned, then any future use of the building or land shall be in conformity with the provisions of this Development Code.

(Prior Code, Ch. 4, Art. IV, § 4-91) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

~~Neither building permits nor certificates of occupancy may be issued until the use of building(s) and land conforms with this Development Code and all other applicable codes and ordinances.~~

~~(Prior Code, Ch. 4, Art. I, § 4-17) (Ord. 432-06, passed 6-19-2006)~~

~~150.019~~150.021 ~~Citizen Review Process~~ 150.081 Enlargement of building or land; destruction

I. ~~(A)~~ Enlargement, extension, reconstruction or structural alteration of building or land. No existing building or land designed, arranged or intended for or devoted to a use not permitted under the regulations of this Development Code for the district in which the building or land is located shall be enlarged, extended, reconstructed or structurally altered unless the building and the enlargement, extension, reconstruction and structural alterations, and further use hereof, conform in every respect with the regulations specified by this Development Code for the district in which the building or land is located, provided nothing herein shall prohibit any reasonable repairs or alterations in a building or land used for the existing purposes.

II. ~~(B)~~ Destruction of building ~~or land~~. If at any time any building ~~or land~~ in existence or maintained on July 19, 2006, which does not conform to the regulations for the district in which it is located, shall be destroyed by fire, explosion, during modification, remodeling, renovation or acts of God or acts of the public enemy to the extent of 50% of its value as determined by three competent appraisers, then and without further action by the Council, the building ~~and the land on which the building was located or maintained~~ shall from and after the date of the destruction be subject to all the regulations specified by this Development Code for the district in which the land and building are located.

(Prior Code, Ch. 4, Art. IV, § 4-92) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

~~III. (A) Neighborhood meeting. Prior to any public hearing, as required under § 150.014, on any application for any zoning ordinance that changes any property from one zoning district to another, a use or special use permit application that imposes any regulation not previously imposed, or that removes or modifies any regulation previously imposed, the Planning Director or designee, shall require the applicant to conduct a neighborhood meeting or an acceptable alternative prior to a public hearing to consider the proposal. A written notice of the application shall be mailed to all adjacent landowners of the property that is subject to a re-zoning, use or special use permit application and to the other persons as the Planning Director or designee reasonably determines to be other potentially affected citizens. In determining the number of potentially affected citizens, the Planning Director or designee, shall review the density and intensity of residential development in the general vicinity, the existing street system and other factors that may be related to the zoning or use permit's impact on the character of the neighborhood.~~

~~IV. (B) Written notice. The written notice shall also include a general explanation of the substance of the proposed re-zoning, use permit or special use permit application and shall state the date, time and place scheduled for a neighborhood meeting, at which any adjacent landowner(s) or those other potentially affected citizens, will be provided a reasonable opportunity to express any issues or concerns that the landowner or citizen may have with the proposed zoning or use permit application.~~

~~V. (C) Publication. At the discretion of the Planning Director, written notice shall be given at least 15 days before the neighborhood meeting in at least one of the following methods:~~

~~(A) (1) The notice shall be published once in a newspaper of general circulation published or circulated in the town.~~

~~(B) (2) The notice shall be posted upon the sign required in § 150.014 unless waived by the Planning Director or designee.~~

~~(C) (3) The notice shall be mailed in accordance with the same procedures, and delivered in accordance with the provisions of § 150.014.~~

~~VI. (D) *Time, date and location.* The Planning Director, upon consultation with the applicant, shall establish a time, date and place for the neighborhood meeting that provides a reasonable opportunity for the applicant, adjacent landowners and those other potentially affected citizens to discuss and express their respective views concerning the application and any issues or concerns that they may have with the zoning or re-zoning ordinance and use permit proposed by the application. The Planning Director or designee shall attend the meeting, but is not required to conduct the meeting. The Planning Director or designee shall report the results of the neighborhood meeting to the Planning and Zoning Commission and Mayor and Town Council at the time as they take action on the application.~~

(Prior Code, Ch. 4, Art. I, § 4-18) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

150.022 Citizen Review Process

I. *Neighborhood meeting.* Prior to any public hearing, as required under § 150.015, on any application for any zoning ordinance that changes any property from one zoning district to another, a use or conditional ~~special~~ use permit application that imposes any regulation not previously imposed, or that removes or modifies any regulation previously imposed, the Community Development Director or designee, shall require the applicant to conduct a neighborhood meeting or an acceptable alternative prior to a public hearing to consider the proposal. A written notice of the application shall be mailed to all adjacent landowners of the property that is subject to a re-zoning, use or special use permit application and to the other persons as the Community Development Director or designee reasonably determines to be other potentially affected citizens. In determining the number of potentially affected citizens, the Community Development Director or designee, shall review the density and intensity of residential development in the general vicinity, the existing street system and other factors that may be related to the zoning or use permit's impact on the character of the neighborhood.

II. *Written notice.* The written notice shall also include a general explanation of the substance of the proposed re-zoning, use permit or special use permit application and shall state the date, time and place scheduled for a neighborhood meeting, at which any adjacent landowner(s) or those other potentially affected citizens, will be provided a reasonable opportunity to express any issues or concerns that the landowner or citizen may have with the proposed zoning or use permit application.

III. *Publication.* At the discretion of the Community Development Director, written notice shall be given at least 15 days before the neighborhood meeting in at least one of the following methods:

(A) The notice shall be published once in a newspaper of general circulation published or circulated in the town.

(B) The notice shall be posted upon the sign required in § 150.015 unless waived by the Community Development Director or designee.

(C) The notice shall be mailed in accordance with the same procedures, and delivered in accordance with the provisions of § 150.015.

IV. *Time, date and location.* The Community Development Director, upon consultation with the applicant, shall establish a time, date and place for the neighborhood meeting that provides a reasonable opportunity for the applicant, adjacent landowners and those other potentially affected citizens to discuss and express their respective views concerning the application and any issues or concerns that they may have with the zoning or re-zoning ordinance and use permit proposed by the application. The Community Development Director or designee shall attend the meeting, but is not required to conduct the meeting. The Community Development Director or designee shall report the results of the neighborhood meeting to the Planning and Zoning Commission and Mayor and Town Council at the time as they take action on the application.

(Prior Code, Ch. 4, Art. I, § 4-18) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

150.023 Applications and fees

I. *Applications.* Applications for use permits, appeals, variances, amendments and design review shall be made in the Office of the Community Development Director on forms provided. Applications shall contain the following information supplied by the applicant:

(A) *Vicinity ownership map.* Drawn to scale, at least eight and one-half inches by 11 inches, showing all parcels adjacent to and surrounding the property within a radius of 150 feet from exterior boundaries.

(B) *Ownership lists.* Typed in the form of mailing labels, containing complete names and mailing addresses of owners and parcel designations within a radius of 300 feet of the boundaries of the property.

(C) *Plot plan.* Drawn to scale ~~on eight and one-half 24 17 by 36 inch sheet(s), or as otherwise required by this Development Code,~~ showing dimensions of the property, name and width of the internal and abutting streets, roads or alleys and existing buildings, fences and easements (with distances to property lines).

(D) *Legal description of property.* Either lot or tract of a recorded subdivision, or metes and bounds description prepared by a registered Engineer or licensed land surveyor and map of the same.

(E) *Letter of explanation.* Explaining the nature and intent of the proposed development, reasons justifying the request and expected effects upon surrounding neighborhoods and the town at- large.

(F) *Additional materials.* Development plans, elevations, maps and other materials may be required (in accordance with other stipulations of this Development Code).

II. *Fees.* Fees for all matters pertinent to the administration of this Development Code will be set from time to time by resolution of the Town Council, including but not limited to the following:

(A) General plan amendment;

(B) Request for re-zoning or special use;

(C) Code text amendment;

(D) Design review;

(E) Appeal of site plan decision to Town Council;

(F) Amendment to an approved site plan;
(G) Use permit;
(H) Variance;
(I) Code interpretation;
(J) Extension of re-zoning, special use, use permit or variance;
(K) Continuance of application hearing at applicant's request;
(L) Landscape plans review;
(M) Landscape inspection fee;
(N) Right-of-way and easement abandonment fee; and
(O) Annexation initiated by land owner.

III. *Refunds.* Application fees shall not be refundable.

(Prior Code, Ch. 4, Art. I, § 4-16) (Ord. 432-06, passed 6-19-2006) (Ord. 689-20, passed X-X-202X)

150.024 Claim for Diminution in Value pursuant to A.R.S. §12-1134

I. *Filing of claim*. All claims for diminution in value pursuant to A.R.S. § 12-1134 shall be filed with the Town Clerk on a form prescribed by the Town.

II. Review. After a claim is filed, Town staff shall review the claim to determine whether the enactment or application of a land use law has diminished the value of the claimant's property. A certified land appraiser, economist, or other qualified expert may be consulted to determine the amount of the diminishment of value, if any.

III. Staff recommendation. The Community Development Director shall prepare a recommendation to the Town Council to deny the claim, pay compensation for diminishment in value or rescind or modify the land use regulation.

IV. *Town Council determination*. Within 90 days of the filing of the claim, Town Council shall make a determination whether to deny the claim, pay compensation, modify or rescind the land use law or its application to the claimant's property. The Town Council's determination shall be made in writing and a copy shall be provided to the claimant. Any rescission or modification of the application of a land use law to an individual property shall be recorded against the property in the office of the Pinal County Recorder.

V. Satisfaction of Notice of Claims requirements. Filing a claim pursuant to this Section shall be deemed to satisfy the requirements set forth in A.R.S. § 12-821.01 for filing an administrative claim against the Town.

(Ord. 689-20, passed X-X-202X)

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 8b.**
MEETING DATE: April 6, 2020 **DEPARTMENT**: Administration **STAFF PRESENTER:** Lisa Garcia, Deputy Town Manager/ Town Clerk **SUBJECT:** Ordinance No. 692-20: Regulation of Mobile Food Units		☒ **Action** ☐ **Information Only** ☐ **Public Hearing** ☐ **Resolution** ☒ **Ordinance** ☐ **Regulatory** ☐ **1st Reading** ☒ **2nd Reading** ☐ **Other**
STRATEGIC PLAN REFERENCE: ☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance ☐ Partnerships and Relationships ☐ Transportation and Infrastructure ☒ Statutory ☐ None		

RECOMMENDED MOTION/ACTION:

Adoption of Ordinance No. 692-20: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE CODE OF ORDINANCE, ARIZONA, TITLE XI BUSINESS REGULATIONS, BY AMENDING CHAPTER 111, SECTION 111.05 (H) OPERATIONAL REQUIREMENTS.

BACKGROUND/DISCUSSION:

In 2018, House Bill (HB) B2371 established a statewide food and health safety licensing standards for mobile food vending operations, intended specifically for food trucks. Of interest to cities and towns are the provisions of the new law that standardize the local regulation of food truck operations, including provisions related to use of public parking spaces, required fire and safety inspections, operations on private property and required spacing distances from existing bricks-and-mortar restaurants, among others.

The League convened a small group of attorneys to draft a model ordinance to comply with the legislation and provide for consistent regulation the industry is seeking. The League included suggestions from the National League of Cities and other city codes from across the country, feedback from the National Food Truck Association, and met with local food truck vendors to discuss the draft ordinance and incorporate their feedback.

Vendors expressed these provisions are the most important to their industry to have standardization and adopting these will most likely avoid further state regulation and preemption in this area.

In 2019, the Town of Florence adopted the model ordinance, the section on operational requirement contains the provisions that are most important to the mobile food industry, including requirements, noise, parking and location restrictions, among others.

Staff has determined that under the limitation of 250 feet from residential, it severely limits food trucks ability to conduct business in Florence. Staff if recommending the following changes (strike deletes language and underline adds language).

Sec. 111.05 Operational Requirements.

H . Location. A mobile food vendor shall operate a mobile food unit only in Downtown Commercial, Highway Business Commercial, Tourist Commercial, Professional Office, Public/Institutional, Neighborhood Business, Neighborhood Office, Light Industrial Heavy Industrial zoning districts in accordance with the Town Zoning Code and subject to the following limitations and conditions:

1. Residential Area. A mobile food vendor shall not operate in an area zoned for residential use or within ~~two hundred~~ fifty feet ~~(2~~50') of an area zoned for residential use (<u>use to use not property line to property line</u>), except:

    a. A mobile food vendor selling only ice cream may operate on public rights-of-way in areas zoned for residential use; or

    b. Subject to applicable laws and the Town Code, a mobile food vendor may operate on private property in a residential area if the mobile food vendor obtains a separate agreement with the property owner to operate a mobile food unit for a maximum of six (6) hours within a twenty-four (24) hour period on the private property.

    c. <u>A mobile food vendor, including auxiliary generator and other related equipment, that project less than 66 decibels at property line may be within 50 feet of a residential use.</u>

Parking

Parking on private property will require proof of permission from the property owner and the Town Code establishes a 96-hour time limit. See blow:

Notwithstanding the permission of a person owning or having lawful control of private real property, a mobile food unit shall not remain in one location on private property for longer than 96 consecutive hours, unless the town grants permission for a permitted event greater than four days. *One Location* within this division means a location within a parcel of land and includes movements from different parked positions within the same parcel.

If Council would like to amend the 96 consecutive hour clause, staff will amend prior to the second reading.

Noise

HOUSING AND URBAN DEVELOPMENT NOISE GUIDELINES

HUD Noise Zones	Day-Night Average Sound Level
Acceptable	Above 55 dBA but Not Exceeding 65 dBA (a)
Normally Unacceptable	Above 65 dBA but Not Exceeding 75 dBA (b)
Unacceptable	Above 75 dBA
(a) HUD, USDOT, and EPA recognize Ldn=55 dB as a goal for outdoors in residential areas protecting the public health and welfare with an adequate margin of safety. However, it is not a regulatory goal. It is a level defined by a negotiated scientific consensus without concern for economics and technological feasibility or the needs and desires of any particular community.	
(b) 5dBA additional attenuation required for sites above 65 dB but not exceeding 70 dB, and 10 dB additional attenuation required for sites above 70 dB but not exceeding 75 dB.	

Source: The HUD Guidebook 1985

The first reading was done on March 16, 2020.

A VOTE OF NO WOULD MEAN:

A No vote would mean that the Town of Florence Code of Ordinances would not be amended.

A VOTE OF YES WOULD MEAN:

A Yes vote would mean that the Town of Florence Code of Ordinances would be amended.

FINANCIAL IMPACT:

Cost for publication of ordinance and codification of Code.

ATTACHMENTS:

Ordinance No. 692-20
Map- 250-foot limit
Map – 50-foot limit
Current Code

ORDINANCE NO. 692-20

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE CODE OF ORDINANCE, ARIZONA, TITLE XI BUSINESS REGULATIONS, BY AMENDING CHAPTER 111, SECTION 111.05 (F) OPERATIONAL REQUIREMENTS.

WHEREAS, the Town is authorized to enact and enforce regulations and zoning codes regulating mobile food units and/or mobile food vendors that are not otherwise prohibited by law; and

WHEREAS, the Town is authorized to regulate mobile food vendors pursuant to applicable law, including Arizona Revised Statutes Sections 9-485, 9-485.01, 9-485.02, and 36-1761; and

WHEREAS, the Town recognizes that mobile food vendors create opportunities for economic development and can provide affordable, food [and goods] at a variety of locations and events; and

WHEREAS, the Town seeks to protect public health, safety and welfare through a reasonable regulatory program of mobile food vendors that includes safety standards and parking regulations; and

WHEREAS, with these regulations, the Town ensures that mobile food vendors comply with applicable law, including building, health, fire, and sanitation codes, as applicable.

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

Sec. 111.05 Operational Requirements.

F. Location. A mobile food vendor shall operate a mobile food unit only in Downtown Commercial, Highway Business Commercial, Tourist Commercial, Professional Office, Public/Institutional, Neighborhood Business, Neighborhood Office, Light Industrial Heavy Industrial zoning districts in accordance with the Town Zoning Code and subject to the following limitations and conditions:

1. Residential Area. A mobile food vendor shall not operate in an area zoned for residential use or within ~~two hundred~~ fifty feet ~~(2~~50') of an area zoned for residential use (<u>use to use not property line to property line</u>), except:

    a. A mobile food vendor selling only ice cream may operate on public rights-of-way in areas zoned for residential use; or

    b. Subject to applicable laws and the Town Code, a mobile food vendor may operate on private property in a residential area if the mobile food vendor obtains a separate agreement with the property owner to operate a mobile food unit for a maximum of six (6) hours within a twenty-four (24) hour period on the private property.

c. A mobile food vendor, including auxiliary generator and other related equipment, that contributes to less than 65 A-weighted decibels (in aggregate with ambient conditions) at property line may be within 50 feet of a residential use.

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section III. Recitals.

The recitals above are fully incorporated in this Ordinance by reference.

Section IV. Effective Date.

The effective date of this Ordinance shall be thirty (30) days following adoption by the Town Council.

Section V. Preservation of Rights and Duties.

This Ordinance does not affect the rights and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of this Ordinance.

Section VI. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, on this 6th day of April 2020.

_____
Tara Walter, Mayor

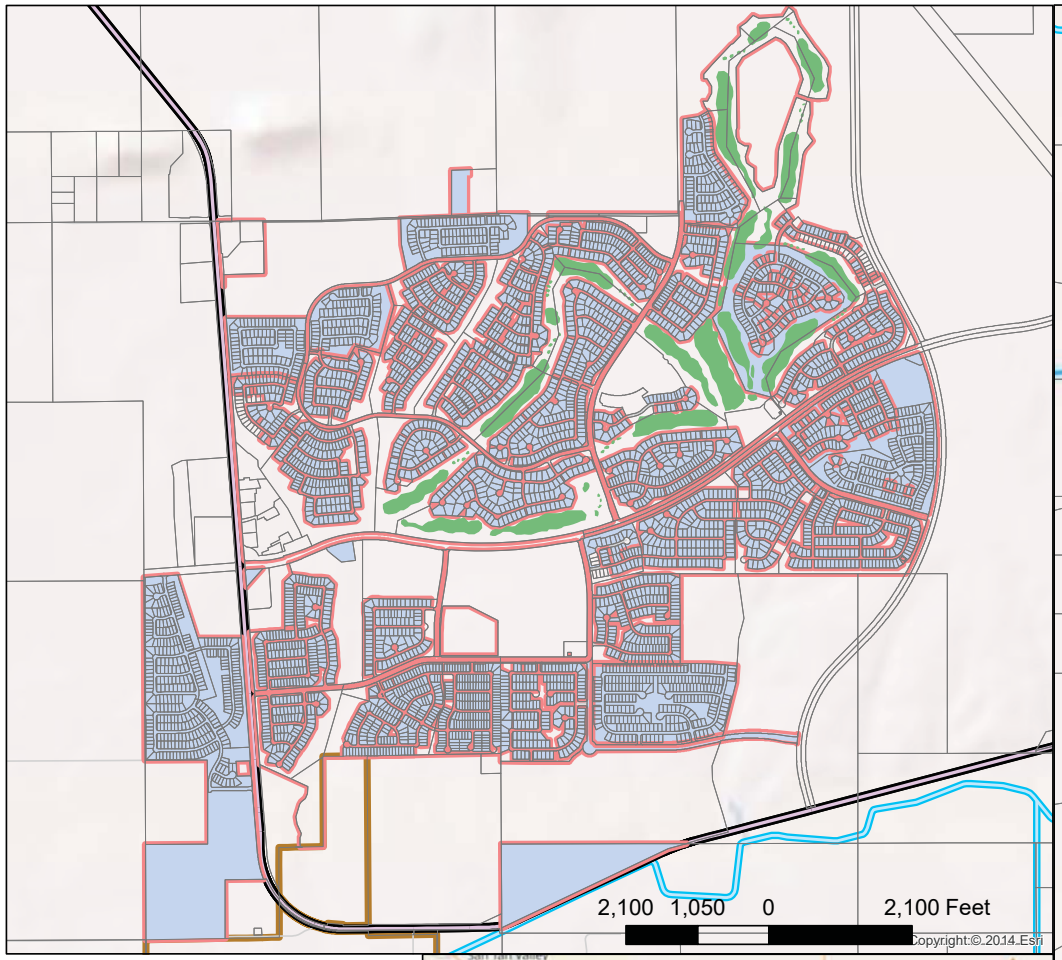
ATTEST:

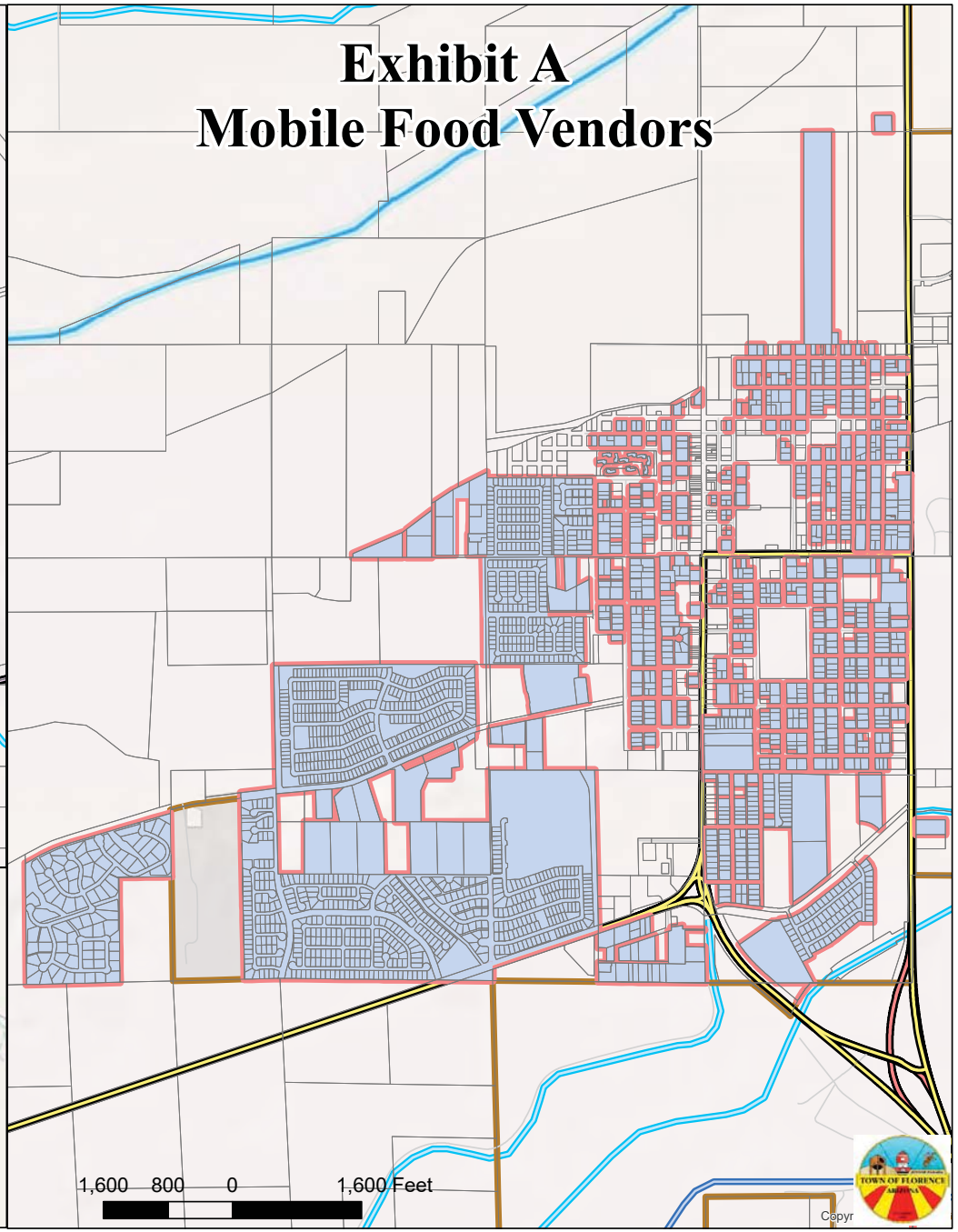
_____
Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

_____
Clifford L. Mattice, Town Attorney

Exhibit A
Mobile Food Vendors





Residential - No Food Vendors

Allowed Outside 50' Buffer

State Highway

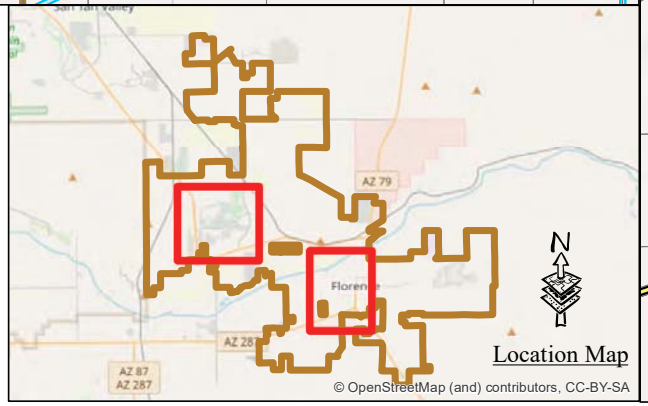
County Highway

Major Road

Local Road

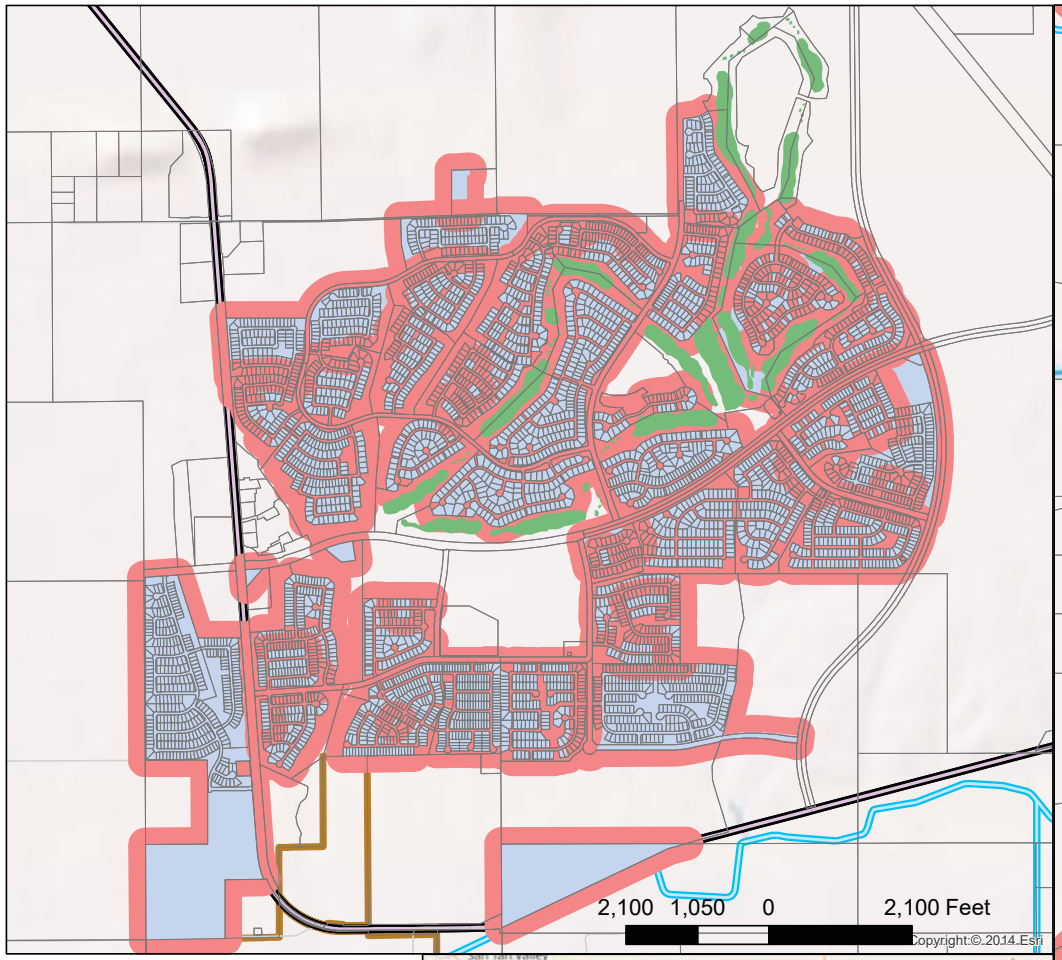
Town Limits

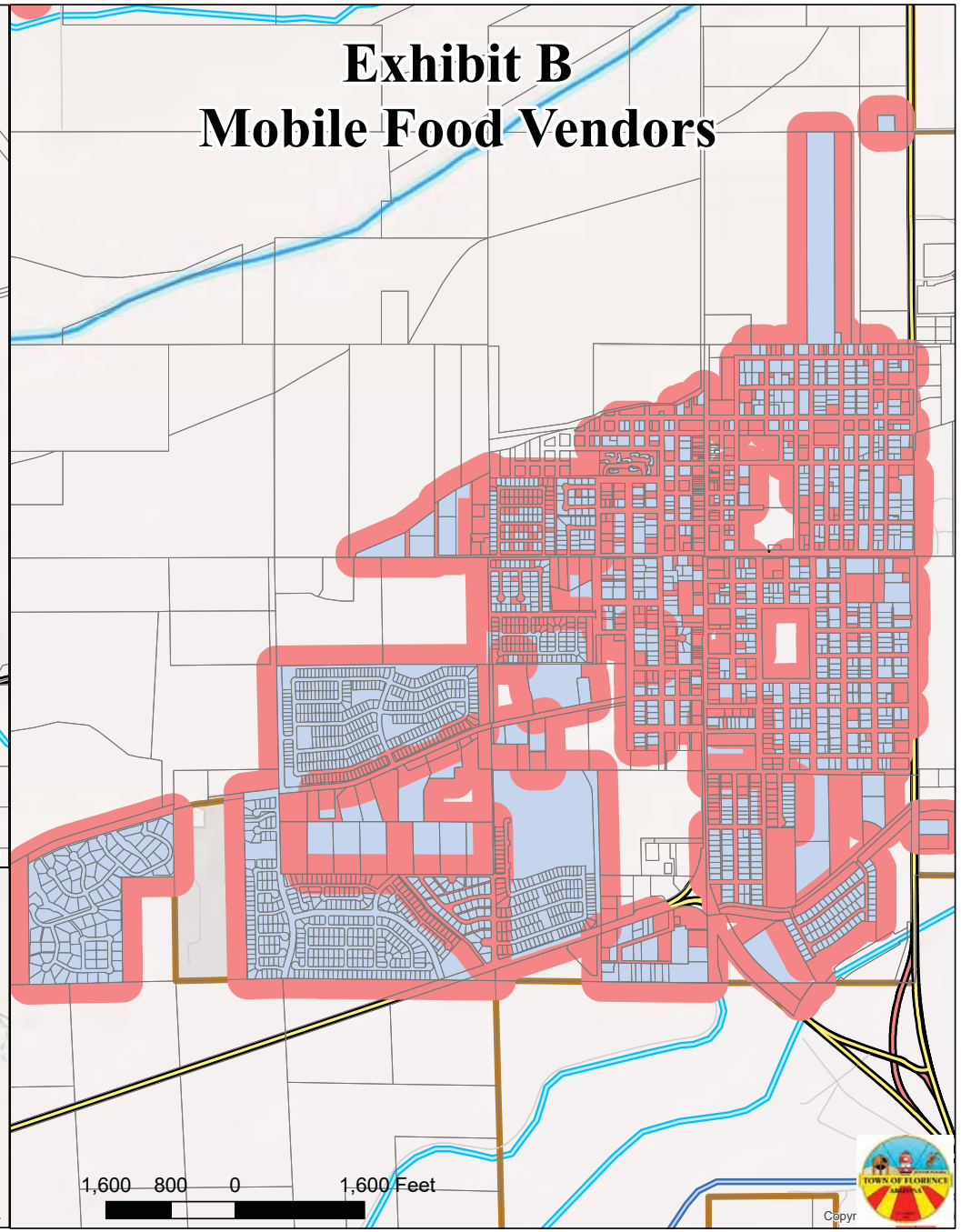
Town of Florence Parcels



Date Created: 2/25/2020 Date Modified: 3/11/2020

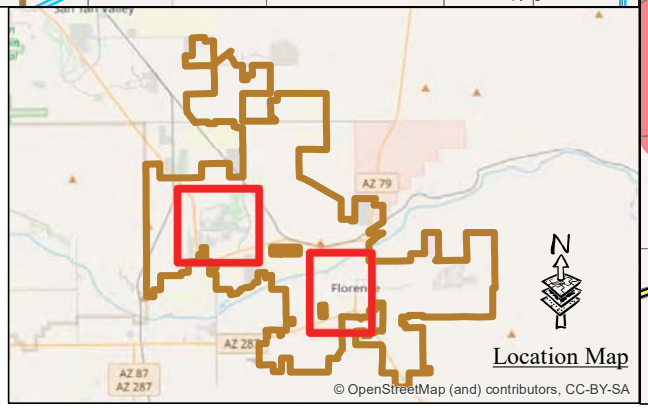
Exhibit B
Mobile Food Vendors





Allowed Outside 250' Buffer
Residential - No Food Vendors
State Highway
County Highway
Major Road
Local Road
Town Limits
Town of Florence Parcels

Date Created: 2/25/2020 Date Modified: 3/11/2020



CHAPTER 111: MOBILE FOOD VENDORS

Section

111.01 Purpose
111.02 Definitions
111.03 Compliance with state licensing requirements
111.04 Permit requirements
111.05 Operational requirements
111.06 Violations; suspension and revocation

111.99 Penalty

§ 111.01 PURPOSE.

This chapter is adopted to protect the health, safety, and welfare of the town by enacting reasonable regulations for mobile food vendors, their employees, agents, lessees, or independent contractors, by requiring compliance with minimum standards for safety and security.

(Ord. 673-19, passed 5-6-2019)

§ 111.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

APPLICANT. The person who applies for a license pursuant to this chapter.

CONTROLLING PERSON. A natural person who either has a 10% or greater interest in the ownership or earnings of the mobile merchant business, or is any of the following:

(1) An officer, director, or any stockholder who owns 10% or more of a corporation licensee/applicant;

(2) A general partner of a limited partnership licensee/applicant or partner of a non-limited partnership licensee/applicant;

(3) An officer, president, member, or secretary of a limited liability company/corporation licensee/applicant; or

(4) The sole proprietor of a sole proprietorship licensee/applicant.

DESIGNATED AGENT. The person designated by the licensee/applicant to receive notices from the town pursuant to this chapter.

LEGAL PARKING SPACE.

(1) An area designated for vehicle parking in the town right-of-way that may be paved or unpaved and may be delineated by road surface markings.

(2) ***LEGAL PARKING SPACE*** does not include a parking space in a parking lot on property owned by the town.

MOBILE FOOD UNIT. A food establishment that is licensed by this state, that is readily movable, and that dispenses food or beverages for immediate service and consumption and other incidental retail items from any vehicle as defined in A.R.S. § 28-101.

MOBILE FOOD VENDOR. Any person who owns, controls, manages, or leases a mobile food unit, or contracts with a person to prepare foods and vend from, drive, or operate a mobile food unit.

MOBILE MERCHANT. Any person who sells any type of tangible personal property, including, but not limited to, food and drink, at or adjacent to the person's mobile sales unit in which such tangible personal property is carried. This definition shall not include any person working or acting for a person holding a mobile merchant permit issued in accordance with this chapter.

MOBILE SALES UNIT. Any vehicle used for carrying tangible personal property for sale at or adjacent to the vehicle in which such tangible personal property is carried.

PERMITTEE. The person who applied for a permit pursuant to this chapter and in whose name such permit was issued by the town pursuant to this chapter.

PERSON. An individual, partnership, corporation, association, or any other entity of whatever kind or nature.

RIGHT-OF-WAY. An area of land owned or controlled by the town and that is used for street or highway purposes.

SEMI-PERMANENT STRUCTURE. Equipment or any dining area, including, but not limited to, tables, chairs, booths, bar stools, benches, and standup counters.

(Ord. 673-19, passed 5-6-2019)

§ 111.03 COMPLIANCE WITH STATE LICENSING REQUIREMENTS.

It shall be unlawful for any person to operate a mobile food unit or act as a mobile food vendor without having first obtained a valid license from

the State of Arizona Department of Health Services, pursuant to A.R.S. § 36-1761.

(Ord. 673-19, passed 5-6-2019)

§ 111.04 PERMIT REQUIREMENTS.

(A) It shall be unlawful for a person to operate a mobile food unit at any location within the town without obtaining a permit from the Town Clerk in accordance with this code. The mobile food vendor shall comply with the requirements of this chapter.

(B) A permit issued pursuant to this chapter, including a renewal of a permit, is valid from the date of issuance through December 31 of that year if the mobile food vendor is in compliance with this chapter. The permit is nontransferable.

(Ord. 673-19, passed 5-6-2019)

§ 111.05 OPERATIONAL REQUIREMENTS.

It is unlawful for any person to operate a mobile food unit that does not meet the requirements of this section.

(A) *Fire safety and inspection.*

(1) A mobile food vendor must ensure that the mobile food unit complies with the version of the International Fire Code in effect at the time when the permit is issued, state law, and this code relating to fire and explosion safety standards.

(2) A mobile food unit shall be inspected by the Town Fire Department, or the mobile food vendor shall provide evidence that the mobile food unit passed a fire inspection by another city or town fire department in this state within the preceding 12 months.

(B) *Refuse, trash, and litter maintenance.* A mobile food unit shall:

(1) Provide a minimum of one 15-gallon trash receptacle within 15 feet of each individual mobile food unit for customers and employees;

(2) Maintain an area around the mobile unit clear of litter, garbage, rubble, and debris; and

(3) Transport the trash from the area of operation to an authorized waste disposal location.

(C) *Noise restrictions.* A mobile food vendor shall not use, play, or caused to be used or played, any amplifier, loudspeaker, microphone, amplified music, or any other amplified instrument or device used for the production of sound in a vending area when the motor vehicle or mobile food unit from which mobile food vendor is vending is stationary or mobile upon any right-of-way, park, or other public place. For the purpose of this division, the factors for determining whether a sound is amplified include, but are not limited to, the following:

(1) The proximity of the sound to sleeping facilities, whether residential or commercial;

(2) The land use, nature, and zoning of the area from which the sound emanates and the area where it is received or perceived;

(3) The time of day or night when the sound occurs; it shall be presumed that any amplified noise between 10:00 p.m. and 6:00 a.m. is disturbing to the public in violation of this section;

(4) The duration of the sound; and

(5) Whether the sound is recurrent, intermittent, or constant.

(D) *Security.*

(1) The mobile food unit and the surrounding vending area shall be maintained in a safe and clean manner at all times.

(2) A mobile food unit shall have adequate lighting to ensure customer safety in the vending area. Lighting shall be directed downwards and away from rights-of-way and adjacent properties.

(3) The mobile food unit and its customers shall not obstruct the movement of pedestrians or other vehicles using the sidewalk, street, alley, or other public right-of-way.

(E) *Insurance.*

(1) If a mobile food vendor attends an event sponsored by the town or operates on public property, including rights-of-way or property owned or controlled by the town, the mobile food vendor shall obtain an insurance policy naming the town as an additional insured in amounts and coverage terms as required by the town and in accordance with the requirements of A.R.S. Title 9, Chapter 4, Article 7.2.

(2) The insurance company issuing the policy shall be authorized to issue commercial liability policies in this state by the Arizona Department of Insurance.

(3) The policy shall designate, by manufacturer's serial or identification number, all mobile food units for which coverage is granted.

(4) The policy shall insure the person named in the policy and any other person using the mobile food vendor with the express or implied permission of the named insured, against any liability arising out of the ownership, maintenance, or use of the mobile food unit in the state.

(5) Additional terms for insurance coverage may be required by the town.

(F) *Location.* A mobile food vendor shall operate a mobile food unit only in Downtown Commercial, Highway Business Commercial, Tourist Commercial, Professional Office, Public/Institutional, Neighborhood Business, Neighborhood Office, Light Industrial, and Heavy Industrial zoning districts in accordance with Chapter 150 and subject to the following limitations and conditions.

(1) *Residential area.* A mobile food vendor shall not operate in an area zoned for residential use or within 250 feet of an area zoned for residential use, except:

(a) A mobile food vendor selling only ice cream may operate on public rights-of-way in areas zoned for residential use; or

(b) Subject to applicable laws and this code, a mobile food vendor may operate on private property in a residential area if the mobile food vendor obtains a separate agreement with the property owner to operate a mobile food unit for a maximum of six hours within a 24-hour period on the private property.

(2) *Town-owned property.* A mobile food vendor shall only operate in a legal parking space. If the mobile food vendor desires to operate on town property other than a legal parking space in a right-of-way, the mobile food vendor shall obtain from the town:

(a) A separate license for use, services contract, or similar agreement, which will be entered into at the town's sole discretion and applicable law; or

(b) A special event permit or similar permission in accordance with this code.

(3) *Private property.* A mobile food vendor shall obtain written permission to use any private property where a mobile food unit is operating and shall provide proof of such written permission on demand by the town.

(4) Notwithstanding the permission of a person owning or having lawful control of private real property, a mobile food unit shall not remain in one location on private property for longer than 96 consecutive hours, unless the town grants permission for a permitted event greater than four days. ***ONE LOCATION*** within this division means a location within a parcel of land and includes movements from different parked positions within the same parcel.

(G) *Parking.* A mobile food unit shall comply with this division and applicable law as it pertains to parking, unless parking is governed by a separate division or section in this chapter.

(1) A mobile food unit shall only operate in a legal parking space.

(2) A mobile food unit, including any semi-permanent structure used or associated with the mobile food unit, may use no more than one legal parking space, unless the mobile food vendor has a separate agreement with the town to use additional legal parking spaces or parking spaces on town property other than a right-of-way.

(3) No mobile food unit exceeding 24 feet may park diagonally in a diagonal parking space or park in any manner that occupies more than one diagonal parking space.

(4) No mobile food unit shall operate with the serving window facing street traffic.

(5) A mobile food unit shall abide by all parking regulations, including posted time limits. If there are no other time restrictions on the use of a legal parking space, a mobile food unit shall not occupy a legal parking space for more than six hours in a 24-hour period. ***OCCUPY*** within this division means within 100 feet of the place in which the mobile food unit was initially parked.

(6) A mobile food unit shall not occupy a legal parking space with insufficient parking capacity as prescribed by Chapter 150 and applicable law, and includes occupying a legal parking space that reduces the number of available parking spaces surrounding the area which is required for the principal use or uses of the property associated with the parking spaces as set forth in A.R.S. Title 9, Chapter 4, Article 7.2.

(7) A mobile food vendor shall not claim or attempt to establish any exclusive right to park at a particular street location, unless the parking space is part of a permitted event.

(H) *Signs.* A mobile food vendor shall comply with the Sign Code, pursuant to Chapter 150.

(Ord. 673-19, passed 5-6-2019)

§ 111.06 VIOLATIONS; SUSPENSION AND REVOCATION.

(A) It is a violation of this chapter for any person to provide false information on any permit application.

(B) It is a violation of this chapter for a person to operate a mobile food unit that fails to meet all the requirements of this chapter.

(C) It is a violation of this chapter for a mobile food vendor to fail to display the permit or other required documents, including proof of insurance or fire inspection, to a law enforcement officer or Town Inspector on demand.

(D) The town shall give written notice of a violation to the permittee or designated agent that may result in the suspension or revocation of the permit. The notice shall include a description of the violation, the statutory or code reference, how the permittee can comply with the requirements, a description of the process whereby a hearing may be requested, the time limit for requesting a hearing, and a warning that failure to timely request a hearing may result in suspension or revocation of the permit. The notice shall be served on the permittee or designated agent by either personal service or registered/certified mail. Service of the notice shall be deemed complete upon mailing to, or personal service on, the permittee or designated agent.

(E) The permittee or designated agent receiving a notice under this section may request a hearing pursuant to § 110.40. If the permittee fails to comply with the requirements of this chapter by the date provided in the notice, the town may suspend or revoke the permit, as provided in this section.

(F) In addition to any penalties set forth in this chapter, a permit shall be suspended if, during the term of the permit, the permittee or a

controlling person has violated any of the provisions of this chapter. During the suspension period, the permittee shall not operate any mobile food unit associated with the suspended permit. If a fine is associated with the violation that is the basis for suspension, the suspension may continue beyond the period set forth in this division until such time as the permittee pays the fine. The penalty for a suspension of a permit shall be:

(1) For the first suspension of a permit during a 12-month period, the permit shall be suspended up to 14 calendar days in addition to other penalties and fines.

(2) For the second suspension of a permit during a 12-month period, the permit shall be suspended for a minimum of 15 calendar days up to a maximum of 30 calendar days in addition to penalties and fines.

(3) For the third suspension of a permit during a 12-month period, the permit shall be revoked.

(G) In addition to a revocation for a third suspension as set forth above, the town may revoke a permit issued pursuant to this chapter if the town determines that:

(1) A mobile food unit associated with the suspended permit was operated in the town during the suspension period;

(2) A permittee, designated agent, or controlling person, following the issuance of a permit, is convicted of any offense listed in § 111.04(F)(7);

(3) The permittee or designated agent operated, or attempted to operate, a mobile food unit without a permit;

(4) The town previously issued three or more notices of suspension or violation within a six-month period;

(5) The permittee or controlling person has not complied with a provision of this chapter, or has failed to provide information as required by this chapter;

(6) The application fee, permit fee, or any transaction privilege tax has not been paid; or

(7) The permittee fails to pay outstanding fines or resolve any violations.

(H) If a permit is revoked pursuant to this section, the permit and its controlling person(s) may not apply for a permit under this chapter for a period of one year from the date of revocation.

(Ord. 673-19, passed 5-6-2019)

§ 111.99 PENALTY.

(A) Each day any violation of any provision of this chapter shall continue shall constitute a separate offense.

(B) *Criminal penalty.* Among other penalties that may apply, including revocation or suspension of a permit (when applicable), any person who violates any provision of this chapter, whether or not the act is specifically stated as being unlawful, shall be guilty of a class 3 misdemeanor and upon conviction shall be punished as provided in § 10.99.

(Ord. 673-19, passed 5-6-2019)

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	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 9a.**
MEETING DATE: April 6, 2020 **DEPARTMENT**: Public Works **STAFF PRESENTER:** Christopher A. Salas, P.E. Public Works Director/Town Engineer **SUBJECT:** Sunland Asphalt & Construction Inc. Contract		☒ **Action** ☐ **Information Only** ☐ **Public Hearing** ☐ **Resolution** ☐ **Ordinance** ☐ **Regulatory** ☐ **1st Reading** ☐ **2nd Reading** ☐ **Other**
STRATEGIC PLAN REFERENCE: ☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance ☐ Partnerships and Relationships ☒ Transportation and Infrastructure ☐ Statutory ☐ None		

RECOMMENDED MOTION/ACTION:

Approval of a Cooperative Contract with Sunland Asphalt & Construction Inc., using their State of Arizona Contract #ADSPO18-188017 for Statewide Bridge, Road, and Parking Lot Repair and Construction Job Order Contracting, for the reconstruction of twenty eight (28) handicap ramps and ten (10) non-compliant driveways and sidewalks around the Florence K-8 school. The contract amount shall not exceed $156,757.80 (Proposal for $136,311.13, with a 15% contingency, $20,446.67).

BACKGROUND/DISCUSSION:

The various handicap ramps and driveways surrounding the Florence K-8 school are not in compliance with the Americans with Disabilities Act (ADA) standards. They lack specific standards of size, slope and truncated domes for the handicap ramps.

The Town of Florence has the opportunity to utilize the State JOC with Sunland Asphalt & Construction Inc., Solicitation No. ADSPO18-00007536, Contract #ADSPO18-188017 for Statewide Bridge, Road, and Parking Lot Repair and Construction Job Ordering Contracting Services. This contract expires November 13, 2022.

Per section 4.12 of the Town's 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 approval is required on any purchases of $25,000 or more.

A VOTE OF NO WOULD MEAN:

The handicap ramps would remain out of ADA compliance and these driveways would remain trip hazards.

A VOTE OF YES WOULD MEAN:

The handicap ramps, adjacent to the Florence K-8, would be compliant with ADA regulations and the trip hazards would be eliminated.

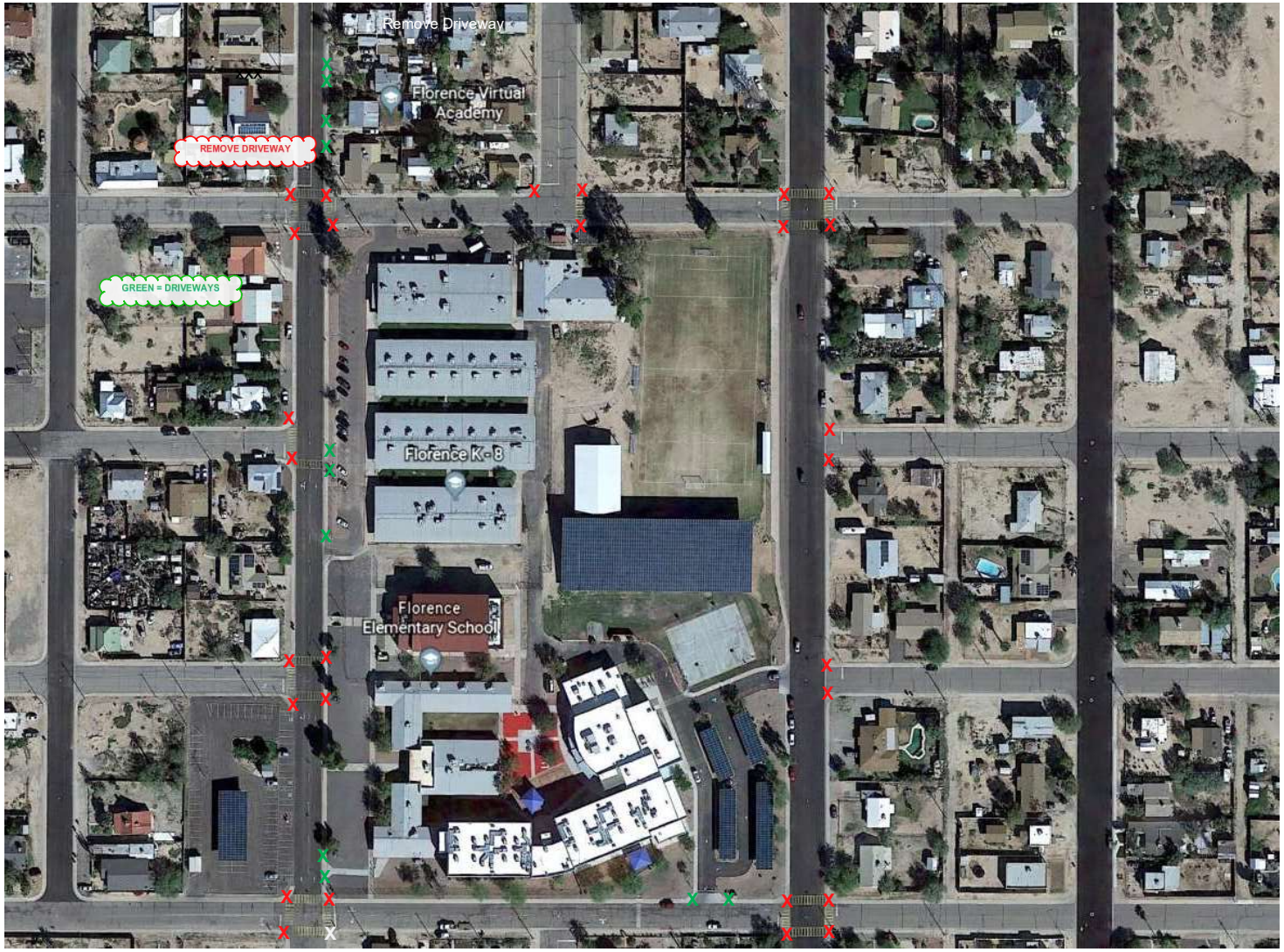
FINANCIAL IMPACT:

The cost to contract with Sunland Asphalt & Construction Inc. is $136,311.13, plus a 15% contingency of $20,466.67, making the not-to-exceed amount $156,757.80. A portion of this project is being funded by a CDBG Grant ($88,422.00). The remainder ($47,889.13) is being funded by the Town of Florence, using funds from CIP T-41 for the Pinal Street Drainage Project, which will not be completed this fiscal year.

ATTACHMENTS:

- Exhibit A - Map showing locations of handicap ramps and driveways to be reconstructed.
- Exhibit B - Solicitation (#ADSPO18-00007536) 8/21/17; Contract (#ADSPO18-188017) Awarded 11/13/17, expiring 11/13/22 (available at the Town Clerk's Office)
- Exhibit C - JOC Contract Price Proposal Summary
- Exhibit D - CDBG Narrative
- Exhibit E - Handicap Ramp Detail
- Exhibit F - Town of Florence Contract with Sunland Asphalt & Construction, Inc.
- Bid Solicitation
- Insurance
- Blanket Purchase Order

EHIBIT A


Remove Driveway
Florence Virtual Academy
REMOVE DRIVEWAY
GREEN = DRIVEWAYS
Florence K-8
Florence Elementary School

Statewide JOC Contract

www.eziqc.com

Job Order Contract

Price Proposal Summary - CSI

Date:	March 04, 2020
Contract Number:	ADSPO18-188017-ez
Job Order Number:	20-Florence-0005.00
Job Order Title:	Install ADA Ramps Surrounding School - Town of Florence
Proposal created by Contractor:	Sunland Asphalt & Construction Inc
Proposal Value:	$136,311.13
Proposal Name:	Install ADA Ramps Surrounding School - Town of Florence
Detailed Scope:	Remove and Replace ADA Ramps Surrounding School, includes demo, haul-off, grade preparation, truncated domes, traffic control, sawcutting, over 28 each ramp locations and 9 each driveway locations per existing field conditions.

01 - General Requirements:	**$31,236.43**
02 - Site Work:	**$22,048.48**
31 - Earthwork:	**$1,839.09**
32 - Exterior Improvements:	**$81,187.13**
Proposal Total	**$136,311.13**

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.
PO should be directly issued to the Contractor and not Gordian or The State of Arizona .

The Percent of NPP on this Proposal: **0.00%**

Job Order Contract

Price Proposal Detail - CSI

Date: March 04, 2020

Contract Number: ADSPO18-188017-ez
Job Order Number: 20-Florence-0005.00
Job Order Title: Install ADA Ramps Surrounding School - Town of Florence
Proposal created by Contractor: Sunland Asphalt & Construction Inc
Proposal Value: $136,311.13
Proposal Name: Install ADA Ramps Surrounding School - Town of Florence
Adjustment Factor(s) Used: 1.0626-Option 3 - Non-State ezIQC Reimbursable Fee, 1.2300-Option 3 - Non-State - Owner Funded - Normal Working Hours

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$1,330.30
			Installation	Quantity 1,251.93 x Unit Price $1.00 x Factor 1.0626 = Total $1,330.30	
		User Note:	BOND (1%)		
2	01 22 16 00 0004		EA	TaxesThe Contractor shall pay all sales, consumer, use and other similar taxes required by Law for which an exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation therefore. The base cost of the Taxes is $1.00. The quantity used will adjust the base cost to the actual Taxes (e.g. quantity of 125 = $125.00 Taxes). If there are multiple Taxes, each one shall be listed separately with a comment in the "note" block to identify the Taxes. A copy of each receipt shall be included with the Proposal.	$9,787.52
			Installation	Quantity 9,210.92 x Unit Price $1.00 x Factor 1.0626 = Total $9,787.52	
		User Note:	TAXES (PINAL COUNTY & TOWN OF FLORENCE = 7.28%)		
3	01 22 20 00 0048		HR	Senior Surveyor (Party Chief)	$507.45
			Installation	Quantity 8.00 x Unit Price $51.57 x Factor 1.2300 = Total $507.45	
		User Note:	SURVEY AND LAYOUT FOR DEMO LIMITS AND ADA RAMPS = 8 HRS (1 DAY) FOR ALL 28 RAMPS AND DRIVES		
4	01 22 20 00 0051		HR	On-Site Certified Materials Testing Technician	$1,859.76
			Installation	Quantity 20.00 x Unit Price $75.60 x Factor 1.2300 = Total $1,859.76	
		User Note:	MATERIALS TESTING FOR SUBGRADE AND CONCRETE RAMP INSTALL = 2 HRS AVG. PER DAY ON-SITE X 10 DAYS OF GRADING AND POUR/INSTALL RAMPS = 20 HRS		
5	01 22 20 00 0068		HR	Flagperson For Traffic Control	$6,667.58
			Installation	Quantity 160.00 x Unit Price $33.88 x Factor 1.2300 = Total $6,667.58	
		User Note:	FLAGGERS TO HELP DIRECT TRAFFIC DURING SINGLE LANE CLOSURES FOR DURATION OF DEMO AND RAMP POURS = 10 DAYS X 8 HR/DAY = 80 HRS EACH X 2 EACH FLAGGERS = 160 HR TOTAL		

Price Proposal Detail - CSI Continues..

Job Order Number: 20-Florence-0005.00
Job Order Title: Install ADA Ramps Surrounding School - Town of Florence

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					
6	01 55 26 00 0038		WK	28" Cone With Reflective Collar	$108.49
				Quantity / Unit Price / Factor / Total	
			Installation	60.00 x $1.47 x 1.2300 = $108.49	
		User Note:		30 CONES PER DAY AROUND SITE X 10 DAYS (2 WEEKS) = 30 X 2 WEEKS = 60 EACH	
7	01 55 26 00 0059		WK	Type I Barricade, Up To 3' Wide With Reflective Rail Each Side	$388.68
				Quantity / Unit Price / Factor / Total	
			Installation	100.00 x $3.16 x 1.2300 = $388.68	
		User Note:		50 TYPE I PANELS PER DAY AROUND SITE X 10 DAYS (2 WEEKS) = 50 X 2 WEEKS = 100 EACH	
8	01 55 26 00 0134		WK	Construction Sign, 48" x 36" Aluminum Sign With Portable Stand	$1,021.39
				Quantity / Unit Price / Factor / Total	
			Installation	60.00 x $13.84 x 1.2300 = $1,021.39	
		User Note:		ROAD WORK AHEAD SIGNS AND STANDS X 6 EACH PER DAY X 10 DAYS = 60 EACH	
9	01 55 26 00 0171		EA	Place And Remove Portable Sign And Stand Using Truck	$163.10
				Quantity / Unit Price / Factor / Total	
			Installation	60.00 x $2.21 x 1.2300 = $163.10	
		User Note:		PLACE AND REMOVE 6 EACH ROAD WORK AHEAD X 10 DAYS = 60 EACH	
10	01 55 26 00 0182		EA	Place And Remove Up To 250 Panels/Channelizers By Hand From Roadside	$756.45
				Quantity / Unit Price / Factor / Total	
			Installation	500.00 x $1.23 x 1.2300 = $756.45	
		User Note:		PLACE AND REMOVE 50 EACH TYPE I BARRICADES PER DAY X 10 DAYS = 500 EACH	
11	01 71 13 00 0003		EA	Standard Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	$2,119.79
				Quantity / Unit Price / Factor / Total	
			Installation	3.00 x $574.47 x 1.2300 = $2,119.79	
		User Note:		MOBILIZATION FOR BACKHOE W/ HAMMER, GRADE TRACTOR, ROLLER FOR GRADE & ASPHALT COMPACTION = 3 EACH TOTAL LOADS	
12	01 71 13 00 0003	Mod	EA	For Distance >15 Miles From Project, Add Per Hour	$520.55
				Quantity / Unit Price / Factor / Total	
			Installation	3.00 x $141.07 x 1.2300 = $520.55	
		User Note:		62 MILE MOBILIZATION TO JOBSITE FROM EQUIPMENT YARD = ADDITINAL 47 MILE = 1 HR X 3 LOADS = 3 HRS	
13	01 74 19 00 0036		CY	Asphalt, Concrete, Gravel And Subgrade Material, Landfill Dump Fee	$4,068.74
				Quantity / Unit Price / Factor / Total	
			Installation	184.80 x $17.90 x 1.2300 = $4,068.74	
		User Note:		DUMP FEES FOR ASPHALT AND CONCRETE DEMO = 1680 SY X 4" AVG DEPTH = 184.8 CY DUMP FEES	
14	01 74 19 00 0038		CYM	Hauling On Paved Roads, First 15 Miles	$1,636.59
				Quantity / Unit Price / Factor / Total	
			Installation	2,772.00 x $0.48 x 1.2300 = $1,636.59	
		User Note:		HAUL-OFF OF DEMO MATERIAL TO DUMP = 15 MILES X 184.8 CY = 2772 CYM	

Price Proposal Detail - CSI Continues..

Job Order Number: 20-Florence-0005.00
Job Order Title: Install ADA Ramps Surrounding School - Town of Florence

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					
15	01 74 19 00 0039		CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles	$300.04
			Installation	Quantity 739.20 x Unit Price $0.33 x Factor 1.2300 = Total $300.04	
			User Note:	ADDITIONAL HAUL-OFF > INITIAL 15 MILES = 4 MILES ADDITIONAL X 184.8 CY = 739.2 CYM (TOTAL HAUL TO DUMP = 19 MILES ONE WAY)	
Subtotal for 01 - General Requirements:					**$31,236.43**
02 - Site Work					
16	02 41 13 13 0026		SY	>3" To 6" By Machine, Break-up And Remove Non Reinforced Concrete Paving	$21,738.53
			Installation	Quantity 1,680.00 x Unit Price $10.52 x Factor 1.2300 = Total $21,738.53	
			User Note:	DEMO OF EXISTING CONCRETE RAMPS, DRIVEWAYS AND EXISITNG ASPHALT AROUND RADIUS FOR AC PATCHBACK = 10,080 SF / 9 = 1120 SY OF CONCRETE + 2520 LF X 2' AC REMOVAL = 560 SY (1680 SY TOTAL)	
17	02 41 13 13 0026	Mod		For >1,000 To 2,500, Deduct	-$3,905.50
			Installation	Quantity 1,680.00 x Unit Price $-1.89 x Factor 1.2300 = Total $-3,905.50	
			User Note:	1680 SY TOTAL	
18	02 41 19 13 0010		LF	Saw Cut In Streets, Concrete And Asphalt Up To 4" Depth	$4,618.40
			Installation	Quantity 2,520.00 x Unit Price $1.49 x Factor 1.2300 = Total $4,618.40	
			User Note:	SAWCUT EXISTING CONCRETE APRON AND CURBS (28 EACH RAMPS X 90 LF = 2520 LF)	
19	02 41 19 13 0010	Mod		For >250, Deduct	-$402.95
			Installation	Quantity 2,520.00 x Unit Price $-0.13 x Factor 1.2300 = Total $-402.95	
			User Note:	2520 TOTAL LF	
Subtotal for 02 - Site Work:					**$22,048.48**
31 - Earthwork					
20	31 24 13 00 0017		SY	Rough Grade Roadway, Parking Areas, Landscaping And Embankments By Machine	$785.23
			Installation	Quantity 1,680.00 x Unit Price $0.38 x Factor 1.2300 = Total $785.23	
			User Note:	ROUGH GRADING CONCRETE RAMPS, DRIVEWAYS AND EXISITNG ASPHALT AROUND RADIUS FOR AC PATCHBACK = 10,080 SF / 9 = 1120 SY OF CONCRETE + 2520 LF X 2' AC PATCH = 560 SY (1680 SY TOTAL)	
21	31 24 13 00 0018		SY	Finish Grade Roadway, Parking Areas, Landscaping And Embankments By Machine	$1,053.86
			Installation	Quantity 1,680.00 x Unit Price $0.51 x Factor 1.2300 = Total $1,053.86	
			User Note:	FINISH GRADING CONCRETE RAMPS, DRIVEWAYS AND EXISITNG ASPHALT AROUND RADIUS FOR AC PATCHBACK = 10,080 SF / 9 = 1120 SY OF CONCRETE + 2520 LF X 2' AC PATCH = 560 SY (1680 SY TOTAL)	
Subtotal for 31 - Earthwork:					**$1,839.09**
32 - Exterior Improvements					

Price Proposal Detail - CSI Continues..

Job Order Number: 20-Florence-0005.00
Job Order Title: Install ADA Ramps Surrounding School - Town of Florence

Rec#	CSI Number	Mod.	UOM	Description	Line Total
32 - Exterior Improvements					
22	32 12 16 13 0002		TON	Bituminous Hot Mix Intermediate Course 3,954 LB/CYIncludes placement, rolling, finishing and sweeping. Used for applications not described elsewhere in this section.	$13,615.86
				Installation: Quantity 121.78 x Unit Price $90.90 x Factor 1.2300 = Total $13,615.86	
				User Note: ASPHALT 2' RADIUS PATCHBACK = 28 EA LOCATIONS X 180 SF EACH X 4" AVG AC DEPTH = 1663.20 CF / 27 = 61.60 CY X 3954 LB/CY = 243,566.40 LBS / 2000 = 121.78 TOTAL TON	
23	32 16 23 00 0002		SF	4" Cast In Place Concrete Sidewalk	$38,517.70
				Installation: Quantity 6,720.00 x Unit Price $4.66 x Factor 1.2300 = Total $38,517.70	
				User Note: 28 EA NEW ADA RAMPS X 240 SF AVG. AREA EACH = 6720 SF	
24	32 16 23 00 0002	Mod		For >5,000, Deduct	-$5,620.61
				Installation: Quantity 6,720.00 x Unit Price $-0.68 x Factor 1.2300 = Total $-5,620.61	
				User Note: 6720 SF TOTAL	
25	32 16 23 00 0004		SF	6" Cast In Place Concrete Sidewalk	$23,267.66
				Installation: Quantity 3,360.00 x Unit Price $5.63 x Factor 1.2300 = Total $23,267.66	
				User Note: 9 EA NEW DRIVEWAYS X 373.33 SF AVG. AREA EACH X 3 = 3360 SF	
26	32 16 23 00 0004	Mod		For >1,000 To 5,000, Deduct	-$1,322.50
				Installation: Quantity 3,360.00 x Unit Price $-0.32 x Factor 1.2300 = Total $-1,322.50	
				User Note: 3360 SF TOTAL	
27	32 17 26 00 0002		SF	Surface Applied VPC Truncated Dome Detectable Warning SurfaceIncludes surface preparation, adhesive, fasteners and sealant at perimeter. Also raised strips or directional bars. All colors.	$12,729.02
				Installation: Quantity 224.00 x Unit Price $46.20 x Factor 1.2300 = Total $12,729.02	
				User Note: 28 EA NEW RAMP TRUNCATED DOMES X 8 SF EA = 224 SF TOTAL	

Subtotal for 32 - Exterior Improvements: **$81,187.13**

Proposal Total **$136,311.13**

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.
PO should be directly issued to the Contractor and not Gordian or The State of Arizona

The Percent of NPP on this Proposal: **0.00%**

Describe project location and service area.

The removal of curb ramps and replacement with Americans with Disabilities Act of 1990 (ADA) compliant ramps will be completed in a residential neighborhood that was established in the early 20th Century. The neighborhood, developed between the early 1900s and 1970s, contains 52 single family residences with more than 127 residents. The ADA ramp project location is along South Park Street, East Virginia Street, South Orlando Street, and East Brady Street. The area of benefit of the ADA ramp project are Limited Clientele, the elderly residents and those with severe disabilities who use the sidewalks and ramps in the neighborhood. Census data from the 2013-2017 American Community Survey indicates there are 919 residents with an ambulatory difficulty in Florence. The project removes architectural barriers that limit the accessibility of public sidewalks and ramps.

Scope of Work.

The Town of Florence will replace non-ADA compliant curb ramps with new ramps that meet the technical requirements of the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) per the ADA of 1990 and Titles II and III of the ADA. The ramps will meet the standards for slope, width, surface, sides of curb ramps, detectable warnings, location of marked crossings, and diagonal curb ramps as specified in Section 4 of ADAAG.

The project scope of work entails removing and replacing 30 ramps at nine (9) street intersections and four (4) sidewalk ramps. **This number will change if we add locations.** The specific scope of work includes the following:

1. Saw cut the existing curb ramps
2. Remove existing concrete
3. Patch or replace gutters if necessary
4. Install curb ramps and returned curbs
5. Install transitions, flares, and truncated domes

The project will take place in Florence, Arizona 85132-3050 along approximately 652 LF on South Park Street, 664 LF on East Virginia Street, 927 LF on South Orlando Street, and 652 LF on East Brady Street in the Town's existing right of way. Ramps will be replaced at the following locations:

1. South Park Street and East Brady Street
2. South Park Street and East Collingwood Street
3. South Park Street and East Duron Street
4. South Park Street and East Virginia Street
5. East Virginia Street and South Orlando Street
6. South Orlando Street and East Duron Street
7. South Orlando Street and East Collingwood Street

8. South Orlando Street and East Brady Street
9. East Brady and South Matilda Sreet
10. East Virginia Street east of South Park Street

Add any additional locations that may be necessary.

Land acquisitions and easements are not required for this project. The new ADA-compliant ramps will have a lifespan of at least 25 years and will be constructed using the 2019 Revision of the 2015 Edition, Uniform Standard Specifications and Details for Public Works Construction from the Maricopa Association of Governments. CDBG funds will be used for the majority of expenses associated with the project. The Town of Florence will use its general fund for the remaining portion of the project.

The ADA ramp project is a Limited Clientele activity that removes architectural barriers with the installation of ADA-compliant ramps on public sidewalks. The Limited Clientele are the 919 residents with an ambulatory difficulty in Florence.

Why is the project necessary?

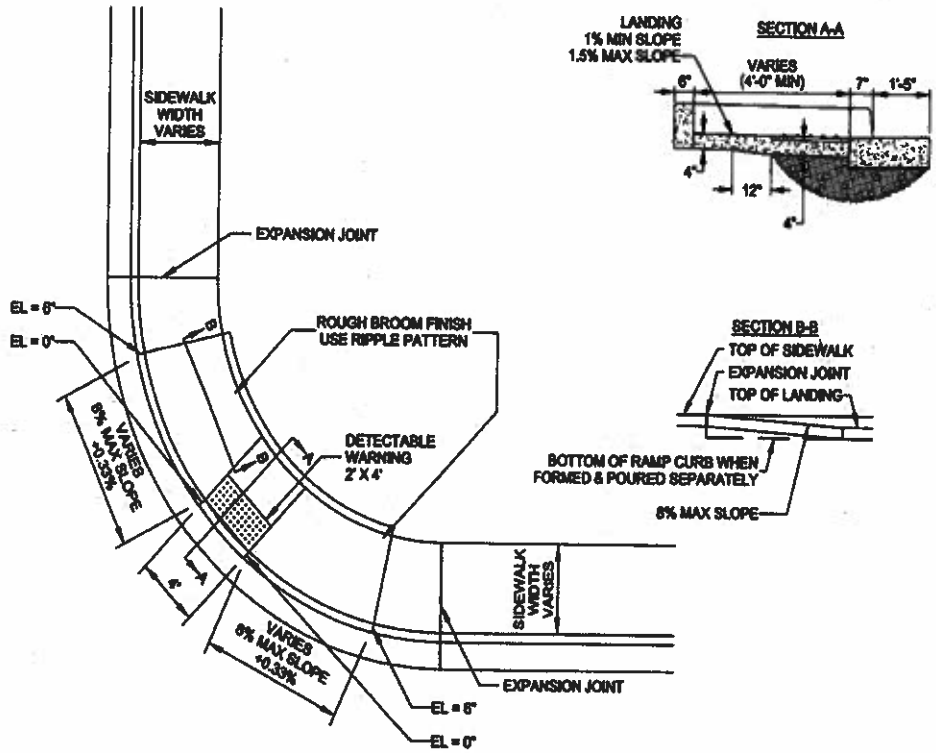
The existing ramps identified in the project area are in poor condition and do not meet Federal standards. This creates a hazardous condition for all residents, but especially for those with limited mobility. Title II of the ADA requires local governments to provide curb ramps for pedestrian crossing accessibility. This applies to all streets, roads, and walkways for which the Town is responsible.

The curb ramps that have been identified for replacement do not meet ADA standards for running slopes, cross slopes, transitions, flared sides, and detectable warnings. The ramps exceed the allowed percentage for running slope and cross slope making them steeper than allowed. **Include all current ramp deficiencies**.

How does the project meet the National Objective?

The ADA ramp project meets the Low-Moderate Income National Objective under Limited Clientele, removal of architectural barriers. The Limited Clientele beneficiaries for this project are elderly and disabled residents who use the public sidewalks and ramps. There are 919 residents with ambulatory difficulties in Florence according to data from the U.S. Census 2013-2017 American Community Survey.

What parts of the existing curb ramps do not meet ADA standards? (Slope, transitions, flares?)



NOTES:
1. RAMP CURB MAY BE POURED MONOLITHIC WITH A CONSTRUCTION JOINT. CLASS 'A' CONCRETE TO BE USED.

DETAIL NO.	City of Phoenix SPECIAL DETAIL	SINGLE CURB RAMP 4' SIDEWALK RETURN APEX LOCATION	05/04/2009	DETAIL NO.
SD2				SD2

STREET TRANSPORTATION DEPARTMENT
PORTLAND CEMENT CONCRETE REPAIR PROGRAM
AGREEMENT NO. 150262, 4108JOC180; JOA NO. 1
ST87400348-1, ST87400350-1, 2020 CONCRETE PREP ARTERIAL & LOCAL STREETS

TOWN OF FLORENCE, ARIZONA
CONTRACT FOR COOPERATIVE USE OF STATE PROCUREMENT OFFICE SOLICITATION NO. ADSPO18-00007536 FOR STATEWIDE BRIDGE, ROAD AND PARKING LOT REPAIR, MAINTENANCE AND CONSTRUCTION JOB ORDER CONTRACTING

THIS CONTRACT (the "Contract") is made and entered into effective as of the ___ day of _____, 2020 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Sunland Asphalt & Construction, Inc. (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the State Procurement Office Solicitation No. ADSPO18-00007536 for Statewide Bridge, Road and Parking Lot Repair, Maintenance and Construction Job Order Contracting services. 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 perform Bridge, Road and Parking Lot Repair, Maintenance and Construction services per 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 schedule attached in **Exhibit "1"**, the Terms and Conditions in **Exhibit "2"**, 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 and Detailed Specifications, Uniform Instructions, Uniform Terms and Conditions, Compensation Documents, Construction Task Catalog, Construction Task Catalog Technical Specifications, Attachments and Exhibits. 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 Contractor's Proposal conflicting herewith or with the Master Contract, unless expressly stated herein.
3. **INCORPORATION**: For and in consideration of this Contract and other good and valuable consideration, the Contractor agrees that the master cooperative solicitation/contract (State Procurement Office Solicitation No. ADSPO18-00007536 for Statewide Bridge, Road and Parking Lot Repair, Maintenance and Construction Job Order Contracting services) is in full force and effect, and all terms and conditions of the Master Contract are incorporated by reference into this Contract, creating an agreement identical in terms between the Town and Contractor. In the Master Contract, the terms: "Owner", "State of Arizona", "State", "Department", "Eligible Agency", "Co-Op Buyer", "State of Arizona", shall

be deemed to be and refer to the Town of Florence; the terms: "Maricopa County", shall be deemed to be and refer to Pinal County; the terms: "Pavement Manager", shall be deemed to be and refer to the Florence Town Engineer, Town of Florence, 425 E. Ruggles Street, Florence, AZ 85132; and the terms: "Bidder", "Contractor," and "Offeror", shall be deemed to be and refer to the Contractor under this Contract.

4. **CONTRACT DOCUMENTS**: This Contract consists of the following contract documents, which by reference are incorporated herein:
   A. This signed Contract.
   B. The solicitation Documents for, including, but not limited to: Invitation for Bid, Instructions to Bidders, Fee Schedules; Notices; Checklists; Requirements for Proposers; Standard Terms and Conditions; Special Terms and Conditions; Scope of Work; Work Schedule; Certificates of Compliance; Warranties for Work; Work Forms; Attachments; Price Sheets; Questionnaires; Response Forms; Special Provisions and Specifications; Technical Provisions and Specifications; Schedules; Cooperative Authorizations; Exhibits; Solicitation Amendments (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 **$136,311.13** .
6. **TERM OF CONTRACT**: The term of this Contract shall be from the Effective Date through satisfactory completion of the Services or delivery of Goods and acceptance of the Services and/or Goods by the Town. Time is of the essence to the terms of this Contract.
7. **COMPLIANCE WITH FEDERAL AND STATE LAWS**.
   A. The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

   B. Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

   C. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.

   D. The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

E. The Town may, at is sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random 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.
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: Statutory Agent: National Registered Agents Inc. 3800 N. Central Ave, Suite 460, Phoenix, AZ 85012.
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.

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 govern this procurement and are incorporated as part of this Contract by this reference.
15. **GOVERNING LAW**. This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Contract shall be Pinal County, Arizona.
16. **PROHIBITED BOYCOTT**. Pursuant to A.R.S. 35-393.01, the Contractor, by execution of this Contract, certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date set forth above.

TOWN OF FLORENCE, A municipal corporation

Date:_____

By: _____
Tara Walter, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

Approved as to Form

_____
Cliff Mattice, Town Attorney

Sunland Asphalt & Construction Inc.
CONTRACTOR

Date: 3/17/20

By: _____

Its: Roger Eischen, Senior V.P.

EXHIBIT 2

TERMS AND CONDITIONS

1. Termination of Contract

a. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the TOWN shall thereupon have the right to terminate the contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment acquired or stored by the CONTRACTOR under this contract shall, at the option of the TOWN, become TOWN'S property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

   Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the contract by the CONTRACTOR and the TOWN may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the TOWN from the CONTRACTOR is determined.

b. The TOWN may terminate this contract at any time **by giving at least ten (10) days** written notice to the CONTRACTOR. If the contract is terminated by the TOWN as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this contract is terminated due to the fault of the CONTRACTOR, Paragraph 1.a hereof relative to termination shall apply.

c. This contract may be terminated per A.R.S. §38-511, Conflict of Interest.

2. Sanction, Penalties and Debarment

A breach of the contract provisions concerning violations of federal labor standards may be grounds for termination of the contract and result in sanctions, penalties including liquidated damages and/or debarment of the contractor.

3. Changes

The TOWN may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the TOWN and the CONTRACTOR, shall be incorporated in written amendments to this contract.

4. Personnel

a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.

b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.

c. None of the work or services covered by this contract shall be sub-contracted without the prior written approval of the TOWN. Any work or services sub-contracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

5. Assignability

The CONTRACTOR shall not assign any interest on this contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the TOWN thereto: provided, however, that claims for money by the CONTRACTOR from the TOWN under this contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the TOWN.

6. Reports and Information

The CONTRACTOR, at such times and in such forms as the TOWN may require, shall furnish the TOWN such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.

7. Records Maintenance and Retention

The CONTRACTOR shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the TOWN to assure proper accounting for all project funds, both federal and non-federal shares. These records will be retained for at least three (3) years following the grant contract closeout between ADOH and U.S. Department of Housing and Urban Development (HUD) unless permission to destroy them is granted in writing by the TOWN.

8. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the TOWN, ADOH or HUD.

9. Copyright

No report, plan, drawing or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

10. Compliance with Local Laws

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the state and local governments and the CONTRACTOR shall save the TOWN harmless with respect to any damages arising from any tort done by the CONTRACTOR or representatives in performing any of the work embraced by this contract.

11. Section 3 Compliance with the Provision of Training, Employment and Business Opportunities

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The CONTRACTOR agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action,

as provided in an applicable provision of the sub-contractor in this Section 3 clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR part 135. The contractor will not sub-contract with any sub-contractor where the CONTRACTOR has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR part 135.

e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: 1) after the CONTRACTOR is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: 1) preference and opportunities for training and employment shall be given to Indians; and 2) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible but not in derogation of compliance with Section 7(b).

12. CONTRACTOR will comply with the requirements of the 2010 ADA Standards for Accessible Design.

13. Interest of Members of a TOWN Governing Body

No member of the governing body of the TOWN and no other officer, employee or agent of the TOWN who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this contract and the CONTRACTOR shall take appropriate steps to assure compliance.

14. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract and the CONTRACTOR shall take appropriate steps to assure compliance.

15. Interest of CONTRACTOR and Employees

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this contract.

16. Access for Persons with Disabilities

In performing all construction CONTRACTOR agrees to comply with the 2010 ADA Standards for Accessible Design. CONTRACTOR represents that he understands said standard specifications and same are incorporated herein by this reference.

17. Clean Air Act, Clean Water Act

The CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations which prohibit the use of non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the USEPA Assistant Administrator for Enforcement.

18. Mandatory Standards and Policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Federal Labor Standards Provisions

This agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939.

The CONTRACTOR agrees to comply with the Federal Labor Standards Provisions (HUD Form 4010) which is incorporated by reference herein. The CONTRACTOR shall supply information to the TOWN as necessary for monitoring of compliance to include, but not be limited to, submission of Labor Standard Forms included in the bid package, on-site inspections, investigations and/or enforcement by the TOWN. The CONTRACTOR agrees to comply with Wage Rate Determination included in the bid package and incorporated by reference.

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO FEDERAL LABOR STANDARD/DAVIS-BACON PROVISIONS.

TOWN will monitor compliance with such provisions and standards on behalf of the Town of Florence. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to TOWN is listed below. Should you have any questions concerning Federal Labor Standards or the forms to be submitted, please feel free to call TOWN, Jennifer Evans, Management Analyst, at phone number: (520) 868-7549; or e-mail: Jennifer.evans@florencaz.gov.

LS2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

A separate form is to be completed by the contractor and **submitted as a part of the bid package.**

LS3 Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

This form is to be completed by **each** subcontractor and **submitted to TOWN within ten (10) days of execution of the subcontract and a minimum of seven (7) days prior to the date the subcontractor is scheduled to start work on site.**

LS4 Weekly Payroll Report

This form is to be completed by **each** contractor and sub-contractor weekly for the contract duration. **Forms must be complete, correctly signed and submitted to TOWN within seven (7) days of the end of the work week.**

Weekly Payroll Reports will be verified by TOWN and ADOH to confirm payment of the required wages. The Weekly Payroll Reports must include all employees who have worked on the job site, including persons exempt from Davis-Bacon and Related Acts wage rate. Exempt persons are:

a. Business Owners: This person must be listed in Section 5C of the LS2 or LS3 as an owner, partner or principal, owning at least a bona fide twenty percent (20%) equity interest in the business and must also be able to document the business via a tax ID number. This person must also be actively engaged in the business's management and must not meet the Davis-Bacon definition of a "laborer or mechanic". Relatives of the owner who are not listed in Section 5C must be paid Davis-Bacon and Related Acts wages. A sub-contractor who cannot document that the business is bona fide must be listed as an employee on the prime contractor's Weekly Payroll Report.

b. Apprentices: The contractor/sub-contractor must provide written evidence of the registration of the program with the DOL Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OA) or a

state apprenticeship agency recognized by the ETA/OA. For additional information concerning apprentices, please call TOWN.

c. Youth Employment: These individuals must be employed in a bona fide summer youth employment or opportunity program. For additional information concerning youth employment, please call TOWN.

d. Other: On-site but non-construction (non-hands on) superintendents, inspectors, engineers, watch persons, water carriers, messengers, clerical workers and working foremen who devote less than twenty percent (20%) of their time to construction work are exempt. If a foreman devotes more than twenty percent (20%) of his/her time to mechanic or laborer duties, they must be paid the applicable wage rate(s) for all hours worked.

LS5 Statement of Compliance

This form is the certification for the Payroll Form LS-4. A separate form is to be completed by **each** contractor and subcontractor weekly for the duration of the contract. **Forms must be complete and correct, signed by the appropriate person, and submitted to TOWN WITH THE LS-4 within seven (7) days of the end of the work week.**

The LS-5 must list all deductions indicated on the LS-4 and must indicate whether the fringes were paid in cash or to an approved fringe benefit plan. The LS-5 must be signed in ink by the owner or officer as listed on the LS-2 or LS-3 or by an employee designated in writing by the owner/officer as authorized to sign.

LS7 Notice to All Employees

This notice must be **posted** on the job site prior to the start of construction and must **remain posted** during construction.

LS15 Authorization for Deductions

This form is to be completed by **each** contractor and sub-contractor and is to be **submitted to TOWN one (1) week prior to the first payroll.** Please note that each employee who authorizes payroll deductions for items other than standard state and federal taxes must sign the form.

The following information or action is also required in order to comply with Federal Labor Standards.

Verification of Fringe Benefit Plan

<u>If fringe benefits are not paid in cash, each contractor and sub-contractor must submit verification of each fringe benefit plan at least one (1) week prior to the first payroll</u> by submitting the following information:

a. A copy of the most recent remittance statement from the company holding the fringe benefit plan such as a bank, union, etc. The remittance statement must verify the employees covered by the plan and the amount paid into the plan for each employee by the contractor or subcontractor.

OR

b. A letter addressed to TOWN from each bank, union, etc. holding the fringe benefit plan. The letter must verify which employees are covered by the plan and the amount paid into the plan for each employee by the contractor or sub-contractor.

Pre-construction Conference

The purpose of the pre-construction conference is to provide a forum for TOWN, architect, contractor and sub-contractors to discuss the technical nature of the construction project and all of the compliance requirements of the contract.

CONTRACTOR and sub-contractor representatives shall attend. It is very important that the person preparing the Weekly Payroll Sheets attend this conference as well.

Notice Provisions

The Federal Labor Standards Provisions as well as the General Wage Decision included in this bid package must be posted on site during construction as well as the Equal Opportunity Employment/Non-Discrimination Notice. All postings shall be clearly visible and easily accessible to employees.

During construction, TOWN will monitor compliance with the federal Labor Standards/Davis-Bacon. This monitoring shall include, but not be limited to, contractor and sub-contractor employee interviews, on-site inspections, review of the weekly payroll, etc., as required. Copies of the LS forms to be completed during monitoring are available from TOWN.

Recipient: __Town of Florence_____ Contract No.: __128-20____
Activity No.: _____2____ Activity Name: _ADA Sidewalk Improvements__

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO SECTION 3 PROVISIONS

The Town of Florence will monitor compliance with Section 3 provisions and standards. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to the Town is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact Town of Florence, Jennifer Evans at phone number 520-868-7549; or email: Jennifer.evans@florenceaz.gov.

S3B-1 **Section 3 Assurance** (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within three (3) days of contract award.** Completion of this form provides assurance that the contractor will comply with Section 3 requirements.

S3B-2 **Estimated Project Work Force Breakdown** (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within three (3) days of contract award.** This form identifies additional positions needed to complete the Section 3 covered project.

S3B-3 **Section 3 Business Self-Certification** (1 page)

This form is to be completed by the contractor if applicable, and **submitted as a part of the bid package or within three (3) days of contract award.** The bidder completes this form to qualify as a Section 3 business concern.

Recipient: __Town of Florence_____ Contract No.: __128-20____
Activity No.: _____2___ Activity Name: _ADA Sidewalk Improvements__

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS OR WITHIN THREE (3) DAYS OF CONTRACT AWARD

SECTION 3 ASSURANCE

1. I, the undersigned, Roger Eischen, as official representative of Sunland Asphalt & Construction Inc.
(printed name) *(contractor)*
agree to comply with Section 3 requirements, to include recordkeeping and reporting, for the 20 Florence 0005.00. It is understood that failure to comply may result in the following
(project)
sanctions: cancellation, termination or suspension of this contract in whole or in part.

2. Prime Contractor

   a. The number of positions needed in this project: _____
   Details of occupational categories provided in Attachment A _____ (yes)

   b. The number of these positions to be filled by regular, permanent employees: N/A

   c. The number of positions projected to be filled by low income area residents: N/A
   Details of occupational categories provided in Attachment A _____ (yes)

3. Sub-contractors/Vendors

   a. The number of sub-contractors projected to be utilized for this project: _____

   b. The number of sub-contractors projected to be Section 3 businesses: _____

   c. The number of businesses/suppliers projected to be utilized: _____
   Dollar amount: $_____

   d. The number of businesses/suppliers projected to be Section 3 businesses/suppliers: _____ Dollar amount: $_____

_____ _____
Authorized Signature Date

S3B-1 (04/2016)

Recipient: __Town of Florence_____ Contract No.: __128-20____
Activity No.: _____2____ Activity Name: _ADA Sidewalk Improvements__

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS
OR WITHIN THREE (3) DAYS OF CONTRACT AWARD

Attachment A
Section 3
ESTIMATED PROJECT WORK FORCE BREAKDOWN

1.	2.	3.	4.	5.	6.
Job Category	**Total Estimated Positions Needed for Project**	**# of Positions Occupied by Permanent Employees**	**# of Positions Not Occupied**	**# of Positions to be Filled with Section 3 Residents**	**Approximate Hiring Date**
Supervisor					
Professional					
Technical					
Office/Clerical					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TOTALS					

Section 3 Resident
Individual residing within the Section 3 Area whose family income does not exceed eight percent (80%) of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

_____ _____
Person Completing Form / Date Company

_____ _____
Project Name / Number Company Address

_____
Telephone Number / E-mail

S3B-2 (04/2016)

Recipient: __Town of Florence_____ Contract No.: __128-20____
Activity No.: _____2____ Activity Name: _ADA Sidewalk Improvements__

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS
OR WITHIN THREE (3) DAYS OF CONTRACT AWARD, IF APPLICABLE

SECTION 3 BUSINESS SELF-CERTIFICATION
A. Basis for Self-Certification

The _____, located at _____
(name of business) *(address)*
hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

(Check all applicable)

1) _____ Fifty-one percent (51%) or more ownership by Section 3 residents;

2) _____ At least thirty percent (30%) of the current permanent, full-time employees are Section 3 residents or were Section 3 residents at the time they were hired (within the past three (3) years);

3) _____ Is committed to sub-contracting more than twenty-five percent (25%) of the total dollars awarded by [*recipient*] to business concerns that meet the qualifications indicated in 1) or 2) above.

B. Certifications

I, the undersigned, hereby certify that:

1) I have the legal authority to make these certifications on behalf of _____;
(name of business)

2) Documentation exists to verify the basis for the Self-Certification indicated in A. above;

3) This documentation will be made available to the recipient, the State of Arizona Department of Housing, HUD or its designated representatives, during normal business hours, upon request;

4) This documentation will be maintained for at least five (5) years after completion of the requirements of the contract provided by the recipient;

5) The information provided in A. above is true and accurate to the best of my knowledge; and

6) I am aware that both I and the business identified above, are liable to civil and criminal penalties for willful falsification of any of the information provided in this document.

_____ _____
Signature Date

_____ _____
Printed Name Title

S3B-3 (04/2016)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

U.S. Wage and Hour Division

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321(Revised April 2009)

CERTIFICATIONS

CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over $10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965,

and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract $10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
   a. Recruitment, advertising and job application procedures;
   b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
   c. Rates of pay or any other form of compensation and changes in compensation;
   d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
   e. Leaves of absence, sick leave or any other leave;
   f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
   g. Activities sponsored by the contractor including social or recreational programs; and
   h. Any other term, condition or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.
6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants*, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §38-503 through 505, with any public official, employee, agency, commission or committee with the *Recipient* or *Consultants.*

2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Recipient* or *Consultants* that develops at any time during this contract will be immediately disclosed to the *Recipient* and *Consultants*.

ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Roger Eischen
(Typed Name of Official)

(Signature of Official)

Sunland Asphalt & Construction Inc.
(Typed Name of Firm)

3/17/2020
(Date)

Arizona Department of Housing	**FORM LS-2** **CONTRACTORS CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGES**
Recipient: Town of Florence	**Contract No: 128-20**
Activity Name: ADA Sidewalk Improvements	

1. **I, the undersigned, am submitting a bid to (name of recipient): _____ for the construction of the (name of project): _____ and hereby acknowledge that the following items are included in the bid and will be incorporated by reference into the contract, should I be selected as the contractor for the project.**
   a. Labor Standards Provisions (HUD 4010);
   b. Wage Decision # _____ Modification # _____ Bid Open Date: _____; and that
   c. The correction of any infractions of the aforesaid conditions, including infractions by any of my sub-contractors and lower tier sub-contractors, is my responsibility.

2. **I hereby certify that:**
   a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
   b. No part of the aforementioned contract is or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. **I agree to obtain and forward to the aforementioned grantee a Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every sub-contractor, preferably prior to or where circumstances do not allow within ten (10) days after the execution of any sub-contract, including those executed by his/her sub-contractors and any lower tier sub-contractors.**

4. **Further, I certify that:**
   a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
$									

** See Demographic and Trade Code table below for information*

Demographic and Trade Codes	
Race	*Type of Trade Code*
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

☐ a sole proprietorship;

☐ a partnership;

☐ a corporation organized in the State of _____; or

☐ another organization (describe) _____

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

NAME	**TITLE**	**ADDRESS**
_____	_____	_____

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

NAME	**ADDRESS**	**NATURE OF INTEREST**
_____	_____	_____

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

NAME	**ADDRESS**	**TRADE CLASSIFICATION**
_____	_____	_____

5. **I hereby certify that I have the legal authority to complete and submit this document on behalf of:**

   a. Name of Contractor: _____

   b. Signature (**in ink**): _____

   c. Typed or Printed Name: _____

   d. Title: _____

   e. Date: _____

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

Arizona Department of Housing	**FORM LS-3** **SUB-CONTRACTORS CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGES**
Recipient: Town of Florence	**Contract No: 128-20**
Activity Name: ADA Sidewalk Improvements	

1. **I, the undersigned, having submitted a bid or having executed a contract with:**

   (name of contractor or sub-contractor): _____

   for (name of project): _____

   for (nature of work): _____

   in the amount of $ _____ certify that:

   a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;

   b. Wage Decision # _____; Modification # _____ are included in the aforementioned contract or bid.

2. **I hereby certify that:**

   a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].

   b. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. **Further, I certify that:**

   a. The demographic and business information of the undersigned are:

Contractor Information

Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
$									

** See Demographic and Trade Code table below for information*

Demographic and Trade Codes	
Race	*Type of Trade Code*
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

☐ a sole proprietorship;

☐ a partnership;

☐ a corporation organized in the State of _____; or

☐ another organization (describe) _____

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

NAME	**TITLE**	**ADDRESS**
_____	_____	_____

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

NAME	**ADDRESS**	**NATURE OF INTEREST**
_____	_____	_____

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

NAME	**ADDRESS**	**TRADE CLASSIFICATION**
_____	_____	_____

5. **I hereby certify that I have the legal authority to complete and submit this document on behalf of:**

   a. Name of Contractor: _____

   b. Signature (**in ink**): _____

   c. Typed or Printed Name: _____

   d. Title: _____

   e. Date: _____

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

Arizona Department of Housing	**FORM LS-3** **SUB-CONTRACTORS CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGES**
Recipient: Town of Florence	**Contract No: 128-20**
Activity Name: ADA Sidewalk Improvements	

1. **I, the undersigned, having submitted a bid or having executed a contract with:**

   (name of contractor or sub-contractor): _____

   for (name of project): _____

   for (nature of work): _____

   in the amount of $ _____ certify that:

   a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;

   b. Wage Decision # _____; Modification # _____ are included in the aforementioned contract or bid.

2. **I hereby certify that:**

   a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].

   b. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. **Further, I certify that:**

   a. The demographic and business information of the undersigned are:

Contractor Information

Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
$									

** See Demographic and Trade Code table below for information*

Demographic and Trade Codes	
Race	*Type of Trade Code*
11 White	1 New Construction
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15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

☐ a sole proprietorship;

☐ a partnership;

☐ a corporation organized in the State of _____; or

☐ another organization (describe) _____

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

NAME	**TITLE**	**ADDRESS**
_____	_____	_____

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

NAME	**ADDRESS**	**NATURE OF INTEREST**
_____	_____	_____

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

NAME	**ADDRESS**	**TRADE CLASSIFICATION**
_____	_____	_____

5. **I hereby certify that I have the legal authority to complete and submit this document on behalf of:**

   a. Name of Contractor: _____

   b. Signature (**in ink**): _____

   c. Typed or Printed Name: _____

   d. Title: _____

   e. Date: _____

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐		ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Arizona Department of Housing	**FORM LS-9** **RECORD OF EMPLOYEE INTERVIEW**
Recipient: **Town of Florence**	**Contract No: 128-20**
Activity Name: ADA Sidewalk Improvements	

Sensitive Information: The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative and physical safeguards to ensure their security and confidentiality. **The information collected herein is voluntary, and any information provided shall and must be kept confidential.**

A. TO BE COMPLETED AT THE JOBSITE, PRIOR TO INTERVIEW

1. Date: _____
2. a. Contractor: _____ b. Subcontractor: _____
3. **Observe employee at work. Describe the duties *you saw him/her engaged in* and the tools used**:

_____

_____

B. INTERVIEW

1a. Your name: _____ 1b. Verification of identification: ☐ Yes ☐ No

2. Your phone number, home address, to include zip code, *and* mailing address if different:

_____

3. The last day you worked on this project (by day & date) **PRIOR** to today:

_____

4. The number of hours you worked on that day: _____
5. Your job classification (list all or indicate if unknown):

_____

6. Your hourly rate of pay (indicate also if paid in more than one classification or if unknown):

_____

7. a. Do you receive your fringe benefits in cash or are you covered by a fringe benefit plan?

   Cash ☐ Fringe Benefit Plan ☐ Unknown ☐

   b. If received in cash, amount per hour: _____

   c. If a plan, type of benefits received? (Check all that apply)

   Vacation ☐ Medical ☐ Pension ☐ Other ☐: _____

8. Are you an apprentice or trainee?

   ☐ Yes (Name of program: _____)

   ☐ No

9. Describe your job duties *and* the tools and equipment you use:

_____

10. a. Have you worked any overtime on this project (more than 40 hours per week)? ☐ Yes ☐ No

    b. If yes, have you been paid at least time and a half for all such hours?

    ☐ Yes ☐ No (Explain: _____)

11. Have you ever been threatened, intimidated or coerced into giving up any of your pay?

☐ Yes ☐ No (Explain: _____)

12. Do you know that you are working on a federally-funded project and that you are to be paid wages set by DOL (Davis Bacon wages)? ☐ Yes ☐ No

13. Do you know where the Wage Determination for this project is posted?

☐ Yes (Have you ever looked at it? ☐ Yes ☐ No)

☐ No

Comments: _____

14. Do you know where the Notice to Employees is posted?

☐ Yes (Have you ever looked at it? ☐ Yes ☐ No)

☐ No

Comments: _____

15. Do you know where the non-discrimination poster is posted?

☐ Yes (Have you ever looked at it? ☐ Yes ☐ No)

☐ No

Comments: _____

16. Have you ever been discriminated against in this project due to race, gender, age, ethnicity or disability?

☐ Yes (Explain: _____)

☐ No

NOTE: If the employee does not know where the Wage Determination, Notice to Employees or Non-Discrimination information is posted, the interviewer should inform the person of the location(s) and urge them to look at all the documents!!

17. Are there any unsafe, hazardous, or dangerous conditions not normal to the job that you have been exposed to or are aware of in this project?

☐ Yes (Explain: _____)

☐ No

18. **Remarks** should <u>include whether observed duties and tools used were the same as those described by the employee during the interview</u> (use additional pages if necessary): _____

_____

_____

19. _____ _____

Employee Signature Date

20. _____ _____

Printed Name of Interviewer Title

_____ _____

Signature Date

C. POST INTERVIEW AND PAYROLL EXAMINATION

1. Does the Payroll (LS-4) indicate that the employee worked on the date and the number of hours s/he indicated in B.3. and 4. above on the day ***prior*** to the interview?

   ☐ Yes ☐ No

   Comments: _____

2. Does the LS-4 indicate that the employee worked on the ***date*** of the interview?

   ☐ Yes ☐ No

   Comments: _____

3. Does the LS-4 indicate that the employee's job classification is the same as that indicated by the employee in B.5. above?

   ☐ Yes ☐ No

   Comments: _____

4. Does the Payroll indicate that the employee received the wages as s/he stated in B.6. above?

   ☐ Yes ☐ No

   Comments: _____

5. Does the LS-4/5 indicate that the employee received the fringe benefits in the amount and as stated in B.7. above?

   ☐ Yes s ☐ No

   Comments: _____

6. Do the wages/fringes agree with the WD in the contract (to include modifications)?

   ☐ Yes s ☐ No

   Comments: _____

WD number (including modification): _____

_____ _____

Printed Name of Payroll Examiner Title

_____ _____

Signature Date

LS-10 - ON-SITE INSPECTION REPORT COMPLETED AND ATTACHED?

Yes ☐ **No** ☐

LS-9. RECORD OF EMPLOYEE INTERVIEW

Instructions

Keep in mind that both the interview and the information captured on Form 9 are considered confidential. Interviews should be conducted individually and in private. All employees on the work site should be ready and available for an interview if requested by the interviewer; however, the employee's participation is voluntary.

Section A

This section must be completed prior to the interview and should describe the actions rather than the job class, i.e., "laying water pipe in the trench" rather than Laborer Group 4. Item #3 requires that the Interviewer observe the employee at work prior to conducting the interview. **This is a very important part of the interview.** If possible, the observation should be conducted unobtrusively, so that neither the employee nor the supervisor/contractor is aware. The purpose of the observation is to ensure that the employee is actually doing the work as it is reported to the interviewer and as recorded on the LS-4, Payroll Report. It also prevents situations in which the employee is actually doing work that requires higher wages but switches to a lower wage activity as soon as the interviewer appears. For example, the employee is actually operating a backhoe, but suddenly starts carrying pieces of pipe and performing other laborer's duties as soon as the interviewer arrives.

If the interview is conducted away from the job site, a notation of the reason why and the location MUST be inserted here.

Section B

Prior to asking the questions in this section the interviewer should introduce him/herself in terms of his/her role as the recipient's agent and explain the purpose of the interview and its confidentiality. (Disclosure of employee statements is governed by the provisions of the Freedom of Information Act and the Privacy Act of 1974.)

Example: "My name is V.R. Smith, and I'm the Assistant Planning Director for Cactus City. Cactus City has received some federal funds from the Department of Housing and Urban Development (HUD) for this street widening project on which you are working. These federal funds require that the contractor comply with certain wage and labor laws. Also, they require that some of the employees on the job be interviewed. The (name of contractor or sub) knows that someone from the City will be interviewing people throughout the project. I'd like to ask you a few questions about your work on this project to determine your employer's compliance. All of the information that you give me will be kept confidential, as required by these laws, and your identity will be disclosed only with your written permission."

Employees should be asked for verification of identification (like a driver's license) to verify his/her name, but having an ID is not required. Employees should be encouraged (but not required) to produce pay stubs or pay envelopes which document the wages received.

The LS-9 form is for the Interviewer and thus s/he should feel free to make any additional notes on it as necessary, and to record additional information that may be important in determining contractor compliance.

Other items to note are:

- 3.This refers to the last day ***prior*** to the day of the interview that this employee worked on this project.
- 4.The interviewer should make it clear to the worker that these items relate only to project work, not to other work. As a double check on the number of hours worked on the project, the interviewer should ask the worker the time s/he started work on the project on the day in question, the time s/he stopped, and the time out for lunch. The interviewer is encouraged but not required to record these details on the LS-9 as the questions may help the worker to remember the number of hours worked.
- 5.The worker may not be familiar with the classifications used on the wage determination and thus may use a descriptive term which may not be found on the determination, e.g., Rodperson. Further questioning will probably reveal the information that s/he installs reinforcing bars and, depending on the area and WD, the worker will agree that his/her work is that of an ironworker. These additional

questions by the interviewer and comments by the employee should be noted on the LS-9, along with the correct job class title.

- 6.The interviewer should determine what the worker is being paid and should not be concerned if the worker is being paid a higher rate. However, if the hourly rate of pay stated by the worker is lower than the required rate, the interviewer should immediately question the worker further in an effort to determine whether the worker is mistaken or is really being underpaid.
- For example, has the worker actually received at least one paycheck for work performed on this project, or is his/her statement based on the rate received for other work? If the latter, the interviewer should ask the worker to check his/her next check to determine the rate of pay for work on the project. The interviewer should try to arrange to re-interview the worker during the following week. If the worker states that s/he received wages less than the required rate, the interviewer must try to solicit substantiating evidence from the worker. For example, does the worker have a pay envelope, pay slip, pay check stub, or any other forms showing the hourly wage rate or hours worked and earnings available? If not, can they be provided at a later date?

- 13 -15.If the employee does not know the location of the Wage Determination, Notice to Employees and non-discrimination posters, the interviewer should tell him/her where they are posted and note this on the LS-9.
-
- Although the interviewer should follow the questions as stated on the form and should never lead the employee into answers, it may also be necessary to deviate from the list of questions in some instances. For example, if the employee says that s/he worked overtime but was not paid time and a half at the WD rate, several follow-up questions may be necessary to ensure that such hours were worked on this job, rather than on some other non-federally funded job. Note these additional questions (or at least notes about the fact that other questions were asked) on the LS-9.

Section C

This part of the form is completed *after* receipt of the payroll reports, LS-4/5 covering the week during which the interview was conducted. It is important that the LS-4/5 is received in a timely manner so that the recipient can compare and verify the interview information or attempt to investigate discrepancies. The Payroll Examiner can be the same person as the interviewer. If not, it must at least be someone familiar with the WD, labor standards provisions and the construction project.

If *any* of the questions in Section C are answered "NO," the recipient must investigate and resolve the issue, with documentation of the investigation and resolution in the Labor Standards File. For example, if the payroll indicates that the employee worked a different number of hours than the employee indicated, the recipient must: a) contact the employee and ask for clarification; or b) request the contractor's actual time records, depending on the significance of the discrepancy. This should be done without revealing the identity of the employee, i.e. by asking for all employee records for one work week.

If the employee said s/he worked 8 hours and the Weekly Payroll said 6 hours, the recipient could start with a quick visit to the employee and ask for clarification. "You told me you worked 8 hours, however, the payroll report shows you as having worked only 6 hours. How many hours were you paid for during that week and do you believe it's the correct amount for the hours you worked?" All questions should be stated in such a way or prefaced with a comment clearly indicating that the interviewer is *not* attempting to intimidate the employee.

However, if the difference in hours is great; if the employee insists the hours are correct and states that s/he was only paid for the lower number of hours shown on the LS-4; and/or if a number of persons interviewed state different hours than those shown on the payroll report, the recipient ***must*** request the actual time records and then conduct an investigation as described in the Handbook.

Arizona Department of Housing

FORM LS-10

ON-SITE INSPECTION REPORT

Grantee: Town of Florence	**CDBG Contract No:** 128-20
Activity Name: ADA Sidewalk Improvements	

1. **Date Monitored** _____ **Time:** _____
2. **Location of Job Site:** _____
3. **Wage Determination (WD)**
   a. Posted? ☐ Yes ☐ No
   b. Location: _____
   c. WD No: _____
   d. Correct (same as in the contract)? ☐ Yes ☐ No
   e. Comments (is location clearly visible, easily accessible to employees, etc.):
4. **Notice to Employees**
   a. Posted? ☐ Yes ☐ No
   b. Location: _____
   c. Identify name of Contracting Officer on Notice (indicate if blank): _____
   d. Comments (to include if location is clearly visible and easily accessible to employees; contracting officer appears to be appropriate person, etc.; if in another language, where a significant number of employees may be of limited English-speaking ability):
5. **Equal Opportunity Employment/Non-discrimination in Hiring Posters:**
   a. Posted? ☐ Yes ☐ No
   b. Location: _____
   c. Comments (to include if location is clearly visible and easily accessible; if in another language, where a significant number of employees may be of limited English-speaking ability):
6. **Printed Name of Monitor:** _____ **Title:** _____

_____ **Date:** _____

Signature

"General Decision Number:

AZ20200008 01/03/2020 Superseded

General Decision Number: AZ20190008

State: Arizona

Construction Type: Highway

Counties: Coconino, Maricopa, Mohave, Pima, Pinal, Yavapai and Yuma Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts

subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015.

If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable

wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a

classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least

the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,

if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that

this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject

to the Davis-Bacon Act itself, but it does not apply

to contracts subject only to the Davis-Bacon Related Acts,

including those set forth at 29 CFR 5.1(a)(2)-(60). Additional

information on contractor requirements and worker protections

under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/03/2020

CARP0408-005 07/01/2019

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	$ 28.08	12.74

ENGI0428-001
07/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 25.94	11.04
Group 2	$ 29.21	11.04
Group 3	$ 30.29	11.04
Group 4	$ 31.32	11.04

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, air compressor, Beltcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all),

handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt

loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum),

welding machine, winch truck

GROUP 2:

ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe <
1 cu yd, Motor Grader (rough), Scraper
(pneumatic tired), Roller (all types
asphalt), Screed, Skip Loader (all types
3<6 cu yd), Tractor (dozer, pusher-all).

GROUP 3:

ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge,
Boring Machine (including Mole, Badger & similar type
directional/horizontal), Crane (crawler & pneumatic 15>100
tons), Crawler type Tractor with boom attachment & slope
bar, Derrick, Gradall, Heavy Duty Mechanic-Welde

Helicopter Hoist or Pilot, Highline Cableway,
Mechanical Hoist, Mucking Machine,
Overhead Crane, Pile Driver

Engineer (portable, stationary or skid),
Power Driven Ditch Lining or Ditch
Trimming Machine, Remote Control Earth
Moving Machine, Slip Form Paving
Machine (including

Gunnert, Zimmerman & similar types),
Tower Crane or similar type.

MARICOPA COUNTY ONLY: Backhoe<10 cu yd, Clamshell < 10 cu yd,

Concrete Pump (truck mounted with boom only), Dragline <10

cu yd, Grade Checker, Motor Grader (finish-any type power

blade), Shovel < 10 cu yd.

GROUP 4: Backhoe 10 cu yd and over,
Clamshell 10 cu yd and over, Crane
(pneumatic or crawler 100 tons & over),
Dragline 10 cu yd and over, Shovel 10 cu
yd and over.

All Operators, Oilers, and Motor Crane
Drivers on equipment with Booms, except
concrete pumping truck booms, including
Jibs, shall receive $0.01 per hour per foot
over 80 ft in addition to regular rate of pay

Premium pay for performing hazardous waste
removal $0.50 per hour over base rate.

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* IRON0075-004 08/01/2019

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	$ 27.80	19.05

Zone 1: 0 to 50 miles from City Hall in
Phoenix or Tucson Zone 2: 050 to 100 miles
- Add $4.00

Zone 3: 100 to 150
miles - Add $5.00 Zone
4: 150 miles & over -
Add $6.50

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* LABO1184-008 06/01/2019

	Rates	Fringes Laborers:
Group 1.....	$ 20.18	5.71

Group 2.....$ 20.18 5.71

Group 3.....$ 20.88 5.71

Group 4.....$ 21.82 5.71

Group 5.....$ 22.68 5.71

LABORERS CLASSIFICATIONS:

GROUP 1: All Counties: Chipper, Rip Rap Stoneman. Pinal County Only: General/Cleanup Laborer. Maricopa County Only: Flagger.

GROUP 2: Asphalt Laborer (Shoveling-excluding Asphalt Raker or Ironer), Bander, Cement Mason Tender, Concrete Mucker, Cutting Torch Operator, Fine Grader, Guinea Chaser, Power

Type Concrete Buggy

GROUP 3: Chain Saw, Concrete Small Tools, Concrete Vibrating Machine, Cribber & Shorer (except tunnel), Hydraulic Jacks

and similar tools, Operator and Tender of Pneumatic and Electric Tools (not herein separately classified), Pipe Caulker and Back-Up Man-Pipeline, Pipe Wrapper, Pneumatic Gopher, Pre-Cast Manhole Erector, Rigger and Signal

Man-Pipeline

GROUP 4: Air and Water Washout Nozzleman; Bio-Filter, Pressman, Installer, Operator; Scaffold Laborer; Chuck Tender; Concrete Cutting Torch; Gunite; Hand-Guided Trencher; Jackhammer and/or Pavement Breaker; Scaler (using boson's chair or safety belt); Tamper (mechanical all types).

GROUP 5: AC Dumpman, Asbestos Abatement, Asphalt Raker II, Drill Doctor/Air Tool Repairman, Hazardous Waste Removal, Lead Abatement, Lead Pipeman, Process Piping Installer, Scaler (Driller), Pest Technician/Weed Control, Scissor Lift, Hydro Mobile Scaffold Builder.

PAIN0086-001 04/01/2017

	Rates	Fringes
PAINTER (Yavapai County only), SAND BLASTER/WATER BLASTER (all Counties).....	$ 19.58	6.40

PAINTER

ZONE PAY: More than 100 miles from Old Phoenix Courthouse
$3.50 additional per hour.

SUAZ2009-001 04/20/2009

	Rates	Fringes
CEMENT MASON	$ 19.28	3.99
ELECTRICIAN	$ 22.84	6.48
IRONWORKER (Rebar)		
Pima County	$ 23.17	14.83
Pinal County	$ 20.27	8.35
LABORER		
Asphalt Raker	$ 15.49	3.49
Compaction Tool Operator	$ 14.59	2.91
Concrete Worker	$ 13.55	3.20
Concrete/Asphalt Saw	$ 13.95	2.58
Driller-Core, diamond, wagon, air track	$ 16.94	3.12
Dumpman Spotter	$ 14.99	3.16
Fence Builder	$ 13.28	2.99
Flagger Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 12.35	1.59
Formsetter	$ 16.09	3.97
General/Cleanup Laborer Coconino, Maricopa, Mohave, Pima, Yavapai & Yuma	$ 14.54	3.49
Grade Setter (Pipeline)	$ 17.83	5.45
Guard Rail Installer	$ 13.28	2.99
Landscape Laborer	$ 11.39	
Landscape Sprinkler Installer	$ 15.27	
Pipelayer	$ 14.81	2.96
Powderman, Hydrasonic	$ 16.39	2.58
OPERATOR: Power Equipment		

Asphalt Laydown Machine.....$ 21.19 6.05
Backhoe < 1 cu yd
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 17.37 3.85
Backhoe < 10 cu yd
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59
Clamshell < 10 cu yd
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59
Concrete Pump (Truck
Mounted with boom only)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 19.92 7.10
Crane (under 15 tons).....$ 21.35 7.36
Dragline (up to 10 cu yd)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59
Drilling Machine
(including Water Wells).....$ 20.58 5.65
Grade Checker
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 16.04 3.68
Hydrographic Seeder.....$ 15.88 7.67
Mass Excavator.....$ 20.97 4.28
Milling Machine/Rotomill....$ 21.42 7.45
Motor Grader (Finish-any
type power blade)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 21.92 4.66
Motor Grader (Rough)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 20.07 4.13
Oiler.....$ 18.15 8.24
Power Sweeper.....$ 16.76 4.44
Roller (all types Asphalt)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.27 3.99
Roller (excluding asphalt)..$ 15.65 3.32
Scraper (pneumatic tired)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 17.69 3.45

Screed
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 17.54 3.72
Shovel < 10 cu yd
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59
Skip Loader (all types <3
cu yd).....$ 18.28 5.30
Skip Loader (all types 3 <
6 cu yd)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.64 4.86
Skip Loader (all types 6 <
10 cu yd).....$ 20.15 4.52
Tractor (dozer, pusher -
all)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 17.26 2.65

PAINTER
Coconino, Maricopa,
Mohave, Pima, Pinal & Yuma..$ 15.57 3.92

TRUCK DRIVER
2 or 3 Axle Dump or
Flatrack.....$ 16.27 3.30
5 Axle Dump or Flatrack.....$ 13.97 2.89
6 Axle Dump or Flatrack (<
16 cu yd).....$ 17.79 6.42
Belly Dump.....$ 14.67
Oil Tanker Bootman.....$ 22.03
Self-Propelled Street
Sweeper.....$ 13.11 5.48
Water Truck 2500 < 3900
gallons.....$ 18.14 4.55
Water Truck 3900 gallons
and over.....$ 15.92 3.33
Water Truck under 2500
gallons.....$ 15.94 4.16

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification,

which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION

APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project

description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF
GENERAL
DECISION "

Bid Solicitation: ADSPO18-00007536

Header Information

Bid Number:	ADSPO18-00007536	**Description:**	Statewide Bridge, Road, and Parking Lot Repair and Construction Job Order Contracting	**Bid Opening Date:**	09/13/2017 03:00:59 PM
Purchaser:	Eric Peterson	**Organization:**	State of Arizona		
Department:	ADSPO - State Procurement Office	**Location:**	SPO - State Procurement Office		
Fiscal Year:	18	**Type Code:**	SW - Statewide	**Allow Electronic Quote:**	Yes
Alternate Id:		**Required Date:**		**Available Date :**	08/21/2017 03:00:00 PM
Info Contact:	Eric Peterson, Procurement Manager, eric.peterson@azdoa.gov, (602) 364-0134	**Bid Type:**	OPEN	**Informal Bid Flag:**	No
Purchase Method:	Open Market				

Pre Bid Conference: Optional Pre-Offer Conference, August 28th at 1 pm, Room 300, Arizona Department Of Administration Building, 100 N. 15th Ave, Phoenix. Bring legal ID to obtain temp. security badge at Security Office. Arrive 15 minutes early to obtain temp. badge.

Bulletin Desc: Statewide job order construction services for horizontal work including bridge, road and parking lot repair, maintenance and construction.

Ship-to Address:	Arizona Department of Administration State Procurement Office 100 N 15th Ave. Suite 402 Phoenix, AZ 85007 US Email: spoinvoices@azdoa.gov Phone: (602)542-5511	**Bill-to Address:**	Arizona Department of Administration State Procurement Office 100 N 15th Ave. Suite 402 Phoenix, AZ 85007 US Email: spoinvoices@azdoa.gov Phone: (602)542-5511	**Print Format:**	Bid

File Attachments: Solicitation ADSPO18-00007536.pdf , Part 11 RFQ JOC HOR Annex 1 to Attachment 2-B.xlsx , Part 11 RFQ JOC HOR SOQ ATTACHMENTS.docx , Part 12 Exhibit III Const Contractor Engagement Survey.xlsx , 7536 Amendment One.pdf

Form Attachments:

Bid Method: Request for Qualifications

Amendments:

Amendment #	Amendment Date	Amendment Note
1	08/31/2017 10:26:15 AM	Header 1. Bid Opening Date changed from "09/08/2017 03:00:59 PM" to "09/13/2017 03:00:59 PM". 2. Custom Field: Custom Field changed from "09/08/2017 03:00:00 PM" to "09/13/2017 03:00:59 PM". Attachment File Changes: Header 1. File '7536 Amendment One.pdf': File '7536 Amendment One.pdf' added .

Item Information

Item # 1: (909 - 30) Offeror shall enter a "Unit Cost" of $1.00 in the line item 1 pricing. In the absence of pricing, ProcureAZ will enter the submittal as a NO BID.

NIGP Code: 909-30
Building Construction (Not Otherwise Classified)

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		LUMPSUM - Lump Sum				

Manufacturer: Brand: Model:

Make: Packaging:

Counties Requiring Service:

Bid Tab Close Window

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2017

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 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
Farmer Woods Group
919 North 1st Street
Phoenix AZ 85004

CONTACT NAME: Cindy Herrera
PHONE (A/C, No, Ext): (602)264-0566 FAX (A/C, No): (602)277-4706
E-MAIL ADDRESS: cindy-herrera@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance	23035
INSURER B : National Union Fire Insurance	19445
INSURER C : Travelers Property Casualty Company	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sunland Asphalt & Construction Inc
3002 S Priest Dr
Tempe AZ 85282

COVERAGES CERTIFICATE NUMBER: 17/18 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			TB2-Z91-465992-037	7/1/2017	7/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS 19			CA9775927	7/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			ZUP21N9481917NF	7/1/2017	4/1/2018	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC011569704	7/1/2017	4/1/2018	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: Solicitation #ADSPO18-00007536 Statewide Bridge, Road & Parking Lot repair; maintenance & construction,
Arizona Department of Administration Procurement as additional insured as required in a written contract per forms LC2058 01/17 primary non-contributory included, Waiver of subrogation as required in a written contract per forms LC0443 01/17, 62897 06/95 & WC000313 04/84 attached.

CERTIFICATE HOLDER

Arizona Department of
Administration Procurement
1000 N 15th Ave
Suite 201
Phoenix, AZ 85007

CANCELLATION

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
Cindy Herrera/VAKELL Cynthia A Herrera

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ENDORSEMENT

This endorsement, effective 12:01 A.M. **07/01/2017** forms a part of

policy No CA9775927 issued to **Sunland Asphalt & Construction Inc**

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

Cynthia A. Herrera

AUTHORIZED REPRESENTATIVE

Policy Number TB2-Z91-465992-037
Issued by Liberty Mutual Fire Ins Co

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. **Blanket Additional Insured Where Required By Written Agreement**
Lessors of Leased Equipment
Managers or Lessors of Premises
Mortgagees, Assignees or Receivers
Owners, Lessees or Contractors
Architects, Engineers or Surveyors
Any Person or Organization
Item 2. **Blanket Additional Insured – Grantor Of Permits**
Item 3. **Other Insurance Amendment**

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of Section II – Who Is An Insured is amended to add the following:

Additional Insured by Written Agreement

The following are insureds under the policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

1. **Lessors of Leased Equipment**: The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. **Managers or Lessors of Premises**: Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

   The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

   If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

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This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or

c. Any premises for which coverage is excluded by endorsement.

3. **Mortgagees, Assignees or Receivers**: Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

   This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Owners, Lessees or Contractors**: Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

   This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

   There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

   If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

   This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. **Architects, Engineers or Surveyors**: Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

   a. In connection with your premises; or

   b. In the performance of your ongoing operations.

   This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

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a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

6. **Any Person or Organization Other Than a Joint Venture**: Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with premises owned by or rented to you.

   This insurance does not apply to:

   a. Any person(s) or organization(s) more specifically covered in Paragraphs 1 through 5 above;

   b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or

   c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this Item 1:

1. Applies to the extent permitted by law;

2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;

3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";

4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and

5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

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Item 2. **Blanket Additional Insured – Grantor Of Permits**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and

2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;

2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or

3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. **Other Insurance Amendment**

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

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Policy Number TB2-Z91-465992-037
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. **Reasonable Force**
Item 2. **Non-Owned Watercraft Extension**
Item 3. **Damage To Premises Rented To You – Expanded Coverage**
Item 4. **Bodily Injury To Co-Employees**
Item 5. **Health Care Professionals As Insureds**
Item 6. **Knowledge Of Occurrence Or Offense**
Item 7. **Notice Of Occurrence Or Offense**
Item 8. **Unintentional Failure To Disclose**
Item 9. **Bodily Injury Redefined**
Item 10. **Supplementary Payments – Increased Limits**
Item 11. **Property In Your Care, Custody Or Control**
Item 12. **Mobile Equipment Redefined**
Item 13. **Newly Formed Or Acquired Entities**
Item 14. **Waiver Of Right Of Recovery By Written Contract Or Agreement**
Item 15. **Contractual Liability – Railroads**

Item 1. **Reasonable Force**

Exclusion a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. **Non-Owned Watercraft Extension**

Paragraph (2) of Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge;

Item 3. **Damage To Premises Rented To You – Expanded Coverage**

A. The final paragraph of 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

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Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

B. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

   The Damage To Premises Rented To You Limit is the greater of:

   a. $300,000; or

   b. The Damage To Premises Rented To You Limit shown on the Declarations.

C. Paragraph 9.a. of the definition of "insured contract" in Section V – Definitions is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

D. The paragraph immediately following Paragraph (6) of Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits of Insurance.

Item 4. **Bodily Injury To Co-Employees**

A. Paragraph 2. of Section II – Who Is An Insured is amended to include:

Each of the following is also an insured:

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

(1) To you;

(2) To your partners or members (if you are a partnership or joint venture);

(3) To your members (if you are a limited liability company); or

(4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Paragraph 2.a.(1)(a) of Section II – Who Is An Insured does not apply to "bodily injury" for which insurance is provided by this paragraph.

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B. The insurance provided by this Item 4. for "bodily injury" to a co-"employee" or "volunteer worker" will not apply if the injured co-"employee's" or "volunteer worker's" sole remedy for such injury is provided under a workers' compensation law or any similar law.

C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 5. **Health Care Professionals As Insureds**

A. Paragraph 2.a.(1)(d) of Section II – Who Is An Insured is replaced by the following:

(d) Arising out of his or her providing or failure to provide professional health care services. However, any "employee" or "volunteer worker" of the Named Insured who is acting as a Good Samaritan in response to a public or medical emergency or who is a "designated health care provider" is an insured with respect to "bodily injury" and "personal and advertising injury" that:

(i) Arises out of the providing of or failure to provide professional health care services; and

(ii) Occurs in the course of and within the scope of such "employee's" or "volunteer worker's" employment by the Named Insured.

B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

(1) Liability assumed under an "insured contract" or any other contract or agreement;

(2) Liability arising out of the providing of professional health care services in violation of law;

(3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;

(4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or

(5) Punitive or exemplary damages, fines or penalties.

C. The following definition is added to Section V – Definitions:

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. Other Insurance

The insurance provided by this Item 5. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 6. **Knowledge Of Occurrence Or Offense**

Knowledge of an "occurrence" or offense by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" designated by you to notify us of an "occurrence" or offense has knowledge of the "occurrence" or offense.

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Item 7. **Notice Of Occurrence Or Offense**

For purposes of Paragraph 2.a. of Section IV – Commercial General Liability Conditions, you refers to your "executive officer" or "employee" that you have designated to give us notice.

Item 8. **Unintentional Failure To Disclose**

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 9. **Bodily Injury Redefined**

The definition of "bodily injury" in Section V – Definitions is replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and

b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

Item 10. **Supplementary Payments – Increased Limits**

Paragraphs 1.b. and 1.d. of Section I – Supplementary Payments – Coverages A And B are replaced by the following:

b. Up to $3,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

Item 11. **Property In Your Care, Custody Or Control**

A. Paragraphs (3) and (4) of Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability are deleted.

B. Additional Exclusion

   Coverage provided by this endorsement does not apply to "property damage" to property while in transit.

C. Limits of Insurance

   Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A. above is:

   $10,000 Each Occurrence Limit

   $75,000 Aggregate Limit

   The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

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The Aggregate Limit is the most we will pay for the sum of all damages under this Item 11.

D. Other Insurance

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

Item 12. **Mobile Equipment Redefined**

The definition of "mobile equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning.

Item 13. **Newly Formed Or Acquired Entities**

A. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until:

(1) The 180th day after you acquire or form the organization;

(2) Separate coverage is purchased for the organization; or

(3) The end of the policy period

whichever is earlier;

b. Section I – Coverage A – Bodily Injury And Property Damage Liability does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Section I – Coverage B – Personal And Advertising Injury Liability does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

B. The insurance afforded to any organization as a Named Insured under this Item 13. does not apply if a Broad Form Named Insured endorsement attached to this policy applies to that organization.

Item 14. **Waiver Of Right Of Recovery By Written Contract Or Agreement**

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

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Item 15. **Contractual Liability – Railroads**

Paragraph 9. of Section V – Definitions is replaced by the following:

9. "Insured contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

      Paragraph f. does not include that part of any contract or agreement:

      (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

         (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

         (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

      (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 07/01/2017 forms a part of Policy No. WC011569704

Issued to Sunland Asphalt & Construction Co Inc

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER
INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 07/01/2017 forms a part of

policy No. CA9775927 issued to Sunland Asphalt & Construction Inc

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

Master Blanket Purchase Order ADSPO18-188017

Header Information

Purchase Order Number:	ADSPO18-188017	**Release Number:**	0	**Short Description:**	Statewide Bridge, Road, and Parking Lot Repair and Construction Job Order Contracting
Status:	3PS - Sent	**Purchaser:**	Dustin Deason	**Receipt Method:**	Dollars
Fiscal Year:	2018	**PO Type:**	Blanket	**Minor Status:**	
Organization:	State of Arizona				
Department:	ADSPO - State Procurement Office	**Location:**	SPO - State Procurement Office	**Type Code:**	Statewide
Alternate ID:		**Entered Date:**	11/13/2017 08:00:30 PM	**Control Code:**	
Days ARO:	0	**Retainage %:**	0.00%	**Discount %:**	0.00%
Print Dest Detail:	If Different				
Catalog ID:		**Release Type:**	Direct Release	**Pcard Enabled:**	No
Contact Instructions:	Dustin.Deason@azdoa.gov	**Tax Rate:**		**Actual Cost:**	$0.00
Master Blanket/Contract End Date (Maximum):	11/13/2022 08:11:00 PM				
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Commodity Reference Id:					
PO External Doc Type:	None				
Agency Attachments:	PO Terms & Conditions Solicitation ADSPO18-00007536.pdf Part 11 RFQ JOC HOR Annex 1 to Attachment 2-B.xlsx Part 11 RFQ JOC HOR SOQ ATTACHMENTS.docx Part 12 Exhibit III Const Contractor Engagement Survey.xlsx 7536 Amendment One.pdf 01 SOLICITATION.zip 02 EVALUATION.zip 03 DETERMINATION_AWARD.zip 7536 CONTRACT USER GUIDE.pdf 7536 PROCUREMENT FILE CHECKLIST.pdf Signed Offer and Acceptance Form Sunland.pdf 7536 Evaluation Spreadsheet FINAL~1.xlsx				
Vendor	Part 11 RFQ JOC HOR Annex 1 to Attachment 2-B.xlsx JOC Horizontal Adjustment Factors_Sunland				

Attachments: Asphalt BAFO_11 6 2017.xlsx Part 11 RFQ JOC HOR SOQ ATTACHMENTS~1.pdf Sunland COI.PDF

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor: 000000308 - SUNLAND ASPHALT
Asia Flood
3002 S. Priest Dr., Suite 100
Tempe, AZ 85282
US
Email: ngorrocino@sunlandasphalt.com
Phone: (602)288-5497
FAX: (602)914-7359
Alt. Reference: Z0001

Payment Terms: Net 30

Shipping Method: Best Way

Shipping Terms: F.O.B., Origin

Freight Terms: Freight Allowed

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to craigw@sunlandasphalt.com at 11/13/2017 08:17:17 PM	11/13/2017 10:23:43 PM
Change Order 1	Emailed to lfolsom@sunlandasphalt.com at 05/11/2018 10:50:50 AM	05/14/2018 09:18:30 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000000308	PZ000000308	SUNLAND ASPHALT	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 11/13/2017 **Master Blanket/Contract End Date:** 11/13/2018

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	$0.00	$127,394.27	$0.00

Item Information

Print Sequence # 6.0, Item # 6: HORIZONTAL JOC work REGION 6. Attach necessary documentation and enter Contractor Job Order cost. 3PS - Sent

NIGP Code: 909-30
Building Construction (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	$0.00	LUMPSUM - Lump Sum	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Print Sequence # 7.0, Item # 7: HORIZONTAL JOC work REGION 7. Attach necessary documentation and enter Contractor Job Order cost. 3PS - Sent

NIGP Code: 909-30
Building Construction (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	$0.00	LUMPSUM - Lump Sum	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Exit

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	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 9b.**
MEETING DATE: April 6, 2020 **DEPARTMENT:** Administration **STAFF PRESENTER:** Lisa Garcia, Deputy Town Manager/ Town Clerk **SUBJECT:** Community Services Advisory Board		☒ **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:

Recommendations are as follows:

1. Accept Tom Smith's resignation from the Community Services Advisory Board.
2. Appoint Doris Hagemann and William Vitalec to the Community Services Advisory Board with terms to expire December 31, 2022.

BACKGROUND/DISCUSSION:

On March 16, 2020, the Town Council adopted Ordinance No. 691-20, which created the Community Services Advisory Board. Since that time, Mr. Tom Smith has submitted his oral resignation and the Town Clerk's Office has received two applications.

Ms. Doris Hagemann term will expire on December 31, 2022.

Mr. William Vitalec term will also expire on December 31, 2022.

If both applicants are appointed, this would leave two alternate positions vacant.

Advertisements will be placed on the Town website, social media, Channel 11, and in the Florence Reminder noticing the availability of the two alternate positions.

A VOTE OF NO WOULD MEAN:

If the Town Council votes no, the board will continue to have two vacant seats. Town staff will continue to seek applications for the vacant seats.

A VOTE OF YES WOULD MEAN:

A vote of yes will fill all positions within the Board, with the exception of the two vacancies.

FISCAL IMPACT:

There is minimal cost for advertisement in the Florence Reminder and Blade Tribune.

ATTACHMENTS:

Doris Hagemann Application
William Vitalec Application
Member List

Received
NOV 20 2019
Florence
Town Clerk's Office

JUNIOR PARADA
TOWN OF FLORENCE
ARIZONA
FOUNDED
1866

Board and Commission Application

NAME: Doris Hagemann DATE: 11-18-19

Date Received: _____

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

Updated: 9-13-16

Board and Commission Application

Name: Doris Hagemann	**Date:** 11-18-2019
E-Mail Address: hagemannd@centurylink.net	
Street Address: 3607 N. North Dakota Ave Florence Az 85132	**Mailing Address:** →
Home Telephone: 520-450-8819	**Work Telephone:** —
Occupation: Retired teacher	**Best Time to Call:** early afternoon

Do you own commercial property or operate a business in Florence? ☒ Yes ☐ No

If yes, please provide:
Work/Business Name: 340 Natures Elements
Work/Business Address: same as above

Length of Residency in Florence: 5 Years **Are you a Registered Voter?** ☒ Yes ☐ No
Do you live within the Town's incorporated limits? ☒ Yes ☐ No

Are you now, or have you ever served on a board, commission or committee for the Town of Florence? ☒ Yes ☐ No

If yes, please provide name of board, commission and/or committee and dates served:

1. Arts + Culture Commission Dates: April 2017 (?) thru Dec 2019
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	Arts + Culture	2	

If appointed, how much time would you be able to devote to the board or commission?
Hours per week? _____ Hours per month? 4

Employment History

Employment Period	Employer's Name and Address	Title
Aug. 1995 - June 2014	Mayville School District Mayville, WI 53050	Teacher: Social Studies Department Chair

Civic Activities – Service Organizations

What personal and professional experience or background can you contribute to the board or commission? Educator for 20 years - Social studies. Artist + musician: Have provided drumming circle for past 3 years, + Arts for teens at Suter House.

What is the most significant contribution you can make as a member of the board or commission for which you are applying? Ideas and suggestions. Supply courses / activities to public at Suter House or in other community settings

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. Main St. Mural Spring 2019 Volunteer - Dorothy Nolan Senior Center, Board Secretary Pinal County Historical Society - Volunteer - Future Forward Foundation. Laura Carter encouraged me to apply several years ago.

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: [signature] Date: 11-18-19

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
2:30pm

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 2019

Florence
Town Clerk's Office

Board and Commission Application

NAME: William (Bill) Vitalec DATE: 10/29/19

Date Received: November 1, 2019

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

Updated: 9-13-16

Board and Commission Application

Name: William (Bill) Vitalec	**Date:** 10/29/2019
E-Mail Address: billsglass2018@gmail.com	
Street Address: 7598 W. Millerton Way, Florence, AZ.	**Mailing Address:** 7598 W. Millerton Way, Florence, AZ.
Home Telephone: 817-996-8558	**Work Telephone:** 817-996-8558
Occupation: Retired	**Best Time to Call:** anytime

Do you own commercial property or operate a business in Florence? ☐ **Yes** ■ **No**

If yes, please provide:
Work/Business Name:
Work/Business Address:

Length of Residency in Florence: 3 Years **Are you a Registered Voter?** ■ Yes ☐ No

Do you live within the Town's incorporated limits? ■ Yes ☐ No

Are you now, or have you ever served on a board, commission or committee for the Town of Florence? ☐ Yes ■ 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	ART and Culture Commission	2	

If appointed, how much time would you be able to devote to the board or commission?
Hours per week? _____ Hours per month? _____

Employment History

Employment Period	Employer's Name and Address	Title
28 Years	IBM / Eastman Kodak	Customer Engineer
7 Years	ATT	System Analyst

Civic Activities – Service Organizations
Knights od Columbus -- Assumption of the Blessed Virgin Mary, Florence
Casa Grande ART Group, Casa Grande, AZ
Artist of the Superstition, Gold Canyon, AZ

What personal and professional experience or background can you contribute to the board or commission?

I have been an artist for over 25 years, working career a Customer Engineerwith the largest companies ion the country. A Systen Analysts for Att and contracter many of the other largest companies. Delt with the public for the majority of my life.

What is the most significant contribution you can make as a member of the board or commission for which you are applying?

My life experiences.

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.

To support the ART community and help it grow to it's potential.

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: 10/29/2019

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 *

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Meetings: Meetings are held the 2nd Thursday of the month at 2:30 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

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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.
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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.**

COMMUNITY SERVICES ADVISORY BOARD

(9 members with Three-Year Terms and two alternates)
CSAB meets the second Thursday of the month at 6:00 p.m. at Town Hall Council Chambers, 775 N. Main Street.

Cydni Ambrosio
7997 W. Georgetown Way
Florence AZ 85132
Home: (520) 788-4842
genehoran@mac.com
Appointed: 2/4/2019
Expires: 12/31/2020

Sheree Berger
P.O. Box 324
409 Ashley Way
Florence AZ 85132
Home: (520) 868-5288
Cell: (520) 518-1526
shereeberger@hotmail.com
Re-appointed: 1/7/2019
Expires: 12/31/2021

Ed Curran
P O Box 1734
495 N. Warner
Florence AZ 85132
Home: 520-483-6694
Email: motodepowick@yahoo.com
Appointed: 11/22/2018
Expires: 12/31/2020

Doris Hagemann
3607 N. North Dakota Ave.
Florence AZ 85132
Home: 520-868-8758
hagemannd@centurylink.net
Appointed 4/6/2020
Expires: 12/31/2022

Talma Harmon
P O Box 1944
515 N. Warner
Florence AZ 85132
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Expires: 12/31/2020

Andrea L. Hild
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Cell: 520-705-2469
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Expires: 12/31/2020

Douglas W. Stinson
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Expires: 12/31/2021

William "Bill" Vitalec
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Appointed 4/6/2020
Expires: 12/31/2022

Alternate:
Vacant

Alternate:
Vacant

Effective: 4-6-2020