BUCKEYE, AZ

PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES. THANK YOU.

NOTICE OF POSSIBLE QUORUM OF THE CITY OF BUCKEYE PLANNING AND ZONING COMMISSION OR OTHER COUNCIL APPOINTED BOARD: PLEASE NOTE THAT THERE MAY BE A QUORUM PRESENT BUT THERE WILL BE NO VOTING TAKING PLACE BY THE CITY PLANNING AND ZONING COMMISSION OR OTHER COUNCIL APPOINTED BOARD AT THIS MEETING.

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
SEPTEMBER 17, 2024
AGENDA

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
6:00 p.m.
The doors will be open to the public at least 15 minutes prior to the start time of the meeting.

Accessibility for all persons with disabilities will be provided upon request. Please telephone your accommodation request (623) 349-6911, 72 hours in advance if you need a sign language interpreter or alternate materials for a visual or hearing impairment.

Voting Members will either attend in person or by telephone conference call or video presentation. Items listed may be considered in any order.

Pursuant to A.R.S. § 38-431.03(A)(3) the Council may, by majority vote, recess or adjourn to executive session at one or more times during the meeting, as needed to confer with the City Attorney for legal advice regarding any item listed on this agenda.

1. Call to Order/Invocation/Pledge of Allegiance/Roll Call

2. Comments from the Public- Members of the audience may comment on any non-agenda item of interest.

3. Awards/Presentations/Proclamations

3.A Special presentation in recognition of the Buckeye 940 Provision in the Federal Aviation Administration (FAA) Reauthorization Act.

3.B Recognition of the Buckeye Legislative Delegation for its work on behalf of the City of Buckeye during the 2024 Arizona Legislative Session.

4. CONSENT AGENDA ITEMS / NEW BUSINESS
Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. There will be no separate discussion of these items unless a Council member requests. This section

may include the approval of Minutes from previous meetings.

***4.A** Council to take action on Resolution No. 60-24 approving the Intergovernmental Agreement between the City of Buckeye and Agua Fria Union High School District No. 216 for school resource officer services at Verrado High School; and authorizing the Mayor and City Manager to execute and deliver said Agreement and related documents on behalf of the City of Buckeye.
Summary: The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for the District. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as a School Resource Officer to assist in the development and implementation of the School Safety Program in the District. The District agrees to reimburse the City of Buckeye for the salaries and overtime of the School Resource Officers in consideration for the services provided by the City under this Agreement.
Staff Liaison: Robert Sanders, Chief of Police, rsanders@buckeyeaz.gov, (623) 349-6430

***4.B** Council to take action on Resolution No. 61-24 approving the Intergovernmental Agreement between the City of Buckeye and Agua Fria High School District No. 216 for school resource officer services at Canyon View High School; and authorizing the Mayor and City Manager to execute and deliver said Agreement and related documents on behalf of the City of Buckeye.
Summary: The District has funding available through its maintenance and operations budget to fund school resource officer services for the District. The City and the District desire to enter into an agreement whereby the City will provide a sworn, certified police officer to serve as a School Resource Officer at Canyon View High School to assist in the development and implementation of the School Safety Program in the District. The District agrees to reimburse the City of Buckeye for the salary and overtime of the School Resource Officer in consideration for the services provided by the City under the Agreement.
Staff Liaison: Robert Sanders, Chief of Police, rsanders@buckeyeaz.gov, (623) 349-6430

***4.C** Council to take action on Resolution No. 62-24 approving an Intergovernmental Agreement (IGA) between the City of Buckeye and Buckeye Union High School District, relating to assignment and funding of school resource officer services at Buckeye Union High School District; and authorizing the City Manager to execute and deliver said Agreement on behalf of the City of Buckeye.
Summary: The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for the District. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as a School Resource Officer to assist in the development and implementation of the School Safety Program in the District. The District agrees to reimburse the City of Buckeye for the salaries and overtime of the School Resource Officers in consideration for the services provided by the City under this Agreement.
Staff Liaison: Robert Sanders, Chief of Police, rsanders@buckeyeaz.gov, (623) 349-6430

***4.D** Council to take action on Resolution No. 63-24 approving an Intergovernmental Agreement (IGA) between the City of Buckeye and the Buckeye Elementary School District, relating to assignment and funding of school resource officers; and authorizing the City Manager to execute and deliver said Agreement on behalf of the City of Buckeye.
Summary: The District has funding available through the Arizona Department of Education School Safety Program Grant to provide funding for certified police officers capable of performing

School Resource Officer services for the District. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as a School Resource Officer to assist in the development and implementation of the School Safety Program in the District. The District agrees to reimburse the City for the salaries, benefits and overtime of the School Resource Officers.
Staff Liaison: Robert Sanders, Chief of Police, rsanders@buckeyeaz.gov, (623) 349-6430

***4.E** Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025144) between the City of Buckeye, an Arizona municipal corporation, and Pride Outfitting, LLC, an Arizona limited liability company, for the purchase and installation of emergency and non-emergency lighting; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.
Summary: Approval of the CCPA with Pride Outfitting, LLC, will allow Fleet Management to purchase and install required lighting packages for both emergency and non-emergency vehicles that were approved in the Fiscal Year 2024-2025 budget. The total amount to be paid under this CCPA shall not exceed $750,000.
Staff Liaison: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov, (623) 349-6801

***4.F** Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025020) between the City of Buckeye, an Arizona municipal corporation, and Midway Chevrolet, LLC, a Delaware limited liability company, for the purchase of light and medium duty vehicles; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.
Summary: Approval of the CCPA with Midway Chevrolet, LLC, will allow the City to purchase various General Motor produced vehicles. The total amount to be paid under this CCPA shall not to exceed $ 500,000.
Staff Liaison: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov, (623) 349-6801

***4.G** Council to take action on the Non-Profit Community Funding sub-committee's recommendations to award funds to various non-profits that serve City of Buckeye residents.
Summary: In the Fiscal Year 2025 budget $95,000 is allocated for non-profit organizations that provide social services to residents in the City of Buckeye. This program provides local organizations an opportunity to maintain or expand services they currently provide to Buckeye residents. Seventeen applications were received requesting $209,320 collectively. The applications were reviewed by a subcommittee comprised of elected officials and staff. The subcommittee has recommended funding for twelve non-profit organizations in the total amount of $95,000.
Staff Liaison: Christine Grundy, Assistant to the Mayor, cgrundy@buckeyeaz.gov, (623) 349-6949

***4.H** Council to take action on Change Order No.1 to Task Order No. 12 of the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation, relating to the roadway improvements for Miller Road, Lower Buckeye Road to Pima Street project; and authorize the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.
Summary: The proposed Change Order includes the additional timeline and funding extension necessary between the old contract through the commencement of Change Order #1 for the completion of design services relating to the CIP No. 105260 Roadway Improvements Miller

Road, Lower Buckeye Road to Pima Street. The proposed Change Order #1 extends the contract date from its original June 30, 2024, period services end date and extends the period of service 335 calendar days which would end the period of service on May 31, 2025. Change Order #1 will also increase the not-to-exceed amount from the original $92,465.00 to $144,050.00.
Staff Liaison: Rodrigo Nemi, Interim CIP Project Manager, rnemi@buckeyeaz.gov, (623) 204-8442

***4.I** Council to take action on the City's grant of a utility easement, as set forth in the Utility Easement Agreement, between the City of Buckeye, an Arizona municipal corporation, and Arizona Public Service Company ("APS"), an Arizona corporation; and authorize the City Manager to execute and deliver said Utility Easement Agreement on behalf of the City.
Summary: This Utility Easement Agreement is a requirement for the construction and maintenance of electrical services related to CIP No. 102660 Police Communications Center. This Utility Easement Agreement is necessary for the construction and operation of the future Police Communications Center.
Staff Liaison: Steve Riley, Construction Project Manager, sriley@buckeyeaz.gov, (623) 687-8442

***4.J** Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025151) between the City of Buckeye, an Arizona municipal corporation, and Saguaro Summit, LLC, DBA Christmas Light Decorators, an Arizona limited liability company, relating to the lease, installation and removal of holiday decor and lighting throughout Buckeye; and authorizing the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.
Summary: Approval of the CCPA with Saguaro Summit will provide holiday decor and lighting throughout the City. Displays will be expanded in Downtown Buckeye to create a more cohesive theme and attraction. Displays include building lights, tree lights, physical props and displays, holiday tree and photo pods. The total amount to be paid under this CCPA shall not exceed $300,000.
Staff Liaison: Kim Anderson, Events Manager, kanderson@buckeyeaz.gov, (623) 349-6331

***4.K** Council to take action on a Minor Subdivision for a section of Verrado Marketside East located east of Verrado Way on the north and south sides of McDowell Road.
Summary: The applicant is requesting a Minor Subdivision for an area known as Marketside East. This subdivision plat finalizes the design and layout of the commercial/mixed-use parcels east of Verrado Way and north of McDowell Road. It also establishes the primary and secondary entrances to the future commercial mixed-uses within the Marketside East area.
Staff Liaison: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215

***4.L** Council to take action on Resolution No. 50-24 approving the Intergovernmental Agreement between the City of Buckeye and Maricopa County administered by its Human Services Department for the Community Development Block Grant (CDBG) program for the provision of CDBG funds for the 10th Street and alleyway improvements; and authorizing the Mayor and City Manager to execute and deliver said Agreement and related documents on behalf of the City of Buckeye.
Summary: The purpose of this Agreement is for the County to provide the Subrecipient (City of Buckeye) with Community Development Block Grant (CDBG) funds, up to a maximum reimbursement of $605,413, for improvements to 10th Street and adjacent alleyways. This project will benefit the adjacent residential area, which is frequently traveled by heavy equipment servicing residents and public facilities. Enhancing the travel lanes will improve safety for

residents and reduce fugitive dust emissions by mitigating pollution sources. The estimated construction cost is $779,396. City staff will be responsible for adhering to the implementation schedule, submitting quarterly reports, and requesting reimbursement, which will not exceed $605,413.
Staff Liaison: Andrea Marquez, Senior Planner Special Projects, amarquez@buckeyeaz.gov, (623) 349-6220

***4.M** Council to take action on a Map of Dedication (MOD) for a section of Verrado Way, Market Street and McDowell Road from Interstate 10 to McDowell Road within the Verrado Marketside District.
Summary: The applicant is requesting a Map of Dedication (MOD) to dedicate additional right-of-way along a section of Verrado Way from Interstate 10 to McDowell Road within the Verrado Marketside District. This dedication will result in additional right-of-way for Verrado Way, Market Street, and McDowell Road.
Staff Liaison: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215

***4.N** Council to take action on a Replat titled Heritage West Commercial, located at the southeast corner of Miller Road and Broadway Road.
Summary: The Heritage West Commercial Replat covers two parcels, Lot 1 and Lot 2, totaling approximately 19.21 acres at the southeast corner of Miller Road and Broadway Road. A Minor Subdivision for Heritage West was approved and recorded in May 2023. This request dedicates approximately 25,676 square feet of right-of-way along Miller Road and 31,716 square feet along Broadway Road. Additionally, Lot 2 will be subdivided into four smaller lots, resulting in a total of five lots. Finally, a water easement will be dedicated ensuring access to water infrastructure and utilities.
Staff Liaison: Jennifer Fostino, Planner II, jfostino@buckeyeaz.gov, (623) 349-6295

***4.O** Council to take action on the Contract for Materials and Services (Contract No. 2025187) between the City of Buckeye, an Arizona municipal corporation, and Purifics Water Inc., a Foreign corporation, related to the use of their Continuous Ultra-Filtration drinking water purification system; and authorize the City Manager to execute and deliver said Contract on behalf of the City of Buckeye.
Summary: The Water Resources Department seeks approval of the Materials and Services Contract with Purifics Water, Inc., for the use of their continuous ultra-filtration drinking water purification system for both arsenic and fluoride removal. The total amount to be paid under this Contract shall not exceed $3,402,856.
Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102

***4.P** Council to take action on the request for a new Series 12 Restaurant Liquor License (Application No. 300329) for Chipotle Mexican Grill #4998, located at 19657 West Indian School Road in Buckeye.
Summary: Chipotle Mexican Grill #4998 is requesting approval for a Series 12 Restaurant Liquor License Application for their business located on Indian School Road. The application and public notice were legally posted and the application was approved by staff.
Staff Liaison: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911

***4.Q** Council to take action on the removal of Nick Hudec as a Regular Member (District 6) of the Planning and Zoning Commission and the appointment of Sebastiano Trupiano as a Regular Member (District 6) of the Planning and Zoning Commission with a term expiration date of

December, 2029.
Summary: The City encourages community involvement in our programs through our boards and commissions. Members are removed when they no longer meet the minimum requirements to serve, they do not meet a minimum attendance record, they have served two consecutive full terms, or if they resign. Nick Hudec has submitted his notice of resignation. Sebastiano Trupiano has served as the District 6 Alternate Member of the Planning and Zoning Commission since December, 2021.
Staff Liaison: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914

***4.R** Council to take action on the August 6, 2024 Council Workshop Minutes, August 6, 2024 Regular Council Meeting Minutes, August 20, 2024 Council Workshop Minutes, August 20, 2024 Regular Council Meeting Minutes, September 3, 2024 Special Council Meeting and Executive Session Minutes, and September 3, 2024 Regular Council Meeting Minutes.
Summary: Minutes of all Council meetings are drafted in accordance with Arizona's Open Meeting Law, are reviewed and approved by Council at a future meeting, and then filed with the City's permanent records. All approved meeting minutes are posted on the City's website and maintained in the Office of the City Clerk.
Staff Liaison: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914

5. Comments from the Mayor and Council

Mayor and Council may present a brief summary of current events and/or report on any of the Boards and Commissions and other organizations as necessary. The Council may not propose, discuss, deliberate, or take any legal action on information presented. Council may direct inquiries to staff.

6. City Manager's Report and Summary of Current Events

7. Proposals for Future Agenda Items

The Mayor or three Council Members may propose items for inclusion in a future agenda. Council shall not discuss the merit or substance of any proposed item: discussion and action shall be limited to whether or not the item shall be included in a future agenda.

8. Adjournment

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.A. PD - Intergovernmental Agreement with Agua Fria High School District (Verrado High School) for School Resource Officers (SRO's)
DATE PREPARED: 09/12/24	**DISTRICT NO.:**
STAFF LIAISON: Robert Sanders, Chief of Police, rsanders@buckeyeaz.gov, (623) 349-6430	
DEPARTMENT: Police	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 60-24 approving the Intergovernmental Agreement between the City of Buckeye and Agua Fria Union High School District No. 216 for school resource officer services at Verrado High School; and authorizing the Mayor and City Manager to execute and deliver said Agreement and related documents on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye (the “City”) and the District would like to enter into an agreement whereby the Buckeye Police Department will provide a sworn police officer to serve as a school resource officer for Verrado High School.

BENEFITS:
The presence of school resource officers (SROs) in schools is advantageous not only for the protection of children and their teachers but also for the education of the students. This is because SROs are obligated to complete a predetermined number of hours of law-related education hours. In addition, the presence of police assigned to the School frees up patrol officers from the obligation of responding to the School for a variety of requests for assistance. In conclusion, partnering with the District will result in reimbursable salary savings for the Buckeye’s Police Department.

FUTURE ACTION:
Once Council approves the Agreement, the City Clerk will forward the executed agreement to the Grants Administrator and Commander of the Patrol division. The District has reviewed and signed the attached IGA. Once signed, the agreement will be in effect until June 30th, 2025.

FINANCIAL IMPACT STATEMENT:
The District agrees to reimburse the City for the salary, benefits and overtime of the School Resource Officer in consideration for the services provided by the City under this Agreement. The SRO’s salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the School’s Grants Office prior to payment of any invoice to the City.

CURRENT FISCAL YEAR TOTAL COST:
The District agrees to reimburse the City of Buckeye in consideration for the services provided by the City under this Agreement.

BUDGETED:

Yes

FISCAL YEAR:
2025

FUND/DEPARTMENT:
35732121-523114

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Verrado IGA 2024-2025.pdf
Resolution No. 60-24 Approving the IGA with Agua Fria Union High School District No. 216 for SRO Services.docx

INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF BUCKEYE
FOR
SCHOOL RESOURCE OFFICER
SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of July 1, 2024, between the City of Buckeye, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, a political subdivision of the State of Arizona (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Verrado High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Verrado High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I - OBLIGATIONS OF THE CITY

1.1 Services to be provided.

A. The City shall provide SRO Services to the District at Verrado High School on an hourly basis, as required by the School's Principal, but not to exceed 40 hours per week.

B. The Buckeye Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Buckeye Police Chief, in his or her sole discretion.

C. The Principal will assist the SRO Supervisor with preparation of an annual performance evaluation based upon requirements of the Buckeye Police Department Policy. The SRO shall also provide a weekly recap of law-related education, law enforcement activity and time on campus to the SRO Supervisor. This recap can be provided to the District upon request.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records report, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Buckeye Police Department SRO Program, attached hereto as Exhibit A and incorporated by reference herein.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II - OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. The District shall pay up to $85,178 of the costs associated with SRO Services received on a yearly basis (half of yearly salary plus actual cost of employer-paid benefits) for the ten-month period covering the school year; the City shall pay 100% of the SRO's costs during the two-month summer break and any other school breaks or school-observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Verrado High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Buckeye Police Department supervisor before working on school-related overtime.

B. The District will not pay for any SRO Services for any one- or two-week long school breaks in November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

C. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training. The District shall pay $1,000.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by the District. No District or Verrado High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and that result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 1, 2024 until June 30, 2025, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel. The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Buckeye Police Officer.

3.4 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. The City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of the City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as the City meets the requirements of its agreed-upon scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records. Both parties shall maintain the records required in this Agreement in accordance with the Arizona Public Records retention requirements.

3.6 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and upon the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter.

3.7 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Buckeye 530 E. Monroe Avenue Buckeye, AZ 85326 Attn: Daniel Cotterman, City Manager
With a copy to:	Gust Rosenfeld, P.L.C. One East Washington Street, Suite 1600 Phoenix Arizona 85004-2553 Attn: John Austin Gaylord, Esq.
If to the District:	Agua Fria Union High School District 1481 North Eliseo Felix Jr. Way, Suite 110 Avondale, Arizona 85323 Attn: Mark Yslas, Superintendent
With a copy to:	Udall Shumway, PLC 1138 North Alma School Road, Suite 101 Mesa, Arizona 85201 Attn: Curtis M. Chipman, Esq.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and

refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.13 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by

the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

3.14 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of ARIZ. REV. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Processes to Address Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"	**"District"**
CITY OF BUCKEYE, an Arizona Municipal corporation	AGUA FRIA HIGH SCHOOL DISTRICT NO. 206 a political subdivision of the State of Arizona
By: _____	By: _____
Date: _____	Date: 7/11/24

ATTEST:

_____
City Clerk

In accordance with the requirements of ARIZ. REV. STAT.§ ll-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of State of Arizona.

_____
Attorney for the District

_____
Attorney for the City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
BUCKEYE UNION HIGH SCHOOL DISTRICT AND
THE CITY OF BUCKEYE
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Buckeye Police Department SRO Program]

See following pages.

BUCKEYE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the City of Buckeye Police SRO Program (the "SRO Program") is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Buckeye. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Goals.

A. To reduce incidents of school violence:

1. Enforce City Code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide law-related education ("LRE") counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, theirs rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

III. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Buckeye Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Buckeye Police Department. The City of Buckeye will provide supervisory personnel to oversee the SRO Program.

B. SRO Accountability: The Buckeye Union High School Principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct-related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Buckeye Police Department to investigate any misconduct allegations against an SRO.

IV. Procedures.

The SRO Program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Guidance Manual, and in accordance with Buckeye Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Buckeye and shall at all times remain under the command and control of the Buckeye Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to a Buckeye Police Supervisor for all activities.
- SROs will not involve themselves with Buckeye Union High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such; however, they are to be used as a law-related resource to assist students, staff and all persons involved with Buckeye Union High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs are not certified teachers and therefore should present in classrooms with a teacher present at all times.

V. SRO Selection.

A. Recommended Qualifications:

1. Desire to work with students, educators, and parents.
2. Willingness to teach law-related education.
3. Supportive of prevention strategies.
4. Satisfactory employment history with supporting documentation.

5. Demonstrated effectiveness in working with youth.
6. Oral and written communication skills.
7. Ability to effectively interact and communicate with diverse sets of individuals.
8. Supportive of the philosophy of the SRO Program.
9. Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
10. AZPOST certified general instructor.

B. SRO Duties Include:

1. Establish liaison with school administrators, staff, students, and parents.
2. Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
3. Network with community agencies that may or do provide services to the school.
4. Act as a resource in the investigation of school-related criminal activities
5. Participate in the Parent-Teacher association as requested.
6. Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
7. Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
8. Investigate criminal offenses occurring on campus.
9. Conduct follow-up of assigned criminal cases.
10. Conduct interviews, interrogations and make arrests when necessary.
11. Provide information when requested to students, parents, and staff in law-related situations.
12. Maintain tracking system of statistical information required by supervisor and school administration.

VI. <u>SRO Role</u>.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law enforcement officer. When necessary the SRO has the authority to intervene as a law enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations. Following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.

4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off his or her assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the Verrado High School Principal or designee:
    a. Total hours of LRE classroom instruction
    b. LRE topic and law enforcement
    c. Teacher name and subject of each class where an LRE lesson is taught
    d. Total hours of Law Enforcement/Probation activity
    e. Time spent per LRE lesson
    f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent in applying rules and regulations with students, staff and parents.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff, and carry out the philosophy and goal of the City of Buckeye SRO Program.
- Attend SRO Program management training for supervisors.
- Conduct ongoing visits to schools where the SRO is assigned.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off his or her assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SROs for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SROs, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief chain of command on any unusual incidents at Buckeye Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School Principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

VIII. School District Role:

The District administrator, site principal and teachers' support of the SRO Program is vital to the SRO Program's success.

A. District Level:

1. Supports and communicates the SRO Program philosophy to all site staff.
2. Understands the SRO Program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO Program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO Program guidelines.

4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Intergovernmental Agreement, school operational procedures and specifics of the SRO Program on campus.
8. Monitors the SRO Program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to his or her role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO Program in their classrooms to students and parents.
2. Understands and agrees to the SRO Program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

IX. <u>The Performance Evaluation</u>

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO Program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO Program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

  If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

X. Law-Related Education ("LRE")[1]

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies*.)

B. Possible Benefits. Law-Related Education is a component of the SRO Program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

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[1] Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of "the system."

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education
www.ade.az.gov
Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education
http://www.azflse.org/
The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids
www.lawforkids.org
Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC)
http://www.azprevention.org/
APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE
http://www.drugfree.org/join-together
National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe
www.keepschoolssafe.org
A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)
www.nasro.org
Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA)
www.asroa.org
Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center
www.dropoutprevention.org
Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools
http://educationnorthwest.org/
Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center
www.nssc1.org
Clearinghouse for school safety information.

National Youth Gang Center
www.iir.com/nygc
Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention
www.ojjdp.gov
Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF)
www.crf-usa.org
Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC)
www.abanet.org
Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc.
www.streetlaw.org
Offers program training and program development in law-related education.

RESOLUTION NO. 60-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BUCKEYE AND AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 FOR SCHOOL RESOURCE OFFICER SERVICES AT VERRADO HIGH SCHOOL; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, Arizona and Agua Fria Union High School District No. 216 desire to enter into an Intergovernmental Agreement to provide for the assignment and funding of school resource officers from the City's Police Department;

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The Intergovernmental Agreement between the City of Buckeye and Agua Fria Union High School District, relating to School Resource Officer Services at Verrado High School (the "IGA"), is hereby approved in the form on file with the City Clerk.

Section 2. The City Manager is hereby authorized to execute and deliver the IGA, and the Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 17th day of September, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

_____
K. Scott McCoy, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.B. PD - Intergovernmental Agreement with Agua Fria High School District (Canyon View High School) for School Resource Officers
DATE PREPARED: 09/12/24	**DISTRICT NO.:**
STAFF LIAISON: Robert Sanders, Chief of Police, rsanders@buckeyeaz.gov, (623) 349-6430	
DEPARTMENT: Police	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 61-24 approving the Intergovernmental Agreement between the City of Buckeye and Agua Fria High School District No. 216 for school resource officer services at Canyon View High School; and authorizing the Mayor and City Manager to execute and deliver said Agreement and related documents on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye (the "City") and the District would like to enter into an agreement whereby the Buckeye Police Department will provide a sworn police officer to serve as school resource officer for Canyon View High School.

BENEFITS:
The presence of school resource officers (SROs) in schools is advantageous not only for the protection of children and their teachers but also for the education of the students. This is because SROs are obligated to complete a predetermined number of hours of law-related education hours. In addition, the presence of police assigned to the School frees up patrol officers from the obligation of responding to the School for a variety of requests for assistance. In conclusion, partnering with the District will result in reimbursable salary savings for the Buckeye's Police Department.

FUTURE ACTION:
Once Council approves the Agreement, the City Clerk will forward the executed agreement to the Grants Administrator and Commander of the Patrol division. The District has reviewed and signed the attached IGA. Once signed, the agreement will be in effect until June 30th, 2025.

FINANCIAL IMPACT STATEMENT:
The District agrees to reimburse the City for the salaries, benefits and overtime of the SRO in consideration for the services provided by the City under this Agreement. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the School's Grants Office prior to payment of any invoice to the City.

CURRENT FISCAL YEAR TOTAL COST:
The District agrees to reimburse the City of Buckeye in consideration for the services provided by the City under this Agreement.

BUDGETED:

Yes

FISCAL YEAR:
2025

FUND/DEPARTMENT:
35732121-523114

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Canyon View IGA 2024-2025.pdf
Resolution No. 61-24 IGA with Canyon View HS for SRO Services.docx

INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF BUCKEYE
FOR
SCHOOL RESOURCE OFFICER
SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of July 1, 2024, between the City of Buckeye, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, a political subdivision of the State of Arizona (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Canyon View High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Canyon View High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I - OBLIGATIONS OF THE CITY

1.1 Services to be provided.

A. The City shall provide SRO Services to the District at Canyon View High School on an hourly basis, as required by the School's Principal, but not to exceed 40 hours per week.

B. The Buckeye Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Buckeye Police Chief, in his or her sole discretion.

C. The Principal will assist the SRO Supervisor with preparation of an annual performance evaluation based upon requirements of the Buckeye Police Department Policy. The SRO shall also provide a weekly recap of law-related education, law enforcement activity and time on campus to the SRO Supervisor. This recap can be provided to the District upon request.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records report, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Buckeye Police Department SRO Program, attached hereto as Exhibit A and incorporated by reference herein.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II - OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. The District shall pay up to $85,178 of the costs associated with SRO Services received on a yearly basis (half of yearly salary plus actual cost of employer-paid benefits) for the ten-month period covering the school year; the City shall pay 100% of the SRO's costs during the two-month summer break and any other school breaks or school-observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Canyon View High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Buckeye Police Department supervisor before working on school-related overtime.

B. The District will not pay for any SRO Services for any one- or two-week long school breaks in November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

C. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training. The District shall pay $1,000.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by the District. No District or Verrado High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and that result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 1, 2024 until June 30, 2025, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel. The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Buckeye Police Officer.

3.4 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. The City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of the City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as the City meets the requirements of its agreed-upon scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records. Both parties shall maintain the records required in this Agreement in accordance with the Arizona Public Records retention requirements.

3.6 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and upon the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter.

3.7 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Buckeye 530 E. Monroe Avenue Buckeye, AZ 85326 Attn: Daniel Cotterman, City Manager
With a copy to:	Gust Rosenfeld, P.L.C. One East Washington Street, Suite 1600 Phoenix Arizona 85004-2553 Attn: John Austin Gaylord, Esq.
If to the District:	Agua Fria Union High School District 1481 North Eliseo Felix Jr. Way, Suite 110 Avondale, Arizona 85323 Attn: Mark Yslas, Superintendent
With a copy to:	Udall Shumway, PLC 1138 North Alma School Road, Suite 101 Mesa, Arizona 85201 Attn: Curtis M. Chipman, Esq.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and

refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.13 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

3.14 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of ARIZ. REV. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Processes to Address Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"	**"District"**
CITY OF BUCKEYE, an Arizona Municipal corporation	AGUA FRIA HIGH SCHOOL DISTRICT NO. 206 a political subdivision of the State of Arizona
By: _____	By: _____
Date: _____	Date: 7/11/24

ATTEST:

_____
City Clerk

In accordance with the requirements of ARIZ. REV. STAT.§ ll-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of State of Arizona.

_____
Attorney for the District

_____
Attorney for the City

RESOLUTION NO. 61-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BUCKEYE AND AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 FOR SCHOOL RESOURCE OFFICER SERVICES AT CANYON VIEW HIGH SCHOOL; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, Arizona and Agua Fria Union High School District No. 216 desire to enter into an Intergovernmental Agreement to provide for the assignment and funding of school resource officers from the City's Police Department;

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The Intergovernmental Agreement between the City of Buckeye and Agua Fria Union High School District, relating to School Resource Officer Services at Canyon View High School (the "IGA"), is hereby approved in the form on file with the City Clerk.

Section 2. The City Manager is hereby authorized to execute and deliver the IGA, and the Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 17th day of September, 2024.

_____

Eric W. Orsborn, Mayor

ATTEST:

_____

Lucinda J. Aja, City Clerk

_____

K. Scott McCoy, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.C. PD - Resolution No. 62-24 Intergovernmental Agreement with Buckeye Union High School District For School Resource Officers (SRO's)
DATE PREPARED: 09/12/24	**DISTRICT NO.:**
STAFF LIAISON: Robert Sanders, Chief of Police, rsanders@buckeyeaz.gov, (623) 349-6430	
DEPARTMENT: Police	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 62-24 approving an Intergovernmental Agreement (IGA) between the City of Buckeye and Buckeye Union High School District, relating to assignment and funding of school resource officer services at Buckeye Union High School District; and authorizing the City Manager to execute and deliver said Agreement on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye (the “City”) and the District would like to enter into an agreement whereby the Buckeye Police Department will provide sworn police officers to serve as school resource officers for the Buckeye Union High School District.

BENEFITS:
The presence of school resource officers (SROs) in schools is advantageous not only for the protection of children and their teachers but also for the education of the students. This is because SROs are obligated to complete a predetermined number of hours of law-related education hours. In addition, the presence of police assigned to the School frees up patrol officers from the obligation of responding to the School for a variety of requests for assistance. In conclusion, partnering with the District will result in reimbursable salary savings for the Buckeye’s Police Department.

FUTURE ACTION:
Once Council approves the Agreement, the City Clerk will forward the executed agreement to the Grants Administrator and Commander of the Patrol division. The District has reviewed and signed the attached IGA. Once signed, the agreement will be in effect until June 30th, 2025.

FINANCIAL IMPACT STATEMENT:
The District agrees to reimburse the City for the salaries, benefits and overtime of the two SROs in consideration for the services provided by the City under this Agreement. The SRO’s salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the School’s Grants Office prior to payment of any invoice to the City.

CURRENT FISCAL YEAR TOTAL COST:
The District agrees to reimburse the City of Buckeye in consideration for the services provided by the City under this Agreement.

BUDGETED:
Yes

FISCAL YEAR:
2025

FUND/DEPARTMENT:
35732121-523114

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
FY25 SRO_PD & BUHSD IGA (1).pdf
Resolution No. 62-24.pdf

INTERGOVERNMENTAL AGREEMENT BETWEEN BUCKEYE UNION HIGH SCHOOL DISTRICT AND THE CITY OF BUCKEYE FOR SCHOOL RESOURCE OFFICER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of July 1, 2024 between the City of Buckeye, an Arizona municipal corporation (the "City") and Buckeye Union High School District (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for the District.

B. The City has funding available through its operating budget to provide Buckeye Union High School and Youngker High School with trained, certified police officers capable of performing SRO Services.

C. The City and the School desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as School Resource Officers (each, an "SRO") to provide SRO Services at the School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I - OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

A. The City shall provide SRO Services to the School on an hourly basis, as required by the School's Principal, not to exceed 40 hours per calendar week.

B. The Buckeye Police Officer who is performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed

necessary by the Buckeye Police Chief or his designee.

C. The Site Administrator (s) will assist the SRO Supervisor with preparation of an annual performance evaluation based upon requirements of the Buckeye Police Department Policy. The SRO shall also provide a weekly recap of law-related education, law enforcement activity and time on campus to the SRO Supervisor.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.19, the City shall, within ten business days upon request by the District, provide verification to the School of the SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records report, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Buckeye Police Department SRO Program, attached hereto as Exhibit A and incorporated by reference herein.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the School's Grants Office prior to payment of any invoice to the City.

SECTION II - OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. During the 2024-2025 school year the District shall pay up to $170,356 of the costs associated with SRO Services received on a yearly basis (yearly salary plus actual cost of employer-paid benefits) for the ten-month period covering the school year. During the 2024-2025 school year, the District shall pay up to $85,178 each, of the costs associated with SRO Services received on a yearly basis (one half of yearly salary plus one half the actual cost of employer-paid benefits) for the ten-month period covering the school year; the City shall pay 100% of the SRO's costs during the two-month summer break and any other school breaks or school-observed holidays or vacations during which the City assigns the SRO to City-related duties. The City shall also cover the full costs of the SRO's vehicle and associated maintenance. The SRO's time spent at the School, including all overtime, must be substantiated by time cards and approved by the High School's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Buckeye Police Department supervisor before working on school-related overtime.

B. The District will not pay for any SRO Services for any one- or two-week

long school breaks in November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

C. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training. The District shall pay $2,000.00 during the term of this Agreement toward the annual conference costs ($1,000 per school calendar year) for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by the District. No District administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and that result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year, from July 1, 2024, until June 30, 2025, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel. The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Buckeye Police Officer.

3.4 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. The City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of the City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as the City meets the requirements of its agreed-upon scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records. Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

3.6 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and upon the School's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter.

3.7 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Buckeye 530 E. Monroe Avenue Buckeye, Arizona 85326 Attn: Dan Cotterman, City Manager
With a copy to:	Gust Rosenfeld, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: John Austin Gaylord, Esq.
If to the District:	Buckeye Union High School District 1000 E. Narramore Buckeye, Arizona 85326 Attn: Dr. Steve Bebee, Superintendent
With a copy to:	District Legal Contact/Info

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the

notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the involved parties.

3.9 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.13 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

3.14 FERPA Compliance. Both parties will ensure that the dissemination and

disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of ARIZ. REV. STAT. §15-512 unless otherwise exempted.

3.19 Coordination of Processes to Address Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the Buckeye Union High School District have executed this Agreement as of the date set forth above.

"City"	**"District"**
City of Buckeye, and Arizona	Buckeye Union High School District
By: _____	By: _____
Date: _____	Date: 7-15-24

ATTEST:

_____
City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Attorney for the District

_____
Attorney for the City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
BUCKEYE UNION HIGH SCHOOL DISTRICT AND
THE CITY OF BUCKEYE
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Buckeye Police Department SRO Program]

See following pages.

BUCKEYE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the City of Buckeye Police SRO Program (the "SRO Program") is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Buckeye. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Goals.

A. To reduce incidents of school violence:

1. Enforce City Code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide law-related education ("LRE") counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, theirs rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

III. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Buckeye Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Buckeye Police Department. The City of Buckeye will provide supervisory personnel to oversee the SRO Program.

B. SRO Accountability: The Buckeye Union High School Principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct-related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Buckeye Police Department to investigate any misconduct allegations against an SRO.

IV. Procedures.

The SRO Program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Guidance Manual, and in accordance with Buckeye Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Buckeye and shall at all times remain under the command and control of the Buckeye Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to a Buckeye Police Supervisor for all activities.
- SROs will not involve themselves with Buckeye Union High School or Youngker High School's administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such; however, they are to be used as a law-related resource to assist students, staff and all persons involved with Buckeye Union High School or Youngker High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs are not certified teachers and therefore should present in classrooms with a teacher present at all times.

V. SRO Selection.

A. Recommended Qualifications:

1. Desire to work with students, educators, and parents.
2. Willingness to teach law-related education.
3. Supportive of prevention strategies.
4. Satisfactory employment history with supporting documentation.

5. Demonstrated effectiveness in working with youth.
6. Oral and written communication skills.
7. Ability to effectively interact and communicate with diverse sets of individuals.
8. Supportive of the philosophy of the SRO Program.
9. Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
10. AZPOST certified general instructor.

B. SRO Duties Include:

1. Establish liaison with school administrators, staff, students, and parents.
2. Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
3. Network with community agencies that may or do provide services to the school.
4. Act as a resource in the investigation of school-related criminal activities
5. Participate in the Parent-Teacher association as requested.
6. Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
7. Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
8. Investigate criminal offenses occurring on campus.
9. Conduct follow-up of assigned criminal cases.
10. Conduct interviews, interrogations and make arrests when necessary.
11. Provide information when requested to students, parents, and staff in law-related situations.
12. Maintain tracking system of statistical information required by supervisor and school administration.

VI. <u>SRO Role</u>.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law enforcement officer. When necessary the SRO has the authority to intervene as a law enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations. Following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.

4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off his or her assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the school's principal or designee:
    a. Total hours of LRE classroom instruction
    b. LRE topic and law enforcement
    c. Teacher name and subject of each class where an LRE lesson is taught
    d. Total hours of Law Enforcement/Probation activity
    e. Time spent per LRE lesson
    f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent in applying rules and regulations with students, staff and parents.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff, and carry out the philosophy and goal of the City of Buckeye SRO Program.
- Attend SRO Program management training for supervisors.
- Conduct ongoing visits to schools where the SRO is assigned.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off his or her assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SROs for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SROs, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief chain of command on any unusual incidents at Buckeye Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School Principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

VIII. School District Role:

The District administrator, site principal and teachers' support of the SRO Program is vital to the SRO Program's success.

A. District Level:

1. Supports and communicates the SRO Program philosophy to all site staff.
2. Understands the SRO Program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO Program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO Program guidelines.

4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Intergovernmental Agreement, school operational procedures and specifics of the SRO Program on campus.
8. Monitors the SRO Program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to his or her role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO Program in their classrooms to students and parents.
2. Understands and agrees to the SRO Program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

IX. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO Program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO Program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

  If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

X. Law-Related Education ("LRE")[1]

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*)

B. Possible Benefits. Law-Related Education is a component of the SRO Program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

[1] Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of "the system."

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education
www.ade.az.gov
Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education
http://www.azflse.org/
The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids
www.lawforkids.org
Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC)
http://www.azprevention.org/
APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE
http://www.drugfree.org/join-together
National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe
www.keepschoolssafe.org
A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)
www.nasro.org
Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA)
www.asroa.org
Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center
www.dropoutprevention.org
Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools
http://educationnorthwest.org/
Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center
www.nssc1.org
Clearinghouse for school safety information.

National Youth Gang Center
www.iir.com/nygc
Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention
www.ojjdp.gov
Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF)
www.crf-usa.org
Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC)
www.abanet.org
Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc.
www.streetlaw.org
Offers program training and program development in law-related education.

RESOLUTION NO. 62-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF BUCKEYE AND BUCKEYE UNION HIGH SCHOOL DISTRICT, RELATING TO SCHOOL RESOURCE OFFICER SERVICES AT BUCKEYE UNION HIGH SCHOOL DISTRICT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY.

BE IT RESOLVED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The Intergovernmental Agreement between the City of Buckeye and Buckeye Union High School District ("BUHSD"), relating to School Resource Office Services at BUHSD (the "IGA'), is hereby approved in the form on file with the City Clerk.

Section 2. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the IGA and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 17th day of September 2024.

_____
Eric Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.D. PD - Resolution No. 63-24 Intergovernmental Agreement between City of Buckeye and Buckeye Elementary School District
DATE PREPARED: 09/12/24	**DISTRICT NO.:**
STAFF LIAISON: Robert Sanders, Chief of Police, rsanders@buckeyeaz.gov, (623) 349-6430	
DEPARTMENT: Police	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 63-24 approving an Intergovernmental Agreement (IGA) between the City of Buckeye and the Buckeye Elementary School District, relating to assignment and funding of school resource officers; and authorizing the City Manager to execute and deliver said Agreement on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye (the "City") and the District would like to enter into an agreement whereby the Buckeye Police Department will provide sworn police officers to serve as school resource officers for the Buckeye Elementary School District. The City shall assign two (2) total police officers to the District, only for the following schools: Bales Elementary School, Marionneaux Elementary School, Inca Elementary School, Buckeye Elementary School, John McCain Elementary School and Sundance Elementary School.

BENEFITS:
Having SROs at schools is beneficial for the safety of the students and faculty, as well as for the education of the students, as SROs are required to meet a set amount of law-related education hours. Additionally, having officers assigned to the School frees patrol officers from having to respond to the School for a variety of calls for service. Finally, partnering with the District will result in reimbursable salary savings for the Buckeye's Police Department.

FUTURE ACTION:
Once Council approves the Agreement, the City Clerk will forward the executed agreement to the Grants Administrator and Commander of the Patrol division. The District has reviewed and signed the attached IGA. Once signed, the agreement will be in effect until June 30th, 2025.

FINANCIAL IMPACT STATEMENT:
The District agrees to reimburse the City for the salaries, benefits and overtime of the two SROs in consideration for the services provided by the City under this Agreement. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the School's Grants Office prior to payment of any invoice to the City.

CURRENT FISCAL YEAR TOTAL COST:
The District agrees to reimburse the City of Buckeye in consideration for the services provided by the City under this Agreement.

BUDGETED:
Yes

FISCAL YEAR:
2024

FUND/DEPARTMENT:
35732121-523114

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
IGA_Buckeye_Elementary_School_District_and_City_of_Buckeye_for_School_Resource_Officer_Service (002).docx
Resolution_No._63-24_ IGA_for_SRO_services_with_Buckeye Elementary School District.docx

INTERGOVERNMENTAL AGREEMENT BETWEEN THE BUCKEYE ELEMENTARY SCHOOL DISTRICT AND THE CITY OF BUCKEYE FOR SCHOOL RESOURCE OFFICER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of July 1, 2024 between the City of Buckeye, an Arizona municipal corporation (the "City") and the BUCKEYE ELEMENTARY SCHOOL DISTRICT, a political subdivision of the State of Arizona (the "District"). The City and the District may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the District desires the City to assign police officers to the District to provide certain services as School Resource Officers (“SROs”), or to assist in the development and implementation of a school safety program and a law related education program (referred to collectively as the “School Safety Program”), or both, and the City is willing to assign police officers to the District for such purposes under the terms and conditions of this Agreement; and

WHEREAS, the District has funding available through the Arizona Department of Education School Safety Program Grant to provide funding for certified police officers capable of performing SRO Service for the District.

WHEREAS, The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as a School Resource Officer (each, an “SRO”) to assist in the development and implementation of the School Safety Program in the District.

WHEREAS, the mission of the School Resource Officer (SRO) Program is to foster trust and cooperation when interacting with students and to provide for the overall safety and security of everyone on or near school campuses.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment**. The City shall assign a total of two (2) police officers to the District seven (7) days prior to the commencement of the school year until the end of that school year to perform services as follows:

Two (2) officers assigned as School Resource Officers only to the following schools:

- Bales Elementary School

- Marionneaux Elementary School
- Inca Elementary School
- Buckeye Elementary School
- John McCain Elementary School
- Sundance Elementary School

2. **Term and Termination**. This Agreement shall commence on the Effective Date and shall continue until May 24, 2025, unless otherwise terminated in accordance with this Agreement. This Agreement may be terminated without cause by either Party upon (30) days' prior written notice.

3. **Relationship of Parties**.

A. The City shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall only be those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and that no rights under the City's civil service, retirement, or personnel rules accrue to such a person.

B. The SROs assigned to the District shall be considered employees of the City and shall be subject to its control and supervision. The assigned SROs will be subject to current procedures in effect for Buckeye police officers, including attendance at all mandated training and testing to maintain state peace officer certification. The assigned SROs shall fulfill their duties as law enforcement officers as certified by the Arizona Police Officers Standards and Training Bureau ("AZ POST"). The District shall not interfere with the assigned SROs' duties as sworn law enforcement officers.

C. The City understands the District is responsible for the safety of students on campus during the school day. If the District receives information indicating any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct, the District will immediately provide such information to the City. If the City receives information from any credible source indicating any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct that would affect the officer's ability to safely and/or professionally perform duties for the District, the City will immediately provide such information, as allowed by law, to the District.

D. If any alleged unprofessional, illegal, or immoral conduct might affect the police officer's ability to safely and/or professionally perform duties for the District, the City will immediately remove the officer from the District and reassign the officer in accordance with City policies and procedures to allow the City and/or the District to investigate the allegations. The City agrees to

assign a replacement officer to provide services to the District under this Agreement. If a replacement officer cannot be provided, the District will be credited for each day an officer is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been previously removed from the District because of allegations of unprofessional, illegal, or immoral conduct.

E. The City shall be responsible for the police officer's compensation on days schools are in session and the officer is not at the officer's assigned school unless the officer's absence is due to attendance at an off-campus activity at the school's request, activity stemming from action taken by the officer while in service of the District, including attendance at Court, or it the officer is working an alternative work schedule as agreed upon by the City and the District.

4. **Costs and Payment**.

A. The District agrees to pay the City $238,460.86 each fiscal year in consideration for the services provided by the City under this Agreement. This amount is for the two (2) assigned police officers to the District.

B. SROs must seek approval from the appropriate Buckeye Police Department supervisor before working overtime on SRO-criminal related incidents (i.e., those matters pertaining to the school, students or employees). The City shall pay one hundred percent (100%) of any SRO overtime that results from these incidents. The District shall pay one hundred percent (100%) of any SRO related expense for extracurricular school activities outside of the normal SRO job function (i.e., sporting events, dances, or other school functions). These expenses must be approved by the Principal, or the Principal's Designee following the Department Off Duty guidelines. The SRO and City shall make every reasonable effort to ensure that SROs do not incur overtime costs in any given week.

C. Payment to the city from the District is due within thirty (30 days of the District's receipt of a monthly itemized invoice. The City may charge, and the District agrees to pay interest ("late fees") in the amount of ten percent (10%) per annum on any balance that remains unpaid more than fifteen days after the due date. The City and the District understand that late fees will not be paid from School Safety Grant funds. The city must ensure timely invoicing for all service rendered and delays or discrepancies in billing due to late invoicing will be the City's responsibility.

D. If the City terminates this agreement as per paragraph 2, it will reimburse the District on a pro rata basis.

E. Each Party will establish and maintain a budget according to its established rules and regulations.

5. **School Resource Officer's (SRO's) Responsibilities and Goals**.

A. An SRO shall have the following responsibilities:

1. Establish and maintain a professional working relationship with the school.
2. Provide appropriate police and enforcement services at school.
3. Work cooperatively with school administrators and parents to identify students exhibiting high truancy rates.
4. Contact a parent or guardian of each truant student to advise him or her of the incident and determine the parent's or guardian's awareness of the situation.
5. Investigate all reported child abuse incidents within the school.
6. Prepare and maintain Daily Logs and/or police related reports as required by the operational needs of the Buckeye Police Department.

6. **School Safety Program; Duties and Responsibilities**.

A. The Parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the School Safety Program Guidance Manual, which is attached here as Exhibit A and incorporated into this Agreement by this reference.

B. Each Party agrees to assume the roles and responsibilities assigned to that Party by the School Safety Program Guidance Manual.

C. An officer assigned to the School Safety Program for a ten (10) month school year shall have the following duties:

1. Establish liaison with school administrators, staff, students and parents.
2. Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom. School Safety Program officers shall complete 180 hours of classroom law related education instruction per year as outlined in Exhibit A.
3. Network with community agencies that may or do provide services to the school.
4. Act as a resource in the investigation of school related criminal activities.
5. Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
6. Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
7. Keep within Buckeye Police Department Guidelines when providing information requested by students, parents, and staff regarding law-related incidents.
8. Attend annual training provided by the Arizona Department of

Education, with all related travel expenses to be paid by the District as provided in the grant.

9. Maintain an activity log that tracks law related education classroom instruction, law enforcement activity and any situations that take the officer off his or her assigned campus.
10. Collaborate with school personnel on school-wide safety strategies and participate as a member of the School Safety Assessment and Prevention Team.

7. **Time and Place of Performance**.

A. The City will ensure that the police officers assigned to the District as SROs will be available for duty at their assigned school forty (40) hours each week that school is in session during the term of this Agreement. The Parties agree that officers assigned to the School Safety Program will serve a ten (10) month, full-time, forty (40) hour a week assignment as specified by the District's grant application. The assigned officers will wear uniforms as authorized by the applicable Buckeye Police Department Operations Orders.

B. The officers' activities will be restricted to their assigned school grounds except for:

1. Follow-up home visits when needed as a result of school related problems.
2. Incentive programs approved in writing (for example by email) between the Buckeye Police Department Supervisor and the school's Principal, or the Principal's designee.
3. In response to off campus, but school related, criminal activity.
4. Attendance at off-campus events or meetings at the school's request.
5. Attendance at training.
6. In response to emergency police activities.
7. As directed by any Buckeye Police Supervisor.

C. During days that schools are not in session, the police officers assigned as SRO's shall perform their regular duties at a duty station as determined by the Police Chief or the Police Chief's designee.

8. **District Responsibilities**.

A. The District will provide the police officers with an office at the officers' assigned school and such equipment and office supplies as is necessary for performance of the officers' duties, including a desk, chair, telephone, computer and email linkages, and filing space capable of being secured.

B. Upon termination of this agreement, all property or equipment used by the Parties in the performance of their responsibilities under this Agreement

shall remain the property of the Party that purchased the property or equipment.

9. **Status Meetings**. By mutual agreement, the Parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the Parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement. All amendments to this Agreement must be in writing and approved by the District's Legal Counsel and by City of Buckeye Law Department.

10. **Entire Agreement; Modification**. This Agreement constitutes the full and complete understanding and agreement of the Parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both Parties and approved as to form by the City of Buckeye Law Department and the District's legal counsel.

11. **Notices**. Formal notices, demands and communication between the City and the District shall be deemed sufficiently given if hand delivered or dispatched by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CITY:
City of Buckeye
530 E. Monroe Avenue Buckeye, AZ 85326
Attn: Daniel Cotterman, City Manager

DISTRICT:
Buckeye Elementary School District #33
25555 Durango Street
Buckeye, AZ 85326
Attn: Chad Lanese, Superintendent

10. **Severability and Savings**. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the involved Parties.

11. **Program Continuation Subject to Appropriation**. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay

the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then- current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

12. **Entire Agreement**. This Agreement comprises the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.

13. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suits pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14. **Cancellation**. The Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

15. **Workers' Compensation**. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

16. **FERPA Compliance**. Both Parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

17. **Non-Discrimination**. Both Parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

18. **Disposition of Property upon Termination of the Agreement**. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

19. **E-Verify**. To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching Party may terminate this Agreement. The Parties retain the legal right to inspect the papers of the other Party to ensure that the Party is complying with the above-mentioned warranty under this Agreement.

20. **Fingerprinting Requirements**. The Parties shall comply with the fingerprinting requirements of A.R.S. §15-512unless otherwise exempted.

21. **Coordination of Processes to Address Student Misconduct**. The Parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date set forth above.

"CITY" City of Buckeye, and Arizona municipal corporation	"DISTRICT" Buckeye Elementary School District #33
By:_____	By: _____
Date:_____	Date: _____

ATTEST:

_____
City Clerk

In accordance with the requirements of A.R.S. § l l-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____	_____
Attorney for the District	Attorney for the City

JDE:ddh 4135315.2 6/7/2021

RESOLUTION NO. 63-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF BUCKEYE AND THE BUCKEYE ELEMENTARY SCHOOL DISTICT, RELATING TO ASSIGNMENT AND FUNDING OF SCHOOL RESOURCE OFFICERS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY.

BE IT RESOLVED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The Intergovernmental Agreement between the City of Buckeye and Buckeye Elementary School District (the "District"), relating to assignment and funding of School Resource Officer Services (the "IGA") is hereby approved in the form on file with the City Clerk.

Section 2. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the IGA and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 17th day of September 2024.

_____
Eric Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.E. PW - Cooperative Contract Purchase Addendum with Pride Outfitting, LLC to purchase and install emergency and non-emergency lighting for FY25 replacement and supplemental vehicles.
DATE PREPARED: 09/12/24	**DISTRICT NO.:**
STAFF LIAISON: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov, (623) 349-6801	
DEPARTMENT: Public Works	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025144) between the City of Buckeye, an Arizona municipal corporation, and Pride Outfitting, LLC, an Arizona limited liability company, for the purchase and installation of emergency and non-emergency lighting; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
Fleet Management is seeking Council's authorization to enter into the Cooperative Contract Purchase Addendum with Pride Outfitting, LLC to purchase and install necessary lighting packages for City vehicles.

BENEFITS:
The approval of this Cooperative Contract Purchase Addendum will ensure City staff have adequate emergency and non-emergency lighting packages installed on new vehicles to perform daily work assignments for the benefit of the residents of the City of Buckeye.

FUTURE ACTION:
No further action contemplated.

FINANCIAL IMPACT STATEMENT:
The total amount is not to exceed $750,000.

CURRENT FISCAL YEAR TOTAL COST:
Up to $750,000 has been allocated in vehicle purchases to purchase additional lighting package needs during the budget process from vehicle replacement and department budgets that have been approved to purchase supplemental vehicles during the FY25 budget process.

BUDGETED:
Yes

FISCAL YEAR:
FY2025

FUND/DEPARTMENT:

Various

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
2670 Contract with Pride Outfitting CCPA No. 2025144.pdf

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
PRIDE OUTFITTING, LLC

FLEET VEHICLE ACCESSORIES AND INSTALLATION, INCLUDING POLICE UP-FITTING
CONTRACT NO. 2025144

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of_____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Pride Outfitting, LLC, an Arizona limited liability company (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as **Exhibit A** and incorporated herein by reference, City of Phoenix and Contractor entered into Contract No. 159241-0, dated October 1, 2023. with the Contractor (such contract and subsequent amendments thereto here referred to as the "City of Phoenix Contract"), which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the City is permitted by Section 24-3-16 of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing contract; and

WHEREAS, the Contractor has made a proposal to the City, which is attached hereto as **Exhibit A** and incorporated herein by reference (the "Contract"); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the City of Phoenix Contract, by issuing this Addendum to said contract.

THEREFORE, the City now enters into this Addendum with Contractor for the goods and services set forth in the Proposal. This Addendum incorporates the terms and conditions of the City of Phoenix Contract, except to the extent superseded herein. All references in the City of Phoenix Contract shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth below for approval and remain in effect for the remainder of the City of Phoenix Contract 159241-0, unless such term is modified or extended pursuant to the terms of the City of Phoenix Contract. Payments to the Contractor shall be calculated in accordance with the Fee Schedule, which is attached hereto as part of **Exhibit A**, in a total amount not to exceed $750,000.00.

FURTHER, this Addendum is subject to cancellation pursuant to ARS §38-511.

FURTHER, to the extent applicable, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Addendum and may result in the termination of this Addendum by the City. The City retains the

right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

FURTHER, to the extent applicable, the Contractor warrants that it is not participating and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

FURTHER, to the extent applicable under ARIZ. REV. STAT. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of this Agreement that it will not use (i) the forced labor of ethnic Uyghurs in the Peoples Republic of China ("ethnic Uyghurs"), (ii) any goods or services produced by the forced labor of ethnic Uyghurs, or (iii) any Contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs. If Contractor becomes aware that it is not in compliance with this paragraph, Contractor shall notify the City of the noncompliance within five (5) business days of becoming aware of it. If Contractor fails to provide a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy period, in which case this Agreement terminates on the Agreement termination date.

FURTHER, the Parties agree that the Addendum and Exhibits thereto shall be governed by State of Arizona law and suits pertaining to the Addendum and Exhibits thereto may only be brought in courts located in Maricopa County, Arizona.

FURTHER, all modifications, including but not limited to service additions and deletions, will be made in writing and with the written agreement of both parties.

FURTHER, in the event of any inconsistency between this Addendum and **Exhibit A**, the documents shall govern in that order.

THEREFORE, the Parties have executed this Addendum as of the date first set forth above.

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation

_____
Dan Cotterman, City Manager

ATTEST:

_____
Lucinda Aja, City Clerk

CONTRACTOR

PRIDE OUTFITTING, LLC
an Arizona limited liability company

By:_____

Its:_____

RECOMMENDED:

_____

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

_____

K. Scott McCoy, City Attorney

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025144

[City of Phoenix Contract]

See following page(s).

City of Phoenix

PUBLIC WORKS DEPARTMENT

Fleet Vehicle Accessories and Installation, Including Police Upfitting
24-FSD-013

This business opportunity closed on Wednesday, June 28, 2023

Procurement Officer

Crystal Ramirez

City of Phoenix Public Works Department
200 W. Washington Street, 7th Floor
Phoenix, AZ 85003
crystal.ramirez@phoenix.gov , 602-495-3606

	Airwave Communications Enterprises	Arizona Emergency Products	Arizona Truck Pros	Automotive Custom Lighting, LLC	Chalmers Fod Inc. dba MHQ of Arizona	J.B. Poindexter & Co, Inc DBA Reading Truck Equipment	KENCO OR. LLC dba LSH LIGHTS	PRIDE OUTFITTING, LLC
GROUP I - POLICE UP-FITTING	X	X	NO BID		X	NO BID	X	X
GROUP II - BID ITEM 1 - LIGHTING	X	X	X	X	X	X	X	X
GROUP II - BID ITEM 2 - PUSH BUMPERS	X	X	X	X	X	X	X	X
GROUP II - BID ITEM 3 - TRUCK ACCESSORIES	X	X	X	X	X	X	X	X
GROUP II - BID ITEM 4 - CARGO MANAGEMENT SYSTEMS	NO BID	X	X	NO BID	NO BID	X	X	X
GROUP II - BID ITEM 5 - LIFT GATES	NO BID	X	X	NO BID	NO BID	X	NO BID	X
GROUP II - BID ITEM 6 - TRUCK CRANES	NO BID	NO BID	NO BID	NO BID	NO BID	X	NO BID	X
GROUP II - BID ITEM 7 - BED COVERS	NO BID	X	X	NO BID	NO BID	X	X	X

Procurement File

The procurement file for this solicitation is available as of the date shown below announcing the recommended proposer and may be viewed at the Public Works Department/Procurement/Contract Section. Contact the Procurement Officer above to access this file.

Transparency Policy

As set forth in the solicitation's requirements, offerors are reminded that the City's Transparency Policy, governing communications between offerors and their representatives, is in effect through the date of City Council Award. Offerors wishing to communicate with members of the City Council or other city executives regarding this solicitation shall direct all such requests through the Procurement Officer above.

City of Phoenix

159241--0

INVITATION FOR BID

24-FSD-013

FLEET VEHICLE ACCESSORIES AND INSTALLATION, INCLUDING POLICE UP-FITTING

City of Phoenix

Public Works

200 W. Washington St.

7th Floor

Phoenix, AZ

85003

RELEASE DATE: May 25, 2023

DEADLINE FOR QUESTIONS: June 9, 2023

RESPONSE DEADLINE: June 21, 2023, 11:00 am

City of Phoenix
INVITATION FOR BID
24-FSD-013
Fleet Vehicle Accessories and Installation, Including Police Up-Fitting

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2. INSTRUCTIONS 5
3. SCOPE OF WORK 14
4. STANDARD TERMS AND CONDITIONS 40
5. SPECIAL TERMS AND CONDITIONS 53
6. DEFENSE AND INDEMNIFICATION 61
7. INSURANCE REQUIREMENTS 62
8. SUBMITTALS 65

Attachments:

BID PRICE SCHEDULE – This is separately attached at: https://solicitations.phoenix.gov/

SUBMITTAL FORMS - This is separately attached at: https://solicitations.phoenix.gov/

Submittals - Offer Page

Submittals - Conflict of Interest and Transparency

Submittals - Costs and Payments

Submittals - Place of Business

Submittals - Warranty

Submittals - 24 Hour Emergency Contact

Submittals - References

Acceptance Form

1. INTRODUCTION

1.1. Summary

The Contractor shall supply and install products and accessories on City-owned police vehicles, including but not limited to sedans, SUVs, pickup trucks, and vans. The contractor shall also provide additional services as required under this contract. Products and services provided under this contract shall be on an "as needed" basis.

1.2. Contact Information

Crystal Ramirez
Contracts Specialist II *Lead
200 W. Washington St.
7th Floor
Phoenix, AZ 85003
Email: crystal.ramirez@phoenix.gov
Phone: (602) 495-3606

Department:
Public Works

1.3. Timeline

Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. The City does not always hold a Pre-Offer Conference or Site Visit.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Crystal Ramirez) at (602) 495-3606/Voice or 711/TTY, or crystal.ramirez@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	May 25, 2023

Pre-Offer Conference (Non-Mandatory)	June 6, 2023, 10:00am Join information Meeting link: https://phxpublicworks.webex.com/phxpublicworks/j.php?MTID=m7c2b0cc6d0ad6ec249eaea33bcee0337 Meeting number: 2485 951 5472 Password: Tijp3pmis83 Host key: 877081 Join by video system Dial 24859515472@phxpublicworks.webex.com You can also dial 173.243.2.68 and enter your meeting number. Join by phone +1-415-655-0001 US Toll Access code: 2485 951 5472
Written Inquiries Due Date	June 9, 2023, 10:00am
Offer Due Date	June 21, 2023, 11:00am Join by phone +1-415-655-0001 US Toll Access code: 2499 294 0539

2. INSTRUCTIONS

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for fleet vehicle accessories and installation, including police up-fitting for a three-year term, with two option years commencing on or about October 1, 2023, in accordance with the specifications and provisions contained herein or the "Effective Date" which is upon award by City Council, conditioned upon signature and recording by the City Clerk's department, as required by the Phoenix City Code, whichever is later.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2.2. City's Vendor Self-Registration and Notification

Vendors must be registered in the City's procurePHX Self-Registration System at https://www.phoenix.gov/procure to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

2.3. Preparation of Offer

All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive.

It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.

All time periods stated as a number of days will be calendar days.

It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

B. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.

C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.

F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

2.4. Fixed Offer Price Period

All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date.

2.5. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from https://solicitations.phoenix.gov/. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Public Works Department, 200 W. Washington Street, 7th Floor, Phoenix, AZ 85003. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

2.6. Exceptions

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

2.7. Inquiries

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

2.8. Addenda

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the Offer submittal.

2.9. Business in Arizona

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.

2.10. Licenses

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

2.11. Certifications

By signature in the Offer section of the Offer and Acceptance page(s), Offeror certifies:

- The submission of the Offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends 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.

2.12. Submission of Offer

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.

The City of Phoenix Public Works Department is accepting electronic Offers for this solicitation, in addition to other methods of submitting sealed Offer packages (hardcopy). Offerors are responsible for submitting the Offer (electronic or hardcopy) before the due date and time of the solicitation deadline.

The Offeror is responsible for managing potential delays due to delays caused by the Carrier or technical difficulties.

For Electronic Submittal: Please submit your response via email to pwd.solicitations@phoenix.gov. The date and time on the email will provide proof of submission and verification if the Offer was received on or prior to the due date and time specified. **Please identify the solicitation number and title in the subject line of the email when submitting the Offer.**

The City email file size is limited to 150mb. To send larger files electronically, the upload and receipt time may take longer than expected. It is the responsibility of the Offeror to ensure that the Offer met the due date and time.

Please DO NOT submit links to Google Docs, Dropbox Paper, or similar services. Your offer may be deemed non-responsive if your offer is supplied utilizing these services.

For In-Person and Carrier Delivery: Offers will be received at City of Phoenix City Hall located at 200 W. Washington St, 1st floor, Atrium, Phoenix, AZ 85003. The Atrium is just beyond the security checkpoint. The drop-off box is a grey bin marked Public Works Department. Delivery must be made during normal business hours (8:00 am – 5:00 pm, local Phoenix time, Monday – Friday) before the solicitation due date and time. Offers must be clearly marked on the outside of the package as designated in the solicitation.

Delivery of Offers: If the Offeror submits the Offer in a hardcopy format, then the Offer must be submitted in a sealed package/envelope marked with the following information:

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title
- Offer Due Date

2.13. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

2.14. Offer Results

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary offer tabulation on the City's website, https://solicitations.phoenix.gov/Awards within five business days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

2.15. Award of Contract

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

A. Factors that may be considered by the City include:

   1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,

   2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,

   3. Safety record; and,

   4. Offeror history of complaints and termination for convenience or cause.

B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

C. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Chief Procurement Officer or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

2.16. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

"To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

2.17. Protest Process

Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

- Identification of the solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

2.18. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure.

If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

2.19. Late Offers

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being late.

2.20. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

2.21. Site Inspection

Offerors should visit the site and familiarize themselves with any conditions that may affect performance and submittal prices. Submission of an offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions affecting performance and submittal prices. Please contact the Procurement Officer listed on the front page to arrange for a site inspection.

2.22. Contract Award

In accordance with the City of Phoenix Code, Chapter 43, Section 43-12, Competitive Sealed Bidding, award(s) shall be made to the lowest responsible and responsive offeror(s) whose offer conforms in all material respects to the requirements set forth in this solicitation. The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

2.23. Determining Responsiveness and Responsibility

Offers will be reviewed for documentation of any required minimum qualifications, and completeness and compliance with the solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers will render an Offer nonresponsive.

Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Offeror, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be

a responsible Offeror. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

2.24. Equal Low Offer

Contract award will be made by putting the names of the tied Offerors in a cup for a blind drawing limited to those bidders with tied Offers. If time permits, the Offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

3. SCOPE OF WORK

GROUP I: POLICE UPFITTING - See 3.1

GROUP II: FLEET ACCESSORIES - See 3.6

3.1. SCOPE - GROUP I - POLICE UPFITTING

A. All factory/manufacturer standard equipment shall be provided and meet or exceed the specifications indicated. Equipment shall be designed to perform and have the ability to function in a severe heat and metropolitan environment. All fittings, fasteners, bolts, wiring and miscellaneous hardware shall be properly designed and engineered for the specifications indicated. All fabrication, assembly and paint techniques will provide a finished unit consistent or exceeding common industry standards.

B. The Contractor shall provide current model vehicle factory/manufacturer standard equipment and accessories, services (warranty and non-warranty), preparation and delivery as required by this Contract. All installed items shall meet or exceed the specifications stated herein. Any alterations will not be accepted.

C. The City reserves the right to award to more than one (1) Contractor. The City's decision to utilize multiple contractors shall be final and conclusive.

3.2. SPECIFICATIONS

A. The Contractor shall select components that use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material, and workmanship to recognize industry standards.

B. The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production item(s); and it shall be able to withstand unusual straining, exposure, temperature, wear, and use.

C. The Contractor shall not utilize any major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

D. The specifications, drawings and/or photographs associated with this Contract are intended to generally describe a complete installation. Any additional materials or labor required to the complete the work as intended shall be provided by the Contractor,

whether it has been detailed in these documents. No charges beyond those included in Bid submittal pricing are valid.

E. Each build type listed is a master list of the most common items needed for each build and will be priced with individual line items and a total price for the build. The City reserves the right to delete or add items from the master list on an as needed basis. The following are minimum requirements for this Contract.

3.3. GENERAL REQUIREMENTS

Contractor shall choose components and accomplish the work in accordance with the following:

A. **MOUNTING LOCATIONS**: All mounting locations will be consistent with producing a pleasing appearance and not interfere with the function or serviceability of the vehicle. Ergonomically, no equipment shall encroach or obstruct the driver's space or view through the windshield or front windows. The City of Phoenix shall approve all mounting locations. A complete demonstration unit of each vehicle type shall be used for this approval. The demonstration unit shall be the first unit supplied to the Contractor for the scheduled build. All mounting hardware will be installed in such a way as to eliminate sharp edges as per OSHA standards. There shall be no sharp edges from hardware or console edges inside and outside. **Zip-ties shall be flush cut.** All components should be secured and not floating. The contractor shall use nuts and bolts only; no TEK/Self-Tapping screws.

B. **WIRING LOCATIONS AND PROFESSIONAL GRADE DIAGRAMS**: All wiring passing through metal shall be protected by a rubber grommet. All wiring shall be sized to amperage the draw of the lights and accessories. All connectors shall be soldered and crimped. Heat shrink shall be used on all splices over the solder and crimp connection. All wiring shall be concealed behind the body panels/faring. A complete wiring diagram shall be delivered (an electronic version is preferred) with the first delivery of each Bid Item for each model year. Diagrams should be drawn to specifications used by professional original equipment manufacturers (i.e., Ford, GM) and list physical connection points on the vehicle. Professional level diagrams must include: Wire colors with circuit numbers, connector information (layout, connector end views with pin, wire color, circuit number, and function), connector/component locations, component name/function using standard SAE symbols (i.e. relays, light, solenoid, circuit protection type with rating), power/ground distribution and location, and component logic (critical for solid state modules). No payment will be made to the vendor until Fleet Services Division, Fleet Control Section, receives a professional-level wiring diagram. A picture with components and generic lines drawn to them is not considered professional level.

C. **EQUIPMENT, ACCESSORIES, AND EMERGENCY LIGHTING:** The contractor shall ensure industrial-grade materials are used in the construction and installation of the accessory and lighting equipment. All accessory and lighting equipment shall be covered by a minimum one (1) year parts and labor warranty on defects, materials, and

workmanship. The equipment shall be installed and in proper working order prior to delivery.

D. **WORK VOLUME AND STORAGE:** A minimum of ten (10) vehicles shall be processed and delivered per week. If Contractor fails to provide finished units at ten (10) vehicles per week, then liquidated damages, as described in Section 3 of this bid, will be applied. If less than ten (10) vehicles are released to the Contractor, that amount shall be delivered for that week. Each start date begins when the Contractor picks up the vehicle from City. The contractor shall provide a weekly schedule of the City's vehicles to the Fleet Control contact containing vehicle unit numbers, status, build type, and projected completion/delivery to the City. The contractor shall securely store each vehicle and equipment until the vehicle and equipment are completed and delivered to the City. The Contractor's storage yard shall be fully fenced and locked.

E. **VEHICLE DELIVERY SERVICE**: Contractor shall deliver all completed vehicles to the City of Phoenix, Fleet Services Division, Make Ready Shop facility at 2441 S. 22nd Ave. Phoenix, AZ 85009, or any other city facility used to store police vehicles as requested by the City.

1. All deliveries shall be made between 8:00 a.m. and 2:00 p.m., Monday through Friday, excluding holidays. To schedule and ensure delivery can be accepted, call 602-262-6238 twenty-four (24) hours before delivery.

2. All towing and/or transportation charges required for the pickup and delivery of these vehicles to and from the City of Phoenix shall be included in the total price submitted.

3.4. REQUIREMENTS FOR POLICE VEHICLE EQUIPMENT AND ACCESSORIES

The Contractor shall supply and install the items specified below. Each build type will contain different combinations of the items specified below and will be detailed below and in 3.5 VEHICLE BUILD REQUIREMENTS.

A. **LIGHTS AND SIREN CONTROLLER (FRONT):** One (1) Mfg: SoundOff Signal, nERGY® 500 Series Remote Siren with knob control, a PA microphone, and 100-watt siren. Terminate power and ground wires from the controller with disconnect terminals, and include a service loop long enough to gain access to the rear of the siren unit with ease for service after the fact.

B. **SIREN SPEAKER:** One (1) Mfg: SoundOff Signal, 100N Series Composite Speaker with universal bail bracket, 100-watt, mounted in the center of the push bar on top of the center bracket. If line 2.2.5, "Push Bar" is not ordered, the siren speaker shall be mounted behind the grille utilizing the manufacturers' OEM vehicle-specific mounting bracket. Terminate OEM siren wires with disconnect terminals, including service loop. Nylon lock nuts and/or lock washers on mounting hardware; ensure mounting bolts extend through the nylon ring on the lock nut.

C. **LIGHTS AND SIREN CONTROLLER (REAR):** One (1) Blueprint handheld controller with 15 programable buttons (P/N-ENGCP15001), along with UGreen RJ45 coupler ethernet extended connector inline coupler wired to the front controller (2.2.1) or equal and magnetic mic clip.

D. **4-CORNER LIGHTENING SYSTEM:** Each vehicle shall be equipped to operate the headlamps, taillights, and backup lights independently when operating in "Code 3" mode. Headlamps will alternate on-off on the high beams only. Taillights and backup lights will alternate flash red-white. When the brake pedal is depressed, the tail lamps will go solid red, and the backup lights stop flashing until the brake pedal is released.

E. **PUSH BAR:** One (1) Mfg: Sentina, PB400* aluminum push bumper with horizontal pad and without brush guards. It shall be air bag compatible and mounted on the front of the vehicle.

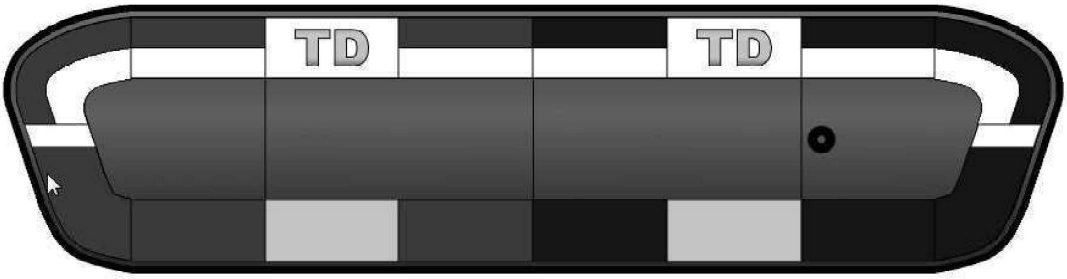
F. **FORWARD FACING PUSH BAR LIGHTING:** Two (2) SoundOff Signal nForce® LED light heads, six (6) LEDs minimum, one red/white and one blue/white with black bezels, mounted on the push bar horizontally on either side of the siren speaker. If line 2.2.5, "Push Bar" is not ordered, both grille lights shall be mounted behind the grille utilizing the manufacturers' vehicle-specific mounting bracket. LED modules shall be installed to the correct orientation relative to the lens design.

G. **PUSH BAR SIDE LIGHTING:** Two (2) Mfg: SoundOff Signal nForce® LED light heads with twelve (12) LEDs per light head with black bezels, one red/white, and one blue/white. Mounted vertically on each side of the push bar. LED modules shall be installed to the correct orientation relative to the lens design.

H. **LIGHT BAR:**

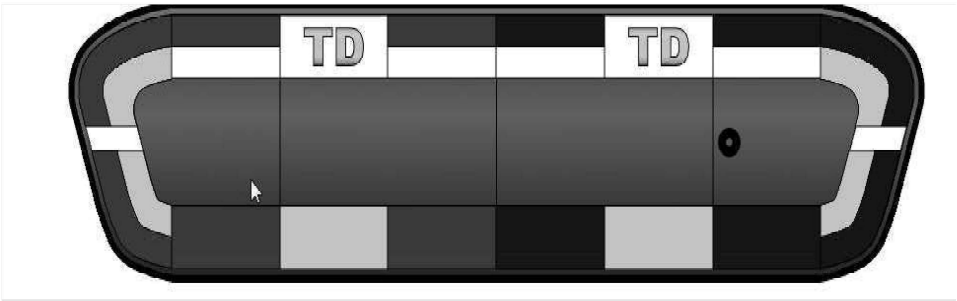
1. Low Profile, 54" (inch) wide, full LED with a minimum of six (6) LEDs per module. Six (6) modules facing front and six (6) facing rear, not including the corner modules. Light bar must be prepped to add "pre-emption" if desired (pre-wired).
2. Front facing and all four (4) corner modules shall have two (2) color capabilities, Red/White & Blue/White. The two (2) center modules shall be white take-downs.
3. Shall be compatible with the SoundOff Signal, nERGY® 400 Series Controller.
4. All forward-facing modules shall be capable of going solid white for take-down.
5. Forward-facing corner modules shall remain red and blue. When the alley lights are activated, the forward-facing corner modules shall go solid white.
6. Rear-facing modules shall remain flashing red and blue, and be capable of being dimmed using auxiliary switch on the SoundOff controller.
7. Rear-facing modules shall be red/amber and blue amber with the two center modules amber only.

8. All lenses shall be clear with wide-angle light dispersion.
9. Complete light bar to be UV protected.
10. Alley lights shall be manually activated using the light and siren controller only.
11. Patrol: Part number ENNLB00SBH-26T with attached lighting configuration



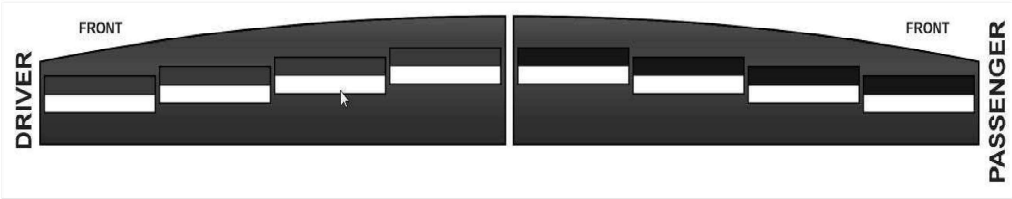
I. **AVIATION LIGHT BAR:**

1. Low Profile, 48" (inch) wide, full LED with a minimum of six (6) LEDs per module. Six (6) modules face front, and six (6) face rear, not including the corner modules.
2. Front facing and all four (4) corner modules shall have two (2) color capabilities, Red/Amber & Blue/Amber. The two (2) center modules shall be white take-downs.
3. Shall be compatible with the SoundOff Signal, nERGY® 400 Series Controller.
4. All forward-facing modules shall be capable of going solid white for take-down.
5. Forward-facing corner modules shall remain red and blue. When the alley lights are activated, the forward-facing corner modules shall go solid white.
6. Rear-facing modules shall remain flashing red and blue and be capable of being dimmed using auxiliary switch on the SoundOff controller.
7. Rear-facing modules shall be red/amber and blue amber with the two center modules amber only.
8. All lenses shall be clear with wide-angle light dispersion.
9. Complete light bar to be UV protected.
10. Alley lights shall be manually activated using the light and siren controller only.
11. Aviation: Part number ENFLBS1248 with the attached lighting configuration



J. **WINDSHEILD LIGHTING:** Two (2) piece, Mfg: SoundOff Signal nForce® ENFWBFSC03 LED light bar, shall include the following specifications:

1. Eight (8) forward-facing modules. The four (4) driver-side modules shall be red/white and the four (4) passenger-side modules shall be blue/white.
2. Black housing that prevents the lights from reflecting back into the driver's eyes



K. **TAHOE REAR QUARTER WINDOW LIGHTING:** Two (2) Mfg: SoundOff Signal nForce® ENFDGS1* LED modules per side mounted internally in black housings. One shall be flashing red/white and the other flashing blue/white. The lights shall be mounted away from the glass to avoid possible damage due to road vibration. Flash guard shall be provided to minimize any flash back inside the vehicle.

L. **TAHOE EXTERIOR SIDE ASSIST STEP LIGHTING:** Four (4) Mfg: SoundOff Signal ELUC2S010J® LED red/blue lights, one (1) mounted in mid-passenger door. Surface mounted in black bezels.

M. **TAHOE INTERIOR TAILGATE LIGHTING:**

1. One (1) Mfg: SoundOff Signal 26" EL3H08A00J Ultralite Interior, eight (8) module red/blue Directional Bar. The light bar shall be mounted horizontally at the rear center to the headliner, visible through the top of the tailgate window.
2. Two (2) Mfg: SoundOff Signal mPower® 4" LED red/blue EMPS2STS4J, shall be mounted to the exterior of the roof spoiler. These lights shall be visible from the vehicle's rear when the rear tailgate hatch is open.

N. **DOME LIGHT**: One (1) Mfg: SoundOff Signal ECVDMLTAL00, white/red all LED dome light, mounted centered above the driver and passenger with the ON/OFF switch in an easy-to-reach location for both the driver and passenger.

O. **FULL PARTITION:** One (1) Mfg: Troy TP-E-SL6-FS-SS Full-Size Sliding Window Prisoner Partition. The front partition shall include the following specifications:

1. Compatible with side curtain airbags.
2. Partition shall be a no-trim cut installation.
3. Fixed mounted, fully flexible side filler wings.
4. Scratch-resistant, polycarbonate full-length window with center sliding window.
5. Center of the window shall be a fixed square-hole punched bracket to prevent crawl-through.
6. Center shall be recessed to allow the driver and passenger to mount weapons.
7. Installed in such a manner to eliminate all voids or gaps along the top, sides, and bottom of the partition that would allow a detainee to reach into or hide evidence or contraband in the forward compartment.

P. **PRISONER TRANSPORT SEAT:** One (1) Mfg: Prisoner Transport Systems (PTS) two (2) person prisoner transport seat that shall include the following specifications:

1. Fully molded, heavy-duty, thermoplastic seat that is crack and damage resistant.
2. Seat belts shall be officer-safe, not requiring officers to reach across to buckle in detainees.
3. Seat belts shall be Mfg: PTS, OS-Belt™ with a buckle attached to the side of the front partition for storage.
4. Shall be airbag compliant.
5. Installed in such a manner to eliminate all voids or gaps along the top, sides and bottom of the seat that would allow a detainee to reach into or hide evidence or contraband.

Q. **TAHOE REAR BARRIER:** One (1) Mfg: Troy Products, Prisoner Transport Rear Barrier Screen that shall include the following specifications:

1. Compatible with side curtain airbags.
2. Fully finished rear panel that contours to allow for maximum space in the rear cargo area.
3. Installed in such a manner to eliminate all voids or gaps along the top, sides, and bottom of the barrier that would allow a detainee to reach into or hide evidence or contraband in the rear cargo area.
4. Barrier shall be constructed of metal mesh with a square hole punch pattern.
5. Rear barrier shall include Troy Product part #PS-TH15-FX-OS-R, which includes a fire extinguisher insert/bracket on the driver side of the partition.

R. **DOOR PANELS:** Two (2) A.B.S. thermoplastic door panels, installed on the rear doors that shall include the following specifications:

1. Replaces or fully covers the OEM interior door panel to include: the door handle, door lock and window controls.
2. High impact resistant, smooth flush surface for ease of cleaning.
3. Installed in such a manner to eliminate all voids or gaps along the top, sides and bottom of the door that would allow a detainee to reach into or hide evidence or contraband in the door.

S. **WINDOW BARS:** Two (2) fixed rear vertical window bars that shall include the following specifications:

1. Prevents the detainee from breaking the windows.
2. Prevents the detainee from accessing the exterior door handles.
3. Scratch-resistant, black powder-coated finish.
4. The vertical bars shall be spaced no more than 2.5 inches apart, center to center.

T. **GUN RACK:** One (1) Mfg: Weiser Solutions, Dual Weapon, Partition Mounted, Vertical, Model WEI-005 weapon system that shall include the following specifications:

1. Electric gun locks with handcuff key lock override.
2. 10-second timer with push button switch incorporated into the siren controller “RLS” switch functional only when the ignition is on.
3. Universal butt plates.
4. Black powder-coated finish.
5. Mounted between the front seats. Shall not be obstructed by the cup holders.
6. Long Gun: Fully adjustable Handcuff- Lock weapon mount for AR-15-style weapons.
7. Shotgun: Fully adjustable lock system which shall be adjusted to fit the Phoenix standard issue Remington 870 shotgun.
8. Each weapon lock will have its own timer, powered from one switch fused independently.

U. **TAHOE CONSOLE SYSTEM:** One (1) Mfg: Troy Products # CC-21TH-0711-DM, 18” wide-body console with open storage system shall include the following specifications:

1. One (1) Floor Plate.
2. Three (3) DC Outlet Plug with Cap, mounted on passenger side.
3. One (1) 4” Internal Dual Beverage Holder.
4. Two (2) Magnetic Microphone Clips.
5. One (1) Side Mount with Slide Arm for Docking Station.

6. One (1) 7” Face Plate Rail.
7. One (1) Computer Post Pass-through Notch.
8. One (1) Bulkhead Wall Support Plate

V. **PATROL FILLER PLATES:** Install filler plates in the following order from the top of the console down, made of the same sheet metal and finish to match the console.

1. One (1) 1” Blank Face Plate with an ON/OFF rocker switch installed on the driver side of the console.
2. One (1) 3” Face Plate for Motorola APX 6500 Radio.
3. One (1) 3” Blank Face Plate.
4. One (1) 4” Face Plate for SoundOff 380R Siren Controller.
5. One (1) 1” Blank Face Plate.

W. **SGT. & LT. FILLER PLATES:** Install filler plates in the following order from the top of the console down, made of the same sheet metal and finish to match the console.

1. One (1) 1” Blank Face Plate with an ON/OFF rocker switch installed on the driver side of the console.
2. One (1) 3” Face Plate for Motorola APX 6500 Radio.
3. One (1) 3” Face Plate for Motorola APX 6500 Radio.
4. One (1) 4” Face Plate for SoundOff 380R Siren Controller.
5. One (1) 1” Blank Face Plate.

X. **AVIATION PATROL FILLER Plates:** Install filler plates in the following order from the top of the console down, made of the same sheet metal and finish to match the console.

1. One (1) 1” Blank Face Plate with an ON/OFF rocker switch installed on the driver side of the console.
2. One (1) 3” Face Plate for Motorola APX 6500 Radio.
3. One (1) 3” Blank Face Plate for Icom A120 Radio.
4. One (1) 4” Face Plate for SoundOff 380R Siren Controller.
5. One (1) 1” Blank Face Plate.

Y. **ANTI-THEFT SYSTEM:** One (1) Mfg: Secure Idle anti-theft system that shall include the following specifications:

1. The anti-theft system shall have a round dash-mounted ON/OFF button located to the left of the steering wheel.

2. The “ON” position will allow for automatic activation by removing the keys from the ignition.
3. The “OFF” position will deny automatic anti-theft activation.
4. The anti-theft system shall resume normal vehicle operations when the key is reinserted to the ignition.

Z. **MDC DOCKING STATION:** One (1) Havis Docking Station, that shall include the following specifications:

1. Integrated power supply with cord.
2. Three (3) USB 2.0 ports, one (1) USB 3.0 port, one (1) Ethernet, one (1) serial, one (1) VGA, one (1) HDMI, one (1) video.
3. One (1) Dual Pass-Through Antenna for Wireless Wide Area Network (WWAN) and Wi-Fi connectivity.
4. One (1) CAT5e RJ415 black patch data cable, terminated behind the passenger seat with a service loop near the modem location.

AA. **PRINTER BOX:** One (1) printer box for Brother PocketJet 6. The printer box shall include a 14-foot long car adapter wire and a 10-foot long USB cable. The printer box shall be installed between the front driver and passenger seats.

BB. **MULTI-BAND ANTENNA:** One (1) Panorama GPSB Sharkee Antenna equipped with GPS, 2G/3G/4G/5G cellular, dual band Wi-Fi/WiMAX and whip mounting.

CC. **LOW LOSS ANTENNA MOUNT:** One (1) Laird as per upfit low loss antenna mount with 20 feet of cable and rain caps, mounted on the roof of the vehicle, centered on the street side and curbside, terminated with a service loop at full length with no connecter in the console system.

DD. **FUSE PANEL WITH BATTERY PROTECTION:** One (1) fully integrated fuse panel with one (1) Mfg: Copeland Engineering, LLC, Power Tamer© mounted to a metal surface with the programmable delay set at two (2) hours, that shall include the following specifications;

1. One (1) Mfg: Copeland Engineering, LLC, Power Tamer© with the delay set at two (2) hours. Panel is to be located in the console.
2. All connections shall be crimped, soldered and insulated with heat shrink tubing.
3. One (1) 150 amp fuse panel circuit breaker mounted in an easy to reach location.
4. The bidder shall supply a professional level paper and electronic wiring schematic (see section 2.1.2 for requirements) after completion and acceptance of the demonstration unit.

5. All unused wires that are included with the supplied fuse panel shall be terminated in a service loop, loomed to the sides of the console. The service loop shall provide enough slack for additional installations to be conducted by the City's Radio Shop, and to not pull on the connections. The console floor shall be clear of any unused wires to allow for deeper radio installation.
6. All wires shall be;
   a. SXL automotive type that meet or exceed MIL T5438 and SAE-J1128.
   b. Fully color coded and function labeled a minimum of every 6" (inches) with a color coded and label legend applied as part of the panel cover.
   c. Protected by a grommet when passed through metal.
   d. Sized to appropriate amperage draw, concealed and protected against damage, loomed and secured to the vehicle a minimum of every 18" (inches) with non-stick on type ties.
7. The following wires shall be supplied and labeled as follows:
   a. **Constant Radio 1**: Wires shall be terminated by the city of Phoenix radio shop, in the console with a service loop near the Radio location. RED wire shall be "hot" all the time, even when the Power Tamer times out.
      i. One (1) 12-gauge RED wire, labeled "RADIO 1 BATT", fused at 15 amps
      ii. One (1) 12-gauge BLACK wire, labeled "RADIO 1 GND"
   b. **Constant Radio 2:** Wires shall be terminated with a 2-pin quick disconnect bullet lead, in the console with a service loop near the Radio location. RED wire shall be "hot" all the time, even when the Power Tamer times out.
      i. One (1) 12-gauge RED wire, labeled "RADIO 2 BATT", fused at 15 amps
      ii. One (1) 12-gauge BLACK wire, labeled "RADIO 2 GND"
   c. **Switched Radio 1&2:** Two (2) 14-gauge RED with WHITE STRIPE wires fused separately at 4 amps, one (1) labeled "RADIO 1 SWITCHED" and one (1) labeled "RADIO 2 SWITCHED". Wires shall be switched with the "Master Switch" – Power Tamer applied. Both wires shall be terminated in the console with a service loop near the Radio location.
   d. **Switched MDC**: Wires shall be switched with the "Master Switch" – Power Tamer applied. Both wires terminated in the console with a service loop near the MDC location.
      i. One (1) 14-gauge ORANGE wire, labeled "COMPUTER SWITCHED", fused at 20 amps
      ii. One (1) 12-gauge BLACK wire, labeled "COMPUTER GND"

e. **Switched Spare 1:** Wires shall be switched with the "Master Switch" – Power Tamer applied. Both wires shall be terminated in the console with a service loop near the Radio location.

   i. One (1) 12-gauge BLUE wire, labeled "SPARE 1 SWITCHED", fused at 15 amps

   ii. One (1) 12-gauge BLACK wire, labeled "SPARE 1 GND"

f. **Switched Spare 2:** Wires shall be switched with the "Master Switch" – Power Tamer applied. Both wires shall be terminated in the console with a service loop near the Radio location.

   i. One (1) 12-gauge BLUE wire, labeled "SPARE 2 SWITCHED", fused at 15 amps

   ii. One (1) 12-gauge BLACK wire, labeled "SPARE 2 GND"

EE. **MAGNITIC MIC CLIPS:** One magnetic microphone clip shall be supplied for the SoundOff Signal siren PA microphone, and one magnetic microphone clip shall be supplied for each radio microphone (front and rear).

FF. **K-9 TRANSPORT SYSTEM WITH PLATFORM:** One (1) Mfg: Havis-Shields®, American Aluminum Accessories®, **or equal**, canine kit shall include the following specifications:

1. Heavy-duty, powder coat finish black in color, single compartment kit with one sliding front door, aluminum fold-down interior window guards, door panels, rubber matting and dome light with a dash mounted switch
2. Heat sensor alarm to include the S.O.S. horn alert module, remote door popper module, dual window auto drop module, light bar activation module, siren activation module, and remote pager/beeper module.
3. 4" (inch) air circulation fan.
4. 12" (inch) ventilation fan.
5. A center console storage box that will act as a platform which will allow the K9 to exit through the front seat area.
6. LED red/white dome light mounted on the cage ceiling activated by a switch on the console.

GG. **K-9 TRANSPORT SYSTEM WITHOUT PLATFORM:** One (1) Mfg: Havis-Shields®, American Aluminum Accessories®, **or equal**, canine kit shall include the following specifications:

1. Heavy-duty, powder coat finish black in color, single compartment kit with one sliding front door, aluminum fold-down interior window guards, door panels, rubber matting and dome light with dash-mounted switch.
2. Heat sensor alarm to include the S.O.S. horn alert module, remote door popper module, dual window auto drop module, light bar activation module, siren activation module, and remote pager/beeper module.
3. 4" (inch) air circulation fan.
4. 12" (inch) ventilation fan.
5. LED red/white dome light mounted on the cage ceiling activated by a switch on the console.

HH. **FULL WIDTH, SINGLE DRAWER LOCK BOX:** one (1) custom lock box that shall include the following specifications to fit in the cargo area of a Chevrolet Tahoe PPV; exact placement to be provided before installation:

1. Solid 1/8" (inches) thick, lightweight, corrosion-resistant construction.
2. Extra Heavy Duty ball-bearing drawer slides.
3. One (1) drawer to support 300 lbs. at full extension.
4. Two (2) centered T-handle locks and 4 keys.
5. Cargo box height is approximately 22" (inches), including 2" (inches) top rails.
6. Cargo box width shall fill the entire rear cargo area of the vehicle.
7. Cargo box depth shall fill the entire rear cargo area between the rear seat, cage or partition to the tailgate.

II. **FULL WIDTH, TWO DRAWER LOCK BOX:** one (1) custom lock box that shall include the following specifications to fit in the cargo area of a Chevrolet Tahoe PPV; Exact placement to be provided before installation:

1. Solid 1/8" (inch) thick, lightweight, corrosion-resistant construction.
2. Extra Heavy Duty ball-bearing drawer slides.
3. Two (2) drawers to support 150 lbs. each at full extension.
4. Two (2) centered T-handle locks and 4 keys per drawer.
5. Cargo box height is approximately 22" (inch), including 2" (inch) top rails.
6. Cargo box width shall fill the entire rear cargo area of the vehicle.
7. Cargo box depth shall fill the entire rear cargo area between the rear seat, cage or partition to the tailgate.

JJ. **HALF WIDTH, SINGLE DRAWER LOCK BOX:** One (1) custom lock box that shall include the following specifications to fit in the cargo area of a Chevrolet Tahoe PPV; exact placement to be provided prior to installation:

1. Solid 1/8" (inch) thick, lightweight, corrosion-resistant construction.
2. Extra Heavy Duty ball-bearing drawer slides.
3. One (1) drawer to support 150 lbs. at full extension.
4. Two (2) centered T-handle locks and 4 keys per drawer.
5. Cargo box height is approximately 22" (inch), including 2" (inch) top rails.
6. Cargo box width shall be one-half the size of the rear cargo area installed on the curbside of the vehicle.
7. Cargo box depth shall fill all space between the rear seat, cage or partition to the tailgate.

3.5. VEHICLE BUILD REQUIREMENTS - GROUP I BID ITEMS 1 - 7

A. **TAHOE - PATROL BUILD -** The following items shall be supplied and installed in accordance with the requirements of this Contract.

1. Lights and Siren Controller
2. Siren Speaker
3. TBD
4. 4-Corner Lighting System
5. Push Bar
6. Push Bar Forward Lighting
7. Push Bar Side Lighting
8. Light Bar
9. Tahoe Rear Quarter Window Lighting
10. Exterior Tahoe Assist Step Lighting
11. Tahoe Interior Tailgate Lighting
12. Dome Light
13. Full Partition
14. Prisoner Transport Seat
15. Tahoe Rear Barrier
16. Door Panels

17. Window Bars
18. Gun Rack
19. Tahoe Console System
20. Patrol Filler Plates
21. Anti-Theft System
22. MDC Docking Station
23. Printer Box
24. Multi-Band Antenna
25. Low Loss Antenna Mount
26. Fuse Panel with Battery Protection
27. Magnetic Microphone Clip

B. **TAHOE – SGT. BUILD -** The following items shall be supplied and installed in accordance with the requirements of this Contract.

1. Lights and Siren Controller
2. TBD
3. 4-Corner Lighting System
4. Push Bar
5. Push Bar Forward Lighting
6. Push Bar Side Lighting
7. Light Bar
8. Tahoe Rear Quarter Window Lighting
9. Exterior Tahoe Assist Step Lighting
10. Tahoe Interior Tailgate Lighting
11. Dome Light
12. Full Partition
13. Prisoner Transport Seat
14. Tahoe Rear Barrier
15. Siren Speaker
16. Door Panels

17. Window Bars
18. Gun Rack
19. Tahoe Console System
20. Sgt. & Lt. Filler Plates
21. Anti-Theft System
22. MDC Docking Station
23. Printer Box
24. Multi-Band Antenna
25. Low Loss Antenna Mount
26. Fuse Panel with Battery Protection
27. Magnetic Microphone Clip

C. **TAHOE – LT. BUILD -** The following items shall be supplied and installed in accordance with the requirements of this Contract.

1. Lights and Siren Controller
2. Siren Speaker
3. TBD
4. 4-Corner Lighting System
5. Push Bar
6. Push Bar Forward Lighting
7. Push Bar Side Lighting
8. Light Bar
9. Tahoe Rear Quarter Window Lighting
10. Exterior Tahoe Assist Step Lighting
11. Tahoe Interior Tailgate Lighting
12. Dome Light
13. Tahoe Console System
14. Sgt. & Lt. Filler Plates
15. Anti-Theft System
16. MDC Docking Station

17. Printer Box
18. Multi-Band Antenna
19. Low Loss Antenna Mount
20. Fuse Panel with Battery Protection
21. Magnetic Microphone Clip

D. **TAHOE – OCB GANG BUILD -** The following items shall be supplied and installed in accordance with the requirements of this Contract.

1. Lights and Siren Controller
2. Siren Speaker
3. TBD
4. 4-Corner Lighting System
5. Grille Lighting
6. Windshield Lighting
7. Tahoe Rear Quarter Window Lighting
8. Tahoe Interior Tailgate Lighting
9. Dome Light
10. Tahoe Console System
11. Patrol Filler Plates
12. Anti-Theft System
13. MDC Docking Station
14. Printer Box
15. Multi-Band Antenna
16. Low Loss Antenna Mount
17. Fuse Panel with Battery Protection
18. Magnetic Microphone Clip

E. **TAHOE – K-9 BUILD WITH PLATFORM -** The following items shall be supplied and installed in accordance with the requirements of this Contract.

1. Lights and Siren Controller
2. Siren Speaker
3. TBD

4. 4-Corner Lighting System
5. Push Bar
6. Push Bar Forward Lighting
7. Push Bar Side Lighting
8. Light Bar
9. Tahoe Rear Quarter Window Lighting
10. Exterior Tahoe Assist Step Lighting
11. Tahoe Interior Tailgate Lighting
12. Dome Light
13. Gun Rack
14. Tahoe Console System
15. Sgt. & Lt. Filler Plates
16. Anti-Theft System
17. MDC Docking Station
18. Printer Box
19. Multi-Band Antenna
20. Low Loss Antenna Mount
21. Fuse Panel with Battery Protection
22. Magnetic Microphone Clip
23. Tahoe K-9 Transport System

F. **TAHOE – K-9 BUILD WITHOUT PLATFORM -** The following items shall be supplied and installed in accordance with the requirements of this Contract.

1. Lights and Siren Controller
2. Siren Speaker
3. TBD
4. 4-Corner Lighting System
5. Push Bar
6. Push Bar Forward Lighting
7. Push Bar Side Lighting

8. Light Bar
9. Tahoe Rear Quarter Window Lighting
10. Exterior Tahoe Assist Step Lighting
11. Tahoe Interior Tailgate Lighting
12. Dome Light
13. Gun Rack
14. Tahoe Console System
15. Sgt. & Lt. Filler Plates
16. Anti-Theft System
17. MDC Docking Station
18. Printer Box
19. Multi-Band Antenna
20. Low Loss Antenna Mount
21. Fuse Panel with Battery Protection
22. Magnetic Microphone Clip
23. Tahoe K-9 Transport System

G. **TAHOE – AVIATION PATROL -** The following items shall be supplied and installed in accordance with the requirements of this Contract.

1. Lights and Siren Controller
2. Siren Speaker
3. TBD
4. 4-Corner Lighting System
5. Push Bar
6. Push Bar Forward Lighting
7. Push Bar Side Lighting
8. Aviation Light Bar
9. Tahoe Rear Quarter Window Lighting
10. Exterior Tahoe Assist Step Lighting
11. Tahoe Interior Tailgate Lighting

12. Dome Light
13. Multi-Band Antenna
14. Low Loss Antenna Mount
15. Gun Rack
16. Tahoe Console System
17. Aviation Patrol Filler Plates
18. Anti-Theft System
19. MDC Docking Station
20. Printer Box
21. Fuse Panel with Battery Protection

3.6. SCOPE - GROUP II - FLEET ACCESSORIES

SCOPE

A. To provide Fleet Accessories and Installation for various city departments and vehicle types. The vehicles will vary in years, makes, and models, including, but not limited to, Chevrolet, Ford, Dodge, Chrysler, and other light, medium, and heavy-duty vehicles.

B. Contractor shall provide shop labor rates and discounts on products to be used for the installation of fleet vehicle accessories on new city vehicles or modifications of the existing city fleet on an "as needed" basis for the duration of the contract period. **The City shall have the ability to purchase parts, components and assemblies at the contracted price, without utilizing the installation services contained in this contract.**

C. Additional rebates, specials, returns, or product discounts manufacturers offer will be applied when directly attributable to this agreement. Contractor must guarantee an established, reliable, responsive supply chain for the procurement of both major and minor products and components for all items installed, maintained, and repaired.

D. Manufacturers referenced in each group represent products currently used by the City. Contractor is encouraged to bid on alternative products of equal or better quality if available. These should be added to the appropriate pricing section in the Bid Price Schedule.

3.7. FLEET ACCESSORIES BID ITEMS 1 - 7

A. **Bid Item 1 - Lighting and Accessories**

1. ECCO Group
2. Federal Signal Corporation

3. Nova Electronics, Inc.
4. Sound Off Signal
5. Whelen Engineering Company
6. Able 2 Products Co. /Sho-Me Lighting

B. **Bid Item 2 - Push Bumpers and Various Specialty Accessories**

1. Setina
2. Havis Equipment Corporation
3. Troy Products
4. B&B Enterprises

C. **Bid Item 3 - Truck Accessories**

1. Setina
2. Havis Equipment Corporation
3. Troy Products
4. B&B Enterprises

D. **Bid Item 4 - Cargo Management Systems**

1. Weather Guard
2. Tradesman
3. Highway Products Inc.
4. Adrian Steel Cargo Management Systems
5. Kargo Master
6. Masterack Commercial Vehicle Equipment
7. RKI
8. Ladder Racks

E. **Bid Item 5 - Lift Gates -** Minimum lifting capacity shall be 1,000 pounds with integral lift controls and a safety mechanism located in the full size pickup truck cab to restrict unauthorized use. The leading edge on the gate shall be flush to the ground when in fully-lowered position. O.E.M. tailgate is to be returned to the City.

1. Maxon
2. Waltco
3. Tommy Gate

4. Eagle Lift

F. **Bid Item 6 - Truck Crane**

1. Auto Crane
2. Liftmoore
3. RKI

G. **Bid Item 7 - Bed Covers**

1. Camper Shell – Aluminum – Color Match – Cab High
2. Camper Shell – Steel – Color Match – Cab High
3. Camper Shell – Fiberglass – Color Match – Cab High
4. Tonneau Cover – Color Match – Snug Top
5. H.D. Roll-Up Bed Cover – Aluminum – USA Truck Cover

3.8. CONTRACTOR QUALIFICATIONS AND QUALITY ASSURANCE

A. Contractor shall employ a sufficient number of trained and capable employees to properly, adequately, safely, and promptly provide services requested herein. All other employees working on this service shall have specific factory, and/or field training in accordance with industry standards. Unskilled employees are not permitted to perform or provide assistance of any kind.

B. Contractor agrees that each of its employees are properly qualified and will use reasonable care in the performance of services. If the City determines, for any reason, that the qualifications, actions or conduct of any particular Contractor employee has violated this agreement by performing unsatisfactory services, interfering with operations at a property site, or such actions or conduct that may otherwise be detrimental to the City of Phoenix, then upon receipt of the City of Phoenix written notice, Contractor shall immediately provide a qualified replacement person(s).

C. Contractor will not subcontract or use any other parties to perform services without written authorization from the City. Contractors use of any subcontractors or other parties to perform services shall not relieve, release or affect in any manner, any of Contractor's duties, liabilities or obligations hereunder, and Contractor shall at all times be and remain fully liable hereunder.

D. Contractor’s key personnel shall have a minimum of two (2) years of experience providing fleet accessories services, preferably in the State of Arizona.

E. Contractor shall maintain, secure, and store all City vehicles under its care and custody to prevent damage, vandalism and theft.

F. City may conduct a site visit of the Contractor's facility and review the OSHA state and local requirements, and the manufacturer's operating procedures for vehicle installations.

3.9. SAFETY PRECAUTIONS AND CLEANLINESS

A. Contractor shall have sole responsibility for means, methods, techniques, procedures, and safety precautions in connection with performance of these services.

B. Contractor shall be responsible for the supervision and execution of services by its employees.

C. All tests shall be performed to vehicle and accessories manufacturers' specifications.

D. The contractor will adhere to all local, state, and national regulations including OSHA, NFPA requirements, state, local and manufacturer operating procedures and generally accepted procedures.

E. The contractor shall be responsible for implementing all final settings and adjustments on installation fleet accessories, in accordance with the vehicle, manufacturer, owner, and engineer's specifications.

3.10. CONTRACTOR SERVICES

Contractor shall furnish all management, supervision, tools, supplies, parts, materials, equipment, and labor necessary to perform fleet accessories noted herein, in accordance with all the terms, conditions, provisions, and specifications contained in this agreement and the manufacturer's recommended services:

A. Services shall include all labor, transportation, supplies, materials, parts, tools, machinery, hoist, employee safety equipment, supervision, and all other work and materials expressly required under this agreement, or reasonably inferred, whether or not expressly stated herein.

B. Common new fleet accessories and warranty repair parts shall be available locally or able to be delivered within twenty-four (24) hours. Non-stock accessories should be available within seven (7) business days.

C. Contractor shall provide the following Records and Reports:

1. An accurate and complete record of all work performed including the following:

   a. The date and time work begins.

   b. Description of the accessories (Manufacturer's Part Number, Catalog Date, List Price, Discount Price) and specific action taken on the installation.

   c. Date and time work is completed.

   d. Auto Stores Purchase Order number.

D. Response and Installation Time Requirements:

1. Installation will be completed within two (2) business days. Installation requiring more than two (2) business days will be brought to the attention of the City of Phoenix authorized representative, including an estimated date/time of completion.

E. All materials used must be new, except those materials that are provided to the Contractor, by the City. If additional work is required, Contractor is responsible to get prior authorization.

F. Services shall be performed in conformance with all provisions of this agreement, legal statutes, code requirements, and applicable OEM specifications.

G. All warranty work shall be completed within twenty-four (24) hours. Contractor shall warranty all installation, shop materials, and accessories for a period of twelve (12) months to include parts and labor, against defects in material and workmanship. A "NO CHARGE" invoice shall be provided for all warranty repairs detailing: failure, possible cause and repairs/replacements made.

H. The Contractor shall maintain a sufficient supply of products and/or parts to maintain all of the vehicle installations. The Contractor will guarantee that stock of product specified in this agreement is available locally. Captive parts must be available within forty-eight (48) hours following the placement of order and Contractor shall provide parts delivery. If special handling and/or freight is required, the Contractor will assume all charges unless prior authorization from the City is received. If prior authorization is received, the City will reimburse the freight charges to the Contractor as a pass through cost on the invoice with documentation.

I. Offeror should familiarize themselves with any conditions that may affect performances and prices. Submission of this solicitation will be prima facie evidence that the Offeror did, in fact, understand all conditions, terms and specifications affecting performance and prices.

3.11. MISCELLANEOUS FEES

A. Each contractor shall submit their prices on the bid submittal form, including all the applicable charges. Additional charges for fuel surcharges, environmental fees, machine fees, waste fees and miscellaneous shop supplies **will not be paid**; these charges must be included in the bid submittal price. Invoices will be processed for the submitted prices only.

B. Hourly labor rate to be charged only for time spent on installation. Travel time to and from City facilities, contractor's equipment, licensing, permits, overhead, environmental disposal, fuel surcharge, miscellaneous shop supplies, waste fees and any other incidental fees <u>will not be</u> acceptable under this agreement. Contractor should take this into consideration when preparing their response. City business hours are defined as 7:00 a.m. to 3:30 p.m. (local Phoenix, AZ time) Monday through Friday, excluding City holidays.

3.12. FLEET TRANSPORTATION

A. All towing and/or transportation charges required for the pick-up and delivery of vehicles to and from the city facilities will be the responsibility of the contractor under the City Administration Regulation 2.95 (Motor Vehicle Authorization and Operations). No vehicle will be driven unless the contractor's driver has the appropriate driver's license for the vehicle being operated, i.e. CDL (Commercial Driver's License). Contractor shall deliver completed vehicles to the City of Phoenix, Fleet Services Make Ready facility located at 2441 S. 22nd Ave. Phoenix, AZ 85009, or any other city facility used to store vehicles, as requested by the City.

3.13. PRE-INSPECTION

A. The Contractor shall implement the appropriate procedures for a complete pre-inspection of the vehicle prior to the start of any work required under this agreement, or reasonably inferred whether or not expressly stated herein. If the vehicle has any indications of damage or unable to install the accessory, the City must be notified immediately so an inspection can be scheduled. The Contractor will provide conclusions, recommendations and digital photographs of any problems found. The City will reimburse the Contractor for a maximum of one (1) shop labor hour, as in Section V, for the failed pre-inspection.

3.14. MOUNTING LOCATIONS

A. Mounting locations will be consistent to produce a pleasing appearance and not interfere with the functions of the vehicle. All mounting locations shall be approved by the City. A complete demonstration unit may be required prior to completing a multiple vehicle order. The demonstration unit shall be the first unit supplied to the bidder for the scheduled build. The scheduled build shall consist of the number of units identified on a single order.

3.15. WIRING REQUIREMENTS

A. Wiring on law enforcement vehicles shall be automotive wire SXL (Cross Linked Polyolefin Insulation) XLPE type, heat and abrasion resistant rated to meet or exceed MIL T-5438 and SAE-J-1128. Wires shall be fully color coded and function labeled every 6". Wire passing through metal must be protected by a rubber grommet. All wiring shall be sized to amperage draw of the lights and accessories.

B. The wiring on all other applications shall be an industry standard type wire, color coded and sized to the required amperage draw.

C. Wiring connectors shall be butt type, soldered and crimped. Heat shrink shall be used on all splices, over the solder and crimp connections. Wiring shall be loomed and secured to the vehicle a minimum of every 18". Wire loom ties shall **NOT** be "stick on" type. All wiring shall be concealed. Where applicable, all wires shall be continuous from the power source to the accessory.

3.16. INSPECTION AND ACCEPTANCE

A. Each vehicle delivered shall be subject to a complete inspection by the Fleet Services Division prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) City working days will be allowed for this process. If delivered items are unacceptable and returned to the contractor prior to acceptance, an additional five (5) City working days will be allowed for inspection when subsequent delivery occurs. It shall be the contractor's responsibility to pick up unacceptable items, correct the deficiencies, and return the vehicle following the corrections.

B. Diagnostic and troubleshooting software, if necessary for maintenance, repair, and diagnostics of the accessory must also be provided at time of delivery.

4. STANDARD TERMS AND CONDITIONS

4.1. Definition of Key Words Used in the Solicitation

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

“A.R.S.” Arizona Revised Statute

“Buyer” or “Procurement Officer” City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

"Contract” or “Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.

“Days” Means calendar days unless otherwise specified.

“Chief Procurement Officer” The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

“Employer” Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

“Offer” Means a response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

“Offeror” Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

“Solicitation” Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, bids or quotes from suppliers.

"Suppliers" Firms, entities or individuals furnishing goods or services to the City.

"Vendor or Seller" A seller of goods or services.

4.2. Contract Interpretation

A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

1. Federal terms and conditions, if any
2. Special terms and conditions
3. Standard terms and conditions
4. Amendments
5. Statement or scope of work
6. Specifications
7. Attachments
8. Exhibits
9. Instructions to Contractors
10. Other documents referenced or included in the Solicitation

C. **Organization – Employment Disclaimer:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

E. **Non-Waiver of Liability:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

F. **Parol Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

4.3. Contract Administration and Operation

A. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Contractor has in place.

B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, 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 supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

C. **Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as

amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

1. **For a Contractor with *35 employees or fewer:*** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, 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 further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

2. **For a Contractor with *more than 35 employees:*** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, 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 further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

D. **Legal Worker Requirements:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

E. **Health, Environmental, and Safety Requirements:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:

1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.

2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

F. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances

when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

G. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

H. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

I. **Emergency Purchases:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

4.4. Costs and Payments

A. **General:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

B. **Payment Deduction Offset Provision:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

C. **Late Submission of Claim by Contractor:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

D. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

E. **No Advance Payments: Advance** payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.

F. **Fund Appropriation Contingency:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

G. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

H. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

4.5. Contract Changes

A. **Contract Amendments:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

B. **Assignment - Delegation:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

C. **Non-Exclusive Contract:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The

City reserves the right to obtain like goods or services from another source when necessary.

4.6. Risk of Loss and Liability

A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

D. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.

E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to

its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

F. **Damage to City Property:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

4.7. City's Contractual Rights

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.

B. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

F. **Cost Justification:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.

G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

4.8. Contract Termination

A. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

B. **Conditions and Causes for Termination:**

1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

   - In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
   - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
   - In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;

- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

C. **Contract Cancellation:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

4.9. State and Local Transaction Privilege Taxes

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at https://www.phoenix.gov/finance/plt or https://www.azdor.gov/Business.aspx. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

4.10. Tax Indemnification

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

4.11. Tax Responsibility Qualification

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

4.12. No Israel Boycott

If this Contract is valued at $100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

4.13. No Forced Labor of Ethnic Uyghurs

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.14. Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Agreement or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

4.15. Strict Performance

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4.16. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing

within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Chief Procurement Officer prior to the institution of the change.

5. SPECIAL TERMS AND CONDITIONS

5.1. Term of Contract

The term of this Contract will commence on or about October 1, 2023 and will continue for a period of t**hree (3) years** thereafter. This Contract includes **two (2) one-year options** to extend the term, for an aggregate **five (5) years**, which may be exercised by the sole discretion of the City.

5.2. Free on Board (FOB)

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): 2441 S. 22nd Avenue, Phoenix, AZ 85009.

5.3. Price

All prices submitted shall be firm and fixed for the initial one-year of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Chief Procurement Officer are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Chief Procurement Officer.

5.4. Discounts from Published Catalogs / Price Lists

Contractor must indicate and provide with its submittal, if reasonable, the manufacturer's price list, or catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. The Procurement Officer must be informed 60 days in advance of any new price list or catalogs and the respective date(s).

Any terms and conditions contained in the parts price list(s) or catalog(s) will not take precedence over the City's terms and conditions specified herein.

A. All discounts offered will be firm and fixed for the entire contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.

B. Offers will be submitted based on a discount from a manufacturer's most recent Published Price List(s) or Catalog which is common to, and accepted by, the industry in general. The lists must be printed or available online, properly identified, and dated as to issuance and effectiveness.

Revised Price Lists or Catalogs may be used as a means of price adjustment. However, all offers are to be firm for a period of one-year after the solicitation due date and pricing cannot be revised during that time. Revised pricing will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price

adjustments will not be made for changes in freight costs. New pricing will not become effective until revised list(s) are submitted to the City under Contractor cover letter identifying the applicable contract number. Contractor cover letter and pricing list(s) must be date, signed, and submitted to the Procurement Officer. One of revised price list will be required.

A. All invoices must include the manufacturer's part number, list price and discount percentage, net price extended and totaled. The City reserves the right to request a hard copy of the manufacturer's documented price listing for any item(s) invoiced.

5.5. Method of Ordering

Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

5.6. Method of Invoicing

Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:

- City purchase order number or shopping cart number
- Items listed individually by the written description and part number
- Unit price, extended and totaled
- Quantity ordered, back ordered, and shipped
- Applicable tax
- Invoice number and date
- Delivery address
- Payment terms
- FOB terms
- Remit to address

5.7. Method of Payment

Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.

5.8. Supplier Profile Changes

It is the responsibility of the Contractor to promptly update their profile in procurePHX at https://www.phoenix.gov/procure. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

5.9. Post Award Conference

A post-award conference may be held prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

5.10. Performance Interference

Contractor shall notify the City's authorized Department representative immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

5.11. Cooperative Agreement

In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies in the State of Arizona.

5.12. Licenses and Permits

Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

5.13. Delivery

All deliveries shall be made between the hours of 8:00 a.m. and 2:00 p.m., local time, Monday through Friday, excluding City holidays. City holiday calendar:
https://www.phoenix.gov/calendar/holidays

5.14. Delivery / Service Ticket

Contractor shall provide a packing list or service ticket for items delivered to the City or services provided to the City. Tickets should include the following and a legible copy shall be provided to the City:

- Date
- City purchase order number
- Written description of services which were provided
- Itemized list of materials which were delivered, including quantity
- A unique identification number and Contractor name
- Signature of City employee who accepted for the materials/services

5.15. Miscellaneous Fees

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided.

Labor rates (Shop and On-site) shall be charged as a flat hourly rate and are allowed only in performance of services under this agreement. Travel hours and other incidental fees will not be

permitted under this agreement. Labor hours will be from “check-in” to “check-out” at the worksite.

5.16. Single Source for Warranty Work

Contractor shall be fully responsible for all warranty work. In addition, Contractor shall have or establish a single local Phoenix source that will accomplish or coordinate any necessary warranty work. Contractor shall respond to requests for repairs within one after a verbal request by the City.

5.17. Warranty

All equipment supplied under this contract shall be fully guaranteed by the Contractor for a minimum period of One year years from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the Contractor (including parts and labor) without cost to the City.

Warranty work requirements shall be performed by a technician on-site with a guaranteed response time of one, seven days a week, 24 hours per day. City acceptance will be determined by the date of actual installation and start-up. Since some of the items will be inventoried for emergency purposes, the City will notify the Contractor of actual start-up date which will be within one year of item receipt.

5.18. Inventory Levels

Contractor’s inventory levels of the items may be a factor in the City’s award decision. Contractor will be required to maintain sufficient local inventory to provide daily support of the City’s requirement. Failure to supply sufficient support may result in cancellation of the contract.

5.19. Background Screening

Contractor agrees that all Contractor and subcontractors’ workers (collectively “Contract Worker(s))” pursuant to this Agreement will be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise provided for in the scope of work. Contractor’s background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

5.20. Background Screening Risk Level

The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

5.21. Terms of This Section Applicable to all Contractor’s Contracts and Subcontracts

Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

5.22. Materiality of Background Screening Requirements; Indemnity

The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

5.23. Continuing Duty; Audit

Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

5.24. Variances and Exemptions

Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau.
- Transportation Security Administration.
- Federal Aviation Administration.
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card.
- Arizona or other State Bars.
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City's discretion.

5.25. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach

If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;

- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of $1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

5.26. Employee Identification and Access

Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

- Contract Workers must always have city issued badges and some form of verifiable company identification (badge, uniform, employee id).
- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

5.27. Key Access Procedures

If the Contractor Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

5.28. Stolen or Lost Badges or Keys

Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

5.29. Return of Badge or Key

All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contractor Worker's services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

5.30. Badge and Key Fees

The following constitute the badge and key fees under this agreement, which shall be paid for at the Contractor's sole cost and expense, unless otherwise provided for in the scope of work. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Initial Badge Fee: $55.00 per application

Replacement Badge Fee: $55.00 per badge

Lost/Stolen Badge Fee: $55.00 per badge

Replacement Key Fee: $55.00 per key

Replacement Locks: $55.00 per lock

5.31. Background Screening – Standard Risk

A. **Determined Risk Level:** The current risk level and background screening required is STANDARD RISK LEVEL

B. **Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:

   1. require a badge or key for access to City facilities; or
   2. allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
   3. allow unescorted access to City facilities during normal and non-business hours.

C. **Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.

D. **Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Contractor will be responsible for:

1. determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
2. for reviewing the results of the background check every five years; and,
3. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
4. Submitting the list of qualified Contract Workers to the contracting department.
5. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
6. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

6. DEFENSE AND INDEMNIFICATION

6.1. Standard General Defense and Indemnification

Contractor ("Indemnitor") must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors ("Indemnitor's Agents") arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state's Workers' Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

7. INSURANCE REQUIREMENTS

7.1. Contractor's Insurance

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

7.2. Scope and Limits of Insurance

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

7.3. Commercial General Liability: Occurrence Form (or Garage Liability)

General Aggregate $2,000,000
Premises and Operations $1,000,000
Products – Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.
- Coverage must be endorsed to include Garagekeepers liability for vehicles being repaired, stored or transported by contractor, written on a Direct Primary basis with $1,000,000 per Occurrence and $100,000 for each Auto.

- Policy must include coverage for losses occurring on the garage premises or due to operations necessary and incidental to the garage business, or automobile service and repair operations.

7.4. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles incidental to the garage business used in the performance of this Contract.

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

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- The policy must be endorsed to include coverage for towing (if towing services are included in the Scope of Services in the Contract or part of the normal operations of the Contractor.)
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

7.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory
Employers' Liability:
Each Accident $100,000
Disease – Each Employee $100,000
Disease – Policy Limit $500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

7.6. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Phoenix Public Works Department, Procurement Division, 200 W. Washington Street 7th Floor, Phoenix, Arizona 85003; or email to pwd.procurement@phoenix.gov.

7.7. Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that

the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

7.8. Verification of Coverage

Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract must be sent directly to City of Phoenix Public Works Department, Procurement Division, 200 W. Washington Street 7th Floor, Phoenix, Arizona 85003; or email to pwd.procurement@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

7.9. Subcontractors

Contractor's certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

7.10. Approval

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

8. SUBMITTALS

8.1. Copies

For In-Person and Carrier Delivery

If submitting a hardcopy offer to the City, please submit one original, 1 copy, and one electronic copy (portable thumb drive) of the Submittal Section and addenda(s). Please include updated W-9, a sample invoice and all other required documentation.

For Electronic Submittal via email

If submitting an electronic offer to the City via email, please submit one copy of the Submittal Section and addenda(s). Please include an updated W-9, a sample invoice and all other required documentation.

Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This Offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

Please DO NOT submit links to Google Docs, Dropbox Paper, or similar services. Your offer may be deemed non-responsive if your offer is supplied utilizing these services.

8.2. Solicitation Response Check List

Use this check list as a tool to review your submission to ensure that all required documents and forms are included.

The written offer should be:

- Typewritten for ease of evaluation
- Signed by an authorized representative of the Offeror
- Submitted with contact information for the individual(s) authorized to negotiate with the City

A. Offeror's Proposal - A detailed proposal describing the firm or individual's qualifications and experience responsive to the requirements of the solicitation and evaluation criteria.

B. Pricing Proposal - A completed pricing proposal with all requested prices, quantities, and/or discounts completed.

C. Submittal Forms - All submittal forms are completed and signed.

D. Addenda - Signed copies of all published addenda.

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is

received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.

8.3. Additional Quantities

By signing and submitting this solicitation, Offeror agrees that the City may, at any time prior to N/A, purchase additional quantities up to and including 100 percent of the quantities specified at these solicitation prices and conforming to solicitation specifications.

OR

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual fleet vehicle accessories and installation, including police up-fitting, that will be purchased under this contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.

Note: Offers taking exception to this option for additional quantities clause shall indicate in their offer.

8.4. Catalogs and Price Lists

Contractor must provide with its submittal the date of the current manufacturer's price list, and must identify the catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. City's Finance Procurement Division must be informed 60 days in advance of any new price list or catalogs and the respective date(s). Any terms and conditions contained in the parts price list(s) or product catalog(s) submitted shall not take precedence over the City's terms and conditions specified herein. All invoices must include the manufacturer's part number, list price and discount percentage, net price extended and totaled. The City reserves the right to request a hard copy of the manufacturer's documented price listing for any item(s) invoiced.

8.5. Bid Evaluation

A. Group I - Police Up-Fitting will be evaluated by Total of each Bid Item.

   1. Bid Item 1 - Tahoe - Patrol Build
   2. Bid Item 2 - Tahoe - Sgt. Build
   3. Bid Item 3 - Tahoe - Lt. Build
   4. Bid Item 4 - Tahoe - OCB Gang Build
   5. Bid Item 5 - Tahoe - K9 Build With Platform
   6. Bid Item 6 - Tahoe - K9 Build Without Platform
   7. Bid Item 7 - Tahoe - Aviation Build

B. Group II - Fleet Accessories will be evaluated by Discount Percentage of each manufacturer per Bid Item.

1. Bid Item 1 - Lighting
2. Bid Item 2 - Push Bumpers and Various Specialty Products
3. Bid Item 3 - Truck Accessories
4. Bid Item 4 - Cargo Management Systems
5. Bid Item 5 - Lift Gates
6. Bid Item 6 - Truck Cranes
7. Bid Item 7 - Bed Covers

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 159241--0. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX
A Municipal Corporation
Jeffrey Barton, City Manager

Director or delegate: Eric Froberg
Title: Interim Public Works Director
Department: Public Works Department

Attest:

Denise Archibald

this 21 day of September 2023

City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

OFFER

(please complete, sign, and return with the submittal)

TO THE CITY OF PHOENIX - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a solicitation.

Arizona Sales Tax No.	21033128
Use Tax No. for Out-of-State Suppliers	N/A
City of Phoenix Sales Tax No.	N/A
Arizona Corporation Commission File No.	N/A

Taxpayer's Federal Identification No.: If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION 2 – INSTRUCTIONS - CITY'S REGISTRATION)	3075575

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Tom VanNess
Authorized Signature

6/27/2023
Date

Tom VanNess - Western Arizona Sales Manager
Print Name and Title
(President, Manager, Member)

Chalmers Ford Inc. dba MHQ of Arizona
Offeror Legal Name and Company Type
(LLC, Inc., Sole Proprietor)

Street Address:	550 N. 54th St.
City, State, Zip Code:	Chandler, AZ 85226
Telephone Number:	480-498-5105
Email Address:	tvanness@mhqwest.com

CONFLICT OF INTEREST AND TRANSPARENCY FORM

(please complete, sign, and return with the submittal)

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
Tom	J	VanNess	N/A

2. Contract Information

Solicitation # or Name: 24-FSD-013

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

Chalmer's Ford dba MHQ of Arizona

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

Gary Housley - President

Kirk Meyer - CFO

5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

[x] Subcontractors may be retained, but not known as of the time of this submission.
[ ] List of subcontracts, including the name of the owner(s) and business name:

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.

N/A

7. **Disclosure of Conflict of Interest:**

A. City Code Section 43-34

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a "conflict of interest" issue under City Code Section 43-34?
"An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award."

[x] I am not aware of any conflict(s) of interest under City Code Section 43-34.
[ ] I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer's or employee's city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

[x] I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
[ ] I am aware of the following conflict(s) of interest:

8. Acknowledgements

A. **Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation**

[x] I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

[x] This "no-contact" provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification.**

B. **Fraud Prevention and Reporting Policy**

[x] I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

Tom VanNess	Western Arizona Sales Manager
PRINT NAME	TITLE
Tom VanNess	6/27/2023
SIGNATURE	DATE
Chalmer's Ford Inc. dba MHQ of Arizona	
COMPANY (CORPORATION, LLC, ETC.) NAME and DBA	

COSTS AND PAYMENTS

(please complete and return with the submittal)

PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City **will default to 0% - net 45 days:**

[x] Contractor offers a prompt payment discount of either 0 % - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

[ ] Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

WARRANTY

(please complete and return with the submittal)

Specify the Contractor or dealership / manufacturer where warranty work will be done:

Contractor	MHQ West
Address	550 N. 54th St.
City, State, Zip Code	Chandler, AZ 85226

PLACE OF BUSINESS

(please complete and return with the submittal)

Bidder's place of business may be an award factor in order to minimize the City's transportation and handling costs. List all service locations available below:

550 N. 54th St. Chandler, AZ 85226

EMERGENCY 24-HOUR SERVICE CONTACT

(please complete and return with the submittal)

Contact Name: Tom VanNess

Telephone Number: 480-375-1275

Alternate Contact: Clif Fodge

Telephone Number: 602-980-6442

YEARS IN BUSINESS AND REFERENCES

(please complete and return with the submittal)

Contractor certifies that they have provided Vehicle Up-fitting Services listed in this solicitation for a period of 9 year(s).

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, the goods or services.

Name of Company:	Arizona Department of Public Safety Fleet
Name of Contact:	Justin Dormes
Email Address:	jdormes@azdps.gov
Phone Number:	602-223-2509

Name of Company:	Pinal County Fleet
Name of Contact:	Jeremy Stalter
Email Address:	jeremy.stalter@pinal.gov
Phone Number:	520-866-7927

Name of Company:	City of Sierra Vista Fleet
Name of Contact:	John Lodes
Email Address:	john.lodes@sierravista.gov
Phone Number:	520-515-8538

City of Phoenix

ADDENDUM 1

(please sign and return with the submittal)

CHANGES

Section 1, Instructions, Subsection 1.4, Timeline – Schedule of Events is amended. The Offer Due Date is extended to June 28, 2023 at 11:00 a.m.

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company:	Chalmer's Ford dba MHQ of Arizona
Address:	550 N. 54th St. Chandler, AZ 85226
Authorized Signature:	Tom VanNess
Print Name and Title:	Tom VanNess - Western Arizona Sales Manager

ADDENDUM 2

(please sign and return with the submittal)

QUESTIONS AND ANSWERS:

Note: Spelling, grammar, and punctuation of the questions are shown exactly as submitted by the potential respondents.

No.	Question	Answer
1.	Nova Electronics was listed as a brand, they were bought and sold years ago and is a division of Code 3 Inc and the brand does not really exist anymore. Should this be updated to Code 3 and priced accordingly??	Under Group II - Lighting, Nova Electronics was updated to Code 3. – See Revised Bid Price Schedule Group II, Bid Item 1 - Lighting
2.	How do you sign up for SUA	See Attachment 1 to this Addendum 2
3.	I am going through the bid spec for the patrol units and it is a mix of the previous lighting package and the new lighting package. Should we be quoting these as listed in the bid or as the new spec is for the current patrol package?	See details below regarding updates and revisions to Section 3.4.
4.	Are we able to bid for supplying the items only? We don't do installation or onsite services.	The intent of this contract is to obtain installation and supply from the respective bidders, with the option to purchase parts as needed.

REVISE:

Section 3.4 REQUIREMENTS FOR POLICE VEHCILE EQUIPMENT AND ACCESSORIES

REVISE DESCRIPTION

B. SIREN SPEARKER: One (1) Mfg.: SoundOff Signal, ETSS100J® speaker with universal bail bracket, 100-watt, mounted in the center of the push bar on top of the center bracket. If line 2.2.5, "Push Bar" is not ordered, the siren speaker shall be mounted behind the grille utilizing the manufacturers' OEM vehicle-specific mounting bracket. Terminate OEM siren wires with disconnect terminals, including service loop. Nylon lock nuts and/or lock washers on mounting hardware; ensure mounting bolts extend through the nylon ring on the lock nut.

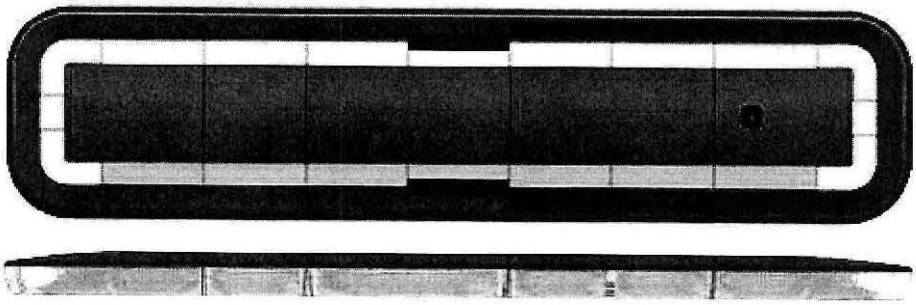
F. FORWARD FACING PUBH BAR LIGHTING: Two (2) SoundOff Signal nForce® LED light heads, six (6) LEDs minimum, one red/white and one blue/white with black bezels, mounted on the push bar horizontally on either side of the siren speaker. If line **E, "Push Bar"** is not ordered, both grille lights shall be mounted behind the grille utilizing the manufacturers' vehicle-specific mounting bracket. LED modules shall be installed to the correct orientation relative to the lens design.

G. PUSH BAR SIDE LIGHTING: Two (2) Mfg.: SoundOff Signal Mpoewer® 4" (EMPS2STS4D® and EMPS2STS4E®) with black bezels, one red/white, and one blue/white. Mounted vertically on each side of the push bar. LED modules shall be installed to the correct orientation relative to the lens design.

REVISE ITEM 11 ONLY, ITEMS 1-10 STILL APPLY AS IS

H. LIGHT BAR:

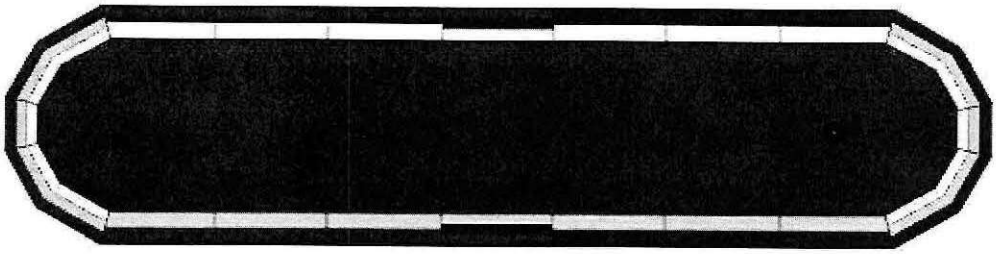
11. Patrol: Part number ENNLB00SBH-27P® with attached lighting configuration



REVISE ITEM 11 ONLY, ITEMS 1-10 STILL APPLY AS IS

I. AVIATION LIGHT BAR

11. Aviation: Part number EMPLB00PR5-1QD® with the attached lighting configuration



REVISE DESCRIPTION

K. TAHOE REAR QUARTER WINDOW LIGHTING: Two (2) Mfg.: SoundOff Signal EMPS2STS3R® and EMPS2STS3B®, with two (2) PMPWSSSB shrouds. One shall be flashing red/white and the other flashing blue/white. The lights shall be mounted away from the glass to avoid possible damage due to road vibration. Flash guard shall be provided to minimize any flash back inside the vehicle.

L. TAHOE EXTERIOR SIDE ASSIST STEP LIGHTING: Four (4) Mfg.: SoundOff Signal EMPS1SLS3E®, EMPS1SLS3D® LED red/blue lights, with two (2) CTRUNBMPMT. Surface mounted in black bezels.

REVISE TO ADD NEW ITEM 1, AND DELETED PREVIOUS ITEM 1 AND 2.

M. TAHOE INTERIOR TAILGATE LIGHTING

1.Rear hatch lighting and hardware

- Under top spoiler: One (1) PMP2RS104® bracket kit; Two (2) EMPS2STS5RBA® mPower lights
- License Plate lighting: One (1) PMP2BRK2LPV® bracket; Two (2) EMPS2STS5RBW® mPower lights

•Rear facing tailgate open lighting: Two (2) PMP1WGD15B® wedge bracket; One (1) EMPS1QMS1R® mPower light; One (1) EMPS1QMS1B® mPower light.

REVISE ITEM 5 ONLY, ITEMS 1-4 STILL APPLY AS IS

Q: TAHOE REAR BARRIER:

5. Rear barrier shall include Troy Product part #PS-TH21-OS-RL-FX, which includes a fire extinguisher insert/bracket on the driver side of the partition.

REVISE DESCRIPTON ONLY, ITEM 1 – 8 STILL APPLY AS IS

T. GUN RACK: One (1) Mfg.: Weiser Solutions, Dual Weapon, Partition Mounted, Vertical, Model WEI-003 with Blac-Rac 821-00100 AR weapon system mount with 27001 90-degree bracket that shall include the following specifications:

REVISE DESCRIPTION, ITEM 3, 4, 5, AND ADD ITEM 9, ITEM 1-2, AND 6-8 STILL APPLY AS IS

U. TAHOE CONSOL SYSTEM: One (1) Mfg.: Troy Products # CC-21TH-1008OS-PRTR wide-body printer console with 10" slope and 8" level open storage system shall include the following specifications:

3. One (1) AC-INBHG-PHX Internal Dual Beverage Holder.

4. Two (2) Magnetic Microphone Clips, not permanently mounted to console.

5. One (1) Side Mount with Slide Arm for Docking Station; Troy Product CM-SDMT-SI-LED.

9. One (1) 110V outlet; Right side

REMOVE:

Remove item **Y. ANTI-THEFT SYSTEM** in its entirety, also removed from Bid Price Schedule – See Revised Bid Price Schedule

Remove Item **AA. PRINTER BOX** in its entirety, also removed from Bid Price Schedule – See Revised Bid Price Schedule

REVISE DESCRIPTION AND ITEM 1, ITEMS 2-7 STILL APPLY AS IS

DD. FUSE PANEL WITH BATTER PROTECTION: One (1) fully integrated fuse panel with one (1) Mfg: 911 Circuits, CH27.0.BPA.PHX.500

1. One (1) Mfg: 911 Circuits, CH27.0.BPA.PHX.500 with the delay set at two (2) hours. Panel is to be in rear cargo mount tray.

ADD:

KK. TAHOE CARGO MOUNT SYSTEM: One (1) AC-21TH-CPMNT-T cargo mount, 5 piece mounted in rear cargo area.

REVISE:

Section 3.5 VEHICLE BUILD REQUIREMENTS – GROUP I BID ITEMS 1-7 all to be revised to read as they are listed per the Revised Bid Price Schedule – Group I Bid Items 1-7.

DELETE AND REPLACE

Delete and Replace Bid Price Schedule with Revised Bid Price Schedule - – This is separately attached at: https://solicitations.phoenix.gov/

Changes to Bid Price Schedule include:

GROUP I:

Group I All Bid Items are alphabetical according to Section 3.4.

Remove Bid Item – Anti Theft System, from all builds in Group I

Remove Bid Item - Printer Box, from all builds in Group I.

Item KK. CARGO MOUNT SYSTEM is added to the following Bid Items in Group I:

- Bid item 1: Tahoe-Patrol Build
- Bid Item 2: Tahoe-Sgt. Build
- Bid item 3: Tahoe-Lt. Build
- Bid Item 5: Tahoe-K9 Build With Platform
- Bid Item 6: Tahoe-K9 Build Without Platform
- Bid Item 7: Tahoe-Aviation Build

GROUP II:

Group II Item 1 Lighting Bid Tab: Changed "Nova Electronics" to "Code 3" under manufacturer categories

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company:	Chalmer's Ford dba MHQ of Arizona
Address:	550 N. 54th St. Chandler, AZ 85226
Authorized Signature:	Tom VanNess
Print Name and Title:	Tom VanNess - Western Arizona Sales Manager

ATTACHMENT 1

REMIT TO:
City of Phoenix
Controller's Office
251 W. Washington St. 5th FL
Phoenix, Arizona 85003

* Required Field

City of Phoenix

SUA Authorization Form
Accounts Payable Vendor

❑ New ❑ Change ❑ Cancellation Reason: _____ ❑ *W-9 Attached

PAYEE IDENTIFICATION:
The City of Phoenix will use your Federal Tax ID (TIN) or Social Security Number (SSN) to file required information returns with the Internal Revenue Service. The payee's TIN or SSN provided must match the W-9 you provide to the City of Phoenix.

*TIN _____ - _____ **OR** *SSN _____ - _____ - _____

Vendor Name _____ Phone _____

*Vendor Address _____

AUTHORIZATION FOR NEW SETUP, CHANGE(S) OR CANCELLATION:

I authorize the City of Phoenix (City), Finance Accounts Payable (AP) to process payments owed to me by the City of Phoenix, Arizona via Single Use Account (SUA) card payments. The City shall email the SUA payments to the email address designated below. **I recognize that if I fail to provide complete and accurate information on this authorization form, processing of the form may be delayed and electronic payments may be erroneously made.**

I authorize the City to stop making electronic transfers without advance notice.

I certify that I am authorized to contract for the entity receiving payments pursuant to this agreement, that all information provided is accurate. (***Two authorized approver signatures are required)***

*Authorized Approver Name (Print)	*Authorized Approver Signature	Title	Date
_____	_____	_____	_____
*Authorized Approver Name (Print)	*Authorized Approver Signature	Title	Date
_____	_____	_____	_____

To receive an electronic payment advice, please provide a max of 2 email accounts:
*Vendor Email Address _____

*Vendor Email Address _____

Verified by and date	Entered by and date	Input verified by	Approved by

City of Phoenix

ADDENDUM 3

(please sign and return with the submittal)

DELETE AND REPLACE

Delete and Replace Revised Bid Price Schedule with Revised II Bid Price Schedule - – This is separately attached at: https://solicitations.phoenix.gov/

Changes to Revised II Bid Price Schedule include:

GROUP I:

Calculation for Column I, Net Price has been corrected.

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company:	Chalmer's Ford dba MHQ of Arizona
Address:	550 N. 54th St. Chandler, AZ 85226
Authorized Signature:	Tom VanNess
Print Name and Title:	Tom VanNess - Western Arizona Sales Manager

REVISED II BID PRICE SCHEDULE
IFB 24-FSD-013
FLEET VEHICLE ACCESSORIES AND INSTALLATION, INCLUDING POLICE VEHICLE UP-FITTING
REQUIREMENTS CONTRACT

CITY OF PHOENIX
Procurement Division

200 W Washington
7th Floor
Phoenix, AZ 85003
Phone: (602) 495-3606

GROUP I - POLICE UP-FITTING

Bidder Name: Chalmers Ford Inc, dba MHQ of Arizona

Note: Bidder sha l not modify this form in any way other than providing the information and prices as requested. Offeror shall determine which product codes to bid and shall fill in the City bid price in the appropriate cell. Prices shall be all inclusive (with the exception of applicable taxes) and will include any fuel surcharges, delivery charges, dealer prep, environmental fees, waste fees, shop supplies, freight and/or shipping/ handling and other miscellaneous charges as applicable. For evaluation purposes, each build type (Bid Items One through Seven) lists the most common items needed for each vehicle build, as outlined in the specifications. (The City reserves the right to modify these items on an as needed basis. In these cases, the City will use the individual line item prices provided below to calculate the pricing for these modifications when necessary.)

Bid Item 1 - Tahoe - Patrol Build

	Vehicle Build Requirements	Product Name	Model Number	Catalog Number	List Price ($)	Discount %	Net Price	Labor Hours	Labor Rate/Hr	Labor Cost	Total Price (parts Net Price and Labor Cost)
A.	Lights and Siren Controller (Front)	CenCom Core	C399	Whelen.com	$ 1,970.00	35%	$836.80	7	95	$ 665.00	$1,501.80
B.	Siren Speaker	Siren Speaker	SA315P	Whelen.com	$ 391.00	35%	$194.29	1	95	$ 95.00	$289.29
C.	Lights and Siren Controller (Rear)	Hand-Held Controller	CCTL5	Whelen.com	$ 449.00	35%	$291.85	2	95	$ 190.00	$481.85
D.	4-Corner Lighting System	Head light & Tail light flasher	ETHFSS-SP-ISO & ETFBSSN-P	Soundoffsignal.com	$ 212.00	35%	$137.80	4	95	$ 380.00	$517.80
E.	Push Bar	PB400 w/ cross pad	BK0608TAH20	Setina.com	$ 579.00	20%	$463.20	2	95	$ 190.00	$653.20
F.	Push Bar Forward Lighting	ION DUO	I2E & I2D	Whelen.com	$ 390.00	35%	$253.50	2	95	$ 190.00	$443.50
G.	Push Bar Side Lighting	T-ION DUO	TLI2E & TLI2D	Whelen.com	$ 378.00	35%	$245.70	2	95	$ 190.00	$435.70
H.	Light Bar	Liberty II DUO WCX	BB2PPD	Whelen.com	$ 7,655.00	35%	$2,510.41	2	95	$ 190.00	$2,700.41
K	Tahoe Rear Quarter Window Lighting	ION DUO	I2J	Whelen.com	$ 390.00	35%	$253.50	2	95	$ 190.00	$443.50
L.	Tahoe Exterior Side Assist Step Lighting	T-ION DUO	TLI2E & TLI2D	Whelen.com	$ 378.00	35%	$245.70	3	95	$ 285.00	$530.70
M.	Tahoe Interior Tailgate Lighting	ION TRIO & ION DUO	I3JA, I3JC,IONBKT, TLI2J, TIONWEDG	Whelen.com	$ 1,388.00	35%	$896.68	7	95	$ 665.00	$1,561.68
N.	Dome Light	Dome Light Red/White	ECVDMLTAL00	Scundoffsignal.com	$ 137.00	35%	$89.05	1	95	$ 95.00	$184.05
O.	Full Partition	Front Partition	TP-E-SL6-FS-SS, KP21TH-SS	troyproducts.com	$ 1,314.00	15%	$1,116.90	2	95	$ 190.00	$1,306.90
P.	Prisoner Transport Seat	Prisoner Seat	(Included w/ part# PS-21TH-OS-RL-FX)	troyproducts.com	$ -	15%	$0.00	1	95	$ 95.00	$95.00
Q.	Tahoe Rear Barrier	Rear Partition w/ Prisoner seat	PS-21TH-OS-RL-FX	troyproducts.com	$ 2,464.00	15%	$2,094.40	2	95	$ 190.00	$2,284.40
R.	Door Panels	Door Panels	DC-21TH-SET	troyproducts.com	$ 330.00	15%	$280.50	1	95	$ 95.00	$375.50
S.	Window Bars	Window Bars	WG-21TH-225-SET	troyproducts.com	$ 410.00	15%	$348.50	1	95	$ 95.00	$443.50
T.	Gun Rack	Dual Gun Rack	WEI-003, 8211-00100,27001	thinkweiser.com/blacrac.com	$ 1,121.77	0%	$1,121.77	2	95	$ 190.00	$1,311.77
U.	Tahoe Console System	Tahoe Printer Console	CC-21TH-1008OS-PRTR	troyproducts.com	$ 950.00	15%	$807.50	2	95	$ 190.00	$997.50
V.	Patrol Filler Plates	Cupholder, Mag Mics	AC-INBHG-PHX, 425-1912	troyproducts.com/Jottpublicsafety.com	$ 97.42	15%	$82.81	1	95	$ 95.00	$177.81
Z	MDC Docking Station	Computer Mount	CM-SDMT-SL-LED	troyproducts.com	$ 589.00	15%	$500.65	1	95	$ 95.00	$595.65
BB.	Multi-Band Antenna	Sharkee Multi Band Antenna	GPSB (W/ Radio, GPS, Cellular cables)	panorama-antennas.com	$ 292.44	5%	$277.82	1.5	95	$ 142.50	$420.32
CC.	Low Loss Antenna Mount	NMO mount w/ Coax	LARNMOKHFUDFME-25	taleycom.com	$ 41.15	0%	$33.01	1	95	$ 95.00	$128.01
DD.	Fuse Panel with Battery Protection	27 Circuit Assist Harness	Ch27.0.BPA.PHX.500.Rear	911circuits.com	$ 1,965.89	35%	$1,277.83	3	95	$ 285.00	$1,562.83
EE.	Magnetic Microphone Clip	Magnetic Mic	MMBP-25	magneticmic.com	$ 39.95	0%	$39.95	0.5	95	$ 47.50	$87.45
KK.	Tahoe Cargo Mount System	Cargo Tilt up	AC-21TH-CPMNT-T	troyproducts.com	$ 963.00	15%	$818.55	3	95	$ 285.00	$1,103.55
								Total for Bid Item 1			$ 20,633.67

Bid Item 2 - Tahoe - Sgt. Build

	Vehicle Build Requirements	Product Name	Model Number	Catalog Number	List Price ($)	Discount %	Net Price	Labor Hours	Labor Rate/Hr	Labor Cost	Total Price (parts Net Price and Labor Cost)
A.	Lights and Siren Controller (Front)	CenCom Core	C399	Whelen.com	$ 1,970.00	35%	$ 836.80	7	95	$ 665.00	$ 1,501.80
B.	Siren Speaker	Siren Speaker	SA315P	Whelen.com	$ 391.00	35%	$194.29	1	95	$ 95.00	$ 289.29
C.	Lights and Siren Controller (Rear)	Hand-Held Controller	CCTL5	Whelen.com	$ 449.00	35%	$ 291.85	2	95	$ 190.00	$ 481.85
D.	4-Corner Lighting System	Head light & Tail light flasher	ETHFSS-SP-ISO & ETFBSSN-P	Soundoffsignal.com	$ 212.00	35%	$ 137.80	4	95	$ 380.00	$ 517.80
E.	Push Bar	PB400 w/ cross pad	BK0608TAH20	Setina.com	$ 579.00	20%	$ 463.20	2	95	$ 190.00	$ 653.20
F.	Push Bar Forward Lighting	ION DUO	I2E & I2D	Whelen.com	$ 390.00	35%	$ 253.50	2	95	$ 190.00	$ 443.50
G.	Push Bar Side Lighting	T-ION DUO	TLI2E & TLI2D	Whelen.com	$ 378.00	35%	$ 245.70	2	95	$ 190.00	$ 435.70
H.	Light Bar	Liberty II DUO WCX	BB2PPD	Whelen.com	$ 7,655.00	35%	$2,510.41	2	95	$ 190.00	$ 2,700.41
K	Tahoe Rear Quarter Window Lighting	ION DUO	I2J	Whelen.com	$ 390.00	35%	$ 253.50	2	95	$ 190.00	$ 443.50
L.	Tahoe Exterior Side Assist Step Lighting	T-ION DUO	TLI2E & TLI2D	Whelen.com	$ 378.00	35%	$ 245.70	3	95	$ 285.00	$ 530.70
M.	Tahoe Interior Tailgate Lighting	ION TRIO & ION DUO	I3JA, I3JC,IONBKT, TLI2J, TIONWEDG	Whelen.com	$ 1,388.00	35%	$896.68	7	95	$ 665.00	$ 1,561.68
N.	Dome Light	Dome Light Red/White	ECVDMLTAL00	Soundoffsignal.com	$ 137.00	35%	$ 89.05	1	95	$ 95.00	$ 184.05
C.	Full Partition	Front Partition	TP-E-SL6-FS-SS, KP21TH-SS	troyproducts.com	$ 1,314.00	15%	$ 1,116.90	2	95	$ 190.00	$ 1,306.90
P.	Prisoner Transport Seat	Prisoner Seat	(Included w/ part# PS-21TH-OS-RL-FX)	troyproducts.com		15%		1	95	$ 95.00	$ 95.00
Q.	Tahoe Rear Barrier	Rear Partition w/ Prisoner seat	PS-21TH-OS-RL-FX	troyproducts.com	$ 2,464.00	15%	$ 2,094.40	2	95	$ 190.00	$ 2,284.40
R.	Door Panels	Door Panels	DC-21TH-SET	troyproducts.com	$ 330.00	15%	$ 280.50	1	95	$ 95.00	$ 375.50
S.	Window Bars	Window Bars	WG-21TH-225-SET	troyproducts.com	$ 410.00	15%	$ 348.50	1	95	$ 95.00	$ 443.50
T.	Gun Rack	Dual Gun Rack	WEI-003, 8211-00100,27001	thinkweiser.com/blacrac.com	$ 1,121.77	0%	$ 1,121.77	2	95	$ 190.00	$ 1,311.77
U.	Tahoe Console System	Tahoe Printer Console	CC-21TH-1008OS-PRTR	troyproducts.com	$ 950.00	15%	$ 807.50	2	95	$ 190.00	$ 997.50
W.	Sgt & Lt Filler Plates	Cupholder, Mag Mics	AC-INBHG-PHX, 425-1912	troyproducts.com/Jottpublicsafety.com	$ 97.42	15%	$ 82.81	1	95	$ 95.00	$ 177.81
Z	MDC Docking Station	Computer Mount	CM-SDMT-SL-LED	troyproducts.com	$ 589.00	15%	$ 500.65	1	95	$ 95.00	$ 595.65
BB.	Multi-Band Antenna	Sharkee Multi Band Antenna	GPSB (W/ Radio, GPS, Cellular cables)	panorama-antennas.com	$ 292.44	5%	$ 277.82	1.5	95	$ 142.50	$ 420.32

CC.	Low Loss Antenna Mount	NMO mount w/ Coax	LARNMOKHFUDFME-25	talleycom.com	$ 41.15	0%	$33.01	1	95	$ 95.00	$ 128.01
DD.	Fuse Panel with Battery Protection	27 Circuit Assist Harness	Ch27.0.BPA.PHX.500.Rear	911cicuits.com	$ 1,965.89	35%	$1,277.83	3	95	$ 285.00	$ 1,562.83
EE.	Magnetic Microphone Clip	Magnetic Mic	MMBP-25	magneticmic.com	$ 39.95	0%	$ 39.95	0.5	95	$ 47.50	$ 87.45
KK.	Tahoe Cargo Mount System	Cargo Tilt up	AC-21TH-CPMNT-T	troyproducts.com	$ 963.00	15%	$ 818.55	3	95	$ 285.00	$ 1,103.55
								Total for Bid Item 2			$ 20,633.67

Bid Item 3 - Tahoe - Lt. Build

	Vehicle Build Requirements	Product Name	Model Number	Catalog Number	List Price ($)	Discount %	Net Price	Labor Hours	Labor Rate/Hr	Labor Cost	Total Price (parts Net Price and Labor Cost)
A.	Lights and Siren Controller (Front)	CenCom Core	C399	Whelen.com	$ 1,970.00	35%	$ 836.80	7	95	$ 665.00	$ 1,501.80
B.	Siren Speaker	Siren Speaker	SA315P	Whelen.com	$ 391.00	35%	$194.29	1	95	$ 95.00	$ 289.29
C.	Lights and Siren Controller (Rear)	Hand-Held Controller	CCTL5	Whelen.com	$ 449.00	35%	$291.85	2	95	$ 190.00	$ 481.85
D.	4-Corner Lighting System	Head light & Tail light flasher	ETHFSS-SP-ISO & ETFBSSN-P	Soundoffsignal.com	$ 212.00	35%	$137.80	4	95	$ 380.00	$ 517.80
E.	Push Bar	PB400 w/ cross pad	BK0608TAH20	Setina.com	$ 579.00	20%	$463.20	2	95	$ 190.00	$ 653.20
F.	Push Bar Forward Lighting	ION DUO	I2E & I2D	Whelen.com	$ 390.00	35%	$253.50	2	95	$ 190.00	$ 443.50
G.	Push Bar Side Lighting	T-ION DUO	TLI2E & TLI2D	Whelen.com	$ 378.00	35%	$245.70	2	95	$ 190.00	$ 435.70
H.	Light Bar	Liberty II DUO WCX	BB2PPD	Whelen.com	$ 7,655.00	35%	$2,510.41	2	95	$ 190.00	$ 2,700.41
K	Tahoe Rear Quarter Window Lighting	ION DUO	I2J	Whelen.com	$ 390.00	35%	$253.50	2	95	$ 190.00	$ 443.50
L.	Tahoe Exterior Side Assist Step Lighting	T-ION DUO	TLI2E & TLI2D	Whelen.com	$ 378.00	35%	$245.70	3	95	$ 285.00	$ 530.70
M.	Tahoe Interior Tailgate Lighting	ION TRIO & ION DUO	I3JA, I3JC,IONBKT, TLI2J, TIONWEDG	Whelen.com	$ 1,388.00	35%	$896.68	7	95	$ 665.00	$ 1,561.68
N.	Dome Light	Dome Light Red/White	ECVDMLTAL00	Soundoffsignal.com	$ 137.00	35%	$89.05	1	95	$ 95.00	$ 184.05
U.	Tahoe Console System	Tahoe Printer Console	CC-21TH-1008OS-PRTR	troyproducts.com	$ 950.00	15%	$807.50	2	95	$ 190.00	$ 997.50
W.	Sgt & Lt Filler Plates	Cupholder, Mag Mics	AC-INBHG-PHX, 425-1912	troyproducts.com/Jottpublicsafety.com	$ 97.42	15%	$82.81	1	95	$ 95.00	$ 177.81
Z	MDC Docking Station	Computer Mount	CM-SDMT-SL-LED	troyproducts.com	$ 589.00	15%	$500.65	1	95	$ 95.00	$ 595.65
BB.	Multi-Band Antenna	Sharkee Multi Band Antenna	GPSB (W/ Radio, GPS, Cellular cables)	panorama-antennas.com	$ 292.44	5%	$277.82	1.5	95	$ 142.50	$ 420.32
CC.	Low Loss Antenna Mount	NMO mount w/ Coax	LARNMOKHFUDFME-25	taleycom.com	$ 41.15	0%	$33.01	1	95	$ 95.00	$ 128.01
DD.	Fuse Panel with Battery Protection	27 Circuit Assist Harness	Ch27.0.BPA.PHX.500.Rear	911cicuits.com	$ 1,965.89	35%	$1,277.83	3	95	$ 285.00	$ 1,562.83
EE.	Magnetic Microphone Clip	Magnetic Mic	MMBP-25	magneticmic.com	$ 39.95	0%	$39.95	0.5	95	$ 47.50	$ 87.45
KK.	Tahoe Cargo Mount System	Cargo Tilt up	AC-21TH-CPMNT-T	troyproducts.com	$ 963.00	15%	$818.55	3	95	$ 285.00	$ 1,103.55
								Total for Bid Item 3			$ 14,816.60

Bid Item 4 - Tahoe - OCB Gang Build

	Vehicle Build Requirements	Product Name	Model Number	Catalog Number	List Price ($)	Discount %	Net Price	Labor Hours	Labor Rate/Hr	Labor Cost	Total Price (parts Net Price and Labor Cost)
A.	Lights and Siren Controller (Front)	CenCom Core	C399	Whelen.com	$ 1,970.00	35%	$ 836.80	7	95	$ 665.00	$ 1,501.80
B.	Siren Speaker	Siren Speaker	SA315P	Whelen.com	$ 391.00	35%	$194.29	1	95	$ 95.00	$ 289.29
C.	Lights and Siren Controller (Rear)	Hand-Held Controller	CCTL5	Whelen.com	$ 449.00	35%	$291.85	2	95	$ 190.00	$ 481.85
D.	4-Corner Lighting System	Head light & Tail light flasher	ETHFSS-SP-ISO & ETFBSSN-P	Soundoffsignal.com	$ 212.00	35%	$137.80	4	95	$ 380.00	$ 517.80
F.	Push Bar Forward Lighting (in grille)	ION DUO	I2E & I2D	Whelen.com	$ 390.00	35%	$253.50	2	95	$ 190.00	$ 443.50
J.	Windshield Lighting	XLP DUO WCX	BW54UFX	Whelen.com	$ 2,144.00	35%	$1,068.60	2	95	$ 190.00	$ 1,258.60
K	Tahoe Rear Quarter Window Lighting	ION DUO	I2J	Whelen.com	$ 390.00	35%	$253.50	2	95	$ 190.00	$ 443.50
M.	Tahoe Interior Tailgate Lighting	ION TRIO & ION DUO	I3JA, I3JC,IONBKT, TLI2J, TIONWEDG	Whelen.com	$ 1,388.00	35%	$896.68	7	95	$ 665.00	$ 1,561.68
N.	Dome Light	Dome Light Red/White	ECVDMLTAL00	Soundoffsignal.com	$ 137.00	35%	$89.05	1	95	$ 95.00	$ 184.05
U.	Tahoe Console System	Tahoe Printer Console	CC-21TH-1008OS-PRTR	troyproducts.com	$ 950.00	15%	$807.50	2	95	$ 190.00	$ 997.50
V.	Patrol Filler Plates	Cupholder, Mag Mics	AC-INBHG-PHX, 425-1912	troyproducts.com/Jottpublicsafety.com	$ 97.42	15%	$82.81	1	95	$ 95.00	$ 177.81
Z	MDC Docking Station	Computer Mount	CM-SDMT-SL-LED	troyproducts.com	$ 589.00	15%	$500.65	1	95	$ 95.00	$ 595.65
BB.	Multi-Band Antenna	Sharkee Multi Band Antenna	GPSB (W/ Radio, GPS, Cellular cables)	panorama-antennas.com	$ 292.44	5%	$277.82	1.5	95	$ 142.50	$ 420.32
CC.	Low Loss Antenna Mount	NMO mount w/ Coax	LARNMOKHFUDFME-25	taleycom.com	$ 41.15	0%	$33.01	1	95	$ 95.00	$ 128.01
DD.	Fuse Panel with Battery Protection	27 Circuit Assist Harness	Ch27.0.BPA.PHX.500.Rear	911cicuits.com	$ 1,965.89	35%	$1,277.83	3	95	$ 285.00	$ 1,562.83
EE.	Magnetic Microphone Clip	Magnetic Mic	MMBP-25	magneticmic.com	$ 39.95	0%	$39.95	0.5	95	$ 47.50	$ 87.45
								Total for Bid Item 4			$ 10,651.64

Bid Item 5 - Tahoe - K9 Build With Platform

	Vehicle Build Requirements	Product Name	Model Number	Catalog Number	List Price ($)	Discount %	Net Price	Labor Hours	Labor Rate/Hr	Labor Cost	Total Price (parts Net Price and Labor Cost)
A.	Lights and Siren Controller (Front)	CenCom Core	C399	Whelen.com	$ 1,970.00	35%	$ 836.80	7	95	$ 665.00	$ 1,501.80
B.	Siren Speaker	Siren Speaker	SA315P	Whelen.com	$ 391.00	35%	$194.29	1	95	$ 95.00	$ 289.29
D.	4-Corner Lighting System	Head light & Tail light flasher	ETHFSS-SP-ISO & ETFBSSN-P	Soundoffsignal.com	$ 212.00	35%	$137.80	4	95	$ 380.00	$ 517.80
E.	Push Bar	PB400 w/ cross pad	BK0608TAH20	Setina.com	$ 579.00	20%	$463.20	2	95	$ 190.00	$ 653.20
F.	Push Bar Forward Lighting	ION DUO	I2E & I2D	Whelen.com	$ 390.00	35%	$253.50	2	95	$ 190.00	$ 443.50
G.	Push Bar Side Lighting	T-ION DUO	TLI2E & TLI2D	Whelen.com	$ 378.00	35%	$245.70	2	95	$ 190.00	$ 435.70
H.	Light Bar	Liberty II DUO WCX	BB2PPD	Whelen.com	$ 7,655.00	35%	$2,510.41	2	95	$ 190.00	$ 2,700.41
K	Tahoe Rear Quarter Window Lighting	ION DUO	I2J	Whelen.com	$ 390.00	35%	$253.50	2	95	$ 190.00	$ 443.50
L.	Tahoe Exterior Side Assist Step Lighting	T-ION DUO	TLI2E & TLI2D	Whelen.com	$ 378.00	35%	$245.70	3	95	$ 285.00	$ 530.70
M.	Tahoe Interior Tailgate Lighting	ION TRIO & ION DUO	I3JA, I3JC,IONBKT, TLI2J, TIONWEDG	Whelen.com	$ 1,388.00	35%	$896.68	7	95	$ 665.00	$ 1,561.68
N.	Dome Light	Dome Light Red/White	ECVDMLTAL00	Soundoffsignal.com	$ 137.00	35%	$89.05	1	95	$ 95.00	$ 184.05
T.	Gun Rack	Dual Gun Rack	WEI-003, 8211-00100,27001	thinkweiser.com/blacrac.com	$ 1,121.77	0%	$1,121.77	2	95	$ 190.00	$ 1,311.77
U.	Tahoe Console System	Tahoe Printer Console	CC-21TH-1008OS-PRTR	troyproducts.com	$ 950.00	15%	$807.50	2	95	$ 190.00	$ 997.50
W.	Sgt. & Lt. Filler Plates	Cupholder, Mag Mics	AC-INBHG-PHX, 425-1912	troyproducts.com/Jottpublicsafety.com	$ 97.42	15%	$82.81	1	95	$ 95.00	$ 177.81
Z	MDC Docking Station	Computer Mount	CM-SDMT-SL-LED	troyproducts.com	$ 589.00	15%	$500.65	1	95	$ 95.00	$ 595.65
BB.	Multi-Band Antenna	Sharkee Multi Band Antenna	GPSB (W/ Radio, GPS, Cellular cables)	panorama-antennas.com	$ 292.44	5%	$277.82	1.5	95	$ 142.50	$ 420.32
CC.	Low Loss Antenna Mount	NMO mount w/ Coax	LARNMOKHFUDFME-25	taleycom.com	$ 41.15	0%	$33.01	1	95	$ 95.00	$ 128.01
DD.	Fuse Panel with Battery Protection	27 Circuit Assist Harness	Ch27.0.BPA.PHX.500.Rear	911cicuits.com	$ 1,965.89	35%	$1,277.83	3	95	$ 285.00	$ 1,562.83
EE.	Magnetic Microphone Clip	Magnetic Mic	MMBP-25	magneticmic.com	$ 39.95	0%	$39.95	0.5	95	$ 47.50	$ 87.45
FF	K-9 Transport System (W/ Platform)	K9 Transport w/ Hot N Ppp	K9-C26-B, HP-5020-B, H-RBM-27	Havis.com/acek9.com	$ 7,996.95	15%/0%	$7,120.35	12	95	$ 1,140.00	$ 8,260.35
KK.	Tahoe Cargo Mount System	Cargo Tilt up	AC-21TH-CPMNT-T	troyproducts.com	$ 963.00	15%	$818.55	3	95	$ 285.00	$ 1,103.55

Total for Bid Item 5		$ 23,906.87

Bid Item 6 - Tahoe - K9 Build Without Platform

	Vehicle Build Requirements	Product Name	Model Number	Catalog Number	List Price ($)	Discount %	Net Price	Labor Hours	Labor Rate/Hr	Labor Cost	Total Price (parts Net Price and Labor Cost)
A.	Lights and Siren Controller (Front)	CenCom Core	C399	Whelen.com	$ 1,970.00	35%	$ 836.80	7	95	$ 665.00	$ 1,501.80
B.	Siren Speaker	Siren Speaker	SA315P	Whelen.com	$ 391.00	35%	$194.29	1	95	$ 95.00	$ 289.29
D.	4-Corner Lighting System	Head light & Tail light flasher	ETHFSS-SP-ISO & ETFBSSN-P	Soundoffsignal.com	$ 212.00	35%	$137.80	4	95	$ 380.00	$ 517.80
E.	Push Bar	PB400 w/ cross pad	BK0608TAH20	Setina.com	$ 579.00	20%	$463.20	2	95	$ 190.00	$ 653.20
F.	Push Bar Forward Lighting	ION DUO	I2E & I2D	Whelen.com	$ 390.00	35%	$253.50	2	95	$ 190.00	$ 443.50
G.	Push Bar Side Lighting	T-ION DUO	TLI2E & TLI2D	Whelen.com	$ 378.00	35%	$245.70	2	95	$ 190.00	$ 435.70
H.	Light Bar	Liberty II DUO WCX	BB2PPD	Whelen.com	$ 7,655.00	35%	$2,510.41	2	95	$ 190.00	$ 2,700.41
K	Tahoe Rear Quarter Window Lighting	ION DUO	I2J	Whelen.com	$ 390.00	35%	$253.50	2	95	$ 190.00	$ 443.50
L.	Tahoe Exterior Side Assist Step Lighting	T-ION DUO	TLI2E & TLI2D	Whelen.com	$ 378.00	35%	$245.70	3	95	$ 285.00	$ 530.70
M.	Tahoe Interior Tailgate Lighting	ION TRIO & ION DUO	I3JA, I3JC,IONBKT, TLI2J, TIONWEDG	Whelen.com	$ 1,388.00	35%	$896.68	7	95	$ 665.00	$ 1,561.68
N.	Dome Light	Dome Light Red/White	ECVDMLTAL00	Soundoffsignal.com	$ 137.00	35%	$89.05	1	95	$ 95.00	$ 184.05
T.	Gun Rack	Dual Gun Rack	WEI-003, 8211-00100,27001	thinkweiser.com/blacrac.com	$ 1,121.77	0%	$1,121.77	2	95	$ 190.00	$ 1,311.77
U.	Tahoe Console System	Tahoe Printer Console	CC-21TH-1008OS-PRTR	troyproducts.com	$ 950.00	15%	$807.50	2	95	$ 190.00	$ 997.50
W.	Sgt. & Lt. Filler Plates	Cupholder, Mag Mics	AC-INBHG-PHX, 425-1912	troyproducts.com/Jottpublicsafety.com	$ 97.42	15%	$82.81	1	95	$ 95.00	$ 177.81
Z	MDC Docking Station	Computer Mount	CM-SDMT-SL-LED	troyproducts.com	$ 589.00	15%	$500.65	1	95	$ 95.00	$ 595.65
BB.	Multi-Band Antenna	Sharkee Multi Band Antenna	GPSB (W/ Radio, GPS, Cellular cables)	panorama-antennas.com	$ 292.44	5%	$277.82	1.5	95	$ 142.50	$ 420.32
CC.	Low Loss Antenna Mount	NMO mount w/ Coax	LARNMOKHFUDFME-25	talleycom.com	$ 41.15	0%	$33.01	1	95	$ 95.00	$ 128.01
DD.	Fuse Panel with Battery Protection	27 Circuit Assist Harness	Ch27.0.BPA.PHX.500.Rear	911cicuits.com	$ 1,965.89	35%	$1,277.83	3	95	$ 285.00	$ 1,562.83
EE.	Magnetic Microphone Clip	Magnetic Mic	MMBP-25	magneticmic.com	$ 39.95	0%	$39.95	0.5	95	$ 47.50	$ 87.45
GG.	K-9 Transport System (W/O platform)	K9 Transport w/ Hot N Ppp	K9-C26-B, HP-5020-B, H-RBM-27	Havis.com/acek9.com	$ 7,996.95	15%/0%	$7,120.35	12	95	$ 1,140.00	$ 8,260.35
KK.	Tahoe Cargo Mount System	Cargo Tilt up	AC-21TH-CPMNT-T	troyproducts.com	$ 963.00	15%	$818.55	3	95	$ 285.00	$ 1,103.55
								Total for Bid Item 6			$ 23,906.87

Bid Item 7 - Tahoe - Aviation Build

	Vehicle Build Requirements	Product Name	Model Number	Catalog Number	List Price ($)	Discount %	Net Price	Labor Hours	Labor Rate/Hr	Labor Cost	Total Price (parts Net Price and Labor Cost)
A.	Lights and Siren Controller (Front)	CenCom Core	C399	Whelen.com	$ 1,970.00	35%	$ 836.80	7	95	$ 665.00	$ 1,501.80
B.	Siren Speaker	Siren Speaker	SA315P	Whelen.com	$ 391.00	35%	$194.29	1	95	$ 95.00	$ 289.29
C.	Lights and Siren Controller (Rear)	Hand-Held Controller	CCTL5	Whelen.com	$ 449.00	35%	$291.85	2	95	$ 190.00	$ 481.85
C.	4-Corner Lighting System	Head light & Tail light flasher	ETHFSS-SP-ISO & ETFBSSN-P	Soundoffsignal.com	$ 212.00	35%	$137.80	4	95	$ 380.00	$ 517.80
E.	Push Bar	PB400 w/ cross pad	BK0608TAH20	Setina.com	$ 579.00	20%	$463.20	2	95	$ 190.00	$ 653.20
F.	Push Bar Forward Lighting	ION DUO	I2E & I2D	Whelen.com	$ 390.00	35%	$253.50	2	95	$ 190.00	$ 443.50
G.	Push Bar Side Lighting	T-ION DUO	TLI2E & TLI2D	Whelen.com	$ 378.00	35%	$245.70	2	95	$ 190.00	$ 435.70
I.	Aviation Light Bar	Liberty II DUO WCX	BB2PPD	Whelen.com	$ 7,655.00	35%	$2,510.41	2	95	$ 190.00	$ 2,700.41
K	Tahoe Rear Quarter Window Lighting	ION DUO	TLI2J	Whelen.com	$ 390.00	35%	$253.50	2	95	$ 190.00	$ 443.50
L.	Tahoe Exterior Side Assist Step Lighting	T-ION DUO	TLI2E & TLI2D	Whelen.com	$ 378.00	35%	$245.70	3	95	$ 285.00	$ 530.70
M.	Tahoe Interior Tailgate Lighting	ION TRIO & ION DUO	I3JA, I3JC,IONBKT, TLI2J, TIONWEDG	Whelen.com	$ 1,388.00	35%	$896.68	7	95	$ 665.00	$ 1,561.68
N.	Dome Light	Dome Light Red/White	ECVDMLTAL00	Soundoffsignal.com	$ 137.00	35%	$89.05	1	95	$ 95.00	$ 184.05
T.	Gun Rack	Dual Gun Rack	WEI-003, 8211-00100,27001	thinkweiser.com/blacrac.com	$ 1,121.77	0%	$1,121.77	2	95	$ 190.00	$ 1,311.77
U.	Tahoe Console System	Tahoe Printer Console	CC-21TH-1008OS-PRTR	troyproducts.com	$ 950.00	15%	$807.50	2	95	$ 190.00	$ 997.50
X.	Aviation Patrol Filler Plates	Cupholder, Mag Mics	AC-INBHG-PHX, 425-1912	troyproducts.com/Jottpublicsafety.com	$ 97.42	15%	$82.81	1	95	$ 95.00	$ 177.81
Z	MDC Docking Station	Computer Mount	CM-SDMT-SL-LED	troyproducts.com	$ 589.00	15%	$500.65	1	95	$ 95.00	$ 595.65
BB.	Multi-Band Antenna	Sharkee Multi Band Antenna	GPSB (W/ Radio, GPS, Cellular cables)	panorama-antennas.com	$ 292.44	5%	$277.82	1.5	95	$ 142.50	$ 420.32
CC.	Low Loss Antenna Mount	NMO mount w/ Coax	LARNMOKHFUDFME-25	talleycom.com	$ 41.15	0%	$33.01	1	95	$ 95.00	$ 128.01
DD.	Fuse Panel with Battery Protection	27 Circuit Assist Harness	Ch27.0.BPA.PHX.500.Rear	911cicuits.com	$ 1,965.89	35%	$1,277.83	3	95	$ 285.00	$ 1,562.83
KK.	Tahoe Cargo Mount System	Cargo Tilt up	AC-21TH-CPMNT-T	troyproducts.com	$ 963.00	15%	$818.55	3	95	$ 285.00	$ 1,103.55
								Total for Bid Item 7			$ 16,040.92

Grand Total for Bid Item 1 - 7* | $ 130,590.21

*Bids will be evaluated based on Grand Total of bid items 1-7

Bid Item 8 - Additional Labor

Bid Item	Description	UOM	Unit Price ($) (assume quantity of 1)
8	Labor Rate	HR	$95.00

Bid Item 9 - Additional Maufacturer Catalogs and Discounts

Bidder certifies that the provided prices, catalog(s), and/or published price list(s) submitted with this bid are established, published catalog(s) or price list(s) for commercial items sold in substantial quantities to the general public and/or non-government entities. The title(s) and date(s) of the catalog(s) and/or price list(s) submitted with this bid are as follows. (Attach additional manufacturers as needed).

Manufacturer	Published Price List No.	Date of Issue	Internet address for On-line Price List (if available)	Electronic Price List Attached (Yes/No)	Percent Off (%)
911 Circuits	2023	2023	www.911circuits.com	No	35%
Decked	2023	2023	www.decked.com	No	5%
Rigid	2023	2023	www.rigidindustries.com	No	30%
Kustom Signals	2023	2023	www.kustomsignals.com	No	5%
Stalker Radar	2023	2023	www.stalkerradar.com	No	5%
Pro-Gard	2023	2023	www.pro-gard.com	No	10%
Angel Armor	2023	2023	www.angelarmor.com	No	10%
OPS/EZSTAK	2023	2023	www.ezstak.com	No	10%
Panorama Antennas	2023	2023	www.panorama-antennas.com	No	10%
American Aluminum	2023	2023	www.ezrideronline.com	No	10%

REVISED II BID PRICE SCHEDULE
IFB 24-FSD-013
FLEET VEHICLE ACCESSORIES AND INSTALLATION, INCLUDING POLICE VEHICLE UP-FITTING
REQUIREMENTS CONTRACT

GROUP II - FLEET ACCESSORIES

Bid Item 1 - Lighting

CITY OF PHOENIX
Procurement Division
200 W Washington
7th Floor
Phoenix, AZ 85003
Phone: (602) 495-3606

Bidder Name: Chalmers Ford Inc, dba MHQ of Arizona

Note: Bidder shall not modify this form in any way other than providing the information and prices as requested. Offeror shall determine which product codes to bid and shall fill in the City bid price in the appropriate cell. Prices shall be all inclusive (with the exception of applicable taxes) and will include any fuel surcharges, delivery charges, dealer prep, environmental fees, waste fees, shop supplies, freight and/or shipping/ handling and other miscellaneous charges as applicable. For evaluation purposes, each build type (GROUP II - Bid Items One through Seven) lists the most common items needed for each vehicle build, as outlined in the specifications. (The City reserves the right to modify these items on an as needed basis. In these cases, the City will use the individual line item prices provided below to calculate the pricing for these modifications when necessary.)

Bid Item 1 - Lighting	MANUFACTURER								
BIDDER NAME:	ECCO GROUP	FEDERAL SIGNAL	CODE 3	SOUND OFF SIGNALS	WHELEN ENGR,	PRODUCTS/SHO-ME LIGHTING	ALTERNATE	ALTERNATE	ALTERNATE
PRODUCT NAME									
PUBLISHED PRICE LIST NUMBER	2023	2023	2023	2023	2023	2023	N/A	N/A	N/A
DATE OF ISSUE	2023	2023	2023	2023	2023	2023	N/A	N/A	N/A
DISCOUNT PERCENTAGE *	5%	35%	5%	35%	35%	5%	N/A	N/A	N/A
MANUFACTURER/CATALOG/DISTRIBUTOR NAME									
MANUFACTURER/CATALOG/DISTRIBUTOR WEBSITE	www.eccoesg.com	www.fedsig.com	www.code3esg.com	www.soundoffsignal.com	www.whelen.com	www.able2products.com	N/A	N/A	N/A
SHOP HOURLY LABOR RATE	$ 95.00	$ 95.00	$ 95.00	$ 95.00	$ 95.00	$ 95.00	N/A	N/A	N/A
SHOP HOURLY LABOR RATE AFTER NORMAL HOURS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SHOP HOURLY LABOR RATE EMERGENCY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ON-SITE HOURLY LABOR RATE	$ 115.00	$ 115.00	$ 115.00	$ 115.00	$ 115.00	$ 115.00	N/A	N/A	N/A
ON-SITE HOURLY LABOR RATE AFTER NORMAL HOURS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ON-SITE HOURLY LABOR RATE EMERGENCY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

* Bids will be evaluated based on the discount percentage

CITY OF PHOENIX
Procurement Division
200 W Washington
7th Floor
Phoenix, AZ 85003
Phone: (602) 495-3606

REVISED II BID PRICE SCHEDULE
IFB 24-FSD-013
FLEET VEHICLE ACCESSORIES AND INSTALLATION, INCLUDING POLICE VEHICLE UP-FITTING
REQUIREMENTS CONTRACT
GROUP II - FLEET ACCESSORIES
Bid Item 2 - Push Bumpers and Various Specialty Products

Bidder Name: Chalmers Ford Inc, dba MHQ of Arizona

Note: Bidder shall not modify this form in any way other than providing the information and prices as requested. Offeror shall determine which product codes to bid and shall fill in the City bid price in the appropriate cell. Prices shall be all inclusive (with the exception of applicable taxes) and will include any fuel surcharges, delivery charges, dealer prep, environmental fees, waste fees, shop supplies, freight and/or shipping/ handling and other miscel aneous charges as applicable. For evaluation purposes, each build type (GROUP II - Bid Items One through Seven) lists the most common items needed for each vehicle build, as outlined in the specifications. (The City reserves the right to modify these items on an as needed basis. In these cases, the City will use the individual line item prices provided below to calculate the pricing for these modifications when necessary.)

Bid Item 2 - Push Bumpers and Various Specialty Products	MANUFACTURER						
BIDDER NAME:	SETINA	HAVIS EQUIP	TROY PROD.	B&B ENTERPR.	ALTERNATE	ALTERNATE	ALTERNATE
PRODUCT NAME							
PUBLISHED PRICE LIST NUMBER	2023	2023	2023	2023	N/A	N/A	N/A
DATE OF ISSUE	2023	2023	2023	2023	N/A	N/A	N/A
DISCOUNT PERCENTAGE *	20%	15%	15%	20%	N/A	N/A	N/A
MANUFACTURER/CATALOG/DISTRIBUTOR NAME							
MANUFACTURER/CATALOG/DISTRIBUTOR WEBSITE	www.setina.com	www.havis.com	www.troyproducts.com	www.bbenterprisesinc.com	N/A	N/A	N/A
SHOP HOURLY LABOR RATE	$ 95.00	$ 95.00	$ 95.00	$ 95.00			
SHOP HOURLY LABOR RATE AFTER NORMAL BUSINESS HOURS	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SHOP HOURLY LABOR RATE FOR EMERGENCY WORK HOURS	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ON-SITE HOURLY LABOR RATE	$ 115.00	$ 115.00	$ 115.00	$ 115.00		N/A	N/A
ON-SITE HOURLY LABOR RATE AFTER NORMAL WORK HOURS	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ON-SITE HOURLY LABOR RATE FOR EMERGENCY WORK HOURS	N/A	N/A	N/A	N/A	N/A	N/A	N/A

* Bids will be evaluated based on the percentage discount

CITY OF PHOENIX

Procurement Division
200 W Washington

7th Floor
Phoenix, AZ 85003
Phone: (602) 495-3606

REVISED II BID PRICE SCHEDULE
IFB 24-FSD-013
FLEET VEHICLE ACCESSORIES AND INSTALLATION, INCLUDING POLICE VEHICLE UP-FITTING REQUIREMENTS CONTRACT
GROUP II - FLEET ACCESSORIES
Bid Item 3 - Truck Accessories

Bidder Name: Chalmers Ford Inc, dba MHQ of Arizona

Note: Bidder shall not modify this form in any way other than providing the information and prices as requested. Offeror shall determine which product codes to bid and shall fill in the City bid price in the appropriate cell. Prices shall be all inclusive (with the exception of applicable taxes) and will include any fuel surcharges, delivery charges, dealer prep, environmental fees, waste fees, shop supplies, freight and/or shipping/ handling and other miscellaneous charges as applicable. For evaluation purposes, each build type (GROUP II - Bid Items One through Seven) lists the most common items needed for each vehicle build, as outlined in the specifications. (The City reserves the right to modify these items on an as needed basis. In these cases, the City will use the individual line item prices provided below to calculate the pricing for these modifcations when necessary.)

Bid Item 3 - Truck Accessories	MANUFACTURER								
BIDDER NAME:	GAMBER-JOHNSON	PRECISION MOUNTING	RAMSEY WINCH	WARN INDUSTRIES	SPRAY-IN BED LINER	TOW PACKAGE	ALTERNATE	ALTERNATE	ALTERNATE
PRODUCT NAME									
PUBLISHED PRICE LIST NUMBER	2023	2023	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DATE OF ISSUE	2023	2023	N/A	N/A					
DISCOUNT PERCENTAGE *	15%	5%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
MANUFACTURER/CATALOG/DISTRIBUTOR NAME			N/A						
MANUFACTURER/CATALOG/DISTRIBUTOR WEBSITE	www.gamberjohnson.com	www.precisionmounts.com	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SHOP HOURLY LABOR RATE	$ 95.00	$ 95.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SHOP HOURLY LABOR RATE AFTER NORMAL BUSINESS HOURS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SHOP HOURLY LABOR RATE FOR EMERGENCY WORK HOURS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ON-SITE HOURLY LABOR RATE	$ 115.00	$ 115.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ON-SITE HOURLY LABOR RATE AFTER NORMAL WORK HOURS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ON-SITE HOURLY LABOR RATE FOR EMERGENCY WORK HOURS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

* Bids will be evaluated based on the percentage discount

Signature: William Kauppi

Email: wkauppi@buckeyeaz.gov

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.F. PW - Cooperative Contract Purchasing Addendum with Midway Chevrolet, LLC, to purchase light and medium duty vehicles.
DATE PREPARED: 09/12/24	**DISTRICT NO.:**
STAFF LIAISON: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov, (623) 349-6801	
DEPARTMENT: Public Works	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025020) between the City of Buckeye, an Arizona municipal corporation, and Midway Chevrolet, LLC, a Delaware limited liability company, for the purchase of light and medium duty vehicles; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
Fleet Management is seeking Council's authorization to enter into the Cooperative Contract Purchase Addendum with Midway Chevrolet, LLC, to purchase various light and medium vehicles.

BENEFITS:
The approval of this Cooperative Contract Purchase Addendum will ensure City staff have mechanically sound vehicles to perform daily work assignments for the benefit of the residents of the City of Buckeye. Vehicles that have reached or exceeded their life expectancy cost more to maintain and frequently experience higher downtime to staff which results in a lack of timely services.

FUTURE ACTION:
No further action contemplated.

FINANCIAL IMPACT STATEMENT:
The total amount is not to exceed $500,000.

CURRENT FISCAL YEAR TOTAL COST:
$500,000 from vehicle replacement and department budgets that have been approved to purchase supplemental vehicles during the FY25 budget process.

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
Various

Items related to a project or facility location must include an attached vicinity map for Council

Review.
ATTACHMENTS:
2621 CCPA No. 2025020 with Midway Chevrolet.pdf

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
MIDWAY CHEVROLET, LLC

NEW VEHICLES PURCHASES
CONTRACT NO. 2025020

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of_____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Midway Chevrolet, LLC, a Delaware limited liability company (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as **Exhibit A** and incorporated herein by reference, State of Arizona Contract entered into Contract No. CTR059320, dated March 17, 2022 with the Contractor (such contract and subsequent amendments thereto here referred to as the "State of Arizona Contract"), which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the City is permitted by Section 24-3-16 of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing contract; and

WHEREAS, the Contractor has made a proposal to the City, which is attached hereto as **Exhibit A** and incorporated herein by reference (the "Contract"); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the State of Arizona Contract, by issuing this Addendum to said contract.

THEREFORE, the City now enters into this Addendum with Contractor, for the goods and services set forth in State of Arizona Contract, which is attached hereto as Exhibit A and incorporated herein by reference. This Addendum incorporates the terms and conditions of the State of Arizona Contract, save that references therein to State of Arizona shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth below for approval and remain in effect for the remainder of the State of Arizona Contract CTR059320, unless such term is modified or extended pursuant to the terms of the State of Arizona Contract. The Contractor shall provide all goods and services in accordance with the State of Arizona Contract, which is attached hereto as part of Exhibit A, in a total amount not to exceed $500,000.00.

FURTHER, this Addendum is subject to cancellation pursuant to ARS §38-511.

FURTHER, to the extent applicable, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Addendum and may result in the termination of this Addendum by the City. The City retains the

right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

FURTHER, to the extent applicable, the Contractor warrants that it is not participating and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

FURTHER, to the extent applicable under ARIZ. REV. STAT. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of this Agreement that it will not use (i) the forced labor of ethnic Uyghurs in the Peoples Republic of China ("ethnic Uyghurs"), (ii) any goods or services produced by the forced labor of ethnic Uyghurs, or (iii) any Contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs. If Contractor becomes aware that it is not in compliance with this paragraph, Contractor shall notify the City of the noncompliance within five (5) business days of becoming aware of it. If Contractor fails to provide a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy period, in which case this Agreement terminates on the Agreement termination date.

FURTHER, the Parties agree that the Addendum and Exhibits thereto shall be governed by State of Arizona law and suits pertaining to the Addendum and Exhibits thereto may only be brought in courts located in Maricopa County, Arizona.

FURTHER, all modifications, including but not limited to service additions and deletions, will be made in writing and with the written agreement of both parties.

FURTHER, in the event of any inconsistency between this Addendum and **Exhibit A**, the documents shall govern in that order.

CLICKWRAP TERMS EXCLUDED, in the event the Consultant's terms of sale or service were provided to the City only upon "acceptance" of a "clickwrap" or "clickthrough" agreement, such terms of sale or service shall not be binding upon the City. No oral agreement, "clickwrap" or "clickthrough" agreement or other understanding shall in any way modify a City issued or approved contract or the terms of this Cooperative Contract Purchase Addendum (CCPA).

THEREFORE, the Parties have executed this Addendum as of the date first set forth above.

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation

_____
Dan Cotterman, City Manager

ATTEST:

CONTRACTOR

MIDWAY CHEVROLET, LLC,
a Delaware limited liability company

By: Gregg Ball

Its: Fleet Manager

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025020

[State of Arizona Contract]

See following page(s).

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: Midway Chevrolet	**AMENDMENT NO.: Three (3)**
DESCRIPTION: CTR059320 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Three (3) to mutually extend this contract from March 17, 2024 through March 16, 2025 unless terminated, canceled or extended as otherwise provided in the contract.

2. The executed SPO205 Forced Labor of Ethnic Uyghurs Ban form is hereby included with this amendment.

3. All other terms, conditions and provisions of this contract remain unchanged.

ADOT
Procurement

BOYCOTT OF ISRAEL DISCLOSURE

Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

   (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
   (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 an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

3. "Public entity": (a) Means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State. (b) Includes the universities under the jurisdiction of the Arizona board of regents and community college districts as defined in section 15-1401.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, all offerors must select one of the following:

☐	The Company submitting this Offer **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 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
☐	The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*
☐	**Exempt Solicitation, Contract, or Contractor.** Indicate which of the following statements applies to this Contract: ☐ Solicitation or Contract has an estimated value of less than $100,000; ☐ Contractor is a sole proprietorship; ☐ Contractor has fewer than ten (10) employees; and/or ☐ Contractor is a non-profit organization.

Midway Chevrolet Company
Company Name

Signature of Person Authorized to Sign

2323 W Bell Rd.
Address

Gregg Ball
Printed Name

Phoenix Arizona 85023
City State Zip

Fleet Manager
Title

ADOT
Procurement

OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Midway Chevrolet Company
Offeror (Company) Name

Signature of Person Authorized to Sign Offer

Gregg Ball
Printed Name Date

2323 W. Bell Rd.
Address

Phoenix Arizona 85023
City State Zip

Fleet Manager
Title

gball@vtaig.com
Email Address

602-733-2251
Phone Number

gball@vtaig.com
Company Email Address

602-760-3377
Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059320 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:
69C61CE38A6E4BB...

3/10/2022
Awarded Date

Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

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1. Statement of Need

1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.

3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.

3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

3.9 The following documents shall be provided upon delivery of the vehicle(s):

3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
3.9.2 Warranty Document
3.9.3 Manufacturers unaltered invoice
3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
3.9.5 Level 1 Inspection if applicable, completed before delivery

3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.

4.3 The following fuel types are allowable under this contract are to include but are not limited too.

4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
4.3.2 Diesel

4.3.3 Gasoline
4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
4.3.5 Hybrid-Electric Vehicles (HEV)
4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)
4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request)

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows
4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning
a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors
a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.
b. Back up Camera

4.5.12 Spare tire
a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.
b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix.

For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed In accordance with the requirements of the contract.
Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.

a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2 At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.

3 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

4 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5 The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.

6 Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, 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 Contractor or any of its owners, officers, directors, agents, employees or subcontractors. 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 Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

21.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

Policy shall include bodily injury, property damage, and broad form

contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.2 Business Automobile Liability

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

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

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving

automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.4 Additional Insurance Requirements The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

21.7 Verification of Coverage Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

21.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

21.8 Subcontractors Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 Approval and Modifications the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

21.10 Exceptions In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract 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 used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract 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 to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. **Risk and Liability**

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, 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."

6.3. Indemnification - Patent and Copyright**.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this

Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

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

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence b the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(I)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49
U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at
$250,000.00.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at https://www.transit.dot.gov/funding/grantee-resources/sample-fta- agreements/fta-grant-agreements, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at https://www.fhwa.dot.gov/federalaid/stewardship, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.

2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42
   U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,

(b) FTA Project Manager if the Project is

administered by an FTA Headquarters Office, or

(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than $150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of $100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not
available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: “The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions.”

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15
U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non- provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the sucessor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non- provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation Business Engagement and Compliance Office 1801 W. Jefferson St., Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at http://www.azutracs.com.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at http://www.azutracs.com/. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for- profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part
26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at http://www.azutracs.com/ a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.

2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at https://adot.dbesystem.com. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.

2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web- based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non- reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:

   - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
   - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

   The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:

   - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

(i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
(iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.

- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
(ii) Terminate the contract for default in accordance with this Contract, and/or
(iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
(iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at http://www.naics.com/search/.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intents to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the “Certification of Final DBE Payments” form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the ”Certification of Final DBE Payments” forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of “Program Fraud and Civil Penalties” rules provided in 49 CFR Part 31.

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

   a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.

   b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

   c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

   d. Post in conspicuous places available to employees and applicants for employment, the following notice:

      "It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying- off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

   e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the
      U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

   f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMININATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the Contract until the Consultant complies,

   and/or;

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.

4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, 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 paragraph (1.) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 contractor, 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 paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section 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 paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (https://www.sam.gov/SAM/) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIROMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42
U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and

(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or

(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and

(4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETRANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and

(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *etseq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

EXHIBIT 3
ADOT Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

Agency/Org/Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the
_____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date _____/ _____/ _____
Title _____

EXHIBIT 5
PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes— (a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		49 CFR §663.23
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	49 CFR §663.25
	a) There is a letter from FTA which grants a waive OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	49 CFR §663.27
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

EXHIBIT 6
PURCHASER'S PRE-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Pre-Award Requirements Certification
49 CFR §663.27

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 **or** §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 **or** §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 8
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Post-Award Requirements Certification
49 CFR §663.37

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: One (1)**
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
   b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
   c. **Paragraph 4.1**: "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
   d. **Paragraph 4.1.1** is hereby removed.
   e. **Paragraph 4.4.1:"** The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
   f. **Paragraph 4.6.1**: " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. **Special Terms and Conditions**

   The following sections are hereby modified to read:

   a. Paragraph 11.1, (a-g): "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.

      a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.

f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee"

c. Paragraph 25: Co-op administrative fee has hereby been removed.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.

4. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.G. M&C - FY 2025 Non-Profit Community Funding Grant Program sub-committee recommendations.
DATE PREPARED: 09/12/24	**DISTRICT NO.:**
STAFF LIAISON: Christine Grundy, Assistant to the Mayor, cgrundy@buckeyeaz.gov, (623) 349-6949	
DEPARTMENT: Mayor & Council	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Non-Profit Community Funding sub-committee's recommendations to award funds to various non-profits that serve City of Buckeye residents.

SUMMARY

PROJECT DESCRIPTION:
In the FY 2025 budget $95,000 is allocated for non-profit organizations that provide social services to residents in the City of Buckeye. Seventeen applications were received, requesting $209,320 collectively. The applications were reviewed by a subcommittee comprised of elected officials and staff including: Councilmember Jeanine Guy, Councilmember Craig Heustis, Neighborhood Services Coordinator, Janene VanLeeuwen, and Community Center Manager, Phil Yabes. The subcommittee recommends the funding of the following organizations listed below.

Organization Name	Funding Amount
All Faith Community Services	$30,000
AZ Community Impact	$6,000
Buckeye Police Foundation	$15,000
Homeless Youth Connection	$3,000
Meals of Joy	$2,500
Mirna's Place	$13,000
Mission of Mercy	$3,000
New Dawn Livestock Rescue & Sanctuary, Inc.	$2,000
Sounds of Autism	$6,000
Southwest Lending Closet	$6,500
Village Community Recreation Center	$3,000
Youth4Youth	$5,000
Total	$95,000

BENEFITS:
This program provides local organizations an opportunity to maintain or expand services they currently provide to Buckeye residents. These services are a benefit to the community and the city.

FUTURE ACTION:
Upon Council approval, staff will submit check requests to the Finance Department. Notifications and checks will be mailed to the awarded organizations by October 1, 2024. Awarded organizations are required to give a complete financial accounting of the awarded funds by June 30, 2025 to be eligible for

future funds. Non awarded organizations will be notified by mail.

FINANCIAL IMPACT STATEMENT:
Funds are allocated in the FY 2025 budget.

CURRENT FISCAL YEAR TOTAL COST:
$95,000

BUDGETED:
Yes

FISCAL YEAR:
2025

FUND/DEPARTMENT:
10001100 520038

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
24-25 NPF program summary.xlsx

FY 24-25 Non-Profit Community Funding Program Summary

Organization	Program/Use of funds	Previous FY Recipient	Amount Requested	Amount Recommended
All Faith Community Services	Emergency food assistance ad resources that will help individual, families, children, and seniors who are at risk of being food insecure.	$ 25,000.00	$ 30,000.00	$30,000.00
American Legion Post 53	American Legion Post 53 Baseball Team. Purchase equipment, pay for field rentals, umpire fees, and other fees associated with the team.	N/A	$ 2,000.00	$0.00
AZ Community Impact	Delivery hub for Sleep in Heavenly Peace. Build and deliver beds to children and families in need.	$ 5,000.00	$ 10,000.00	$6,000.00
Boys and Girls Club of the Valley	Host after-school programs at Littleton and Bob Bove locations that serve Buckeye youth. Focus on academic success, health, character and leadership	N/A	$ 10,000.00	$0.00
Buckeye Police Foundation	Victim shelter services. Homeless, elderly and survior's urgent service needs.	$ 12,000.00	$ 15,000.00	$15,000.00
Creative Arts and Production Academy	Stage lights, sound, costumes, sets, and scholarships for Educational Theater	N/A	$ 12,000.00	$0.00
Homeless Youth Connection	Empowering Youth for the Future, a comprehensive social services program that engages youth experiencing homelessness.	$ 5,000.00	$ 5,000.00	$3,000.00
Lutheran Social Services of the Southwest	Homeless prevention services. Emergency services, utility assistance, work replacement, and rental assistance.	N/A	$ 20,000.00	$0.00
Meals of Joy	Meal delivery to Buckeye senior population experiencing food insecurity.	$ 2,500.00	$ 10,000.00	$2,500.00
Mirna's Place	Renovation of new facility to efficiently receive, sort, and distribute donations to other community organizations and non-profits to help fullfil their missions.	N/A	$ 36,000.00	$13,000.00
Mission of Mercy	Access to healthcare for uninsured and underinsured Buckeye families. Providing primary healthcare services , prescription medications, patient support and health education.	$ 3,000.00	$ 5,000.00	$3,000.00
New Dawn Livestock Rescue & Sanctuary, Inc.	Equine steel corral shader replacement.	N/A	$ 2,320.00	$2,000.00
Sounds of Autism	Workforce development and private housing solutions for the 70%+ portion of the Autism population who will not qualify for SS, DDD, or DES.	$ 5,000.00	$ 7,500.00	$6,000.00

FY 24-25 Non-Profit Community Funding Program Summary

Organization	Program/Use of funds	Previous FY Recipient	Amount Requested	Amount Recommended
Southwest Lending Closet	Keep the Lights On Program. Pay utilities, print/copy/postage, and building maintenance.	$ 6,500.00	$ 6,500.00	$6,500.00
Village Community and Recreation Center	Expansion of Sprouted Seed Community Garden. The garden creates a space to teach children and adults how to grow healthy food, free of chemicals and pesticides.	$ 5,000.00	$ 8,000.00	$3,000.00
Women of Wisdom	Providing food, clothing, water, and shelter for homeless and disabled and low income residents.	N/A	$ 20,000.00	$0.00
Youth4Youth	School Drug & Alcohol Prevention Program Implementation City of Buckeye program to build leadership and success skills in youth. Located in 10 Buckeye schools works on leadership skill development, activity involvement and drug and alcohol prevention.	$ 10,000.00	$ 10,000.00	$5,000.00
	Total Requests		$ 209,320.00	$ 95,000.00
	Funds Available		$ 95,000.00	

Organization Name	Start Time	Representative	Contact Information	Slides
All Faith Community Services	9:00am			
American Legion	9:11am	Art Warner	904-254-8106	Yes
AZ Community Impact	9:22am	Rusty Hood	480-206-7529	Yes
Boys and Girls Club of the Valley	9:33am	Maddie Roberti	516-404-2661	Yes
Buckeye Police Foundation	9:44am			
Creative Arts and Production Academy	9:55am	Shamira van den Akker	407-310-7690	Yes
Homeless Youth Connection	10:06am			
Lutheran Social Services of the SW	10:17am			
Meals of Joy	10:28am			
Mirna's Place	10:39am	Mirna Tomsic	602-309-5363	Yes
Mission of Mercy	10:50am	Kristi Geiger	260-705-0537	Yes
New Dawn Livestock Rescue and Sanctuary, Inc.	11:01am	Noreen Carayas	602-550-3183	Yes
Southwest Lending Closet	11:12am			
Village Community and Recreation Center	11:23am	Jeremy McGinty	623-695-0293	Yes
Women of Wisdom	11:34am	Cheryl Hardy		Yes
Youth 4 Youth	11:45am	Joe Tracey	623-399-5483	Yes
Sounds of Autism	11:56am	Cricket Barrientos	630-518-7745	Yes

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.H. CIP No. 105260 Roadway Improvements Miller Road, Lower Buckeye Road to Pima Street - Change Order #1 to Kimley-Horn and Associates, Inc., Contract No. 2022003.22 Task Order No. 12
DATE PREPARED: 09/12/24	**DISTRICT NO.:** 3
STAFF LIAISON: Rodrigo Nemi, Interim CIP Project Manager, rnemi@buckeyeaz.gov, (623) 204-8442	
DEPARTMENT: Engineering	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Change Order No.1 to Task Order No. 12 of the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation, relating to the roadway improvements for Miller Road, Lower Buckeye Road to Pima Street project; and authorize the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
Miller Road currently consists of limited travel lanes in each direction, occasionally widened to accommodate turns into developments. There are no existing curbs, gutters, or sidewalks along the road, except for a brief section in front of the Chevron gas station. The project is intended to widen Miller Road to its ultimate roadway width between Lower Buckeye Road and Pima Street, including improvements to the west half of the street as required at intersections.
Design services are necessary for this project. Change Order #1 will allow for an extended timeline from the old contract through the commencement of this change order, ensuring there is no gap in the timeline. This change order also extends the service period to May 31, 2025, allowing Kimley-Horn to effectively deliver the contract. Further, it increases the not-to-exceed amount from the original $92,465.00 to $144,050.00.

BENEFITS:
Change Order #1 will allow Kimley-Horn the necessary additions in timeline and funding to fully deliver design services for this project.

FUTURE ACTION:
Completion of delivery for the design services will assist in the overall construction for this project.

FINANCIAL IMPACT STATEMENT:
The project is programmed in the CIP program in FY25. The total cost of this Change Order #1 is $51,585. The original Contract Price was not-to-exceed (NTE) $92,465.00. The amended Contract Price after this Change Order #1 is NTE $144,050.00.

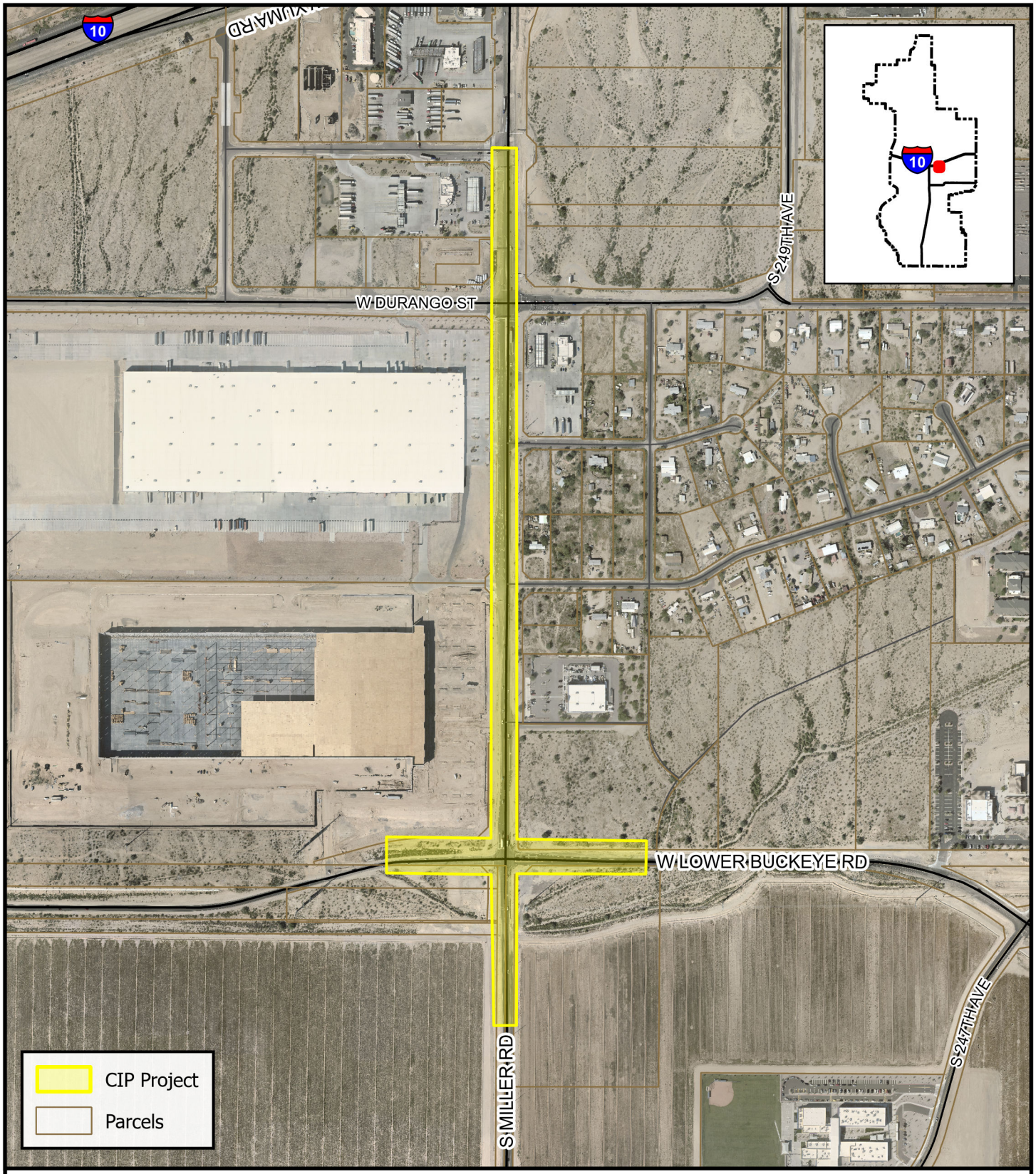
CURRENT FISCAL YEAR TOTAL COST:
The project is programmed in the CIP program in FY25. The total cost of this Change Order #1 is $51,585. The original Contract Price was not-to-exceed (NTE) $92,465.00. The amended Contract Price after this Change Order #1 is NTE $144,050.00.

BUDGETED:
Yes

FISCAL YEAR:
FY 25

FUND/DEPARTMENT:
50213170-543137

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Vicinity Map CIP105260
2676 CO 1 to TO 12 with Kimley Horn 2022003.22.pdf



BUCKEYE, AZ

While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

CIP 105260 Roadway Improvements: Miller Road, Durango Street to Lower Buckeye Road

0 250 500 1,000 Feet

N

Date: 7/2

ON-CALL CONSULTING FOR
ENGINEERING AND ARCHITECTURAL SERVICES
BETWEEN
THE CITY OF BUCKEYE
AND
KIMLEY-HORN AND ASSOCIATES, INC.
Contract No. 2022003.22
TASK ORDER NO. 12

CHANGE ORDER # 1

THIS CHANGE ORDER # 1 (this "Change Order") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City") and Kimley-Horn and Associates, Inc., a North Carolina corporation (the "Consultant"). This Change Order modifies certain sections of Task Order No 12 to Contract No. 2022003.22 (the "Task Order"), with those sections not expressly modified remaining in full effect pursuant to their terms.

1. **Task Order Changes.** The following provisions of the Task Order are amended as described below**:**

ARTICLE 2 SCHEDULE OF COMPLETION OF SERVICES – Term, is amended by extending the Contract end date to May 31, 2025.

ARTICLE 3 FEE BREAKDOWN – Contract Price, is amended by increasing the not-to-exceed amount from $92,465.00 to $144,050.00.

Exhibit A Consultant's Proposal is amended to incorporate the additional services set forth in **Exhibit 1.**

2. **Ratification.** Except as amended herein, all provisions of the Contract remain in full force and effect. In the event of any conflict or discrepancy between the terms of this Change Order, the Task Order, Contract No. 2022003.22, any other mutually agreed contract documents, and the proposal, the documents shall govern in that order.

3. **Required Terms.** This Change Order may be canceled pursuant to the provisions of A.R.S. § 38-511. To the extent applicable under A.R.S. § 35-394, Consultant certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4. **Task Order Cost of Services.** This Change Order affects the Cost of Services for this Task Order (the "Cost") as follows:

The original Contract Price was not-to-exceed (NTE) $92,465.00.
The amended Contract Price at the time of this Change Order was NTE $92,465.00.
The amended Contract Price after this Change Order is NTE $144,050.00.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Change Order as of the date first set forth above.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES,
INC., a North Carolina corporation

Brian Smalkoski, Vice President

Exhibit 1

Kimley»Horn

April 9, 2024

Mr. Kevin Hitchcock
Construction Project Management Division
City of Buckeye
530 Monroe Avenue
Buckeye, AZ 85326

Re: ***Miller Road: Lower Buckeye Road to Pima Street***
Roadway Widening Final Design
On-Call Contract No. 2022003.22, Task Order #12
Contract Modification No. 1

Dear Mr. Hitchcock:

In accordance with the On-Call Contract between the City of Buckeye (the "City") and Kimley-Horn and Associates, Inc. ("Consultant"), dated March 1, 2022, the Consultant entered into Task Order #12 for the Miller Road: Lower Buckeye Road to Pima Street Roadway Widening – Final Design Project dated September 20, 2023 with the City.

The purpose of this Contract Modification is to extend the overall contract period and to provide City-requested post-design services. Hourly backup for the fee associated with these services is included in **Appendix A**.

Scope of Services

Kimley-Horn will provide the construction-phase services specifically set forth below. For the purposes of this contract, the contract duration is assumed to be twelve (12) months and the construction duration is assumed to be eight (8) months.

Pre-Bid Meeting. Consultant will attend a Pre-Bid meeting. This meeting will be held virtually and will last for one hour. The Consultant Project Manager and Project Engineer will attend this meeting.

Construction Progress Meetings. Consultant will attend virtual construction progress meetings. It is assumed the City or City's representative will be responsible for planning and leading these meetings. Consultant will not be responsible for preparing the meeting agenda or notes for these meetings. For the purposes of developing this scope of services, it is assumed Consultant will attend weekly meetings for the construction duration, for a total of up to 32 meetings. The Consultant Project Engineer will attend each meeting, and the Consultant Project Manager will attend half of the meetings. Each meeting is assumed to be one (1) hour in length.

Requests for Information. Consultant will respond to up to 10 Requests for Information

(RFIs) in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

Shop Drawings. Consultant will review and take appropriate action in respect to Shop Drawings and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders issued by the Client. This contract assumes review of up to 20 shop drawing submittals.

Site Visits. Consultant will make up to four (4) visits to the site, when requested by the Client, to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation.

Record Drawings. As an additional service if required, Consultant will prepare a record drawing showing significant changes reported by the Contractor or made to the design by Consultant. Record drawings are not guaranteed to be as-build, but will be based on information made available by the Contractor and the Client.

Contract Management and Invoicing. Consultant will provide monthly invoicing to the Client.

City and Contractor Coordination. This task provides for coordination with the Client and Contractor through project emails and phone calls.

Exclusions

The Consultant shall have no responsibility for any Contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its Contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of Contractors, nor assumes responsibility for any Contractor's failure to perform its work in accordance with the contract documents. The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any Contractor shall state that the Contractor shall be solely responsible for job site safety and for its means and methods; that the Contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the Contractor's general liability insurance policy.

Fees associated with the above tasks are approximate and are based on an assumed reasonable number of hours to complete the work. Should the number hours required exceed those shown in **Appendix A**, the Client will be notified, and a contract modification will be issued.

Schedule

The contract notice to proceed was effective on September 20, 2023 with a period of service duration of 284 calendar days. The contract period of service currently ends on June 30, 2024. This letter requests to extend the period of service 335 calendar days, which would end the period of service on May 31, 2025.

APPENDIX A
FEE SUMMARY

Summary of Consultant's Compensation

Kimley»Horn

Project Location: Miller Road: Lower Buckeye Rd to Pima St
Project Description: Roadway Widening Final Design
Contract Modification No. 1

1001 W Southern
Avenue, Suite 131
Mesa, AZ 85210
480.207.2666

4/9/2024

CONTRACT LABOR

Classification	Man Hours	Billable Rates			Labor Costs	
Senior Professional II	68	$	240.00		$	16,320.00
Senior Professional I	46	$	225.00		$	10,350.00
Professional	111	$	170.00		$	18,870.00
Analyst/ Designer	27	$	135.00		$	3,645.00
Admin	24	$	100.00		$	2,400.00
				Subtotal Contract Labor	**$**	**51,585.00**

TOTALS

Total Contract Fee & Allowances	**$**	**51,585.00**

Detail of Consultant's Compensation
City of Buckeye
Miller Road: Lower Buckeye Road to Durango Street
CM No. 1 - Post Design Services

		Senior Professional II	Senior Professional I	Professional	Analyst/ Designer	Admin
TASK DESCRIPTION	**SUBTOTAL**	**$ 240.00**	**$ 225.00**	**$ 170.00**	**$ 135.00**	**$ 100.00**
POST-DESIGN SERVICES	**$ 51,585.00**	**68**	**46**	**111**	**27**	**24**
Pre-Bid Meeting (up to 1 meeting)	$ 410.00	1		1		
Weekly Construction Meetings (up to 32 meetings)	$ 9,280.00	16		32		
	$ -					
Review and Respond to Contractor RFIs (up to 10)	$ 8,050.00	10	10	20		
Review Contractor Shop Drawings (up to 20)	$ 5,800.00	10		20		
	$ -					
Site Visits (up to 4)	$ 7,620.00	12	12	12		
	$ -					
Record Drawings	$ 7,705.00	7		14	27	
	$ -					
Contract Management and Invoicing	$ 5,100.00		12			24
	$ -					
City and Contractor Coordination	$ 7,620.00	12	12	12		
	$ -					
SUBTOTAL DIRECT LABOR	**$ 51,585.00**	**68**	**46**	**111**	**27**	**24**
TOTAL CONTRACT FEE - NOT TO EXCEED	**$ 51,585.00**					

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.I. CIP - No. 102660 Police Communications Center - City grant of APS Utility Easement Agreement
DATE PREPARED: 09/12/24	**DISTRICT NO.:** 2
STAFF LIAISON: Steve Riley, Construction Project Manager, sriley@buckeyeaz.gov, (623) 687-8442	
DEPARTMENT: Engineering	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the City's grant of a utility easement, as set forth in the Utility Easement Agreement, between the City of Buckeye, an Arizona municipal corporation, and Arizona Public Service Company ("APS"), an Arizona corporation; and authorize the City Manager to execute and deliver said Utility Easement Agreement on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:
CIP No. 102660 Police Communications Center requires the installation and connection of electrical lines to APS to ensure its full operational capability. This includes constructing, reconstructing, replacing, repairing, operating, and maintaining electrical lines and associated facilities and fixtures necessary for the transmission and distribution of electricity to, through, across, and beyond the property. Additionally, it encompasses the installation, operation, and maintenance of telecommunication wires, cables, conduits, fixtures, and facilities, allowing APS to supply electricity. This is a crucial measure for the project's overall operation and functionality.

BENEFITS:
A fully operational police communications center ensures rapid emergency response times, enhancing community safety, potentially saving lives, and other emergencies. Reliable power enables the Police Communications Center to maintain essential communication systems, operate emergency equipment, and support the overall readiness of public safety personnel in the City of Buckeye.

FUTURE ACTION:
Delivery of a complete and constructed Police Communications Center.

FINANCIAL IMPACT STATEMENT:
N/A

CURRENT FISCAL YEAR TOTAL COST:
N/A

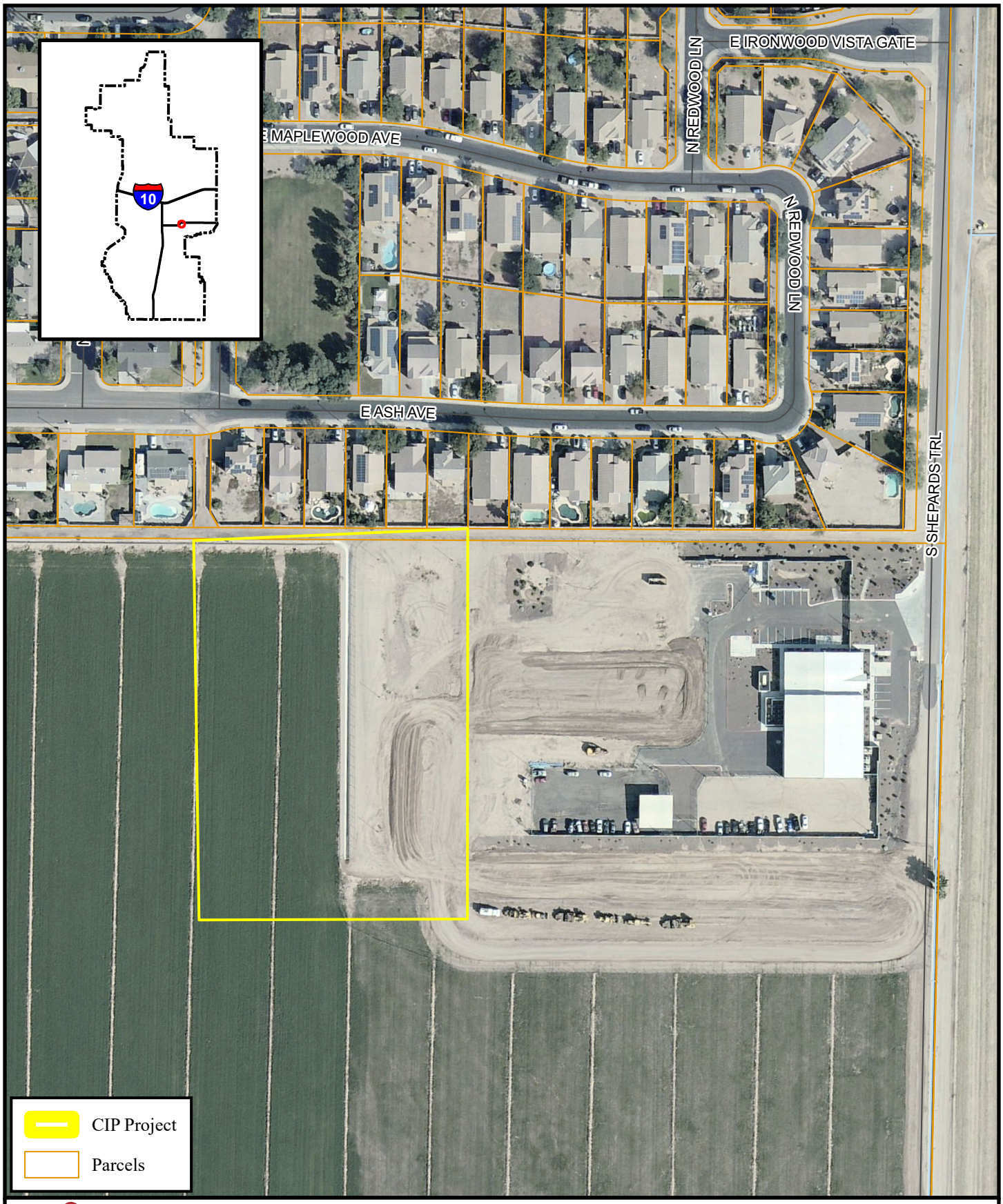
BUDGETED:
Yes

FISCAL YEAR:
FY 25

FUND/DEPARTMENT:

50212121-543054

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Vicinity_Map_CIP_102660_PoliceCommunicationsCenter.pdf
City of Buckeye APS Easement - APN 400-15-009N - WA797809 - Partially Executed.pdf



BUCKEYE, AZ

CIP 102660 - Police Communications Center

While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

0 75 150 300 Feet

N

Date: 12/29/2022
Document Name: CIP Vicinity Maps

NW-4-1S-3W
APN 400-15-009N
BC-24-112
WA797809
TKH/BDP

CITY OF BUCKEYE - APS
UTILITY EASEMENT

CITY OF BUCKEYE, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment. In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each of **CITY OF BUCKEYE,** a municipal corporation of the State of Arizona and **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation have caused this Utility Easement to be executed by its duly authorized representative, this __ day of_____, 2024.

APPROVED AS TO FORM:

_____
City Attorney

CITY OF BUCKEYE,
a municipal corporation of the State of Arizona

By: _____
Dan Cotterman, City Manager

ATTEST:

_____
City Clerk

STATE OF _____ }
} ss.
County of _____ }

This instrument was acknowledged before me this ___ day of _____, 2024 by

_____ of _____, on behalf of

_____.

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

Notary Seal

_____
Notary Public

ARIZONA PUBLIC SERVICE COMPANY,
An Arizona corporation

By: Suzanne Treviño
Printed Name

Its: Manager, Construction Support
Title

Signature

STATE OF Arizona }
} ss.
County of Maricopa }

This instrument was acknowledged before me this 21st day of August, 2024 by Suzanne Treviño of Manager-Const. Support, on behalf of Arizona Public Svc.

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

Notary Seal

Notary Public

CHERYL ELLARS
Notary Public - Arizona
Maricopa County
Commission # 642491
My Comm. Expires Dec 8, 2026

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY AS RECORDED IN INSTRUMENT NUMBER 20060725559 M.C.R.

That part of the South half of the Northwest quarter of Section 4, Township 1 South, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the West quarter corner of said Section 4;

Thence South 89 degrees 13 minutes 44 seconds East along the East/West mid-section line of said Section 4 a distance of 1144.67 feet to the POINT OF BEGINNING;

Thence North 00 degrees 54 minutes 11 seconds East a distance of 1297.24 feet to a point on a line described in Docket 2706, page 569 records of Maricopa County;

Thence North 89 degrees 59 minutes 35 seconds East along said line a distance of 1532.53 feet to a point on the North/South mid-section line as recorded in Book 81 of Plat Maps, page 13;

Thence South 00 degrees 54 minutes 11 seconds West along said mid-section line a distance of 11.73 feet to the Northeast corner of the South half of the Northwest quarter;

Thence continuing South 00 degrees 54 minutes 11 seconds West along said North/South mid-section line a distance of 1306.32 feet to the center of said Section 4;

Thence North 89 degrees 13 minutes 44 seconds West along said East/West mid-section line a distance of 1532.34 feet to the POINT OF BEGINNING.

July 24, 2024

LEGAL DESCRIPTION
ARIZONA PUBLIC SERVICE
ELECTRICAL EASEMENT
CITY OF BUCKEYE

THAT PORTION OF ASSESSORS PARCEL NUMBER 400-15-009N, AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 1368 OF MAPS, PAGE 34, MARICOPA COUNTY RECORDS, ARIZONA, BEING LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL FROM WHICH THE SOUTHEAST CORNER OF SAID PARCEL BEARS, SOUTH 01°12'58" WEST, A DISTANCE OF 1305.51 FEET;

THENCE SOUTH 01°12'58" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 231.53 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 88°47'02" WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°12'58" WEST, ALONG A LINE BEING 35.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID PARCEL, A DISTANCE OF 180.66 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 45°46'42" WEST, A DISTANCE OF 57.00 FEET;

THENCE NORTH 89°39'34" WEST, A DISTANCE OF 789.55 FEET;

THENCE NORTH 00°00'22" EAST, A DISTANCE OF 164.75 FEET;

THENCE NORTH 89°59'38" WEST, A DISTANCE OF 7.40 FEET;

THENCE NORTH 00°00'22" EAST, A DISTANCE OF 15.37 FEET;

THENCE SOUTH 89°59'38" EAST, A DISTANCE OF 10.18 FEET;

THENCE SOUTH 00°00'22" WEST, A DISTANCE OF 4.07 FEET;

THENCE SOUTH 89°59'38" EAST, A DISTANCE OF 8.20 FEET;

THENCE SOUTH 00°00'22" WEST, A DISTANCE OF 11.43 FEET;

THENCE NORTH 89°59'38" WEST, A DISTANCE OF 2.98 FEET;

THENCE SOUTH 00°00'22" WEST, A DISTANCE OF 156.67 FEET;

THENCE SOUTH 89°39'34" EAST, A DISTANCE OF 778.32 FEET;

THENCE NORTH 45°46'42" EAST, A DISTANCE OF 50.44 FEET;

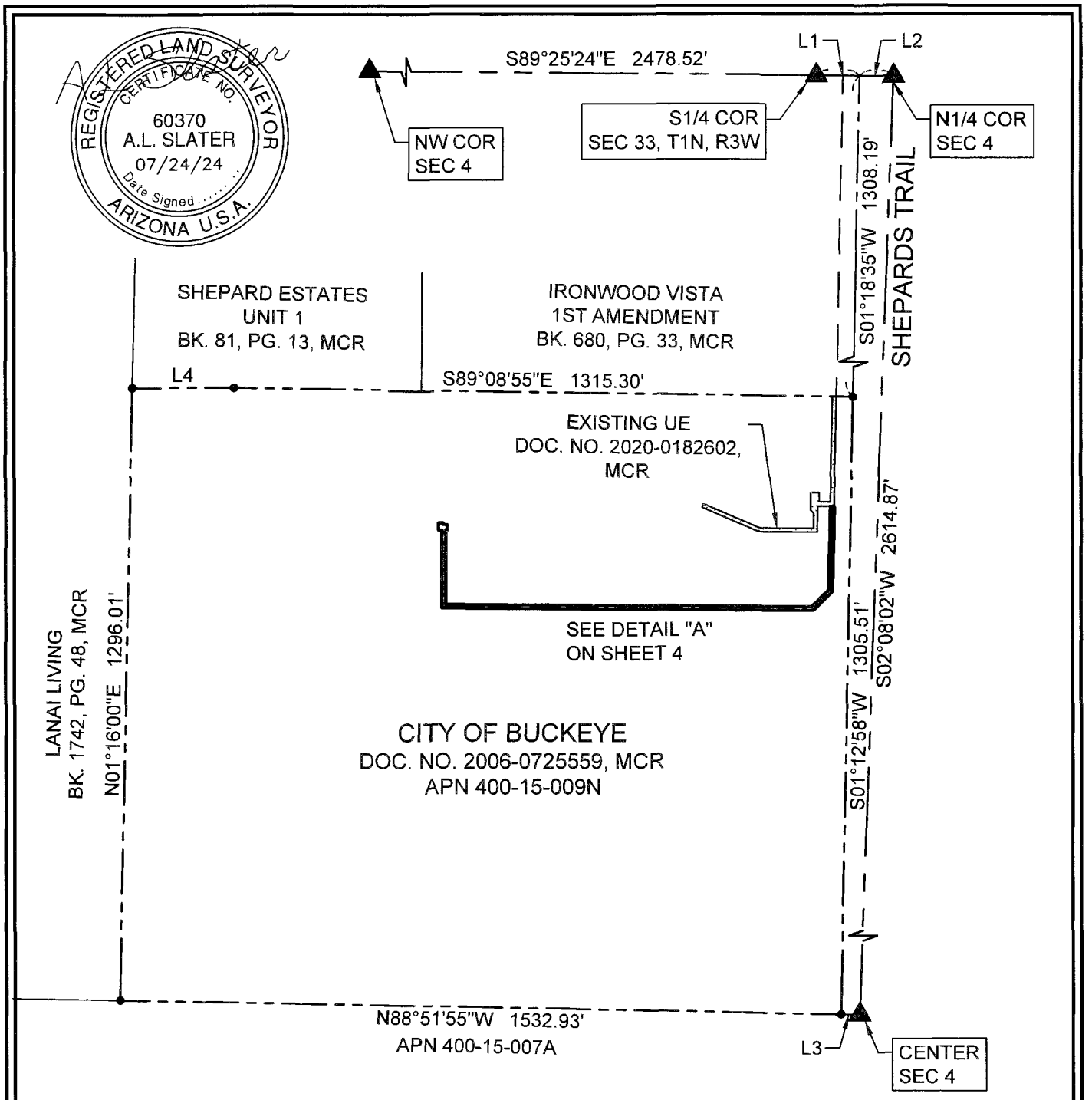
THENCE NORTH 01°12'58" EAST, ALONG A LINE BEING 43.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID PARCEL, A DISTANCE OF 177.22 FEET TO AN EXISTING UTILITY EASEMENT, AS RECORDED IN DOCUMENT NUMBER 2020-0182602, MARICOPA COUNTY RECORDS, ARIZONA;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 90°00'00" EAST, ALONG SAID UTILITY EASEMENT, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 9,669 SQUARE FEET OR 0.2220 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
60370
A.L. SLATER
07/24/24
Date Signed
ARIZONA U.S.A.

SHEET 2 of 4



DOCUMENTS USED IN CREATION
OF THIS EXHIBIT:
BK. 1368, PG. 34, MCR

NOTE: IT IS THE INTENT TO BE COINCIDENT WITH THE EXISTING UTILITY EASEMENT WITH NO GAP OR OVERLAP

LEGEND

	EASEMENT AREA
	EXISTING UTILITY EASEMENT
▲	SECTION CORNER
	PROPERTY LINE
	EASEMENT LINE
	CENTERLINE
	SECTION LINE
•	PROPERTY CORNER
MCR	MARICOPA COUNTY RECORDS
UE	UTILITY EASEMENT

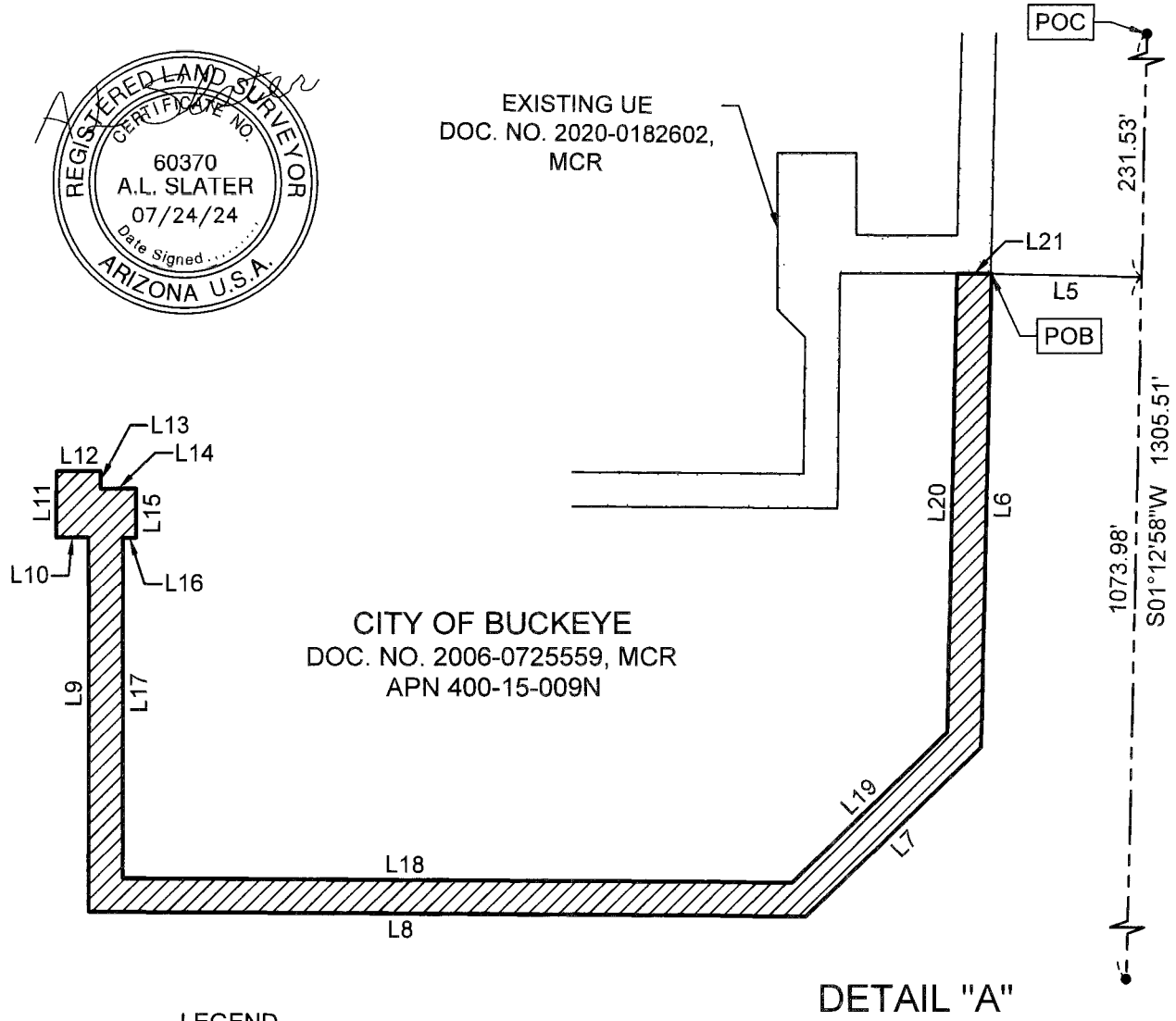
N

aps	EXHIBIT "B"
JOB # WA797809	DATE: 7/24/2024
NW1/4 SEC 4 T1S R3W	
SCALE: 1" = 300'	INDEX: BC-24-112
R/W: T. HATFIELD	
SURVEY: R. ENRIQUEZ	
DRAWN BY: N. STEELS	SHEET 3 OF 4

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°25'33"E	82.90'
L2	S89°25'33"E	79.89'
L3	N88°52'27"W	40.13'
L4	S89°39'34"E	216.53'
L5	N88°47'02"W	35.00'
L6	S01°12'58"W	180.66'
L7	S45°46'42"W	57.00'
L8	N89°39'34"W	789.55'
L9	N00°00'22"E	164.75'
L10	N89°59'38"W	7.40'
L11	N00°00'22"E	15.37'
L12	S89°59'38"E	10.18'
L13	S00°00'22"W	4.07'
L14	S89°59'38"E	8.20'
L15	S00°00'22"W	11.43'
L16	N89°59'38"W	2.98'
L17	S00°00'22"W	156.67'
L18	S89°39'34"E	778.32'
L19	N45°46'42"E	50.44'
L20	N01°12'58"E	177.22'
L21	N90°00'00"E	8.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
60370
A.L. SLATER
07/24/24
Date Signed
ARIZONA U.S.A.



DETAIL "A"

LEGEND

	EASEMENT AREA
	EXISTING UTILITY EASEMENT
	PROPERTY LINE
•	PROPERTY CORNER
MCR	MARICOPA COUNTY RECORDS
UE	UTILITY EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT

N

aps **EXHIBIT "B"**

JOB # WA797809	DATE: 7/24/2024
NW1/4 SEC 4 T1S R3W	
SCALE: 1" = 40'	INDEX: BC-24-112
R/W: T. HATFIELD	
SURVEY: R. ENRIQUEZ	
DRAWN BY: N. STEELS	SHEET 4 OF 4

July 24, 2024

Closure Report For
Arizona Public Service
Electrical Easement
City Of Buckeye

North: 861259.64' East: 499141.89'

Segment #1 : Line
Course: S01° 12' 58"W Length: 180.66'
North: 861079.03' East: 499138.05'

Segment #2 : Line
Course: S45° 46' 42"W Length: 57.00'
North: 861039.27' East: 499097.20'

Segment #3 : Line
Course: N89° 39' 34"W Length: 789.55'
North: 861043.96' East: 498307.67'

Segment #4 : Line
Course: N00° 00' 22"E Length: 164.75'
North: 861208.71' East: 498307.69'

Segment #5 : Line
Course: N89° 59' 38"W Length: 7.40'
North: 861208.72' East: 498300.29'

Segment #6 : Line
Course: N00° 00' 22"E Length: 15.37'
North: 861224.09' East: 498300.29'

Segment #7 : Line
Course: S89° 59' 38"E Length: 10.18'
North: 861224.08' East: 498310.47'

Segment #8 : Line
Course: S00° 00' 22"W Length: 4.07'
North: 861220.01' East: 498310.47'

Segment #9 : Line
Course: S89° 59' 38"E Length: 8.20'
North: 861220.01' East: 498318.67'

Segment #10 : Line
Course: S00° 00' 22"W Length: 11.43'
North: 861208.58' East: 498318.67'

Segment #11 : Line
Course: N89° 59' 38"W Length: 2.98'
North: 861208.58' East: 498315.69'

Segment #12 : Line
Course: S00° 00' 22"W Length: 156.67'
North: 861051.91' East: 498315.67'

Segment #13 : Line
Course: S89° 39' 34"E Length: 778.32'
North: 861047.29' East: 499093.98'

Segment #14 : Line
Course: N45° 46' 42"E Length: 50.44'
North: 861082.47' East: 499130.12'

Segment #15 : Line
Course: N01° 12' 58"E Length: 177.22'
North: 861259.65' East: 499133.88'

Segment #16 : Line
Course: N90° 00' 00"E Length: 8.00'
North: 861259.65' East: 499141.88'

Perimeter: 2422.24' Area: 9669.02 Sq. Ft.
Error Closure: 0.00 Course: N65° 58' 33"W
Error North: 0.001 East: -0.003
Precision 1: 2422240000.00

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
60370
A.L. SLATER
07/24/24
Date Signed
ARIZONA U.S.A.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.J. CS - Cooperative Contract Purchase Addendum (CCPA) with Saguaro Summit, LLC, DBA Christmas Light Decorators
DATE PREPARED: 09/12/24	**DISTRICT NO.:**
STAFF LIAISON: Kim Anderson, Events Manager, kanderson@buckeyeaz.gov, (623) 349-6331	
DEPARTMENT: Community Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025151) between the City of Buckeye, an Arizona municipal corporation, and Saguaro Summit, LLC, DBA Christmas Light Decorators, an Arizona limited liability company, relating to the lease, installation and removal of holiday decor and lighting throughout Buckeye; and authorizing the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
Community Services is seeking Council's authorization to enter into the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2025151 with Saguaro Summit, LLC, to lease, install and remove holiday decor and lighting throughout the City. Approval of the CCPA will allow for displays at Sundance Park to continue the Candyland theme from FY 2024. Displays will be expanded in Downtown Buckeye to create a more cohesive theme and attraction. Displays include building lights, tree lights, physical props and displays, holiday tree and photo pods.

BENEFITS:
This project will increase holiday decorations throughout areas of Buckeye and create a more cohesive and engaging display. The lights and displays will attract both Buckeye residents as well as West Valley residents to different areas of Buckeye.

FUTURE ACTION:
Once approved, Saguaro Summit, LLC will deliver services outlined within Cooperative Contract Purchase Addendum (CCPA) Contract No. 2025151.

FINANCIAL IMPACT STATEMENT:
Funds for holiday lights and displays were allocated in Communications' FY25 Marketing and Tourism budget.

CURRENT FISCAL YEAR TOTAL COST:
A total amount not to exceed $300,000.00 (Fee Proposal is $294,998.09) will be utilized in FY25 for the holiday lights and decorations at Sundance Park and Downtown Buckeye.

BUDGETED:
Yes

FISCAL YEAR:
2025

FUND/DEPARTMENT:
Communications: Marketing and Tourism 30751188-520011

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
City of Buckeye - Christmas Light Decorators - Downtown 2024.pdf
City of Buckeye - Christmas Light Decorators - Pole Decor Install and Removal 2024.pdf
City of Buckeye - Christmas Light Decorators - Sundance Park 2024.pdf
2679 CCPA No. 2025151 with Saguaro Summit Holiday Lights.pdf

City of Buckeye - Christmas 2024 Lease (updated 8.5.2024)

Kimberly Anderson
kanderson@buckeyeaz.gov
623-377-8041

Reference: 20240424-171159250
Quote created: April 24, 2024
Quote expires: December 31, 2024
Quote created by: Aubrey Wells
Senior Project Coordinator
Aubrey@cldaz.com

Comments from Aubrey Wells

We look forward to working with you on this project! Please reach out to me with any questions.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Building Light Line		1	$0.00	$0.00
C9 Smooth - 15" Roofline Light Line - Warm White Leased - C9 Light Line Roofline Application, Warm White LED Smooth Bulb, 15" Spacing, Price is per Foot		3,445	$2.46	$8,474.70
Monroe and 6th St Plaza		1	$0.00	$0.00
30ft. Candy Cane Tree Décor Package -For RGB Tree Leased - Candy Cane Tree Décor Package, 24ft., Red, Silver, & White Variety of Ornaments		1	$5,460.00	$5,460.00
Client Owned Tree Collar		1	$0.00	$0.00

Item & Description	SKU	Quantity	Unit Price	Total
14in. Garland - Undecorated - Client Owned Client Owned - 14in x 9ft Undecorated Garland, For Free Collar, Warm White LED, 12.5lbs		6	$0.00	$0.00
Misc - Labor Labor - Installed client owned tree collar with client owned garland		1	$1,195.00	$1,195.00
6.6ft. Wood Style Norwegian Sleigh Leased - Wood Style Norwegian Sleigh, 6.6'L x 4'W x 3.3'H, 280 lbs., Fiberglass, 2 person		1	$2,852.00	$2,852.00
6.8ft. Snowman Duo Photo Pod Leased - Snowman Duo Photo Pod, 5.6'L x 2.9'W x 6.8'H, 250 lbs., Fiberglass		1	$2,457.00	$2,457.00
6ft. Menorah - Silver Lease - 6ft. Menorah - Silver		1	$1,879.00	$1,879.00
Rotating Image Projector Leased - Ultimate LED Projector, Black, .4 Amps, 9 lbs, Rotating Image, Projection up to 40FT, 70 degree lens, Warm White		2	$2,577.00	$5,154.00
Stainless Steel Gobo Leased - Stainless Steel Gobo		2	$0.00	$0.00
Pole Mount for Image Projector Leased - Pole Mount Accessory for Image Projection System		2	$0.00	$0.00
24in. Radiant Rope Light Snowflake, Warm White 24in. Radiant Rope Light Snowflake, Warm White LED		4	$85.00	$340.00
14in Warm White Sphere		6	$152.00	$912.00
14in. Candy Cane Garland Leased - 14in. X 9ft. Decorated Garland, Candy Cane, Warm White LED , 12.5 lbs.		2	$216.72	$433.44
City Hall		1	$0.00	$0.00

Item & Description	SKU	Quantity	Unit Price	Total
16ft. Goldwin Gate Walk-through Arch Leased - Goldwin Gate, Warm White & Red LED, 13'L x 4.9'W x 16.4'H, .9 Amps, 308 lbs, Walk-through Arch		1	$8,977.00	$8,977.00
3ft. 4 Ornament Stack - Purple, Emerald, Red, Gold Leased - 4 Ornament Stack, Purple, Emerald, Red, Gold, 6.6'D x 5.4'H, Fiberglass		1	$7,135.00	$7,135.00
8ft. Candy Cane Wreath with Bow Leased - 8ft. Decorated Wreath with 36in. Bow, Candy Cane, Warm White LED, .28 Amps, 105 lbs		3	$1,425.00	$4,275.00
4ft. Candy Cane Spray Leased - 4ft. Decorated Spray, Candy Cane, Warm White LED, 14 lbs		16	$220.50	$3,528.00
Chamber of Commerce		1	$0.00	$0.00
Cactus Photo Pod Leased - Cactus Photo Pod, 6.2ft H x 2.4ft L x 1.8ft W, 138 lb, Fiberglass		1	$1,638.00	$1,638.00
6ft. Candy Cane Wreath with Bow Leased - 6ft. Decorated Wreath with 36in. Bow, Candy Cane, Warm White LED, .2 Amps, 85 lbs		1	$665.00	$665.00
BenBow Park		1	$0.00	$0.00
14in. Candy Cane Pole Wrap Leased - (2) 14in. X 9ft. Garland Pole Wrap, Candy Cane, (2) 24in. Bows, Warm White LED, 24 lbs.		2	$405.00	$810.00
10ft. Gold Regal Illuminated Gift Box Leased - Regal Illuminated Gift Box, Gold Finish, Warm White LED, 10'H, 2 Amps, 115 lbs		1	$4,572.00	$4,572.00
4ft. Gold Illuminated 3D Star Leased - Illuminated 3D Star, Gold Finish, Warm White LED, 4'H, .4 Amps, 58 lbs		1	$583.00	$583.00
14in. Candy Cane Garland Leased - 14in. X 9ft. Decorated Garland, Candy Cane, Warm White LED , 12.5 lbs.		1	$216.72	$216.72

Item & Description	SKU	Quantity	Unit Price	Total
Library		1	$0.00	$0.00
6.5ft. Santa and Elf Photo Pod Leased - Santa and Elf Photo Pod, 1.6'L x 0.9'W x 6.5'H, 130 lbs., Fiberglass		1	$1,577.00	$1,577.00
Acquatic Center		1	$0.00	$0.00
Magnetic Clips for Light Line Leased - Magnetic Clips, Compatible with C7, C9, & Mini Lights		400	$0.20	$80.00
Rec Center		1	$0.00	$0.00
4ft. Candy Cane Wreath with Bow Leased - 4ft. Decorated Wreath with 24in. Bow, Candy Cane, Warm White LED, .13 Amps, 25 lbs		1	$302.51	$302.51
Net Mini Lights - Warm White Net Mini Lights, 5mm LED mini light, 4'x6'		8	$195.00	$1,560.00
Senior Center		1	$0.00	$0.00
Net Mini Lights - Warm White Net Mini Lights, 5mm LED mini light, 4'x6'		2	$195.00	$390.00
6ft. Candy Cane Wreath with Bow Leased - 6ft. Decorated Wreath with 36in. Bow, Candy Cane, Warm White LED, .2 Amps, 85 lbs		1	$655.20	$655.20
Museum		1	$0.00	$0.00
XS Palm Trunk Lighting Leased - 5mm LED Mini Light application, palm tree trunk wrap, approx 3-7 strands per tree		2	$153.00	$306.00
4ft. Candy Cane Wreath with Bow Leased - 4ft. Decorated Wreath with 24in. Bow, Candy Cane, Warm White LED, .13 Amps, 25 lbs		1	$302.51	$302.51

Item & Description	SKU	Quantity	Unit Price	Total
3ft. Candy Cane Wreath with Bow Leased - 3ft. Decorated Wreath with 18in. Bow, Candy Cane, Warm White LED, .1 Amps, 14 lbs		2	$191.10	$382.20
10in. Classic Pole Wrap Leased - (2) 10in. X 9ft. Garland Pole Wrap, Classic, (2) 18in. Bows, Warm White LED, 18 lbs.		1	$248.85	$248.85
Community Services		1	$0.00	$0.00
4ft. Candy Cane Wreath with Bow Leased - 4ft. Decorated Wreath with 24in. Bow, Candy Cane, Warm White LED, .13 Amps, 25 lbs		1	$302.51	$302.51
Dog Park		1	$0.00	$0.00
Santa Paws - Gingerbread House Leased - Santa Paws photo gingerbread house, 3.3ft H x 3.2ft W x 1.4ft D, fiberglass		1	$896.00	$896.00
Miscellaneous		1	$0.00	$0.00
****Tree Lighting***		1	$0.00	$0.00
XS Tree Cluster Lighting Leased - LED Cluster Light canopy application, approx 3-7 strands per tree		2	$219.00	$438.00
Small Tree Lighting Leased - 5mm LED Mini Light application, trunk and branch wrap, approx 8-12 strands per tree		19	$254.00	$4,826.00
Small Tree Cluster Lighting Leased - LED Cluster Light canopy application, approx 8-12 strands per tree		19	$437.00	$8,303.00
Medium Palm Trunk Lighting Leased - 5mm LED Mini Light application, palm tree trunk wrap, approx 13-17 strands per tree		3	$381.00	$1,143.00

Item & Description	SKU	Quantity	Unit Price	Total
Cluster Lights - Warm White Leased - LED Cluster Lights, warm white, 5 clusters of 20 bulbs each, total 100 bulbs per strand, 4ft spacing between clusters		242	$0.00	$0.00
Mini Lights - Warm White Leased - General lighting application, warm white		293	$0.00	$0.00
Contingency Items to be determined.		1	$31,713.36	$31,713.36
Miscellaneous Lighting and Decor Items to be determined		1	$21,998.00	$21,998.00
	One-time subtotal			$136,981.00
		Total		**$136,981.00**

Purchase terms

Seasonal Christmas Installations – 50% due upon approval, 50% due upon completion of work or November 15th, whichever comes first.

Signature

Signature

Date

Printed name

Questions? Contact me

Aubrey Wells
Senior Project Coordinator
Aubrey@cldaz.com

Christmas Light Decorators
3414 N Higley Rd
Mesa, AZ 85215
United States

Buckeye, City of - Pole Décor Install/Removal 2024

Buckeye, City of
530 Monroe Avenue
Buckeye, AZ 85326
United States

Kimberly Anderson
kanderson@buckeyeaz.gov
623-377-8041

Reference: 20240424-171545664
Quote created: April 24, 2024
Quote expires: May 24, 2024
Quote created by: Willie Haynes
Senior Project Coordinator
willie@cldaz.com

Comments from Willie Haynes

We look forward to working with you on this project! Please reach out to me with any questions.

Products & Services

Item & Description	Quantity	Unit Price	Total
Client Owned Pole Décor Assumes brackets are already in place and remain up year round	1	$0.00	$0.00
Pole Decor- Labor Labor - Install/Remove Client Owned Pole Décor	33	$219.00	$7,227.00
Storage Storage - Storage of client-owned décor. -(33) Various Pole decorations	1	$1,245.00	$1,245.00
	One-time subtotal		$8,472.00
		Total	**$8,472.00**

Purchase terms

50% due upon approval, 50% due upon completion of work or November 15th, whichever comes first.

Signature

Signature

Date

Printed name

Questions? Contact me

Willie Haynes
Senior Project Coordinator
willie@cldaz.com

Christmas Light Decorators
3414 N Higley Rd
Mesa, AZ 85215
United States

Buckeye, City of - Sundance Park Christmas 2024 Leased with Client Owned Tree

Buckeye, City of
530 Monroe Avenue
Buckeye, AZ 85326
United States

Kimberly Anderson
kanderson@buckeyeaz.gov
623-377-8041

Reference: 20240424-175619246
Quote created: April 24, 2024
Quote expires: November 1, 2024
Quote created by: Aubrey Wells
Senior Project Coordinator
Aubrey@cldaz.com
602-872-6400

Comments from Aubrey Wells

We look forward to working with you on this project! Please reach out to me with any questions.

Products & Services

Item & Description	Quantity	Unit Price	Total
Entry	1	$0.00	$0.00
6.8ft. Candy Cane Pillar Arch Leased - Candy Cane Pillar Arch, 175 lbs., Fiberglass	1	$4,944.00	$4,944.00
4ft. Matthew Gingerbread Leased - Matthew Gingerbread, 3.6'L x .65'W x 4.7'H, LED lit, Warm White and Fiberglass	1	$1,987.00	$1,987.00
10in. Custom Pole Wrap Leased - (2) 10in. X 9ft. Garland Pole Wrap, Custom, (2) 18in. Bows, Warm White LED, 18 lbs.	17	$323.40	$5,497.80

Item & Description	Quantity	Unit Price	Total
5.4ft. Archie Gingerbread Leased - Archie Gingerbread, 2.9'L x 3.9'W x 5.4'H, 44 lbs., Fiberglass	1	$1,194.00	$1,194.00
4ft. Ella Gingerbread Leased - Ella Gingerbread, 3'L x .65'W x 4'H, LED lit, Warm White and Fiberglass	1	$1,806.00	$1,806.00
5.9ft. Oliver Gingerbread Leased - Oliver Gingerbread, 2.9'L x 3.9'W x 5.9'H, 46 lbs., Fiberglass	1	$1,194.00	$1,194.00
14in. Custom Garland Leased - 14in. X 9ft. Decorated Garland, Custom, Warm White LED , 12.5 lbs.	12	$216.72	$2,600.64
Medium Tree Lighting Leased - 5mm LED Mini Light application, trunk and branch wrap, approx 13-17 strands per tree	3	$382.00	$1,146.00
Mini Lights - Ruby Red Leased - General lighting application, ruby red	34	$0.00	$0.00
Mini Lights - Green Leased - General lighting application, green	17	$0.00	$0.00
Medium Tree Cluster Lighting Leased - LED Cluster Light canopy application, approx 13-17 strands per tree	3	$656.00	$1,968.00
Cluster Lights - Warm White Leased - LED Cluster Lights, warm white, 5 clusters of 20 bulbs each, total 100 bulbs per strand, 4ft spacing between clusters	51	$0.00	$0.00
Chocolate Swamp	1	$0.00	$0.00
6.6ft. Chocolate Candy Tree Leased - Chocolate Candy Tree, 4.3'L x 3.2'W x 6.2'H, 101 lbs., Fiberglass	1	$1,176.00	$1,176.00
Small Misc Item - Warm White Lighting Leased - 5mm LED Mini Light Application, Warm White, Misc Application,Appx 3-7 strands per unit	2	$850.00	$1,700.00
12in. Warm White Grapevine Sphere	4	$118.00	$472.00

Item & Description	Quantity	Unit Price	Total
24in. Warm White Grapevine Sphere	6	$289.00	$1,734.00
9.5ft. Mountain Pine Tree Leased - 9.5ft. Mountain Pine Tree, Warm White LED, Mixed PE/PVC	1	$1,430.00	$1,430.00
9.5ft. Custom Tree Décor Package Leased - Custom Tree Décor Package, 9.5ft., Gold, Silver & Champagne Variety of Ornaments & Mesh	1	$500.00	$500.00
7.5ft. Champagne Tree	1	$687.00	$687.00
Chocolate Stump Bench	1	$1,035.00	$1,035.00
Chocolate Popsicle	1	$1,225.00	$1,225.00
Peppermint Forest	1	$0.00	$0.00
10ft. Red Tree	1	$1,200.00	$1,200.00
7.2ft. Candy Cane Leased - Candy Cane, 7.2'H, 95 lbs., Fiberglass	3	$992.00	$2,976.00
6.7ft. Candy Cane Leased - Candy Cane, 6.7'H, 50 lbs., Fiberglass	10	$570.00	$5,700.00
Peppermint Candy	4	$45.00	$180.00
Icicle Lights - Warm White Leased - Warm White Icicle Lights, 5mm LED, white wire, .04 amps	8	$59.95	$479.60
Icicle Lights - Red Leased - Red Icicle Lights, 5mm LED, white wire, .04 amps	8	$59.95	$479.60
Gumdrop Pass	1	$0.00	$0.00
10ft. Slim Lime Tree	1	$1,100.00	$1,100.00
9ft. Slim Navy Blue Tree	1	$980.00	$980.00

Item & Description	Quantity	Unit Price	Total
6.5ft. Gummy Bear Photo Pod Leased - Gummy Bear Photo Pod, 1.9'L x 3.9'W x 6.5'H, 115 lbs, Fiberglass	1	$1,145.95	$1,145.95
Gumdrop Pink 3ft Leased - Pink Gumdrop, 3ft, Fiberglass	3	$690.00	$2,070.00
Gumdrop Teal 3ft Leased - Gumdrop Teal 3ft, Fiberglass	2	$690.00	$1,380.00
Gumdrop Lime 3ft Leased - Gumdrop Lime 3ft, Fiberglass	2	$690.00	$1,380.00
Gumdrop Yellow 3ft Leased - Gumdrop Yellow 3ft, Fiberglass	3	$690.00	$2,070.00
12ft. Light Curtain - Warm White - Leased Leased - Warm White, 6'L x 12' H, Shimmer, Light Curtain	2	$1,100.00	$2,200.00
Lollipop Woods	1	$0.00	$0.00
10' Slim Purple Tree	1	$1,100.00	$1,100.00
7.5ft. Slim Pink Tree	1	$687.00	$687.00
BonPot - Pink Leased - BonPot, Pink with Warm white and twinkle LED lights	2	$1,200.00	$2,400.00
BonPot - Red Leased - BonPot, Red with Warm white and twinkle LED lights	1	$1,200.00	$1,200.00
BonPot - Purple Leased - BonPot, Purple with Warm white and twinkle LED lights	2	$1,200.00	$2,400.00
RGB Wall Washer Leased - RGB Wall Washer, 100W, 11 lbs, 18 Tri-Color LED Light Bank	2	$183.75	$367.50
24in. Spritzer - Pure White Leased - 24in. Spritzer, Pure White LED	12	$135.00	$1,620.00
Snowflake Lake	1	$0.00	$0.00

Item & Description	Quantity	Unit Price	Total
4.8ft. White and Silver Santa Sofa Leased - Santa Sofa, 4.8'L x 3.1'W x 4.8'H, 170 lbs., White and Silver Fiberglass	1	$2,047.00	$2,047.00
9.5ft. Slim Aqua Tree	1	$980.00	$980.00
5.5ft. Slim Sky Blue Tree	1	$490.00	$490.00
6.5ft. Silver Regal Illuminated Snowflake Leased - Regal Illuminated Snowflake, Silver Finish, Cool White LED, 6.5'H, 1.5 Amps, 106 lbs	2	$2,115.00	$4,230.00
12ft. Light Curtain - Warm White - Leased Leased - Warm White, 6'L x 12' H, Shimmer, Light Curtain	4	$335.00	$1,340.00
36in. Radiant Rope Light Snowflake, Cool White 36in. Radiant Rope Light Snowflake, Cool White LED	3	$150.00	$450.00
24in. Ropelight Snowflake - Cool White Leased - 24in. Ropelight Snowflake, Cool White LED, 3 AMPS	2	$85.00	$170.00
7.5ft. Polar Tree Décor Package Leased - Polar Tree Décor Package, 7.5ft., Gold, Silver & Champagne Variety of Ornaments & Mesh	1	$89.00	$89.00
Licorice Land	1	$0.00	$0.00
Licorice Tree	3	$1,176.00	$3,528.00
Mini Lights - Purple (Added to Licorice Trees) Leased - General lighting application, purple	20	$0.00	$0.00
Misc General Lighting Miscellaneous lighting application, for 3 licorice purple trees	3	$762.00	$2,286.00
Licorice Arch	1	$4,200.00	$4,200.00
RGB Wall Washer Leased - RGB Wall Washer, 100W, 11 lbs, 18 Tri-Color LED Light Bank	4	$183.75	$735.00

Item & Description	Quantity	Unit Price	Total
Large Canopy - Animated Snow Tube Leased - Animated LED Snow Fall Tubes, Various Sizes of Tubes, 18-21 Strands	1	$2,035.00	$2,035.00
Gingerbread	1	$0.00	$0.00
6.4ft. Gingerbread Tree Leased - Gingerbread Tree, 3.9'L x 3.7'W x 6.4'H, 55 lbs., Fiberglass	1	$1,569.00	$1,569.00
Gingerbread JOY 2'H x 5'L	1	$1,397.00	$1,397.00
Gingerbread in Making Photo Pod	1	$1,195.00	$1,195.00
Small Misc Item - Red Lighting Leased - 5mm LED Mini Light Application, Red, Misc Application,Appx 3-7 strands per unit	1	$290.00	$290.00
Small Misc Item - Amber Lighting Leased - 5mm LED Mini Light Application, Amber, Misc Application,Appx 3-7 strands per unit	1	$290.00	$290.00
Small Misc Item - Green Lighting Leased - 5mm LED Mini Light Application, Green, Misc Application,Appx 3-7 strands per unit	1	$290.00	$290.00
Small Misc. Item - Teal Lighting Leased - 5mm LED Mini Light Application, Teal, Misc. Application, Approximately 3-7 strands per unit	1	$290.00	$290.00
Small Misc. Item - Purple Lighting Leased - 5mm LED Mini Light Application, Purple, Misc. Application, Approximately 3-7 strands per unit	1	$290.00	$290.00
Small Misc. Item - Pink Lighting Leased - 5mm LED Mini Light Application, Pink, Misc. Application, Approximately 3-7 strands per unit	1	$290.00	$290.00
Peanut Acres	1	$0.00	$0.00
Grandma Nut House	1	$2,980.00	$2,980.00

Item & Description	Quantity	Unit Price	Total
7.5ft. Custom Tree Décor Package Leased - Custom Tree Décor Package, 7.5ft., Gold, Silver & Champagne Variety of Ornaments & Mesh	1	$89.00	$89.00
12ft. Light Curtain - Warm White - Leased Leased - Warm White, 6'L x 12' H, Shimmer, Light Curtain	2	$1,100.00	$2,200.00
Peanut Dog	3	$790.00	$2,370.00
Candy Castle	1	$0.00	$0.00
16ft. Tower Tree - Labor Labor - Install Client owned 16FT Commercial Frame Tower Tree, 11'D, Warm White LED, 4.1 amps,	1	$3,032.00	$3,032.00
16ft. Custom Tower Tree Décor Package Leased - Custom Tree Décor Package, 16ft., Red, Gold, & Green Variety of Ornaments & Mesh	1	$1,085.00	$1,085.00
7.2ft. Candy Sleigh Leased - Candy Sleigh, 7.2'L x 4.6'W x 3.8'H, 227 lbs., Fiberglass, 2 person	1	$2,628.00	$2,628.00
5.5ft. Slim Red Tree	1	$490.00	$490.00
10ft. Slim Orange Tree	1	$1,100.00	$1,100.00
9ft. Slim Lime Tree	1	$980.00	$980.00
6.5ft. Slim Pink Tree	1	$579.00	$579.00
4.5ft. Slim Purple Tree	1	$395.00	$395.00
24in Pink Sphere	6	$289.00	$1,734.00
24in Purple Sphere	6	$289.00	$1,734.00
24in. Blue Sphere Leased - 24in. Metal Sphere, Blue, 24in.D, 12 lbs., Lighted Sphere	6	$289.00	$1,734.00

Item & Description	Quantity	Unit Price	Total
14in Red Sphere	6	$152.00	$912.00
14in. Teal Sphere Leased - 14in. Metal Sphere, Teal, 14in.D, 5 lbs, lighted sphere	6	$152.00	$912.00
Fence line/Exit	1	$0.00	$0.00
40ft. Happy Holidays Gingerbread Sign	1	$6,410.00	$6,410.00
Misc.	1	$0.00	$0.00
Custom Vinyl Sidewalk Decals	55	$150.00	$8,250.00
3.5ft. Gingerbread Man Leased - Gingerbread Man, 3.5ft H, Fiberglass	10	$390.00	$3,900.00
Custom pedestal with RGB spheres at Base of Entry Sign	2	$495.00	$990.00
Decor - Custom Item, Leased Lease - Custom Item	1	$0.00	$0.00
Rotating Image Projector Leased - Ultimate LED Projector, Black, .4 Amps, 9 lbs, Rotating Image, Projection up to 40FT, 70 degree lens, Warm White	2	$2,577.00	$5,154.00
Stainless Steel Gobo Leased - Stainless Steel Gobo	2	$0.00	$0.00
Music Controller Leased - Music Controller with Schedule	2	$995.00	$1,990.00
PA Speaker Leased - PA Speaker, Tower Tree Application	3	$195.00	$585.00
RGB Orb Lights Lease - RGB Orb Lights, Color Changing Light Strand	6	$195.00	$1,170.00
9.5ft. Mountain Pine Tree Leased - 9.5ft. Mountain Pine Tree, Warm White LED, Mixed PE/PVC	1	$1,430.00	$1,430.00

Item & Description	Quantity	Unit Price	Total
7.5ft. Tree Leased - 7.5 ft.Tree, 4.6'D, Warm White LED, 1,454 Tips	1	$819.00	$819.00
14in Purple Sphere Leased - 14in. Metal Sphere, Purple, 14in.D, 5lbs, Lighted Sphere	1	$0.00	$0.00
14in Pink Sphere Leased - 14in. Metal Sphere, Pink, 14in.D, 5lbs, Lighted Sphere	2	$0.00	$0.00
14in Amber Sphere Leased - 14in. Metal Sphere, Amber, 14in.D, 5lbs, Lighted Sphere	1	$0.00	$0.00
24in Red Sphere Leased - 24in. Metal Sphere, Red, 24in.D, 12lbs., Lighted Sphere	1	$0.00	$0.00
24in Pink Sphere Leased - 24in. Metal Sphere, Pink, 24in.D, 12lbs., Lighted Sphere	1	$0.00	$0.00
24in Purple Sphere Leased - 24in. Metal Sphere, Purple, 24in.D, 12lbs., Lighted Sphere	2	$0.00	$0.00
	One-time subtotal		$149,545.09
	Total		**$149,545.09**

Purchase terms

50% due upon approval, 50% due upon completion of work or November 15th, whichever comes first.

Signature

Signature

Date

Printed name

Questions? Contact me

Aubrey Wells
Senior Project Coordinator
Aubrey@cldaz.com
602-872-6400

Christmas Light Decorators
3414 N Higley Rd
Mesa, AZ 85215
United States

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
SAGUARO SUMMIT LLC DBA CHRISTMAS LIGHT DECORATORS

SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING
CONTRACT NO. 2025151

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of _____ between the City of Buckeye, an Arizona municipal corporation (the "City"), and Saguaro Summit LLC dba Christmas Light Decorators, an Arizona limited liability company (the "Contractor").

WHEREAS, after a competitive procurement process numbered RFP-122022-038, which is documented in the Award attached hereto as part of Exhibit A, City of Scottsdale and Contractor entered into Contract No. 1578RFP23, dated May 11, 2023 (such contract and subsequent amendments thereto herein referred to as the "City of Scottsdale Contract"), which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the City is permitted by Section 24-3-16 of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing contract; and

WHEREAS, the Contractor has made a proposal to the City, which is attached hereto as **Exhibit B** and incorporated herein by reference (the "Contract"); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the City of Scottsdale Contract, by issuing this Addendum to said contract.

THEREFORE, the City now enters into this Addendum with the Contractor for the goods and services set forth in the Proposal. This Addendum incorporates the terms and conditions of the City of Scottsdale Contract, except to the extent superseded herein. All references in the City of Scottsdale Contract to City of Scottsdale shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth below for approval and remain in effect for the remainder of the City of Scottsdale Contract's term unless such term is modified or extended pursuant to the terms of the City of Scottsdale Contract. Payments to the Contractor shall be calculated in accordance with the Fee Schedule, which is attached hereto as part of **Exhibit B**, in a total amount not to exceed **$300,000.00**.

FURTHER, this Addendum is subject to cancellation pursuant to ARS §38-511.

FURTHER, to the extent applicable, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Addendum and may result in the termination of this Addendum by the City. The City retains the

right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

FURTHER, to the extent applicable, the Contractor warrants that it is not participating and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

FURTHER, to the extent applicable under ARIZ. REV. STAT. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of this Agreement that it will not use (i) the forced labor of ethnic Uyghurs in the Peoples Republic of China ("ethnic Uyghurs"), (ii) any goods or services produced by the forced labor of ethnic Uyghurs, or (iii) any Contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs. If Contractor becomes aware that it is not in compliance with this paragraph, Contractor shall notify the City of the noncompliance within five (5) business days of becoming aware of it. If Contractor fails to provide a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy period, in which case this Agreement terminates on the Agreement termination date.

FURTHER, the Parties agree that the Addendum and Exhibits thereto shall be governed by State of Arizona law and suits pertaining to the Addendum and Exhibits thereto may only be brought in courts located in Maricopa County, Arizona.

FURTHER, all modifications, including but not limited to service additions and deletions, will be made in writing and with the written agreement of both parties.

FURTHER, in the event of any inconsistency between this Addendum, the City of Scottsdale Contract, and Exhibit B, the documents shall govern in that order.

CLICKWRAP TERMS EXCLUDED, in the event the Consultant's terms of sale or service were provided to the City only upon "acceptance" of a "clickwrap" or "clickthrough" agreement, such terms of sale or service shall not be binding upon the City. No oral agreement, "clickwrap" or "clickthrough" agreement or other understanding shall in any way modify a City issued or approved contract or the terms of this Cooperative Contract Purchase Addendum (CCPA).

THEREFORE, the Parties have executed this Addendum as of the date first set forth above.

CITY

THE CITY OF BUCKEYE,

an Arizona Municipal corporation

_____

Dan Cotterman, City Manager

CONTRACTOR

SAGUARO SUMMIT LLC DBA
CHRISTMAS LIGHT DECORATORS,
an Arizona limited liability company

By: Aubrey Wells

Its: Senior Project Coordinator

ATTEST:

_____

Lucinda Aja, City Clerk

RECOMMENDED:

_____

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

_____

K. Scott McCoy, City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAApWnyxy5N9N5SAiWUZnJ7iLZ1EHW2GG7H

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025151

City of Scottsdale Contract

See following pages.

City of Scottsdale

Contract Extension

Solicitation Number	1578RFP23
Title	Seasonal, Holiday and Special Event Décor and Lighting
Contractor	Christmas Light Decorators
Date	2/13/24
Description	Contract Extension #1 (Year 2 of 5)
Contract Change	**Effective May 14, 2024 to May 13, 2025** The City of Scottsdale hereby extends Contract 1578RFP23, all terms, conditions and pricing shall remain the same as the initial contract. Contract terms and conditions require **current** certificates of insurance to be on file with the City during the contract term. Failure to do so may render this extension void. The required insurance limits are listed in the original contract.

Contractor

Saguaro Summit LLC, dba Christmas Light Decorators
Christmas Light Decorators

By: Aaron Farrelly 2/15/2024
Signature Date

Aaron Farrelly
Printed Name

CEO/Owner
Title

City of Scottsdale

By: Cheryl Sumners 2/15/2024
Cheryl Sumners Date
Contract Administrator

By: Lynn Gustafson 2.15.24
Lynn Gustafson Date
Purchasing Supervisor

06/26/2018 #8904356-v4

PRICING PROPOSAL FORM	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

All costs must be all inclusive for the scope of work, within the fixed firm price, and no amounts over and above the Bidder's proposed fees will be paid for each type of Definition for the areas as listed:

A. SEASONAL DÉCOR and LIGHTING (as described in Section 6.2 & 5.2 [i.e. install, maintain, remove in addition to design]):

ITEM	DESCRIPTION	Approximate # of lights	TOTAL COST
1)	Area 1 with high definition design	_____	$ NA
2)	Area 2-6 with moderate definition design	_____	$ NA
3)	Area 7-8 with subtle definition design	_____	$ NA
TOTAL COST FOR SEASONAL LIGHTING:			**$ NA**

B. HOLIDAY DÉCOR and LIGHTING (as described in Section 6.2 & 5.2 [i.e. install, maintain, remove in addition to design]):

ITEM	DESCRIPTION	Approximate # of lights	TOTAL COST
1)	Area 1with high definition design	250,000	$ 196,000.00
2)	Area 2-6 with moderate definition design	35,000	$ 89,000.00
3)	Area 7-8 with subtle definition design	4,800	$ 5,000.00
		TOTAL COST FOR HOLIDAY LIGHTING:	**$ 290,000.00**

C. SPECIAL EVENT DÉCOR and LIGHTING FOR ATTACHED EXHIBIT "B" – SAMPLE SPECIAL EVENT REQUEST (tasks as described in Section 6.4) (An average of the three ~~displays;~~ elaborate, moderate and subtle will be used for price evaluation purposes):

ITEM	DESCRIPTION	QTY	UOM	COST	TOTAL COST
1)	Special Event-Elaborate Display	1	DAY	$_____	$ TBD
2)	Special Event-Moderate Display	1	DAY	$_____	$ TBD
3)	Special Event-Subtle Display	1	DAY	$_____	$ TBD
				TOTAL COST FOR SPECIAL EVENT ALL DISPLAY TYPES:	$ TBD
				AVERAGE SPECIAL EVENT COST (Total cost ÷ 3):	**$ TBD**

COMPANY NAME: Christmas Light Decorators

PRICING PROPOSAL FORM

SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING

RFP-122022-038

E. MCCORMICK-STILLMAN RAILROAD PARK (as described in Section 6.5)

ITEM	DESCRIPTION	TOTAL COST
1)	Elaborate Holiday Décor and Lighting Display for McCormick-Stillman Railroad Park:	$ 75,000.00
	TOTAL COST FOR MCCORMICK-STILLMAN RAILROAD PARK:	$ 75,000.00

F. GRAND TOTAL OF TABLES A - E:B

ITEM	DESCRIPTION	TOTAL COST
A	Total Cost for Seasonal Décor and Lighting (Including Design Fees)	$ included in holiday
B	Total Cost for Holiday Décor and Lighting (Including Design Fees)	$ 75,000.00
C	Average Cost for Special Event Décor and Lighting (Including Design Fees)	$ included in holiday
D	Total Cost for McCormick-Stillman Railroad Park (Including Design Fees)	$ 75,000.00
	GRAND TOTAL FOR A-E:	$ 75,000.00

G. **GRAND TOTAL OF TABLES A – E** (Without the Design fee/cost for any contract extensions where the City uses one of the original designs submitted with Bidders proposals or a design from a prior contract year). *This pricing will not be evaluated as part of price evaluation, but will become part of contract pricing for the awarded Bidder:*

ITEM	DESCRIPTION	TOTAL COST
A	Total Cost for Seasonal Décor and Lighting (Less any Design Fees)	$ NA
B	Total Cost for Holiday Décor and Lighting (Less any Design Fees)	$ NA
C		$
D	Average Cost for Special Event Décor and Lighting (Less any Design Fees)	$ NA
E	Total Cost for McCormick-Stillman Railroad Park (Less any Design Fees)	$ NA
	GRAND TOTAL FOR A-E:	$ NA

H. MCCORMICK-STILLMAN RAILROAD PARK (As described in Section 6.5 with Elaborate & Subtle Designs) *This pricing will not be evaluated as part of price evaluation; but will become part of contract pricing for the awarded Bidder*:

ITEM	DESCRIPTION	TOTAL COST
1)	Elaborate Seasonal/Holiday Lighting Display for McCormick-Stillman Railroad Park:	$ 75,000.00
2)	Subtle Seasonal/Holiday Lighting Display for McCormick-Stillman Railroad Park:	$ 61,000.00

COMPANY NAME: Christmas Light Decorators

PRICING PROPOSAL FORM	
	SEASONAL, HOLIDAY AND EVENT DÉCOR & LIGHTING **RFP-122022-038**

*****TAXES***

1.	Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

ADDENDA

The Bidder hereby acknowledges that his bid/proposal pricing is based on all of the addenda that were issued by the City prior to the opening of this bid/proposal.

NO BID: If no bid please state reason:

COMPANY NAME: Christmas Light Decorators

CITY OF SCOTTSDALE
CITY SERVICES CONTRACT

THIS CONTRACT entered into this 11 day of May 2023, by and between the City of Scottsdale, an Arizona Municipal Corporation, the "City", and Christmas Light Decorators, the "Contractor".

WITNESSETH

The City desires to contract for Seasonal, Holiday and Special Event décor light displays throughout specified areas of the City on an as needed basis.

The Contractor is duly qualified to perform the requested non-professional services.

In consideration of the mutual promises and obligations, the parties agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor will act under the authority and approval of the Contract Administrator for the City, named below, to provide the services required by this Contract.

1.1 SERVICE DESCRIPTION

The City of Scottsdale has contracted for the installation and maintenance of the seasonal and holiday décor and lighting in downtown Scottsdale (Old Town) and McCormick Stillman Railroad Park to enhance the visitor experience during the holidays, special events and seasonal events. Décor and lighting ranges from elaborate, moderate, or subtle depending on the area and the time of year.

Additionally, the City of Scottsdale utilizes horizontal and vertical street pole banners to promote seasonal events throughout the year. Banners are provided to the Contractor, or delivered directly to their warehouse, to be hung in one or more of the following locations:

Old Town Scottsdale Horizontal Banners – 2 locations
- Scottsdale Rd. at Rancho Vista Drive
- Scottsdale Rd. at Earll Drive

Vertical Banners – 194 locations; 78 in North Scottsdale and 116 in Old Town Scottsdale
- Frank Lloyd Wright Blvd. (78)
- Old Town Couplets (116)
    - Drinkwater from Scottsdale Rd to Earll (*47*)
    - Goldwater from Scottsdale Rd to Osborn (*69*)

The entire Request for Proposal No. RFP-122022-038 identified as SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR AND LIGHTING is incorporated herein by this reference as fully as if written out below. Contractor's proposal submitted in response to Request for Proposal Number RFP-122022-038 and dated February 23, 2023 incorporated herein by this reference as fully as if written out below. If any provision incorporated by reference from the Request for Proposal conflicts with any provision of the Contractor's proposal, the provision of the Request for Proposal will control. If any provision of the Contractor's proposal, including but not limited to any limitation of liability or disclaimer of warranty language, conflicts or is in any way inconsistent with any provision of this Contract, this Contract will control.

1.2 ACCEPTANCE AND DOCUMENTATION

A. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.
B. The City will provide all necessary information to the Contractor for timely completion of the tasks specified in Section 1.1 above.
C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Contractor.

2.0 BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

The time spent for each task must be recorded and submitted to the Contract Administrator. Contractor must maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make these materials available for audit by the City in accordance with Section 4.7 of this Contract.

2.2 FEE SCHEDULE

The amount paid to Contractor inclusive of all expenses under this Contract will not exceed $333,800.

Contractor may submit work in progress billings for services rendered together with applicable documentation as directed by the Contract Administrator.

2.3 PAYMENT APPROVAL

All charges must be approved by the Contract Administrator before payment.

2.3.1 PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days after approval by Contract Administrator. In no event will payment be made prior to receipt of an original invoice containing invoice and proper reference numbers. The City is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below:

BlueInk Bundle ID: DINmzZBJvW

City of Scottsdale
Accounts Payable
7447 E. Indian School Road, Ste 210
Scottsdale, Arizona 85251-4468

3.0 TERM, EXTENSION, TERMINATION

3.1 TERM AND EXTENSION

The term of this Contract shall be for a one (1) year period from the effective date of the contract award.

The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director and/or City Council, depending on the Contract.

3.2 TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part of this contract for its sole convenience with 30 days' written notice. In the event of any termination, Contractor must immediately stop all work, and must immediately cause any of its suppliers and Subcontractors to cease all work. As compensation in full for services performed to the date of any termination, the Contractor will receive a fee for the percentage of services actually completed. This fee will be in the amount to be mutually agreed upon by the Contractor and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Contractor's compensation will be based upon this determination. The City will make this final payment within 60 days after the Contractor has delivered the last of the partially completed items. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or Subcontractors, which Contractor could reasonably have avoided.

Cancellation for Cause: City may also cancel this contract or any part of this contract with 7 days' notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator or failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this contract for cause. In the event of cancellation for cause, City will not be liable to Contractor for any amount, and Contractor will be liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section.3.2.

BlueInk Bundle ID: DINmzZBJvW

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges under this contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Contractor at least 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 this period.

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified. 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 is governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

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

4.4 ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

4.5 SUCCESSORS AND ASSIGNS

This Contract extends to and is binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which Contractor sells its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City is Jackie Contaldo, Old Town Marketing Manager, or designee. The Contract Administrator will oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements. The Contractor will channel reports and special requests through the Contract Administrator.

4.7 RECORDS AND AUDIT RIGHTS

Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this contract are open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees in accordance with the terms of the contract. The City's authorized representative must be given access, at reasonable times and places, to all of the
Contractor's records and personnel in accordance with the provisions of this article throughout the term of this contract and for a period of 3 years after last or final payment.

Contractor must require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Section by insertion of these contract requirements in a written contract agreement between Contractor and payee. These requirements will also apply to any and all Subcontractors.

If an audit in accordance with this Section, discloses overcharges, of any nature, by the Contractor to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Contractor's invoices and/or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

4.8 ATTORNEY'S 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, the prevailing party will 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 will be considered to have accrued on the commencement of the action and will be enforceable whether or not the 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 offeror on the solicitation for which they prepared the specification.

4.10 INDEPENDENT CONTRACTOR

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

City will not withhold income tax as a deduction from contractual payments unless required under federal or state law. 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 City 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 City'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 Contractor to any other party to the contract with respect to the subject matter of the contract. The cancellation will be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. §38-511).

4.12 NOTICES

All notices or demands required to be given in accordance with the terms of this Contract must be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

Christmas Light Decorators,
Aaron Farrelly,
3414 N Higley Rd.
Mesa, AZ 85215
480-967-1122 ext 101

In the case of City:

Tourism & Events,
Jackie Contaldo,
7447 E. Indian School Rd. Suite 301,
Scottsdale, AZ 85251
480-312-2459

Notices will be considered received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.13 FORCE MAJEURE

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

4.14 TAXES

Contractor will be solely responsible for any and all tax obligations which may result from the Contractors performance of this contract. The City will have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.15 ADVERTISING

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale Contract Administrator and by the City Attorney.

4.16 COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract will be considered to possess the full force and effect of the original.

4.17 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.

4.18 SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract. The approval of the City must be obtained before the addition of any Subcontractors.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor.

4.19 CHANGES IN THE WORK

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

The City 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 approval by the City.

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

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4.20 CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Contract may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

4.21 COMPLIANCE WITH FEDERAL AND STATE LAWS

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

4.22 IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

4.23 LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

PERSONS is defined as all-NATURAL PERSONS / INDIVIDUALS / SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations Limited Partnerships or General Partnerships)*

By submitting your quote, bid, proposal and/or indicating your desire to enter in a contract with the City you are agreeing that if you are selected as the awardee and meet

BlueInk Bundle ID: DINmzZBJvW

the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion before issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation, please indicate date of submittal. If your acceptable Affidavit is already on file with the City, that filing satisfies this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non-responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the Purchasing Department at (480) 312-5700 or the Purchasing web site at http://www.scottsdaleaz.gov/Purchasing on the lower right side of the page under Forms.

4.24 ISRAEL BOYCOTT PROHIBITION

By executing this contract, Christmas Light Decorators, certifies that it is not currently engaged in and will not for the duration of this contract engage in boycott activity proscribed by A.R.S. § 35-393 et seq.

4.25 FORCED LABOR OF ETHNIC UYGHURS

Contractor warrants and certifies that it does not currently, and agrees for the duration of the contract that it will not, use:

1) The forced labor of ethnic Uyghurs in the People's Republic of China.
2) Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3) Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Contractor becomes aware during the term of the Agreement that the Contractor is not in compliance with this paragraph, the Contractor shall notify the City within five business days after becoming aware of the noncompliance. Failure of Contractor to provide a written certification that the Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

4.26 NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

4.27 INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, 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, 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 act or omission, negligence, recklessness, or intentional wrongful conduct by Contractor 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.

Insurance provisions 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 section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.28 CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

5.0 INSURANCE

A current standard Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

Additionally, Certificates of Insurance submitted without referencing an RFP and Contract number may be subject to rejection and returned or discarded.

5.1 Insurance Representations and Requirements

5.1.1 General: Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, Contractor must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with

insurance companies properly 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 City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

5.1.2 No Representation of Coverage Adequacy: By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by in this Contract but has no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor may it be construed or considered a waiver of Contractor's obligation to maintain the required insurance at all times during the performance of this Contract.

5.1.3 Coverage Term: All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

5.1.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

5.1.5 Policy Deductibles and or Self-Insured Retentions: The policies stated in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.1.6 Use of Subcontractors: If any work under this agreement is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.1.7 Evidence of Insurance and Required Endorsements: Before beginning any work or services under this Contract, Contractor must furnish City of Scottsdale 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 in this Contract and provide the required coverage, conditions, and limits of coverage and that any coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage, but any acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it will be Contractor's responsibility to forward renewal Certificates within 10 days after the renewal date containing all the aforementioned insurance provisions. Certificates will specifically cite the following provisions endorsed to the Contractor's policy:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
   a) Commercial General Liability
   b) Auto Liability
   c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.

4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

5.2 **Required Coverage**

5.2.1 Commercial General Liability: Contractor must 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 a $2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope then underlying.

5.2.2 Vehicle Liability: If any vehicle is used in the performance of the Scope of Work that is the subject of this Contract, the Contractor must maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope then underlying. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing $5,000,000 per occurrence limits of liability for bodily injury and property damage.

5.2.3 Workers Compensation Insurance: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit. If the Contractor is a sole proprietor or a single member limited liability company with no employees and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Contract will remain in full force and effect and that term or provision will be considered deleted.

6.2 AUTHORITY

Each party 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.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Upon request, the Contractor shall provide the required I.R.S. W-9 Form which is available from the IRS website at www.IRS.gov under their forms section.

8.0 DONATIONS

No donations allowed. To avoid the appearance of impropriety, Contractor shall not make any donation to the City, of any goods or services during the term of this Agreement, unless it has specifically been approved by the City Manager or designee.

BlueInk Bundle ID: DINmzZBJvW

CONTRACTOR:

Christmas Light Decorators
Company Name

By: _____ 5/26/23 09:02 MST
Signature

Aaron Farrelly
Printed Name

CEO/Owner
Title

3414 N. Higley Rd., Mesa, AZ 85215
Company Address

CITY CONTRACT ADMINISTRATOR:

By: _____ 5/26/23 11:42 MST
Jackie Contaldo, Old Town Marketing Manager

CITY OF SCOTTSDALE

CITY OF SCOTTSDALE REVIEW:

By: Robert Schoepe 5/26/23 15:02 MST
Robert Schoepe, CPM
Purchasing Director

By: George Woods Jr. 5/26/23 14:57 MST
George Woods
Risk Management Director

APPROVED AS TO FORM:

By: _____ 5/26/23 12:02 MST
Sherry R. Scott, City Attorney
Eric C. Anderson
Senior Assistant City Attorney

BlueInk Bundle ID: DINmzZBJvW

ACORDtm	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YY)

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

SAMPLE — Use Most Current Form from Acord

INSURED

THIS MUST MATCH EXACTLY TO THE CONTRACTOR NAME AND INFORMATION AS LISTED IN THE CONTRACT OR SCOPE OF WORK.

CONTACT NAME:	
PHONE (A/C. No. Ext):	Fax (A/C. No):
E-MAIL ADDRESS:	
PRODUCER CUSTOMER ID#:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY						EACH OCCURENCE	$
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$
	CLAIMS MADE ☐ CCCUR	☐	☐				MEDICAL EXP (Any One Person)	$
							PERSONAL & ADV INSURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐POLICY☐PROJECT☐LOC						PRODUCTS – COMP/OP AGG	$
	AUTOMOBILE LIABILITY ANY AUTO	☐	☐				COMBINED SINGLE LIMIT (Ea accident)	$
	ALL OWNED AUTOS						BODILY INJURY (Per person))	$
	SCHEDULED AUTOS							
	HIRED AUTOS						BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS							
							PROPERTY DAMAGE (Per Accident)	$
	Umbrella Liab ☐OCC						EACH OCCURRENCE	$
	Excess Liab ☐CLAIMS MADE	☐	☐				AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐	N/A	☐				WC STATU-TORY LIMITS	OTHER
							EL EACH ACCIDENT	$
							EL DISEASE . POLICY LIMIT	$
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS BELOW:						EL DISEASE . EA EMPLOYEE	$
		☐	☐					

Description of Operations/Locations/Vehicles (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. Insert Contract # or Purchase Order #

CERTIFICATE HOLDER	CANCELLATION
City of Scottsdale **Attn: (City of Scottsdale Buyer or Bid & Contract Staff Name)** **9191 E. San Salvador Drive** **Scottsdale, AZ 85258**	**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

SAMPLE

REQUEST FOR PROPOSAL

#RFP-122022-038

SEASONAL, HOLIDAY AND SPECIAL

EVENT DÉCOR AND LIGHTING

ADDENDUM #1

FEBRUARY 17, 2023

NOTICE TO ALL BIDDERS AND PLAN HOLDERS

The Solicitation is amended by the following clarifications/changes/additional information. If any provision in this Addendum conflicts with any existing provisions in the Solicitation, this Addendum will control. All other terms, conditions, and provisions of the Solicitation remain in effect as published.

BID SUBMITTAL DEADLINE

The project closing date / submittal due date and time remains the same for 2:00 P.M., LOCAL TIME, FEBRUARY 23, 2023.

BIDDER QUESTIONS AND ANSWERS

The following are Questions (Q#) and Answers (A#) the City received during the Question Submittal period.

Q1 Do any businesses do their own decorating or lighting that might be within the listed areas in the scope of work?

A1 The Waterfront Residential wraps some of their palm trees on the north side of the Arizona Canal Banks. We do not "include" this as part of our seasonal décor, rather it's complementary to it.

Q2 Is there any decor that is owned by you that will be on display or need to be installed by the selected company?

A2 We own a tree-topper decoration that would sit atop a rented Christmas tree.

Q3 What is the budget for the 2023 season?

A3 Tourism & Events:

- $290,000 for seasonal lighting and event décor
- $17,000 to hang and remove banners.

McCormick Stillman Railroad Park:

- $75,000

Q4 Who makes and designs the banners?

A4 The city or the organization utilizing the hanging banner program.

Q5 How many trees get decorated?

A5 Approximately 150

Q6 Is there any decorating done by the City in other departments that could possibly be confusing as we look at past photos we can find?

A6 No other departments other than those included in the RFP: Tourism & Events and McCormick Stillman Railroad Park

Q7 Can you list three Styles that best describe your vision for this project?

A7 It changes yearly, so we would go over the theme each year with the contractor. For the basis of this response, they can use a traditional holiday palette/style (red, green, white, gold, etc.).

Q8 Are there any installations during the seasonal decor install that we need to be aware of or complement?

A8 We would rent wreaths to be hung on approximately 5-10 pieces of public art. Occasionally we might hang décor across the north and south canal banks (east of the Marshall Way Bridge), and sting lights from the top of the Soleri Bridge pylons.

Q9 On Page 25 under the proposed price schedule, this is not clear for us. Can you elaborate or provide an example of what you are looking for here?

A9 See "Specification Changes" below.

Q10 Are you open to a lightshow animated to music?

A10 We could consider it, but have limited areas where this could take place. The Arizona Canal Banks (waterfront) would not be a feasible area.

Q11 Page 24, under Industry Knowledge/Additional information. Bullet 2 is incomplete can you elaborate?

A11 Identify your company's familiarity with Seasonal Holiday and Special Event Décor and Lighting processes.

Q12 Within the downtown area are there trees that remain lit year round with city of Scottsdale owned mini lights. If so, where and how many of these trees exist so as not to include them in the seasonal holiday tree count.

A12 There are 4 palms wrapped in the Arts District. These lights are taken down every 3 years or so to allow for trimming and tree expansion, then rewrapped. There are 3-4 trees wrapped near the Center of the Performing Arts now, but those are temporary until the Civic Center fully opens. Then they will be removed. With the exception of the Arts District, it is not our process to keep trees wrapped all year long, for multiple reasons but mostly maintenance.

Q13 I noticed in 2020 you had 215 sphere installed. 43 in teal,43 warm white, 43 cool white, 43 pink, 43 purple where were they installed and did you install them in 2022?

A13 I believe this is in reference to the 5th Ave Shopping district. The décor changes seasonally. Some years we have décor or lighting where we didn't have it previously. Last year, we did not have the spheres and instead had 3ft elves staked in the planters. It will be common for décor to be changed around so that the areas decorated and lit stay fresh and exciting for visitors and locals that return year after year.

Q14 The banners are provided to the contractor, is the contractor responsible for the cost to make them?

A14 There is no cost to the contractor for the banners. How many banners and where they are located can be found on page 4. We have a banner program that events can utilize to promote their events. The banners are hung in the locations outlined on page 4. We have approximately 8-10 events utilize the program annually.

Q15 Is it permitted to propose or install decor that has been used previously in other locations within the city of Scottsdale as part of this holiday scope?

A15 Yes.

Q16 Currently are there any city owned decor items that would need to be installed as part of this holiday scope. If so are these items stored at a city facility or would they need to be installed at the vendors warehouse.

A16 A sole tree topper that the city owns is placed on the holiday tree every year. The contractor would store this topper at their facility. The city owns one other piece of décor, which is the "Scottsdazzle" sign. This is stored and installed by the city.

Q17 Can you please provide dates, names of the events that take place throughout the year.

A17 Scottsdazzle (Saturday after Thanksgiving through Dec 31) and Holiday Lights at McCormick Stillman Railroad (Late November through Dec 30).

Q18 It states that decor and lighting displays to be operational to April 30th? is this correct?

A17 Lighting and displays are mainly up for the Holiday season (November through December). We added through April in case someday it made sense for Spring Training.

Q19 Page 21 of 43 states that offerors may be invited to make a -presentation and will be evaluated and scored. can you explain the scoring procedure? -who consists of the evaluation committee?

A19 If vendors are called back, they will be evaluated according to the evaluation criteria listed in the RFP. The Evaluation Committee is made up of City employees.

Q20 Can you please define the dates to define seasonal, holiday and special events?

A20 Scottsdazzle (Saturday after Thanksgiving through Dec 31) and Holiday Lights at McCormick Stillman Railroad (Late November through Dec 30). Other may arise in the future but will be estimated on an as needed basis.

Q21 What are the special events and seasonal lighting and decor to be designated?

A21 Reference page 7, item F, as well as Exhibit A (Area Map). Additionally, as mentioned on page 9, there is décor and lighting needs at McCormick Stillman Railroad Park.

Q22 Would you like the fall festival event to be the designed event, or is the city looking for quotes for each event?

A22 The "Fall Festival" (Exhibit B, page 43) is a sample only – of how the city might present a need for lighting to the contractor. From there, the contractor would provide an estimate for the work/lighting/décor.

Q23 What is the max budget allocated for this project?

A23 See A3

Q24 Is there a maximum number of pages for the submittal besides the firm and staff summary letter?

A24 No

Q25 Are the existing overhead lighting part of the seasonal/ if so what else is classified seasonal that is existing?

A25 No existing seasonal lighting. If they are referring to the festoon lighting up around town that is permanent and up year-round. It is serviced by another contract and not related to this RFP.

Q26 Are there any other affiliates responsible for the cost of the displays and lighting that I saw this year at the specified locations?

A26 No

Q27 What special events were done in the past or considered in the future and where?

A27 Occurs annually: *Scottsdazzle (Saturday after Thanksgiving through Dec 31) and Holiday Lights at McCormick Stillman Railroad (Late November through Dec 30). Others may arise in the future but will be estimated on an as needed basis. **Scottsdazzle occurs in Old Town Scottsdale.*

Q28 Please define the vertical banners, when & quantity at each installation or event?

A28 Page 4, Item 1 will outline how many banners and where. This is part of an event marketing program we make available to events –we are averaging 8-10 organizations or groups that utilize the program. They have their banners printed, delivered to the contractor, who hangs them – and then later removes them when the event has passed.

Q29 Is the hardware already installed and do they stay?

A29 The hardware for the banners is fixed but may need replacement from time to time. Contractor would be responsible for the install, but the city would cover labor and materials.

Q30 Could you provide examples that was done in the past for high, moderate and subtle definition designs?

A30 We are looking for your suggestions based on the budget and the locations provided. It is not necessary to base a response on what has been done prior. This is an opportunity to be creative.

SPECIFICATION CHANGES TO # RFP-122022-038

A. Proposed Price Schedule page 24/25:

Remove

END OF ADDENDUM #1
Lynn Gustafson,
Purchasing Supervisor
lgustafson@scottsdaleaz.gov

Revised 06/09/2020 – Doc #12379668-v3

	ISSUING AGENCY – CITY OF SCOTTSDALE
	FORMAL REQUEST FOR PROPOSAL **SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING** **RFP # RFP-122022-038**

CRITICAL DATES

PROPOSAL SUBMITTAL DUE:	**2:00 P.M. LOCAL TIME, FEBRUARY 23, 2023**
QUESTIONS DUE:	**10:00 A.M. LOCAL TIME, FEBRUARY 15, 2023**

SUBMITTAL RECEIPT AND OPENING

The City of Scottsdale is utilizing Bonfire Interactive to provide a procurement portal that allows access to business opportunities and to submit bids and proposals electronically. If you are not registered as a City of Scottsdale Bonfire vendor visit the Bonfire portal at City of Scottsdale, AZ (bonfirehub.com) then follow the link to the Bonfire vendor registration page to register your company. Registration is easy and free. If you have any challenges with the registration process, please contact Bonfire Interactive Support at support@gobonfire.com.

SEALED SOLICITATION SUBMITTALS WILL BE ELECTRONICALLY RECEIVED until the time and date stated in the portal and in the **CRITICAL DATES** section of the solicitation document. It shall be the responsibility of the proposer to confirm that proposals contain all required documents and are submitted electronically through the City of Scottsdale procurement portal at: City of Scottsdale, AZ (bonfirehub.com).

LATE SUBMITTALS WILL NOT BE ACCEPTED and will be automatically rejected by the system**.** The Purchasing office will conduct a remote/online Microsoft Teams Live Event meeting for the public opening of the solicitation. To virtually attend this meeting, visit us online by clicking the following link RFP-122022-038

It is strongly recommended you begin your submission upload process at least one(1) day prior to the deadline. Any technical or internet-related issues that may arise during your submission are not grounds to extend the deadline.

INFORMATION REQUESTS

Requests for any information relating to this solicitation should be directed to the purchasing staff listed below:

Lynn Gustafson
Purchasing Supervisor
480-312-5768
lgustafson@scottsdaleaz.gov

Bidders shall not contact any City of Scottsdale employee, officer, or director other than purchasing regarding this solicitation until after the award of a contract. Any such unauthorized contact may result in bidder being disqualified from further consideration.

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS
The Instructions to Bidders and General Terms and Conditions for formal solicitations, are listed as attachments A and B as outlined below and shall be downloaded by prospective Bidders as part of the solicitation. **Attachment A - Formal Solicitation Instructions to Bidders** (current version at time of posting). Applies to all formal Invitation for Bids (IFB) and Request for Proposals (RFP). **Attachment B - Formal Solicitation General Terms and Conditions** (current version at time of posting). Applies to all formal Invitation for Bids (IFB) and Request for Proposals (RFP).

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SECTION 1 - INTRODUCTION	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

A. INTENT

1. The City of Scottsdale, invites sealed submittals from qualified Contractors to provide Seasonal, Holiday and Special Event décor light displays throughout specified areas of the City on an as needed basis.

2. Bidder shall familiarize themselves with the nature and extent of the solicitation and contract documents, product to be purchased, all local conditions, and federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost or the delivery of the required product.

B. BACKGROUND

1. The City of Scottsdale has contracted for the installation and maintenance of the seasonal and holiday décor and lighting in downtown Scottsdale (Old Town) and McCormick Stillman Railroad Park to enhance the visitor experience during the holidays, special events and seasonal events.

   Décor and lighting ranges from elaborate, moderate, or subtle depending on the area and the time of year. A map and outline of these areas has been provided in this RFP.

   Additionally, the City of Scottsdale utilizes horizontal and vertical street pole banners to promote seasonal events throughout the year. Banners are provided to the Contractor, or delivered directly to their warehouse, to be hung in one or more of the following locations:

   Old Town Scottsdale Horizontal Banners – 2 locations

   - Scottsdale Rd. at Rancho Vista Drive
   - Scottsdale Rd. at Earll Drive

   Vertical Banners – 194 locations; 78 in North Scottsdale and 116 in Old Town Scottsdale

   - Frank Lloyd Wright Blvd. (78)

   Scottsdale Rd. to the west side of the west frontage road Loop 101

   - Old Town Couplets (Total: 116)

   Drinkwater from Scottsdale Rd to Earll (47)

   Goldwater from Scottsdale Rd to Osborn (69)

A. SPECIFICATIONS

General Specifications

1.1 The Contractor shall be responsible for the design, installation, maintenance, removal, and transport of any holiday or event décor and lighting and non-lighting displays throughout various areas of the City as specified.

1.2 The following shall be required for Seasonal Lighting, Seasonal Décor, Holiday Lighting, Holiday Decor and Special Events Lighting, and Special Events Decor:

a. Design – Overall drawing of proposed light display shall include at minimum, but not limited to, the following:

1) A written narrative
2) Accompanying pictures, illustrations or diagrams of products, approximate product dimensions and specifications
3) Submission of color photos or diagrams is desirable showing the overall effect
4) Placement of lights and displays on schematic or map
5) Approximate number of lights that will be displayed
6) Details on how lights/displays will be secured on site

b. Installation (including delivery) – Contractor is required to provide all materials, equipment and labor necessary for the delivery and Installation of holiday and or event décor and lighting and non-lighting displays.

c. Maintenance – Contractor shall respond promptly to City staff, reports of lights and displays requiring repair and/ or replacement. The cost for all needed and necessary repairs/replacement shall be borne by the Contractor, including replacement of any lighting, decor or displays due to theft. Repairs/replacement shall be completed immediately, but no later than forty-eight (48) hours after reported.

d. Removal (including transport) - Contractor is required to provide all materials, equipment and labor necessary for the Removal and transport of holiday and or event décor and lighting and non- lighting displays.

1.3 All lighting and décor pertaining to this contract shall be commercial grade Underwriters Laboratories (UL) outdoor rated LED Warm White and colored 5mm Mini Lights and Cluster Lights with Wide Angle bulbs.

1.4 Temporary outdoor and décor lighting shall be installed according to and meet the National Electrical Code and City Ordinance requirements for such installations. Electricity source questions/ problems will be handled by City of Scottsdale staff at 480-312-5999.

1.5 Temporary outdoor décor and lighting shall be installed according to and meet the National Electrical Code and City Ordinance requirements for such décor and lighting. Electricity source

questions/ problems will be handled by City of Scottsdale staff at 480-312-5999.

1.6 Electricity source questions/ problems with City owned power sources will be handled by City of Scottsdale Facilities Staff at 480-312-5999 and/or CITY OF SCOTTSDALE Traffic Signals/Street Lighting staff 480-312-5620.

1.7 Tree trimming and related grounds maintenance needs will be handled by City of Scottsdale staff through the Maintenance Coordinator. Any décor or lighting damaged as a result of required trimming shall be replaced by the contractor at contractors' expense.

1.8 Traffic Control as necessary to complete installations or removals of décor and lighting, decorations or displays. At minimum the following shall apply:

a. The contractor shall provide a professionally developed barricading plan to the City of Scottsdale Traffic Engineering staff for approval thirty (30) days before any work requiring barricades in public streets, rights-of-way spaces, alleys and parking lots.

b. Not more than two (2) blocks of a traffic lane will be restricted at one time without pre-approval of City Traffic Engineering staff.

c. Installation may start as early as approved by the Contract Administrator for seasonal, holiday or event installations/set-ups.

2. Décor and Lighting Detailed Specifications

2.1 Seasonal and Holiday Décor and Lighting

A. The City desires to create an impressive holiday light display that will accentuate the City's image as a vibrant, culturally diverse, historic community and world-class tourist destination and benefit the local community and its visitors.

B. For the purpose of Seasonal and Holiday décor and Lighting Displays, the City has identified the categories as follows:

- **High Definition:** Areas in which most activity occurs, areas of main focus.
- **Moderate Definition:** Areas bordering the high-definition areas, these areas should provide a lead-in to the high-definition areas.
- **Subtle Definition:** Areas that shall display the holiday/ seasonal/ event spirit but in a subdued fashion.

- This City shall use the original design(s) submitted with the awarded Contractor's proposal for the initial term of the contract for "Seasonal" and "Holiday" Light Displays. For any contract extensions the City may request new designs to be submitted and approved by the City for any or all of the categories listed above; High, Moderate and/or Subtle Definitions. If the City should request a new design for any contract extension it must be done no later than July 1 of each year. New designs shall be presented to the CA no later than July 15 of each year.

C. **Seasonal Décor and Lighting** for the purpose of this solicitation should focus on trees and/or buildings in each area listed below. All Seasonal Décor and Lighting Displays shall be installed, tested and must be fully operational in **all** areas no later than the first (1st) day of each October and operational through the last day of April (April 30th) throughout the initial contract term and any contract extensions.

D. **Holiday Décor and Lighting** for the purpose of this solicitation should focus on the holiday décor for each area listed below excluding trees and/or buildings. All Holiday Décor and Lighting Displays shall be installed, tested and must be fully operational in **all** areas no later than the first (1st) day of each November and operational through the fifteenth (15th) day of January throughout the initial contract term and any contract extensions.

E. Aerial map is available to identify poles and trees: https://www.bing.com/maps?osid=defbf273-6072-46e3-8d99-5760eb87b51e&cp=pkgjd35p5j9p&lvl=16&style=b&imgid=2264e7d0-2cbb-4051-8892-dc15edb317fb&v=2&sV=2&form=S00027

F. The following areas are listed by Category:

High-Definition Area(s):

Area 1:	**Waterfront Canal Banks**
Location:	Goldwater Boulevard to Scottsdale Road including Marshall Way Bridge and Soleri Bridge and Plaza (Solstice Park)

Moderate Definition Areas:

Area 2:	**Scottsdale Road**
Location:	Osborn Road to Highland Avenue

Area 3:	**5th Avenue Shopping District**
Location:	Stetson Drive south to Indian School; both sides of Goldwater Boulevard from Indian School Road to Scottsdale Road

Area 4:	**Scottsdale Arts District**
Location:	North of Goldwater Boulevard curve; South of Indian School Road; East of 68th Street to Scottsdale Road

Area 5:	**Scottsdale Civic Center**
Location:	Within the perimeter as follows: South of Indian School Road; North of 2nd Street; East of Brown Ave; West of 75th Street

Area 6:	**Historic Old Town District**
Location:	South of Indian School Road; North of 2nd Street; East of Scottsdale Road, West of Brown Avenue

Subtle Definition Areas:

Area 7:	**Entertainment District**
Location:	South of Camelback; North of 6th Avenue; East of Scottsdale Road West of 75th Avenue

Area 8:	Brown and Stetson District
Location:	East of Scottsdale Road; West of Drinkwater Boulevard; North of Indian School Road; Both sides of Drinkwater Boulevard from (Drinkwater Blvd/Scottsdale Rd intersection to Indian School Road);

Area Map attached as Exhibit "A"

- Area 1 – Red rectangle on map
- Area 2 – Black rectangle on map
- Area 3 – Yellow on map
- Area 4 – Blue on map
- Area 5 – Green on map
- Area 6 – Dark Salmon on map
- Area 7 – Purple on map
- Area 8 – Brown on map

2.2 Special Event Décor and Lighting

a. The City may require décor and lighting for special events that occur throughout the year.

b. The Contractor shall work with the Contract Administrator to provide décor and lighting as necessary for the requested event.

c. The Contractor shall provide a design/drawing and quote for each requested event throughout the contract term.

d. The quote shall include at minimum the following:

- Date(s) of the event
- Timeframe for:
  a. install/set-up
  b. maintenance
  c. removal
- Quantity of Décor and Lighting required for event
- Type of Décor and Lighting required for event
- Display(s)-type and quantity as required for event
- Catalog number and discount
- Labor hours

d. Contractor shall install, set-up, maintain and remove event décor and lighting as described per each quote.

e. All lights and displays must be functioning properly throughout the timeframe of the event as listed on the quote.

f. For the purpose of Special Events the City has identified the categories as follows:

- **Elaborate Display:** Décor and Lighting that fully accentuates the requested event
- **Moderate Display:** Décor and Lighting that moderately highlights the requested event
- **Subtle Display:** Subtle Décor and Lighting that represents the requested event

g. Sample of a Special Event Request attached as Exhibit "B"

2.3 McCormick-Stillman Railroad Park

Contractor shall provide a Moderate Seasonal/Holiday Decor and Lighting for McCormick-Stillman Railroad Park. The display shall include, at minimum, a "Selfie Station" for guests. This display shall be installed, tested and must be fully operational no later than the first (1st) day of November and operational through the fifteenth (15th) day of January throughout the initial contract term and any contract extensions.

- **Lease of Seasonal/Holiday/Ornamental Décor and Lighting and Displays**

  Contractor shall provide a Catalog of Holiday/Ornamental Lighting, Event/holiday displays with discounted pricing for leasing.

- **Purchase of Seasonal/Holiday/Ornamental Décor and Lighting and Decor**

  Contractor shall provide a Catalog of Ornamental Décor and Lighting, Event/holiday decorations and displays with discounted pricing for purchase.

B. CONTRACTOR QUALIFICATIONS

1. The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract

2. The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining and necessary licenses and permits required in connection with the completion of the required services herein.

3. The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contractor Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

4. Contractor shall provide written verification that staff assigned to the City account have been trained in the requirements of NFPA 70 National Electrical Code 2005 and NFPA 70E 2012 "Standard for Electrical Safety in the Workplace", including but not limited to electrical PPE & lockout/ tag out

5. Contractor shall have been providing similar products and services in the State of Arizona for a MINIMUM of the past three (3) consecutive years at the time of bid submittal.

6. Contractor shall have sufficient trained staff to provide the required services in a safe and efficient manner.

C. CONTRACTOR'S RESPONSIBILITIES

1. The Bidder is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors and omissions on the part of the Bidder. The Bidder is also encouraged to carefully review their final submittal documents, as the Evaluation Committee is not required to make interpretations or correct detected errors in calculations.

2. Bidder shall familiarize themselves with the nature and extent of the solicitation and contract

documents, product to be purchased, all local conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or the delivery of the required product.

D. CITY'S RESPONSIBILITIES

1. The Contract Administrator for the resulting contract shall be the Old Town Marketing Manager or designee.

2. The Contract Administrator shall audit the billings, approve payments, establish delivery schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

1. *ACCEPTANCE / AGREEMENT*

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

If for any reason the Offeror should fail to accept in writing, any conduct by Offeror which recognizes the existence of a Contract/Agreement pertaining to the subject matter hereof shall constitute acceptance by Offeror of the Contract/Agreement and all of its terms and conditions. Any terms proposed in Offeror's acceptance of City's Contract which adds to, varies from or conflicts with the terms herein are hereby rejected by the City. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Contract/Agreement between the parties.

2. *ACCURACY OF WORK*

The Contractor shall be responsible for the accuracy of the work requested and shall promptly make all necessary revisions or corrections without additional compensation. Acceptance of the work by the Project Manager will not relieve the Contractor of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

3. *ADDITIONAL LOCATIONS*

The City of Scottsdale reserves the right to add or subtract to this Contract as the need arises due to changes in the number of buildings or areas. In the event the City needs to add to this Contract, the pricing for any additions to services shall be applied per the applicable Contract unit costs. Any additions or subtractions to the Contract shall be done via a written change order and be a **MINIMUM** of thirty (30) days prior to the changes taking effect.

4. *CATALOGS*

The Contractor shall provide electronic catalogs (including cross-referencing capabilities) at no cost to the City of Scottsdale. Such service shall be in place within two (2) weeks of Contract award. Electronic catalogs that have time limits or restrictions on the number of users shall not be acceptable. Electronic catalogs that require proprietary software be loaded on City computers in order to make the catalogs functional, will not be accepted.

If electronic catalogs are not available, successful vendor must supply one or more hardcopy catalogs to the Contract Administrator within two (2) weeks of Contract award.

The Contractor will be required to put the City of Scottsdale on a Catalog Update List, which will insure that the City of Scottsdale receives a **MINIMUM** of one (1) copy of all new catalogs, updates, cross-references, etc. as soon as they become available. The City of Scottsdale shall receive any additional copies of catalogs, updates, cross-references, etc., that might be requested at no additional charge.

5. *CITY ASSURANCE*

The Contract Administrator shall report to the Contractor in writing, via email, or other written documentation, all deficiencies in the quality of performance of the maintenance service. All communication, written or verbal, between the City of Scottsdale and the Contractor shall be in English.

All deficiencies in the performance of the Contractor's service shall be corrected promptly by the Contractor as directed by the Contract Administrator.

The Contract Administrator may monitor and review the performance of the Contractor and employees. The outcomes of this oversight may have a direct bearing on the opportunity to negotiate a renewal of the Contract, when applicable.

6. *CITY OBSERVED HOLIDAYS*

City holiday time frame to be 6:00 P.M. the eve of the holiday until 6:00 A.M. on the day after the holiday.

City Holidays Include: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (plus Day after Thanksgiving), Christmas Day.

a.	New Year's Day	January 1st (or Friday before or Monday after)
b.	Martin Luther King Day	3rd Monday in January
c.	President's Day	3rd Monday in February
d.	Memorial Day	Last Monday in May
e.	Juneteenth	June 19th (or Friday before or Monday after)
f.	Independence Day	July 4th (or Friday before or Monday after)
g.	Labor Day	1st Monday in September
h.	Veteran's Day	November 11 (or Friday before or Monday after)
i.	Thanksgiving Day	4th Thursday in November
j.	Day after Thanksgiving	4th Friday in November
k.	Christmas Day	December 25th (or Friday before or Monday after)

7. *CONTRACT ADMINISTRATION*

The Contract Administrator, as identified in the Statement of Need shall audit the billings, approve payments, establish schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

8. *COMPLETENESS AND ACCURACY*

The Consultant will be responsible for the completeness and accuracy of work prepared by the Consultant and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Consultant. Additional construction added to the project will not be the responsibility of the Consultant unless the need for additional construction was created by any error, omission, or negligent act of the Consultant. The City's acceptance of the Consultant's work will not relieve the Consultant of any of its responsibilities. The professional standard to which the Consultant is held will be that of a similar Consultant as practiced in the State of Arizona.

9. *CONTRACTOR'S EMPLOYEES' IDENTIFICATION AND WORK APPAREL*

All Contractor employees performing work under the scope of this Contract shall wear conservative style uniform shirts that will have sewn on or embossed identification labels of the

Contractor's company name, and/or, logo, and will appear on the front area of the shirt near chest height of the shirt. Shirts may also have company name or logo appear on the backside of the shirt. Contract Administrator will approve proper identification on uniforms during the life of the Contract.

Contractor shall provide employees with identification nametags to include name and picture of the employee and Contractor's company name and applicable logo. Employee will wear the nametag in plain view on his person at all times while performing the work under the scope of the Contract. All employees shall have the supervisor's business cards available. In addition, the 'lead person' of each crew shall wear a badge clearly identifying the position of crew leader.

Contractor's employees shall wear uniform style slacks, "Levi" type slacks, or Bermuda type shorts. If shorts are worn, they shall be of Bermuda style length (cut just above the knee). Cut-offs and short-shorts are not acceptable wearing apparel.

Outlandish styles, patterns, hats, colors of wearing apparel, verbiage imprinted on apparel, etc., worn by a Contractor Employee that may promote negativity in the work place, or advertise any product other than the Contractor's company name and/or logo will not be allowed.

Sandals, flip-flops, open-toed shoes are not acceptable footwear.

The Contract Administrator shall be the sole determinant of the appropriateness of all work apparel.

Contractor shall insure that all employees performing any work at any location under the scope of this Contract are furnished and use the proper Personal Protective Equipment (PPE) based on the type of work the employee is doing and the type of hazard the employee may encounter or be exposed to.

Walkman type radios or any apparatus, which may impede hearing or sight, will not be allowed. Earplugs and/or safety glasses are exempt.

The Contractor may instruct all employees, in advance, as to procedures in the event of a medical emergency.

If an injury to an employee is of sufficient nature to warrant immediate professional medical attention, the employee shall seek out proper medical attention immediately.

The employee shall notify the on-duty lead person (or supervisor) of any personal injury, including minor cuts, scrapes or burns. The on-duty lead person shall immediately notify the Contract Administrator of such injuries.

10. CONTRACTOR SUPERVISORS AND CREWS

The Contractor's Supervisor(s) shall have full authority to act on behalf of the Contractor in any situation.

The Contractor's Supervisor(s) and crews shall be monitored by the Contract Administrator for their effectiveness interacting with City personnel, citizens, and ability to maintain a written schedule. The knowledge and effectiveness of the Contractor's Supervisor(s) and crews shall have a direct impact on any possible and applicable Contract extensions.

Actual crew size shall be the responsibility of the Contractor to establish.

A fully staffed crew shall be defined as a **MINIMUM** of the following:

- One (1) Supervisor (Crew Leader) who is conversant in the '*English language*'

- One (1) vehicle capable of performing the required work as indicated by the Contract Administrator at the time of the service request.
- Additional crew members as required to complete the required work as indicated by the Contract Administrator at the time of the service request.

11. DELAYS AND EXTENSIONS

During the course of this Contract, if deemed in the best interest of the City of Scottsdale, an extension of time may be granted. However, any time extension so granted shall not constitute or operate as a waiver by the City of Scottsdale of any of its rights herein.

12. DELIVERY

Once a Purchase Order is placed with the Contractor, the Contractor shall complete all work associated with the Purchase Order within thirty (30) days, or as approved by the Contract Administrator.

13. FREIGHT

All shipments of goods covered under the scope of this Contract are F.O.B. City of Scottsdale. All standard freight and/or delivery charges shall be included in the unit pricing quoted/bid herein. The only allowable freight and/or delivery charges shall be if the Contract Administrator specifically requests other than standard freight and/or delivery (e.g., overnight delivery, etc.). Special freight charges shall be quoted to and authorized by the Contract Administrator prior to invoicing.

14. FUEL SURCHARGES

Fuel surcharges shall NOT be allowable during the term of this Contract.

15. INSURANCE REQUIREMENTS

Insurance Representations and Requirements

General
Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly 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 City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

No Representation of Coverage Adequacy
By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor may it be construed or considered a waiver of Contractor's obligation to maintain the required insurance at all times during the performance of this Contract.

Coverage Term
All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by The City of Scottsdale, unless specified otherwise in this Contract.

Claims Made
In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

Policy Deductibles and or Self-Insured Retentions
The policy requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

Use of Subcontractors
If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

Evidence of Insurance and Required Endorsements
Before starting any work or services under this Contract, Contractor must furnish City of Scottsdale 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 in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions endorsed to the Contractor's policy:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
   a) Commercial General Liability
   b) Auto Liability
   c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability Insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors,

officials and employees for any claims arising out of work or services performed by Contractor under this Contract.

4. If the Contractor's receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

Required Coverage

Commercial General Liability
Contractor must 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 a $2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

Vehicle Liability
If any vehicle is used in the performance of the Scope of Work that is the subject of this Contract, the Contractor must maintain Business Automobile Liability Insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing $5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

Workers' Compensation Insurance
Contractor must maintain Workers' Compensation Insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit. If the Contractor is a sole proprietor or a single member limited liability company with no employees and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

16. INVOICING

All invoices submitted for work done under the scope of this Contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

17. KEY PERSONNEL

The Contractor shall provide an adequate staff of experienced personnel capable of and devoted to the successful accomplishment of Contract work. The Contractor shall assign the specific individuals identified in its proposal to key positions. The Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) identified and/or described in the Contractor's offer. Therefore, no substitution of such specified individuals and/or personnel shall be made without prior written approval of the CA. Any substitution of personnel under this Contract shall be equal or better than those identified in the Contract. The City's approval of a personnel substitution shall not be construed as an acceptance of the substitution's performance potential. No approval shall be unreasonably withheld of a proposed substitution of personnel. The Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under the Contract.

18. MULTIPLE AWARDS

If deemed to be in the City of Scottsdale's best interests, the City reserves the right to award multiple Contracts as a result of the solicitation process. While multiple awards are possible, the preferred procedure is to make a single award for each commodity or category of commodity.

19. NON-COMPLIANCE CONDITIONS AND REMEDIES

Schedule Non-Compliance – Failure to maintain the approved or adjusted schedule will result in the issuance of a notice of non-compliance by the Contract Coordinator, or designee. Failure to correct the non-compliance situation within the time imposed by the City may result in the Contractor's forfeiture of payment for the work that was not completed in the timeline issued by the Contract Administrator, or designee. At this point the City of Scottsdale will exercise its right to either perform the work itself or use another approved company to perform the work. Any work done in this manner will be deducted from the monthly billing. This action will in no way alleviate the responsibility of the Contractor to continue the maintenance of this site once the area has been recovered.

Employee Non-Compliance – Any employee(s) not following the standards set forth herein will be asked to leave the job site until basic work standards are met. This shall not alleviate the Contractor from fulfilling its responsibility to adhere to the schedule established with the Contract Administrator, or designee.

Throughout the life of this Contract every effort will be made to maintain effective communication with the Contractor. Phone calls, emails and faxes will be the normal way of alerting the Contractor to minimal violations. Persistent and/or negligence will be dealt with in a formal setting.

Failure of the Contractor to perform any services or requirements of the Contract shall be cause for the Contract Administrator to deduct payment based on administration costs, cost of labor for services having to be accomplished by others, supplies and materials; to be determined by the Contract Administrator. The disciplinary procedure for this section shall be:

First Infraction – A letter of 'non-compliance' shall be issued by the Contract Administrator. The Contractor shall have twenty-four (24) hours to respond in writing detailing what steps shall be taken to bring the maintenance back to compliance with the Contract. Remedy shall be executed within seventy-two (72) hours of notice issued by Contract Administrator to avoid a second letter of non-compliance. A letter of non-compliance will not result in any money charged against the Contractor.

Second Infraction – The second infraction in the same area or the same type of infraction shall result in a meeting with the Contractor. The second letter of non-compliance shall result in a

deduction from the Contractor's monthly bill per the Liquidated Damages clause of the Special Terms and Conditions as identified in the Statement of Need. Failure to correct the non-compliance situation within the time imposed by the City may result in the Contractor's forfeiture of payment for the work that was not completed in the timeline issued by the Contract Administrator. At this point the City of Scottsdale will exercise its right to either perform the work itself or use another approved to perform the work. Any work done in this manner will be deducted from the monthly billing. This action will in no way alleviate the responsibility of the Contractor to continue the maintenance of this site once the area has been recovered.

Third Infraction - The third infraction, within six (6) months, shall result in a meeting between the Contractor, City of Scottsdale staff and City of Scottsdale Purchasing staff. The Contractor shall explain, and put in writing, the action they are going to implement to avoid this situation further. The third infraction results in the Contractor being put on forty-five (45) day probation, beginning with the meeting with City staff. At any time during the forty-five (45) day probation period the Contractor may be terminated with a seven (7) day notice. Any payments due at that time shall be frozen until the Contract has been serviced to specifications. If this is not possible the Contractor has no expectation of payment

20. PRICE ESCALATION

Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.

A requested price increase will become effective only after approval by the Contract Administrator and the Purchasing Director. Once approved the price increase will be adjusted into a new base price for the remainder of the contract period. Any future requested price increases to the base price will only be reviewed at annual renewal time and require the approval of the Contract Administrator and Purchasing Director.

The proposed increased rate shall be based upon presentation by the Contractor and review by the Contract Administrator; however, the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

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The percentage increase in the unit pricing may not exceed the percent in the U.S. City Average "Consumer Price Index" (C.P.I.) All Items, 1982-84=100 for All Urban Consumers for the Percentage Change from the previous twelve (12) months, as published by the U. S. Department of Labor Bureau of Labor Statistics.

21. PRICING

Pricing shall be listed on the Pricing Proposal Form. Prices quoted by the Offerors shall be applicable during the entire initial term of the Contract.

For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as requested on the Pricing Proposal Form herein. Offerors failing to comply with this requirement may be declared non-responsive.

All charges associated with this Contract **MUST** be shown on the Pricing Proposal Form returned by the Offeror or other supporting documentation. Any charges not listed on the Pricing Proposal Form or supporting documentation submitted with the Offeror's proposal response shall not be allowed during the Contract period and any applicable extensions.

Unit prices quoted herein shall be all inclusive and include all pertinent additional fees normally associated with this type of service. This shall include, but not be limited to, environmental fees, shop supplies, clean-up, transportation, etc. No additional charges beyond the quoted unit price

(except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

Unit prices quoted shall be applicable for any quantity ordered by the City of Scottsdale or differentiated on the Pricing Proposal Form or other supporting documentation.

The Offeror is strongly encouraged to offer additional pricing for related items, products and services, which are not specifically addressed as line items in this solicitation but are directly related to the items and products requested by the City herein and offered by the Offeror. Additional items, products and services proposed pricing should be noted on the Pricing Proposal Form or a separate attachment to Offeror's submittal document.

22. PURCHASING PROCEDURE

All orders require a City of Scottsdale purchase order that will be communicated by phone or e-mail. No parts or commodities or work shall be rendered/are to be delivered without the issuance of a City of Scottsdale purchase order. Any invoices received from the Contractor without a City of Scottsdale purchase order number, referenced on the invoice, may remain unpaid.

23. QUANTITY

The estimated quantities that will be required during the initial term of this Contract are indicated on the Pricing Proposal Form contained herein.

The actual service requests, and service requests for future years may be more or less, and any quantities listed herein should be used for information purposes only.

The actual service requests, and service requests for future years may be more or less, and any quantities listed herein should be used for information purposes only.

24. REPORTING REQUIREMENTS

A written record of all completed maintenance procedures, service calls and repairs shall be delivered to the Contract Administrator or designee within 48 hours of the completion of the work. These records shall specify the nature of the maintenance work performed or the cause and resolution of service repairs completed.

The Contractor shall submit a completed Daily Work Log to the Contract Administrator. An example of the Work Log form is attached herein (see Exhibit A). A final version of the Daily Log form will be agreed upon by the Contractor and Contract Administrator.

This log will assist the Contractor in the reporting of work that will be shown on the monthly bill. Each occurrence on the Daily log that is recorded and verified by the Contract Administrator will be approved for payment. The Contractor shall follow the assigned schedule and shall be required to complete the Daily Work Log form as a condition of payment.

25. REVIEW OF CONTRACTOR'S WORK

Work performed by the Contractor shall be subject to periodic reviews and partial acceptance at various stages. The Department may make such reviews and pass upon the acceptability of Contractor's work. Partial acceptance shall not relieve the Contractor of its obligation to correct, without charge, any errors in the work on this project.

The City reserves the right to perform background checks on the Contractor and their employees who will be conducting onsite activities and have direct contact with the City's client

26. SINGLE AWARD

The City of Scottsdale reserves the right to award this solicitation as deemed in the best interest of the City. While multiple awards are possible, the preferred procedure is to make a single award as a result of this solicitation process.

27. TERM OF AGREEMENT

The term of this Contract shall be for a one (1) year period from the effective date of the contract award.

The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director and/or City Council, depending on the Contract.

28. UNPREDICTABLE MARKET CHANGE

In the event of an unpredictable change in the market, which affects the then current Contract price, Contractor may submit justification for a price adjustment. Contract Administrator and Purchasing Director shall review justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original Contract terms.

The Purchasing Director shall be the final authority on any price adjustment due to unpredictable market change.

A. EVALUATION CRITERIA

GENERAL

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Proposal Evaluation Committee.

PROPOSAL EVALUATION

All responsive proposals shall be evaluated by the Proposal Evaluation Committee using the weighting and criteria listed below. The recommendation for contract award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the City when applying the following criteria and weighting.

The following is the weighting of criteria that will be used to review the proposals:

DESCRIPTION	WEIGHTING
Firm and Staff and Key Personnel Qualifications, Local and Industry Knowledge	20%
Design, Project Approach, Key Project Areas, Project Schedule	50%
Pricing	20%
Exceptions, References, Subcontractors List	10%
TOTAL	**100%**

The following items may be used by the Proposal Evaluation Committee to evaluate each proposal submitted:

1. Cost factors associated with performing the work required by the contract.
2. Length of time the Offeror will warranty their workmanship and materials.
3. The returned satisfaction surveys from the Offeror's submitted references.
4. The content and quality of the Offeror's proposal and other presentation materials.

Each proposal will be reviewed in entirety and assigned a score with respect to each of the criteria. The proposals will be ranked by the evaluation committee according to their total weighted ranking.

The evaluation committee may establish a short list of those proposals considered most advantageous to the City of Scottsdale.

- Short-listed Offerors may be invited to make presentation. At the presentation, the evaluation committee will score each Offeror.
- At the conclusion of all presentations, an overall ranking of proposals will be performed, combining

the results of the proposal evaluations and the presentations.

The City of Scottsdale intends to enter negotiations with the top ranked Offeror determined to provide the most advantageous combination of product and services as determined by the proposal and presentation.

Should negotiations with the top ranked Offeror fail to reach a satisfactory conclusion, the City of Scottsdale may at is sole discretion enter into negotiations with the second ranked vendor, or the City of Scottsdale may determine that no further negotiations will be conducted.

All required documents shall be submitted electronically through the City of Scottsdale procurement portal at: City of Scottsdale, AZ (bonfirehub.com). Offerors are expected to download the solicitation documents from the Bonfire procurement portal at City of Scottsdale, AZ (bonfirehub.com). To prepare your electronic submission please do the following:
Review the solicitation document downloaded from the procurement portal and navigate to Section 5 – Submittal Preparation Requirements. This page is provided to give Offerors a list of the items that will be required to be submitted as a part of their official proposal. We have designated in the description of each item how Offerors are to respond:

- COS Form means there is a corresponding form that needs to be completed by the Offeror and saved as a PDF.
- If COS Form is not listed this means the Offeror shall prepare their information as detailed in Section 5 – Submittal Preparation Requirements. For example, Offerors are required to prepare their own Project Approach response, making sure they provide all of the information requested in that specific section below. Offerors could write the document using Word or Google Docs and then saving the document as a PDF.
- Once the Offeror has PDF documents for all of the items listed in the Section 5 – Submittal Preparation Requirements checklist they will combine all of the PDF documents into a single PDF file and upload this file as the Proposal in the Requested Information section of the City of Scottsdale procurement portal at: City of Scottsdale, AZ (bonfirehub.com).
- In the case of pricing, there may or may not be a form to be completed, we provide instructions on how to provide the pricing information for each solicitation. In some instances, Offerors will fill out a pricing form and upload them as a PDF document. In some instances, Offerors will download a pricing spreadsheet from the procurement portal, enter in their pricing information, and the upload the completed spreadsheet into the procurement portal. Some solicitations will have a browser-based pricing sheet that Offerors will complete directly in the procurement portal.

☐ **Firm and Staff Qualification Summary Letter** –The Bidder shall submit a Firm and Staff Qualification summary document that is a **MAXIMUM** of ten (10) pages in length (single sided – 8½" X 11"). Firm and Staff Qualification summary documents that are larger than ten (10) pages may be considered non-responsive. The summary letter shall illustrate the Bidder's understanding of the objectives of this solicitation, as well as the qualifications, experience, training and other credentials that illustrate the Bidder and employee's abilities to successfully complete the scope of work represented in this solicitation. The Firm and Staff Qualifications document shall include, at a **MINIMUM,** of the following items:

- Bidder's document shall contain a synopsis of the firm's history, including a statement indicating the length of time the Bidder has been doing business in the Phoenix Metropolitan area.
- Company Name, Main office business address, local office business address (if different), Office phone, fax and email address and Company web page address (if available). Bidder's document shall demonstrate previous experience performing work similar to the size and scope of the work identified herein.
- Bidder's document shall demonstrate an understanding of the goals identified herein for this contract, and provide a basic overview for the accomplishment of these goals.
- Bidder's document shall identify the key issues and potential obstacles with respect to the scope of work identified herein. Offer's documents should provide a basic

methodology to address and overcome all identified issues and obstacles.

- Bidder's document shall contain a comprehensive description of all services that shall be provided.
- Bidder's proposal shall identify the office location from which projects will be carried out.
- Bidder's document shall contain availability and capacity of workload.
  Bidder's document shall list all sub-consultants (if any) that will be used in the completion of projects identified herein, and the sub-consultants envisioned role in each project.

☐ **Subcontractor List (COS Form)** – Offeror shall provide a complete list of all the anticipated subcontractors the Offeror intends to use to complete the work covered under the scope of this Contract. Offeror shall identify the role envisioned by the subcontractor in the project. The Offeror shall supply a **MINIMUM** of the following information for each subcontractor:

- Subcontractor Name
- Subcontractor Address
- Subcontractor Phone Number
- Subcontractor Contact Name
- Subcontractor License Numbers (If applicable)
- Extent of Work Subcontractor will do for the Offeror

Note: if the Offeror does not plan to use any subcontractors, then the Offeror must indicate that in this section.

☐ **Key Project Areas** – Offeror's document shall demonstrate an understanding of the goals identified herein for this project and provide a basic overview for the accomplishment of these goals. Offeror's proposal shall identify the key project areas, issues and potential obstacles with respect to the scope of work identified herein. Offeror's documents should provide a basic methodology to address each project area and overcome all identified issues and obstacles. Offeror's proposal shall address a **MINIMUM** of the following key project areas:

- Identification of companies
- Design of company questionnaire
- Data collection
- Other possible data collection or creation
- Database Creation
- City staff interaction before, during and after project.

☐ **Local Knowledge/Additional Information** - Offeror's proposal shall identify the Offeror's familiarity with the City of Scottsdale local environment, economy, and other local issues pertinent to this project which enhances your qualifications to successfully facilitate the study. Work product sample(s) may also be provided in a separate electronic submittal specifically identifying "Sample Product/Report".

☐ **Industry Knowledge/Additional Information** - Offeror's proposal shall identify the Offeror's familiarity with the issues pertinent to this project which enhances your qualifications to successfully facilitate these audits. At a minimum the following is hereby requested:

- Identify your company's familiarity with the project elements and the project areas.
- Identify your company's familiarity with
- Provide any sample documentation or reports
-

☐ **Project Approach –** Bidder's document shall demonstrate an understanding of the goals identified herein for this project, and provide a basic overview for the accomplishment of these goals.

☐ **Project Schedule** – Provide a detailed project schedule that identifies significant issues/tasks, relationships between tasks, and time frames required to address the items of work covered in this solicitation for each of the following: seasonal, holiday and event décor and lighting.

☐ **Proposed Price Schedule** – Offeror shall provide a firm, fixed (all inclusive) cost for all commercial buildings.

- Provide a schedule of unit cost per comprehensive energy audit, associated processes, and deliverables described in the scope of work based on the following square footage ranges:
  - 2000 or less Square Feet
  - Between 2001 and 3000 Square Feet
  - Between 3001 and 4000 Square Feet
  - Between 4001 and 5000 Square Feet

If audits of various building types or groupings of types require adjustments to the unit costs described above, please list those adjustments.

☐ **Reference List (COS Form)** – Offeror's proposal shall demonstrate previous experience performing work similar to the size and scope of the work identified herein. Offeror shall provide a **MINIMUM** of three (3) recent and/or current, business references for which the Offeror has participated in projects with a similar scope and size to the project referenced herein. References supplied shall not be City of Scottsdale employees. The reference list provided should include a **MINIMUM** of:

- Organization Name
- Contact Name
- Contact Phone Number
- Contact Fax Number
- Contact Email Address (if available)
- Project Date
- Project Description and Size
- Ultimate Project Outcome and Results

Picture(s) of final Project

☐ **Designs**– Bidder shall provide Designs of their work that demonstrate their ability to complete the scope of work as listed herein. The Designs should make use of narrative, sketches and state the approximate number of lights used in each design, The Bidder shall supply a **MINIMUM** of the following sample documents with their proposal.

- Three (3) different "Designs" as described in Section 5.2.a for each category as follows:
  - High Definition (Specification 6.2.2.a) - Areas 1
  - Moderate Definition (Specification 6.2.2.b) - Areas 2, 3, 4, 5 and 6
  - Subtle Definition (Specification 6.2.2.c) – Areas 7 and 8
- Quotes for Special Event Request (specification 6.4.4) - (Sample) Exhibit B
  - Sample quote including design/drawing for Special Event Exhibit B; 1) Elaborate Display
  - Sample quote including design/drawing for Special Event Exhibit B; 2) Moderate Display
  - Sample quote including design/drawing for Special Event Exhibit B; 3) Subtle Display
- A Holiday Décor and Lighting for McCormick-Stillman Railroad Park one each for Elaborate, Moderate and Subtle categories

☐ **Offeror's Licenses** – Offeror shall submit copies of all applicable Contractor Licenses, to include license numbers, classifications, and expiration dates.

☐ **Equipment List** – Offeror shall submit a list of the equipment owned by the Offeror that is available for work completion under the scope of this contract.

☐ **Catalogs –** Bidder shall provide catalogs of **ALL** available lights and lighting displays and provide a discount by manufacturer on the lease of items

☐ **Exceptions** – Bidder shall include all exceptions taken in regards to terms and conditions as specified in this solicitation document, award documents, or attached contracts. All exceptions taken by the Bidder shall be clearly defined and the changes requested clearly identified. Exceptions taken by the Bidder shall be used in the evaluation process.

☐ **Proposal Signature Page (COS Form)** - Fully completed Proposal Signature Page, signed in ink.

☐ **Pricing Proposal (COS Form)** – Fully completed Pricing Proposal Form.

☐ **General Disclosure Form (COS Form) –** Fully completed General Disclosure Form, signed in ink.

☐ **Litigation Disclosure Form (COS Form)** – Fully completed Litigation Disclosure Form, signed in ink.

☐ **References (COS Form) –** Fully completed Reference Form.

☐ **Subcontractor List (COS Form) -** Fully completed Subcontractor List.

☐ **Bidder Questionnaire Form(s) Company Information (COS Form)** – Fully completed Bidder Questionnaire Form(s) Company Information.

☐ **Bidder Questionnaire Form(s) Equipment List (COS Form)** – Fully completed Bidder Questionnaire Form(s) Equipment List.

☐ **Bidder Questionnaire Form(s) Similar / Relevant Projects (COS Form)** – Fully completed Bidder Questionnaire Form(s) Equipment List.

NOTE:

"Please ***do not*** return a copy of the solicitation/addenda(s) with your proposal/submittal. Return only the required documents as referenced on the Submittal Checklist."

All submittals are to be completed on the City of Scottsdale (**COS**) forms without any alterations; failure to do so may result in your submittal being rejected.

SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING

RFP-122022-038

Required forms begin following this page.

PRICING PROPOSAL FORM	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

All costs must be all inclusive for the scope of work, within the fixed firm price, and no amounts over and above the Bidder's proposed fees will be paid for each type of Definition for the areas as listed:

A. SEASONAL DÉCOR and LIGHTING (as described in Section 6.2 & 5.2 [i.e. install, maintain, remove in addition to design]):

ITEM	DESCRIPTION	Approximate # of lights	TOTAL COST
1)	Area 1 with high definition design	_____	$ _____
2)	Area 2-6 with moderate definition design	_____	$ _____
3)	Area 7-8 with subtle definition design	_____	$ _____
TOTAL COST FOR SEASONAL LIGHTING:			**$ _____**

B. HOLIDAY DÉCOR and LIGHTING (as described in Section 6.2 & 5.2 [i.e. install, maintain, remove in addition to design]):

ITEM	DESCRIPTION	Approximate # of lights	TOTAL COST
1)	Area 1with high definition design	_____	$ _____
2)	Area 2-6 with moderate definition design	_____	$ _____
3)	Area 7-8 with subtle definition design	_____	$ _____
		TOTAL COST FOR HOLIDAY LIGHTING:	**$ _____**

_____

C. SPECIAL EVENT DÉCOR and LIGHTING FOR ATTACHED EXHIBIT "B" – SAMPLE SPECIAL EVENT REQUEST (tasks as described in Section 6.4) (An average of the three ~~displays;~~ elaborate, moderate and subtle will be used for price evaluation purposes):

ITEM	DESCRIPTION	QTY	UOM	COST	TOTAL COST
1)	Special Event-Elaborate Display	1	DAY	$_____	$_____
2)	Special Event-Moderate Display	1	DAY	$_____	$_____
3)	Special Event-Subtle Display	1	DAY	$_____	$
				TOTAL COST FOR SPECIAL EVENT ALL DISPLAY TYPES:	$
				AVERAGE SPECIAL EVENT COST (Total cost ÷ 3):	**$**

COMPANY NAME: _____

	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

E. MCCORMICK-STILLMAN RAILROAD PARK (as described in Section 6.5)

ITEM	DESCRIPTION	TOTAL COST
1)	Elaborate Holiday Décor and Lighting Display for McCormick-Stillman Railroad Park:	$_____
	TOTAL COST FOR MCCORMICK-STILLMAN RAILROAD PARK:	**$**

F. GRAND TOTAL OF TABLES A - E:B

ITEM	DESCRIPTION	TOTAL COST
A	Total Cost for Seasonal Décor and Lighting (Including Design Fees)	$_____
B	Total Cost for Holiday Décor and Lighting (Including Design Fees)	$_____
C	Average Cost for Special Event Décor and Lighting (Including Design Fees)	$_____
D	Total Cost for McCormick-Stillman Railroad Park (Including Design Fees)	$_____
	GRAND TOTAL FOR A-E:	**$_____**

G. **GRAND TOTAL OF TABLES A – E** (Without the Design fee/cost for any contract extensions where the City uses one of the original designs submitted with Bidders proposals or a design from a prior contract year). *This pricing will not be evaluated as part of price evaluation, but will become part of contract pricing for the awarded Bidder:*

ITEM	DESCRIPTION	TOTAL COST
A	Total Cost for Seasonal Décor and Lighting (Less any Design Fees)	$_____
B	Total Cost for Holiday Décor and Lighting (Less any Design Fees)	$_____
C		$_____
D	Average Cost for Special Event Décor and Lighting (Less any Design Fees)	$_____
E	Total Cost for McCormick-Stillman Railroad Park (Less any Design Fees)	$_____
	GRAND TOTAL FOR A-E:	**$_____**

H. MCCORMICK-STILLMAN RAILROAD PARK (As described in Section 6.5 with Elaborate & Subtle Designs) *This pricing will not be evaluated as part of price evaluation; but will become part of contract pricing for the awarded Bidder*:

ITEM	DESCRIPTION	TOTAL COST
1)	Elaborate Seasonal/Holiday Lighting Display for McCormick-Stillman Railroad Park:	$_____
2)	Subtle Seasonal/Holiday Lighting Display for McCormick-Stillman Railroad Park:	$_____

COMPANY NAME: _____

PRICING PROPOSAL FORM	
	SEASONAL, HOLIDAY AND EVENT DÉCOR & LIGHTING **RFP-122022-038**

*****TAXES***

1.	Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

ADDENDA

The Bidder hereby acknowledges that his bid/proposal pricing is based on all of the addenda that were issued by the City prior to the opening of this bid/proposal.

NO BID: If no bid please state reason:

COMPANY NAME: _____

OFFER AND ACCEPTANCE

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85258
Phone: 480-312-5700 – Fax: 480-312-5701

SOLICITATION #	RFP-122022-038	SOLICITATION TITLE:	SEASONAL, HOLIDAY AND EVENT DÉCOR & LIGHTING

OFFER

TO THE CITY OF SCOTTSDALE:
The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this Offer form certifies that he has read; understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non-Collusion and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION		FOR CLARIFICATION OF THIS OFFER, CONTACT:
Company Name		Printed Name
Address		Title
City State Zip		Phone
Signature for Offeror	Date	Fax E Mail
Printed Name and Title of Authorized Signatory		Address (if different from Company info)
Federal Employer Tax ID # or SSN as per W9 Statement		City, State, Zip (if different from Company info)

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD

(for City of Scottsdale Use Only)

The Contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract #**

The contract consists of the following documents: 1) Solicitation # **RFP-122022-038** and all addendums (if applicable) as issued by the City; 2) The Contractor's response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment_____, dated_____.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order : ☐ Payment Bond ☐ Performance Bond, ☐ Insurance Certificate(s), ☐ I.R.S. Form W-9/Taxpayer ID No. & Certification, ☐ other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. <u>All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.</u>

This document has been approved as to form on the 22nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.	**City of Scottsdale**, a municipal corporation Offer Accepted and Awarded this _____ day of _____ , 20___
Risk Management issues reviewed and approved as to form _____, 20___ by City of Scottsdale Risk Management Director	_____ Robert Schoepe, Purchasing Director, CPM
Recommended award approved _____, 20___ by City of Scottsdale Contract Administrator	Or Designee _____

	As City of Scottsdale Purchasing Director

BIDDER GENERAL DISCLOSURE FORM	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

☐ YES ☐ NO

If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

☐ YES ☐ NO

If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

☐ YES ☐ NO

If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

_____ _____
Signature Title

_____ _____
Printed Name Date

COMPANY NAME: _____

BIDDER LITIGATION DISCLOSURE FORM	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or a misdemeanor involving theft or moral turpitude in the last five (5) years?

☐ YES ☐ NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

☐ YES ☐ NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

☐ YES ☐ NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

_____ _____
Signature Title

_____ _____
Printed Name Date

COMPANY NAME: _____

REFERENCES	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

List minimum of Three (3) Arizona customers, excluding the City of Scottsdale, for whom your company has provided service(s) of a similar scope as this Request for Proposal, during the past three years. Include the length of any contracts listed. Offerors may make multiple copies of this document as needed.

The following questions are asked to enable the evaluation team to assess the qualifications of Offerors under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Person: _____ Telephone #:_____

Email: _____ Date of Service: _____

Type of Service Provided: _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Person: _____ Telephone #:_____

Email: _____ Date of Service: _____

Type of Service Provided: _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Person: _____ Telephone #:_____

Email: _____ Date of Service: _____

Type of Service Provided: _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Person: _____ Telephone #:_____

Email: _____ Date of Service: _____

Type of Service Provided: _____

YOUR COMPANY NAME: _____

SUBCONTRACTOR'S LIST	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

COMPANY NAME: _____

If any Bidder intends to subcontract any portion of this contract, the Bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subcontractors).

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

BIDDER QUESTIONNAIRE – COMPANY INFORMATION	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

COMPANY INFORMATION

Company Local Office Physical Address _____

Office Daytime Phone Number _____

Office Fax Number _____

Telephone Ordering Phone Number(s) _____

Company Email Address _____

Company Operating Hours (Monday – Friday) _____

Company Hours (Saturday) _____

NAME OF MAIN CONTACT
(*assigned to this contract*) _____

Office Phone Number of Main Contract _____

Cellular Phone Number of Main Contact _____

Email of Main Contact _____

NAME OF COMPANY MANAGER _____

Office Phone Number of Company Manager _____

Email of Company Manager _____

After Hour/Emergency Phone Number(s) _____

_____

Signature_____

Printed Name: _____

Title _____

Company _____

BIDDER QUESTIONNAIRE – EQUIPMENT LIST	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

List all equipment you intend to use in the performance of this Contract, if applicable.

_____

_____

_____

_____

_____

Complete list and description of vehicles to be utilized on the sites. Include vehicle license plate numbers. _____

_____

_____

_____

_____

Contractor's Physical Address _____

_____

_____

_____

Contractor's Mailing Address _____

_____

_____

_____

BIDDER QUESTIONNAIRE - SIMILAR / RELEVANT PROJECTS	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

All bidders shall list company's experience with a minimum of two (2) Arizona customers, excluding the City of Scottsdale, for whom your company has provided service of similar scope as stated herein, within the past four (4) years. (References may or may not be checked, so please ensure the information is accurate and current.) Additional documentation may be submitted with your bid to support the information as provided.) Offeror shall make an additional copy of this page, as needed.

The following information will enable the evaluation team to assess the qualifications of Bidders under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

Name of the Project: _____

Description of the Project: _____

Location of the Project: _____

Owner Point of Contact: _____

Owner Email: _____ Owner Telephone: _____

Start date: _____

Final completion date: _____

Original Cost: _____

Final Cost: _____

Name of the Project: _____

Description of the Project: _____

Location of the Project: _____

Owner Point of Contact: _____

Owner Email: _____ Owner Telephone: _____

Start date: _____

Final completion date: _____

Original Cost: _____

Final Cost: _____

SECTION 7 - ATTACHMENTS	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

A. INSTRUCTIONS TO BIDDERS – Shall be downloaded as part of this solicitation

B. GENERAL TERMS AND CONDITIONS - Shall be downloaded as part of this solicitation

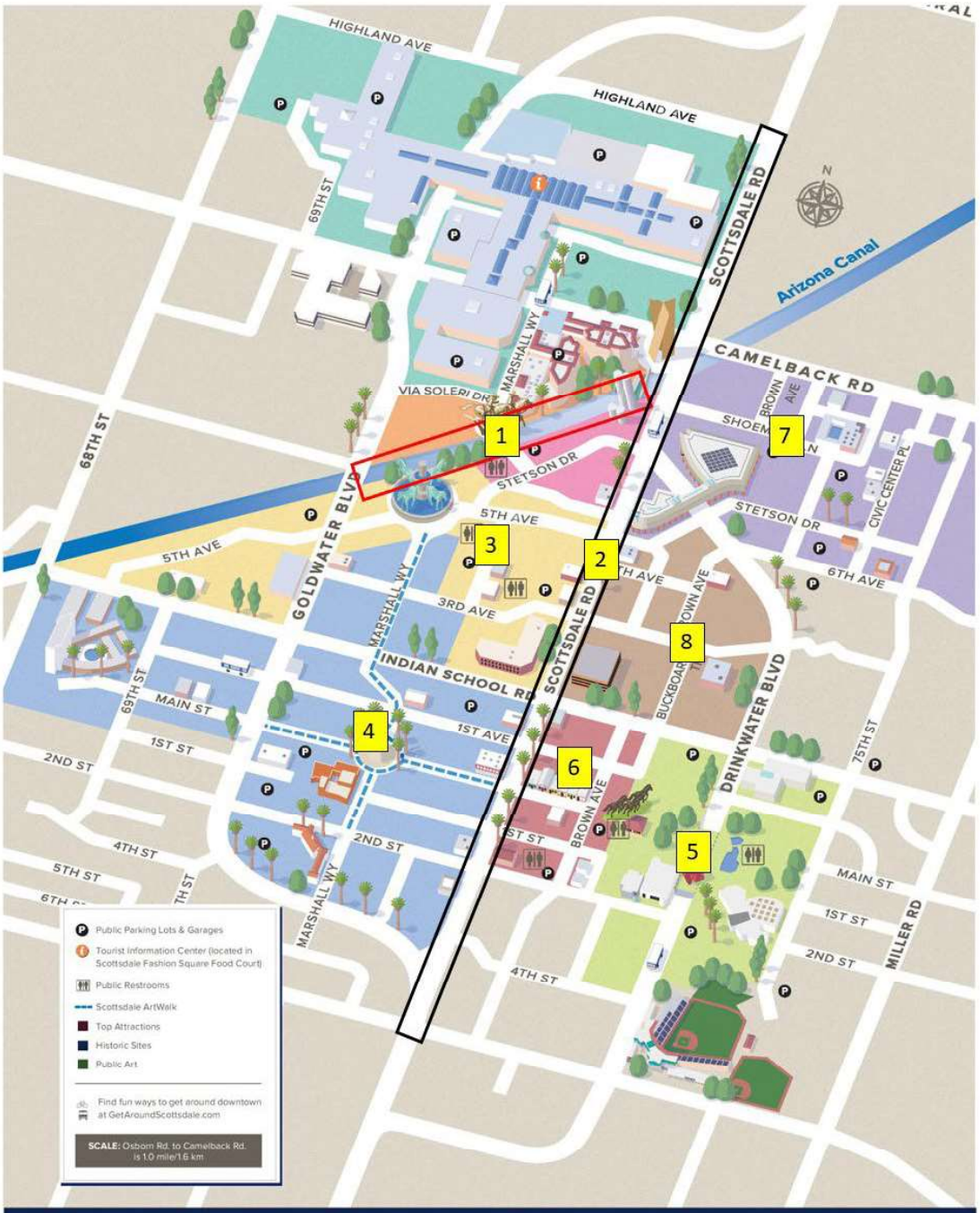
Any Exhibits referenced in this solicitation are located in this Section.

A. MAPS

1. Old Town Map “The Districts”

B. REFERENCED DOCUMENTS

1. Sample Special Event Request



OLD TOWN SCOTTSDALE

THE DISTRICTS

Downtown Scottsdale is the energetic heart of our city. In a little more than one square mile, you can explore nine easily walkable districts filled with art galleries, shops, restaurants, museums and nightclubs.

ARTS DISTRICT
Fine art galleries, wine-tasting rooms, Scottsdale's Museum of the West, the Scottsdale Artists' School and the Thursday night ArtWalk all call this district home.

CIVIC CENTER PARK
The park's 21 acres of lush lawns, public art and bubbling fountains also house the Scottsdale Museum of Contemporary Art and Scottsdale Center for the Performing Arts.

FIFTH AVENUE SHOPPING DISTRICT
This long-time local favorite boasts dozens of unique shops, award-winning restaurants and the famous Bob Parks Horse Fountain.

SCOTTSDALE FASHION SQUARE
The largest shopping destination in the Southwest, Fashion Square is home to more than 250 premium retailers, a Harkins luxury cinema and multiple restaurants.

BROWN & STETSON DISTRICT
This mixed-use district houses restaurants, bars and numerous hair salons, which may come in handy if you're planning a night on the town in the downtown Entertainment District.

ENTERTAINMENT DISTRICT
The laidback daytime energy of this district explodes after dark, with celebrity deejays, live bands and **master mixologists showing off their** talents at upscale nightclubs and bars.

HISTORIC OLD TOWN
This historic corner of downtown is fun and funky, with a decidedly Old West Flair. Western wear boutiques, Native American jewelry and historic sites are **a few of the treasures you'll find here.**

SCOTTSDALE WATERFRONT & SOUTHBRIDGE DISTRICTS
These districts on the north and south banks of the Arizona Canal, respectively, house some of the city's most popular restaurants and boutiques.

SEASONAL, HOLIDAY AND EVENT LIGHTING

RFP-122022-038

REQUEST FOR QUOTE FOR SPECIAL FALL FESTIVAL EVENT

1. ***NAME OF EVENT:*** FALL FESTIVAL

2. ***EVENT LOCATION:*** Eldorado Park (North Ball Field), 1909 N. Miller Road

3. ***DESCRIPTION OF SERVICE:*** Provide a quote for an Elaborate, a Moderate and a Subtle Lighting Display for the Fall Festival Event

4. ***DATE(S) OF EVENT:*** October 21, 20XX from 5pm to 10pm

5. ***SET-UP/INSTALL-REMOVAL OF DISPLAY:*** Contractor may set-up/install October 21 7am- 3pm, Contractor may remove after 11pm through October 22, 1pm

BIDDER LITIGATION DISCLOSURE FORM	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or a misdemeanor involving theft or moral turpitude in the last five (5) years?

☐ YES ☒ NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

☐ YES ☒ NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

☐ YES ☒ NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

Signature

CEO/Owner
Title

Aaron Farrelly
Printed Name

2/23/2022
Date

COMPANY NAME: Christmas Light Decorators

Reference List

1. **City of Glendale (Glendale Glitters)**

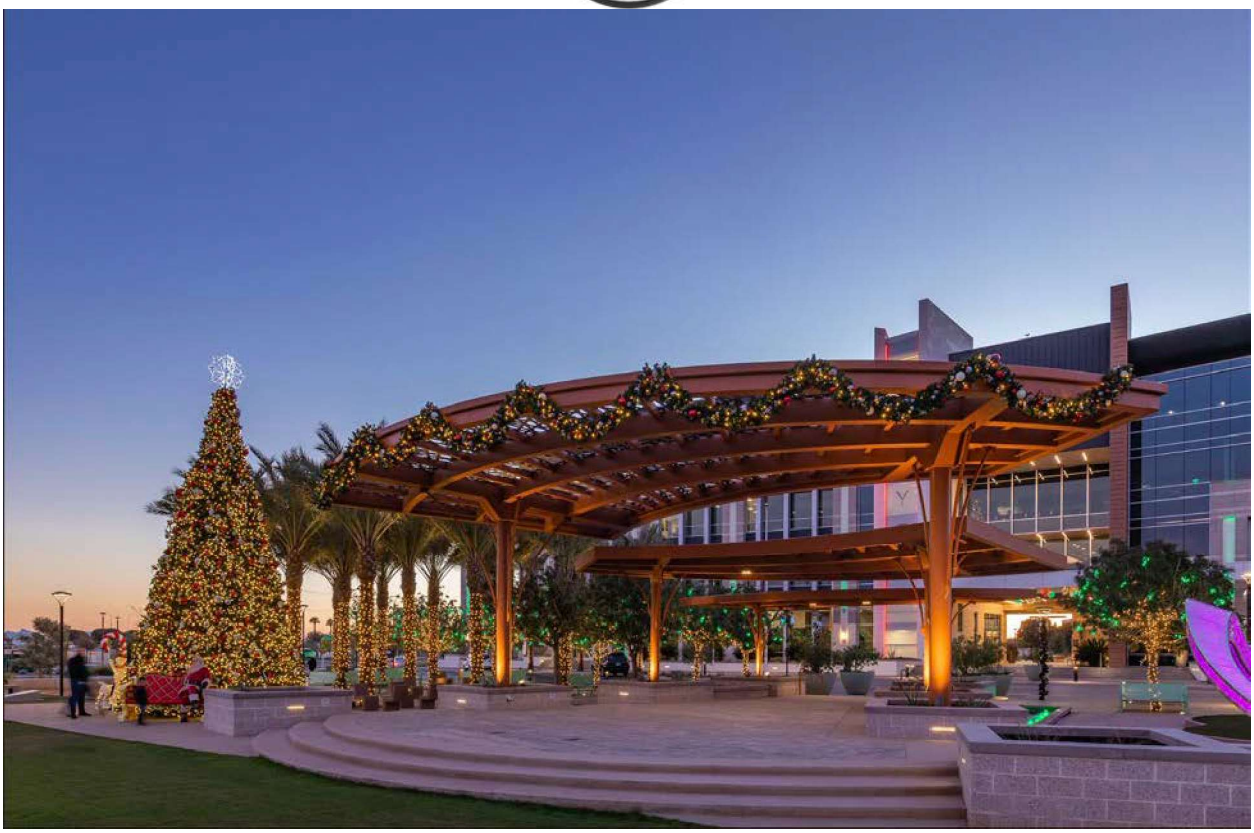
Contact Name: Heidi Barriga
Contact Phone Number: 623-930-3063
Contact Email Address: Heidi.Barriga@glendaleaz.com
Project Date: Last 20+ years
Project Description and Size: One of the largest displays by a city in the state of Arizona. We light over 100 trees using lifts up to 125ft in height. We install and program a 30ft RGB tower tree and in 2022 had zero down time on the functionality of that tree (even with rain). We do several large décor motifs, including an immersive Santa House, 20ft Reindeer (pictured below), and various fiberglass props. We do over 3,000ft of building perimeter lighting, light projectors, and flood lights. CLD has worked with the City of Glendale for over 20 years and helped them expand their program to include groundbreaking décor and technology.
Ultimate Project Outcome and Results: All deadlines were met, the client was happy, and the display worked properly throughout the entire season.

2. City of Surprise

Contact Name: Holly Osborn
Contact Phone Number: 623-222-2218
Contact Email Address: Holly.Osborn@surpriseaz.gov
Project Date: June 2022 – January 2023
Project Description and Size: Surprise is one of the anchor cities in the west valley and in 2022, they increased the scope of their project significantly to help set themselves apart. In fact, to accomplish this, they left their previous vendor to partner with CLD after identifying our company as more capable of elevating their display. We worked tirelessly with the city to incorporate their client-owned products with new and exciting décor and lighting motifs. We freshened up their décor with new ornaments and introduced new elements, too. We lit trees with 150+ strands each (heavy application), installed a 30ft tower tree, 20ft walk-through snowman, 16ft walk-through ornament, 8ft wreaths, and built custom displays branded for their event.
Ultimate Project Outcome and Results: Our results with Surprise were so positive, they have already approved additional scope for 2023 and are in the process of multi-year planning with CLD to create a long-term vision. The feedback from citizens and employees was that 2022 was the best year they have ever had for their display.

3. **City of Goodyear**

Contact Name: Guylene Ozlanski
Contact Phone Number: 623-271-2760
Contact Email Address: Guylene.Ozlanski@goodyearaz.gov
Project Date: Last 5 years
Project Description and Size: Goodyear built a brand-new City Hall and worked with CLD to create an impressive display to kick off its opening. We installed lights on trees, including the fronds of palm trees (pictured below), a 16ft walk-through ornament, garland throughout, a 30ft tower tree, LED spheres, bistro lights, and interior decorations.
Ultimate Project Outcome and Results: Their event was a success and we are already in discussions with the city to work on their project again in 2023.



REFERENCES	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

List minimum of Three (3) Arizona customers, excluding the City of Scottsdale, for whom your company has provided service(s) of a similar scope as this Request for Proposal, during the past three years. Include the length of any contracts listed. Offerors may make multiple copies of this document as needed.

The following questions are asked to enable the evaluation team to assess the qualifications of Offerors under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

Company Name: The City of Glendale, Arizona (Glendale Glitters)

Company Address: 5959 W. Brown St

City/State/Zip: Glendale, Arizona, 85302

Contact Person: Heidi Barriga Telephone #: 623-930-3063

Email: HBarriga@glendaleaz.com Date of Service: Every year for the last 20+ years

Type of Service Provided: Tree Lighting, RGB animation, large holiday displays and motifs, event support, design

Company Name: The City of Surprise, Arizona

Company Address: 16000 N Civic Center Plaza

City/State/Zip: Surprise, Arizona, 85374

Contact Person: Holly Osborn Telephone #: 623-222-2218

Email: Holly.Osborn@surpriseaz.gov Date of Service: Holiday season 2022-23

Type of Service Provided: Tree Lighting, large holiday displays and motifs, event support, design

Company Name: The City of Goodyear, Arizona

Company Address: 1900 N Civic Square Blvd.

City/State/Zip: Goodyear, Arizona, 85395

Contact Person: Guylene Ozlanski Telephone #: 623-271-2760

Email: Guylene.Ozlanski@goodyearaz.gov Date of Service: Last 5+ years

Type of Service Provided: Tree Lighting, large holiday displays and motifs, event support, design

YOUR COMPANY NAME: Christmas Light Decorators

SUBCONTRACTOR'S LIST	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

COMPANY NAME: Christmas Light Decorators

If any Bidder intends to subcontract any portion of this contract, the Bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subcontractors).

NAME: n/a LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: n/a LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: n/a LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: n/a LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

Subcontractor List

To ensure quality that meets our high standards, CLD does not use any subcontractors.

BIDDER QUESTIONNAIRE – COMPANY INFORMATION	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

COMPANY INFORMATION

Company Local Office Physical Address	3414 N. Higley Rd., Mesa, AZ 85215
Office Daytime Phone Number	480-967-1122
Office Fax Number	480-967-1120
Telephone Ordering Phone Number(s)	sales@cldaz.com
Company Email Address	Monday - Friday
Company Operating Hours (Monday – Friday)	9:00 am - 4:00 pm
Company Hours (Saturday)	

NAME OF MAIN CONTACT
(assigned to this contract)

	Aaron Farrelly
Office Phone Number of Main Contract	480-967-1122 ext 101
Cellular Phone Number of Main Contact	480-433-5678
Email of Main Contact	aaron@cldaz.com

NAME OF COMPANY MANAGER

	Aaron Farrelly
Office Phone Number of Company Manager	480-967-1122 ext 101
Email of Company Manager	aaron@cldaz.com
After Hour/Emergency Phone Number(s)	480-433-5678

Signature

Printed Name: Aaron Farrelly

Title CEO/Owner

Company Christmas Light Decorators

Firm and Staff Qualifications Summary Letter
Christmas Light Decorators

1. **Firm History**

Christmas Light Decorators (CLD) is one of the largest providers of holiday lighting, décor, and installation throughout the western United States. We service most Arizona cities, including Scottsdale, Glendale, Peoria, Chandler, Ahwatukee, Tucson, Sahuarita, Goodyear, Tolleson, Surprise, Queen Creek, Sedona, Buckeye, and Tempe, along with hundreds of shopping centers, casinos, and resorts throughout Arizona, Southern California, Texas, and Washington state. In 2022, CLD completed over 300 installations.

Our experience and capability are unparalleled. Spanning over 30 years, CLD has grown from a small, family-owned local business to a sophisticated multi-state industry leader. We collaborate directly with manufacturers from all over the world to create custom, cutting-edge displays of any magnitude and scope. We enjoy the privilege of partnering with our clients to bring to fruition the experiences they envision.

2. **Firm Information**
   a) Name: Saguaro Summit LLC, dba Christmas Light Decorators
   b) Headquarters: 3414 N. Higley Rd, Mesa, AZ 85215
   c) Years doing business: 34 years
   d) Main Office Line: 480-967-1122
   e) Website: www.christmaslightdecorators.com

3. **Firm Organization and Key Personnel**

Christmas Light Decorators has spent the last 2 years working tirelessly at creating an Accountability Chart (also known as an Org chart), that provides the structure needed to succeed in this industry. There are two primary departments that will be heavily involved with Scottsdale's project: Project Management and Operations. Project Management will coordinate efforts between Scottsdale and CLD Ops to organize a timeline, design the displays, incorporate the displays into Scottsdazzle's event, and ensure a cohesive nature throughout the project. Ops will deliver the product, including the production, installation, maintenance, removal, and storage. Thanks to our Accountability Chart, tasks are clearly identified for each member of the team.

CLD has a year-round staff of over 25 team members and a seasonal staff of over 60. CLD will have the following staff committed to this project, all of which operate out of our corporate location in Mesa:

Aaron Farrelly
CEO/Owner
aaron@cldaz.com 480-433-5678

Aaron has over 13 years of experience in the industry and started out as a field technician. Over the years, he worked his way into sales, then worked as a Project Coordinator. After finishing his undergrad in Supply Chain Management, he transitioned into Operations on a full-time basis. His breadth of experience and exposure to all things Christmas is invaluable all year.

Degrees and Certifications: OSHA 30 certified, lift certified (up to 125ft), BS from ASU, Summa Cum Laude, MGM from Thunderbird School of Global Management, fluent in Spanish

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Robert Fillmore
CFO
robert@cldaz.com 801-915-4691

Rob is one of the newer members of the CLD team and has quickly proven his value in 2 short years. Rob is a perfectionist, a requisite trait for our industry. Finance is his passion, and Rob has helped CLD achieve a strong cash position with discipline and budgeting. This has allowed CLD to invest in our future, expand our offerings, and provide the stability our clients rely on.

Degrees and Certifications: BS from BYU, MSFIN from ASU, fluent in Spanish

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Andrea Wells
Senior Project Coordinator
andrea@cldaz.com 602-579-3074

Andrea's artistic background and talents have been a key asset in designing and coordinating CLD's most complex projects. She started out at CLD 3 years ago working in the Production Department, which gave her invaluable experience working hands-on with CLD's products, before moving into her current role. She has attended the largest global Christmas trade show in Germany and has a direct relationship with our worldwide designers and manufacturers.

Degrees and Certifications: BA in Interdisciplinary Studies with an emphasis in art from the University of Northern Colorado Greeley

Joseph Topham
Senior Crew Leader, RGB Specialist
joseph@cldaz.com 480-550-2599

Joseph is one of CLD's most experienced Crew Leaders, successfully managing our largest projects—including The Shops at the Bravern in Washington and Domain Northside in Texas. His natural ability to understand technology has assisted him in contributing to CLD's success with RGB and other advancements in the industry. Joseph has over 8 years of experience and will be a critical contributor to Scottsdale's installation.

Degrees and Certifications: OSHA 30 certified, lift certified

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Jesus Leyva
Field Operations Manager
j.leyva@cldaz.com 480-265-5129

Jesus started installing with CLD 13 years ago. When he became a full-time educator and soccer coach, he continued to work for CLD on his weekends and breaks. Now as he once again works for CLD full-time, he brings that crucial teaching experience to his leadership of our Field Operations, along with his decade plus of field experience.

Degrees and Certifications: In process of OSHA 30 certification, lift certified, BS from Grand Canyon University, fluent in Spanish

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Richard Plascencia
Scheduling Manager, Head of Safety Committee
richard.p@cldaz.com 480-765-7425

Richard has been with CLD for 6 years. His previous experience managing the operations for a large-scale event rental company has proven critical in his current role overseeing the complicated, multi-faceted schedules of client installations and crews. He is an essential part of coordinating and executing every installation.

Degrees and Certifications: OSHA 30 certification, fluent in Spanish

4. Goals and Objectives / Local Knowledge

All of CLD's team reside in Arizona, and many have lived in the state their entire life. We have a diverse team, but many spend ample time in the city of Scottsdale, whether to shop, dine, or consume other forms of entertainment. CLD does over 100 projects in Scottsdale, including Kierland Commons, Scottsdale Quarter, Fashion Square, Waterfront, Scottsdale 101, Kierland Westin—just to name a few. We are familiar with the city and know how to work effectively within in.

Scottsdale has a premium reputation and is nationally known and recognized. They host some of the nation's largest events and accommodate millions of visitors annually. Holiday décor and lighting are enjoyed during a time of year in Arizona when residents and tourists want to be outside. This is especially true at McCormick Train Park. Scottsdazzle has been a groundbreaking event in Arizona. It has set a high standard for how other cities approach their own holiday branding and incorporate the holidays into their objectives as a city. CLD knows this personally, because many cities have given us this feedback directly while working with us on their projects.

Scottsdazzle is admired as an upscale display, while maintaining a family-friendly atmosphere that is inviting toward all. What CLD proposes on the canal is a different feel from what we propose in Old Town or along the Shops on 5th Ave, for example. The canal is more modern, while Old Town strives to maintain the western roots of the city. We take these things into consideration when designing for Scottsdale. Likewise, McCormick Train Park leans heavily into lights, animation, and kid-friendly motifs. We have worked hard with the Train Park staff over the years to expand their display with their goals and needs in mind.

Finally, CLD is a versatile company that operates year-round and can accommodate non-Christmas requests such as banner installations, custom designs for One-Eyed Jack, and anything else that might come up. Our bandwidth is unmatched in Arizona and our local expertise uniquely qualifies us to collaborate on projects of any size or style.

5. Key Issues and Potential Obstacles

CLD takes ownership of our products and stands behind their quality and performance. We are testing, repairing, and improving our products all year in preparation for the holiday season. Additionally, we always make sure every product is working during the installation itself.

Knowing that Scottsdazzle is an event-based project, CLD will do proactive maintenance checks leading up to each nightly event. Additionally, CLD will have staff onsite during Scottsdazzle's kick-off along the canal. Families and children attend Scottsdazzle and are also the primary audience at McCormick Train Park. Because of this, we take extra precautions to secure our product at installation, so there isn't a risk of injury to any guests.

Our scheduling manager monitors emails and texts constantly, so we can respond and dispatch repair crews in an expedited manner. Our accessibility is literally 24/7 during the holiday season. We understand how important every day is for our clients during the holiday season. We have repair crews who monitor the entire state of Arizona on a nightly basis. Our CLD guarantee is to respond to every service call within 24 hours, and we are usually onsite for repairs the same day.

One example of our responsiveness is from the 2022-23 season when a popular TikToker climbed inside the 40ft Christmas tree along the canal in Scottsdale and planted a giant cutout of his face on the top of the tree. Within a couple of hours of hearing about what had happened, CLD was already onsite removing the sign. Our size, expertise, and commitment mean we can handle any potential issues that may occur.

6. Services to be Provided / Industry Knowledge

Design – CLD works hard to stay on top of trends. Just this year, CLD attended Christmas World, in Frankfurt, Germany. This is the largest tradeshow in our industry, where companies from around the world display their new products and ideas. CLD has found some of its most important partners through this process and has brought innovation to the City of Scottsdale that is unique to their display. CLD takes design very seriously and invests a lot of time and resources into this aspect of our services. Everything we do starts in this phase, and we will work with the city each year in creating a design that fits their objectives and vision.

Lighting – CLD has been a pioneer in all things holiday lighting. We were first to market with animated snowfall lighting and RGB technology, and we invented canopy cluster lighting in Arizona. Our ability to light trees, cacti, cholla, and other intricate flora creates a coveted look. We have had new clients from Las Vegas to Austin seek us out after simply seeing our lighting at competing properties. There is an artistic quality to how lights are utilized in a display, and we are always experimenting with new concepts and ideas. The champagne style lights used at Scottsdazzle in 2022 are a perfect example of lighting innovation within our company.

Decor and Motifs – This is an area that has really exploded in the last 10 years. Lighting has always been a staple of what we do but expanding our décor and motif selection has set us apart even further. CLD has access and purchasing power that provides our clients an expanded selection of products not found elsewhere. Not only this, but we can custom design décor that is branded for a client's specific needs. CLD has designed our own décor packages and does final assembly in our Mesa location. This allows us flexibility and helps control quality. We have worked hard to source ornaments and décor that holds up in the Arizona sun, as UV exposure is still a big issue during the colder, holiday season.

Installation and Rigging – CLD has a large portfolio of installation experience that ranges from installing 30ft wreaths at Scottsdale Quarter to large scale overhead displays in Seattle Washington. We have a deep bench of experienced installers that we put through continuous education to find better and safer ways of doing things. Our managers and crew leaders are OSHA-certified. In 2022, CLD hired a retired captain of the fire department to help improve safety and operational procedures. We are proud to report zero injuries during the 2022-23 season, despite growing our installation arm by over 10%.

At Scottsdale, CLD will utilize lifts up to 65ft in height, as well as our fleet of bucket trucks. Installing pole decorations throughout Scottsdale requires a crew that is familiar with road traffic safety and trucks that are equipped with proper lights and signals. We can confidently provide both to ensure a seamless installation. Another complicated part of Scottsdale's installation includes installing décor on top of Marshall Bridge, along the waterfront. CLD has successfully executed this for several years without any complications. This requires careful maneuvering with a 65ft straight arm lift to avoid damage to either the bridge or the Scottsdazzle sign that is usually installed prior to CLD arriving.

CLD recognizes the need for parts of Scottsdale's installation to occur at night, while others are best suited for the daytime. We have the staff and resources available to run both shifts and are careful about scheduling in such a way that provides the least amount of disruption to the city. 100% of the McCormick Train Park project is installed at night to avoid any disruption to their space. All work that is done on the major streets throughout Scottsdale will be performed at night for the same reason.

Event Support and Maintenance – During the night of Scottsdazzle's kickoff event, CLD will provide a minimum of 4 staff members to support Scottsdale and their event company. We will do checks on everything earlier that same day and be equipped to troubleshoot anything that might arise during the event. We will also help flip the appropriate switches to create a "turn on" effect when the mayor flips the primary switch on stage. The décor and lighting aren't only for the event dates, however, and CLD will do a minimum of 2 visits per week to check all displays. Additionally, we have a 24 hour or less reaction time to any outages reported by the city or its staff. Making sure the displays work all season is something we take very seriously.

7. Availability and Capacity of Workload

CLD is the largest company of its kind in Arizona, and one of the largest in the entire United States, providing services to over 300 projects per year in multiple states. We operate out of a 40,000 square foot warehouse, have a fleet of over 12 bucket trucks, 6 pickup trucks, 2 pull behind trailers, 10+ rented box trucks, rented lifts of up to 125ft in size, and countless other tools and equipment. We run teams on day and night shifts, to accommodate any type of installation in a safe manner. Our team is dedicated to delivering a working product and we

stand behind anything we agree to. We own our mistakes and always make them right. We provide our clients with several points of contact to facilitate a fast response time and have a calling tree that directs our teams to the appropriate person any time of day or night. Our availability is literally 24/7 during the holiday season.

To ensure quality that meets our high standards, CLD does not use any subcontractors.

Project Schedule

CLD places a priority on having a thorough plan well in advance of installation, including mapping out the schedule details. We also have highly specialized crews that are assigned exclusively to lighting projects, pole décor installations, or general décor installations. This maximizes efficiency, decreases errors, and yields the highest quality outcomes for projects. The schedule for the Scottsdale installation will be as follows:

- Starting in the middle of September, we will send crews of typically 8 to 11 members to install the general lighting at the canal bank, downtown, and McCormick Train Park. The lighting installation will be completed across the fall months and will be finished by Thanksgiving.
- Downtown lighting will be turned on according to Scottsdale's requested schedule. For example, lighting may be turned on in advance of the holiday season for Canal Convergence.
- Around October, CLD will perform a walk-through with the City of Scottsdale's key personnel, as well as the Scottsdazzle event planners.
- Pole decorations will be installed in mid-November. We have already tentatively reserved calendar dates for Scottsdale's pole installations for our 5-member pole décor crews. These are typically installed in a couple of nights.
- Décor will also be installed in the middle of November. CLD has reserved crews of up to 14 for this scope. We anticipate this phase will take approximately 4 to 5 nights.
- CLD will also have staff onsite for the Scottsdazzle turn-on event.
- Ongoing maintenance will be routinely scheduled following the lighting turn-ons. In addition to responding to any intermittent repair requests, CLD will schedule crews to go out regularly to keep everything functioning and minimize outages or other Issues.
- Following the new year, removal of lighting, poles, and décor will be scheduled.

We pride ourselves on the quality of our work. The installation is merely the preface of an experience that lasts all season. This is why we dedicate significant resources and protocols to quality control practices. Following each phase of installation, the dedicated Project Coordinator for Scottsdale will perform a quality control check to ensure the accuracy and aesthetic of each project component, as well as making sure the infrastructure and displays remain in working order.

BIDDER QUESTIONNAIRE – EQUIPMENT LIST	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

List all equipment you intend to use in the performance of this Contract, if applicable.

65ft straight arm boom lift, 42ft aerial bucket trucks (fleet of 12), trailers for transporting decor, enlosed box trucks for moving decor, ladders, rigging equipment and tools, other miscellaneous tools and supplies

Complete list and description of vehicles to be utilized on the sites. Include vehicle license plate numbers.	Aerial Bucket Truck - 2011 Ford F550 - Plate # 0AA7KD Aerial Bucket Truck - 2012 Ford F550 - Plate # 0CA7KD Aerial Bucket Truck - 2013 Ford F550 - Plate #0DA8KD Aerial Bucket Truck - 2013 Ford F550 - Plate # 0WA6KD 2013 Nissan Titan - Plate # 0PA8KD 2018 Dodge Ram - Plate # 0RA5KD
Contractor's Physical Address	3414 N. Higley Rd Mesa, AZ 85215
Contractor's Mailing Address	*Same as physical address*

BIDDER QUESTIONNAIRE - SIMILAR / RELEVANT PROJECTS	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

All bidders shall list company's experience with a minimum of two (2) Arizona customers, excluding the City of Scottsdale, for whom your company has provided service of similar scope as stated herein, within the past four (4) years. (References may or may not be checked, so please ensure the information is accurate and current.) Additional documentation may be submitted with your bid to support the information as provided.) Offeror shall make an additional copy of this page, as needed.

The following information will enable the evaluation team to assess the qualifications of Bidders under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

Name of the Project: The City of Glendale, Arizona (Glendale Glitters)

Description of the Project: One of the nations longest standing holiday events

Location of the Project: Downtown Glendale in and surrounding Murphy Park

Owner Point of Contact: Heidi Barriga

Owner Email: Heidi.Barriga@glendaleaz.com Owner Telephone: 623-930-3063

Start date: 08/10/2022

Final completion date: March 2023 (still ongoing)

Original Cost: $173,757.27

Final Cost: $246,874.21

Name of the Project: The City of Surprise, Arizona

Description of the Project: Large event based lighting and decor, spread throughout the Sports Complex area

Location of the Project: Surprise Aquatic Center, City Hall Offices, Bullard, and surrounding areas

Owner Point of Contact: Holly Osborn

Owner Email: Holly.Osborn@surpriseaz.gov Owner Telephone: 623-222-2218

Start date: 06/27/2022

Final completion date: 01/18/2023

Original Cost: $35,000.00

Final Cost: $206,276.47

OFFER AND ACCEPTANCE

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85258
Phone: 480-312-5700 – Fax: 480-312-5701

SOLICITATION #	RFP-122022-038	SOLICITATION TITLE:	SEASONAL, HOLIDAY AND EVENT DÉCOR & LIGHTING

OFFER

TO THE CITY OF SCOTTSDALE:
The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this Offer form certifies that he has read; understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non-Collusion and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION			FOR CLARIFICATION OF THIS OFFER, CONTACT:	
Saguaro Summit LLC, dba Christmas Light Decorators			Aaron Farrelly	
Company Name			Printed Name	
3414 N. Higley Rd.			CEO/Owner	
Address			Title	
Mesa	Arizona	85215	480-433-5678	
City	State	Zip	Phone	
		2/23/2022	480-967-1120	aaron@cldaz.com
Signature for Offeror		Date	Fax	E Mail
Aaron Farrelly, CEO/Owner				
Printed Name and Title of Authorized Signatory			Address (if different from Company info)	
82-4786609				
Federal Employer Tax ID # or SSN as per W9 Statement			City, State, Zip (if different from Company info)	

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD

(for City of Scottsdale Use Only)

The Contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract #**

The contract consists of the following documents: 1) Solicitation **# RFP-122022-038** and all addendums (if applicable) as issued by the City; 2) The Contractor's response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment_____, dated_____.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order : ☐ Payment Bond ☐ Performance Bond, ☐ Insurance Certificate(s), ☐ I.R.S. Form W-9/Taxpayer ID No. & Certification, ☐ other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.	**City of Scottsdale**, a municipal corporation Offer Accepted and Awarded this _____ day of _____ , 20___
Risk Management issues reviewed and approved as to form _____, 20___ by City of Scottsdale Risk Management Director	_____ Robert Schoepe, Purchasing Director, CPM
Recommended award approved _____, 20___ by City of Scottsdale Contract Administrator	Or Designee _____

Project Approach and Design

General Approach and Design

Every 3 to 5 years, we suggest a client makes major scope adjustments to keep their patrons interested and engaged. Last year we made major changes to Scottsdazzle, including new colors and décor pieces. We added photo opportunities that were one-of-a-kind and could only be found in Scottsdale. These included elegant angel wings, a new walk-through present, white and silver deer and sleigh, and a custom flying Santa with reindeer. Though our primary focus has been the canal banks, we tie their décor together with Old Town and the many surrounding districts. We have elf pieces spread throughout the area, with "Take an Elfie" branded signs to engage guests. We install greenery on signage, decorations on poles, and light over 150 trees. Additionally, we install wreaths on One-Eyed-Jack, and all the horse statues near Old Town and along Indian Bend Road.

In 2023 CLD proposes maintaining some of the core pieces, but adjusting in the following ways:

1) Change all décor package colors to traditional (red, green, gold)
2) Do a new statement piece on top of Marshall Bridge (the trees have been showstopping, but we believe they have reached their peak and something new will liven things up)
3) Change out the elves for a different interactive piece throughout Old Town and the Shopping districts
4) Change the 40ft tree topper to something more traditional to match the new color scheme
5) Change out the beaded light curtains on the bridge for a new concept

Key Project Areas

1. Area 1 (High Definition) Waterfront Canal Banks

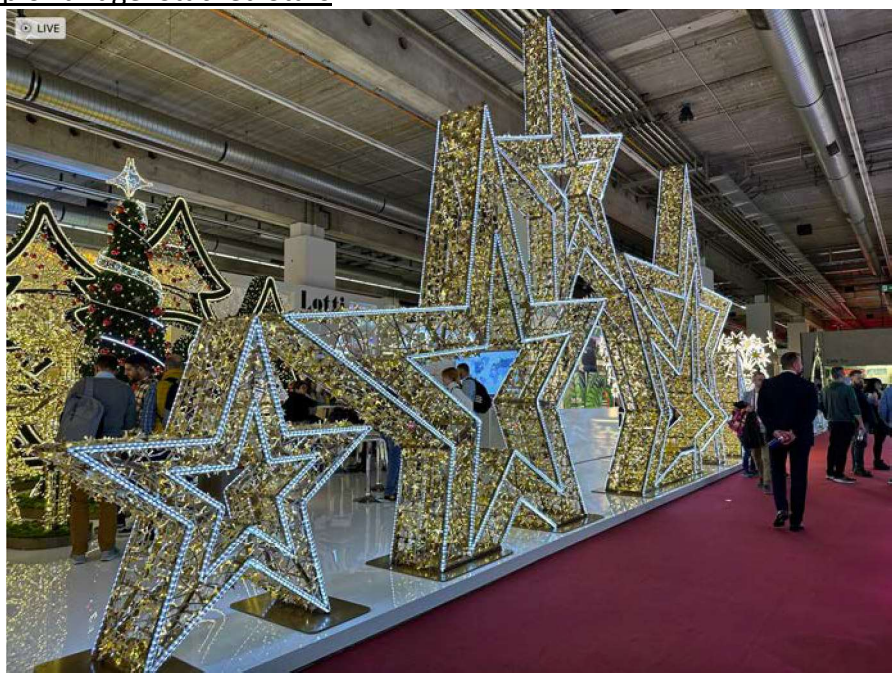
CLD has worked with the city of Scottdale for the past 6 years and helped them develop Scottsdazzle. The vision along the canal has evolved, especially once COVID hit in 2020. We re-designed the canal to be a walking experience where guests can be outside and enjoy lights and decorations. We have identified several spots where photo opportunities exist along the canal and change out the décor items every 2-3 years to keep things fresh. Additionally, CLD pioneered installing large Christmas trees on top of Marshall Bridge. Together with displays being suspended above the canal water, the canal bank is a beautiful walking experience that everyone can enjoy. In 2023, we will continue lighting all trees along the canal and add some new twinkle cluster lights in the canopies. CLD recognizes the unique set up at the canal and accommodates our installation accordingly. We are careful with lifts to avoid hitting the perimeter string that attaches from pole to pole on the south side. We barricade off areas, while working to help direct pedestrian traffic away from our equipment. We also have a

strategic installation schedule to address the high traffic areas first, so we can work on our displays without disrupting regular traffic. Our proposal for the canal banks can be shown in the following set of pictures.

Marshall Bridge:

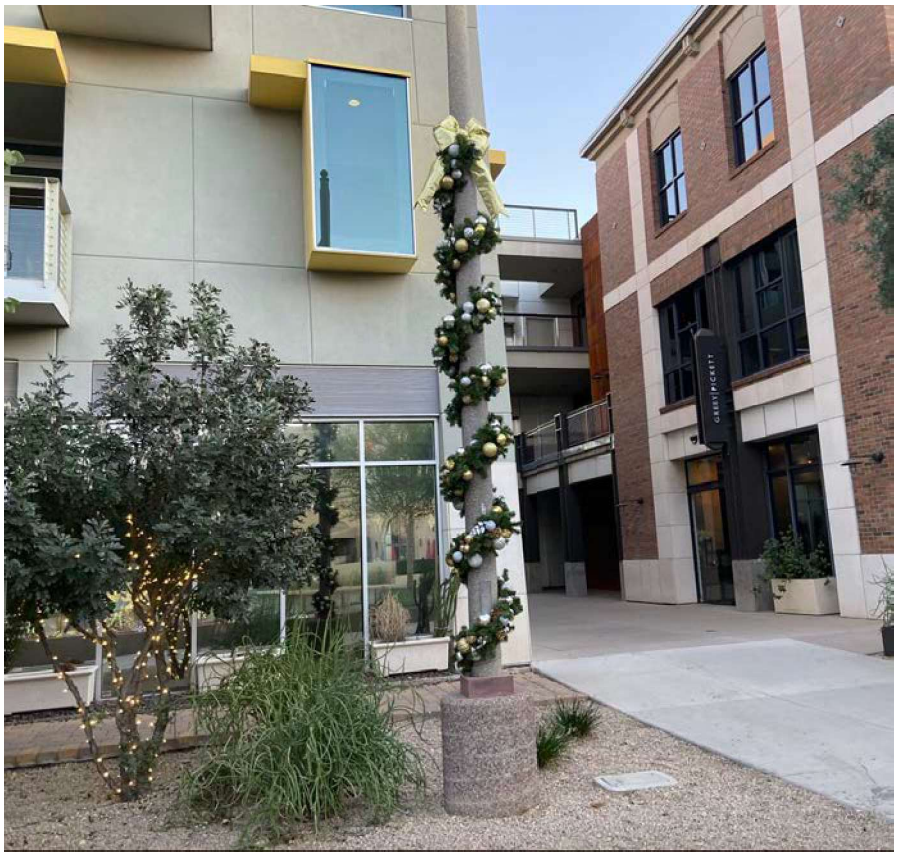
Note: Change décor package colors on wreath and garland, change out beaded curtains for a new concept, maintain center pieces (Malaccas), and finally change out trees on top of bridge.

Idea for on top of bridge: Stacked Stars



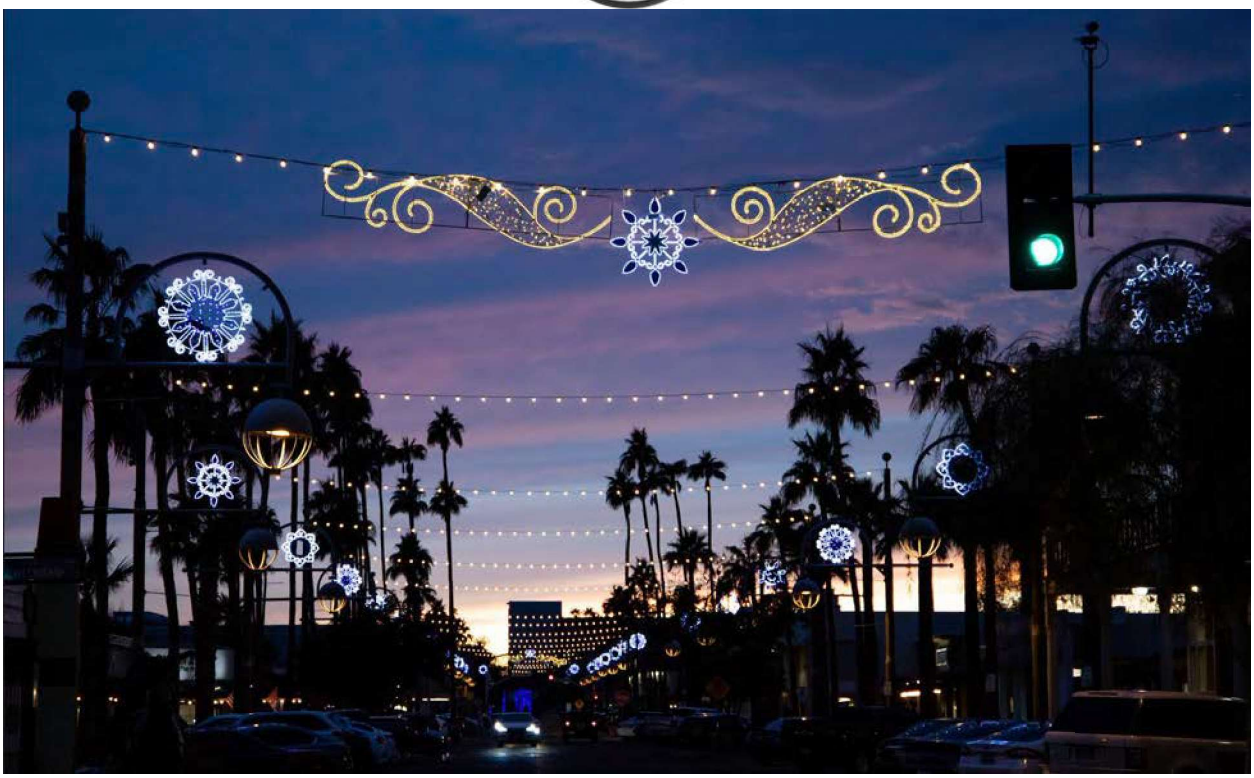
Items to keep along the canal bank:

Scottsdazzle



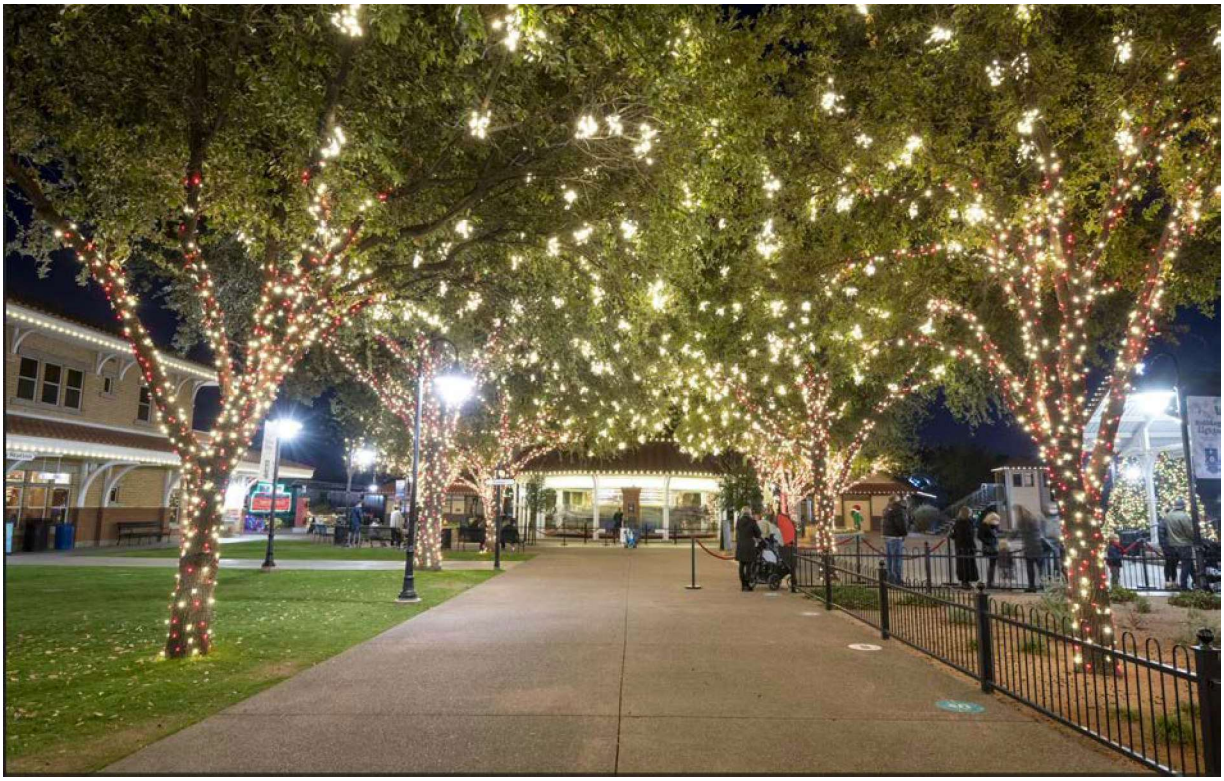
2. **Areas 2-6 (Moderate Definition)**

Areas 2-6 have similar characteristics and so, for the purposes of this bid, we will group them together. These are high traffic areas without much ground space for displays. Plus, with the canal bank being the targeted high-definition area, we want to ensure an effective spread of resources in this area, without sacrificing quality. As a result of these things, we propose tree lighting, pole decorations, and overhead displays. On the 5th Ave Shops signs, greenery will also be installed to match the décor package on the canal bank. The following pictures demonstrate what CLD proposes for these areas:



3. **McCormick-Stillman Railroad Park**

The Railroad Park objective can be summarized in one word: children. At CLD, we embrace families and love children. In fact, we open our showroom to the public annually for children and families to enjoy the WOW effect of being there. Their reactions to our displays are pure amazement, and it is one of the things that inspires our team to do what we do. CLD has many options for selfie stations at McCormick, many of which are already on display there. As McCormick has built up their program over the years, our selection of products has been their go-to. In addition to selfie stations, we have worked with McCormick to incorporate RGB technology, tree lighting, and other miscellaneous décor motifs. In addition to Christmas displays, we have worked with McCormick in enhancing their Halloween decorations, providing them with kid-friendly selfie stations for that season as well.



Santa Fe
AGUILA
RAILWAY EXPRESS AGENCY
Cream
venirs
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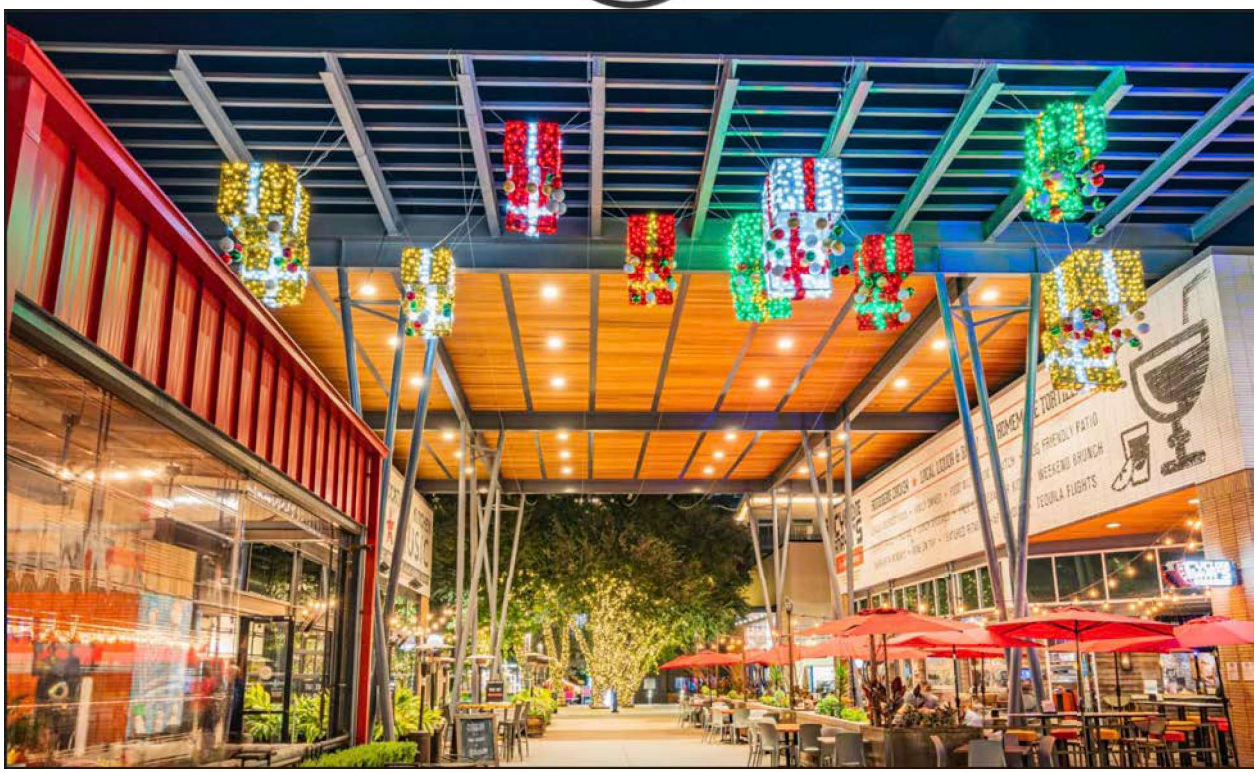
Notes/Additional Information

CLD believes in a collaborative approach to design. For this reason, we have invested many resources into a showroom where our clients can be inspired and work together with CLD to fulfill their vision. We invite Scottsdale to our showroom to finalize design. This approach is what has made Scottsdazzle and McCormick Railroad unique over the last 6 years. It has set them apart from the rest of the Valley. We want our clients to be comfortable with their selections when spending the amount of money these programs require. When you can see and touch the products in real life, it helps accomplish this goal. CLD can scale up or down based on a client's need, and usually late into the year. Because we have product on hand, we have the advantage of adding last minute requests and/or changes. CLD is confident we are the right partner for Scottsdale based on previous experience, and clear vision for the future. We invest for long-term innovation and growth, and Scottsdale will benefit from this in their program.

To further demonstrate our design, installation, and overall capabilities, the following pictures have been included:

THE SHOPS AT THE
BRAVERN
GUCCI
GUCCI
GUCCI

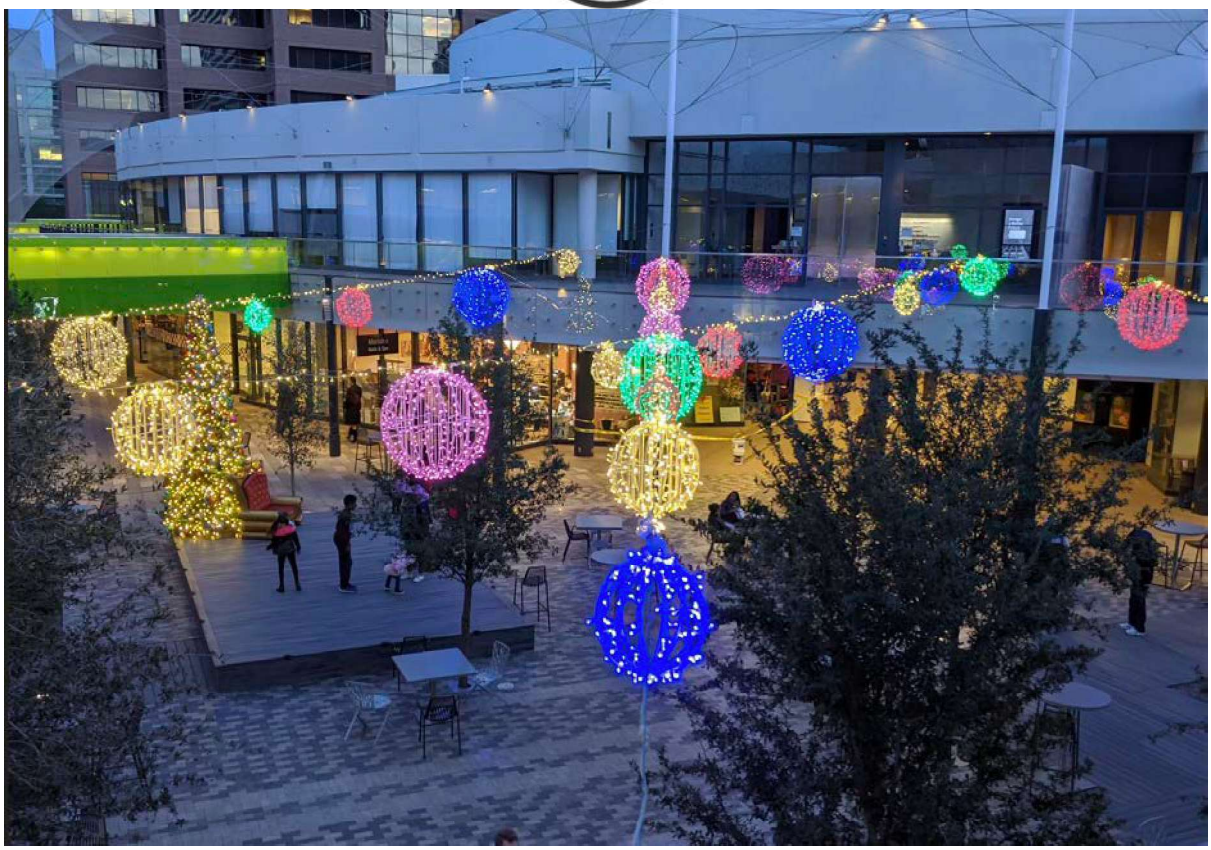
ARCHER



TIFFANY&Co

City of Peoria

TOYS!



CATERING
SALADS
HOT

PRICING PROPOSAL FORM	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

All costs must be all inclusive for the scope of work, within the fixed firm price, and no amounts over and above the Bidder's proposed fees will be paid for each type of Definition for the areas as listed:

A. SEASONAL DÉCOR and LIGHTING (as described in Section 6.2 & 5.2 [i.e. install, maintain, remove in addition to design]):

ITEM	DESCRIPTION	Approximate # of lights	TOTAL COST
1)	Area 1 with high definition design	_____	$ NA
2)	Area 2-6 with moderate definition design	_____	$ NA
3)	Area 7-8 with subtle definition design	_____	$ NA
TOTAL COST FOR SEASONAL LIGHTING:			**$ NA**

B. HOLIDAY DÉCOR and LIGHTING (as described in Section 6.2 & 5.2 [i.e. install, maintain, remove in addition to design]):

ITEM	DESCRIPTION	Approximate # of lights	TOTAL COST
1)	Area 1with high definition design	250,000	$ 196,000.00
2)	Area 2-6 with moderate definition design	35,000	$ 89,000.00
3)	Area 7-8 with subtle definition design	4,800	$ 5,000.00
		TOTAL COST FOR HOLIDAY LIGHTING:	**$ 290,000.00**

C. SPECIAL EVENT DÉCOR and LIGHTING FOR ATTACHED EXHIBIT "B" – SAMPLE SPECIAL EVENT REQUEST (tasks as described in Section 6.4) (An average of the three ~~displays;~~ elaborate, moderate and subtle will be used for price evaluation purposes):

ITEM	DESCRIPTION	QTY	UOM	COST	TOTAL COST
1)	Special Event-Elaborate Display	1	DAY	$_____	$ TBD
2)	Special Event-Moderate Display	1	DAY	$_____	$ TBD
3)	Special Event-Subtle Display	1	DAY	$_____	$ TBD
				TOTAL COST FOR SPECIAL EVENT ALL DISPLAY TYPES:	$ TBD
				AVERAGE SPECIAL EVENT COST (Total cost ÷ 3):	**$ TBD**

COMPANY NAME: Christmas Light Decorators

PRICING PROPOSAL FORM

SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING

RFP-122022-038

E. MCCORMICK-STILLMAN RAILROAD PARK (as described in Section 6.5)

ITEM	DESCRIPTION	TOTAL COST
1)	Elaborate Holiday Décor and Lighting Display for McCormick-Stillman Railroad Park:	$ 75,000.00
	TOTAL COST FOR MCCORMICK-STILLMAN RAILROAD PARK:	$ 75,000.00

F. GRAND TOTAL OF TABLES A - E:B

ITEM	DESCRIPTION	TOTAL COST
A	Total Cost for Seasonal Décor and Lighting (Including Design Fees)	$ included in holiday
B	Total Cost for Holiday Décor and Lighting (Including Design Fees)	$ 75,000.00
C	Average Cost for Special Event Décor and Lighting (Including Design Fees)	$ included in holiday
D	Total Cost for McCormick-Stillman Railroad Park (Including Design Fees)	$ 75,000.00
	GRAND TOTAL FOR A-E:	$ 75,000.00

G. **GRAND TOTAL OF TABLES A – E** (Without the Design fee/cost for any contract extensions where the City uses one of the original designs submitted with Bidders proposals or a design from a prior contract year). *This pricing will not be evaluated as part of price evaluation, but will become part of contract pricing for the awarded Bidder:*

ITEM	DESCRIPTION	TOTAL COST
A	Total Cost for Seasonal Décor and Lighting (Less any Design Fees)	$ NA
B	Total Cost for Holiday Décor and Lighting (Less any Design Fees)	$ NA
C		$
D	Average Cost for Special Event Décor and Lighting (Less any Design Fees)	$ NA
E	Total Cost for McCormick-Stillman Railroad Park (Less any Design Fees)	$ NA
	GRAND TOTAL FOR A-E:	$ NA

H. MCCORMICK-STILLMAN RAILROAD PARK (As described in Section 6.5 with Elaborate & Subtle Designs) *This pricing will not be evaluated as part of price evaluation; but will become part of contract pricing for the awarded Bidder*:

ITEM	DESCRIPTION	TOTAL COST
1)	Elaborate Seasonal/Holiday Lighting Display for McCormick-Stillman Railroad Park:	$ 75,000.00
2)	Subtle Seasonal/Holiday Lighting Display for McCormick-Stillman Railroad Park:	$ 61,000.00

COMPANY NAME: Christmas Light Decorators

PRICING PROPOSAL FORM	
	SEASONAL, HOLIDAY AND EVENT DÉCOR & LIGHTING **RFP-122022-038**

*****TAXES***

1.	Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

ADDENDA

The Bidder hereby acknowledges that his bid/proposal pricing is based on all of the addenda that were issued by the City prior to the opening of this bid/proposal.

NO BID: If no bid please state reason:

COMPANY NAME: Christmas Light Decorators

BIDDER GENERAL DISCLOSURE FORM	
	SEASONAL, HOLIDAY AND SPECIAL EVENT DÉCOR & LIGHTING **RFP-122022-038**

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

[ ] YES [X] NO

If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

[ ] YES [X] NO

If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

[ ] YES [X] NO

If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

Signature	CEO/Owner Title
Aaron Farrelly Printed Name	2/23/2022 Date

COMPANY NAME: Christmas Light Decorators

EXHIBIT B
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025151

Proposal and Fee Schedule

See following pages.

Buckeye, City of - Pole Décor Install/Removal 2024

Buckeye, City of
530 Monroe Avenue
Buckeye, AZ 85326
United States

Kimberly Anderson
kanderson@buckeyeaz.gov
623-377-8041

Reference: 20240424-171545664
Quote created: April 24, 2024
Quote expires: May 24, 2024
Quote created by: Willie Haynes
Senior Project Coordinator
willie@cldaz.com

Comments from Willie Haynes

We look forward to working with you on this project! Please reach out to me with any questions.

Products & Services

Item & Description	Quantity	Unit Price	Total
Client Owned Pole Décor Assumes brackets are already in place and remain up year round	1	$0.00	$0.00
Pole Decor- Labor Labor - Install/Remove Client Owned Pole Décor	33	$219.00	$7,227.00
Storage Storage - Storage of client-owned décor. -(33) Various Pole decorations	1	$1,245.00	$1,245.00
One-time subtotal			$8,472.00
	Total		**$8,472.00**

Purchase terms

50% due upon approval, 50% due upon completion of work or November 15th, whichever comes first.

Signature

Signature

Date

Printed name

Questions? Contact me

Willie Haynes
Senior Project Coordinator
willie@cldaz.com

Christmas Light Decorators
3414 N Higley Rd
Mesa, AZ 85215
United States

City of Buckeye - Christmas 2024 Lease (updated 8.5.2024)

Kimberly Anderson
kanderson@buckeyeaz.gov
623-377-8041

Reference: 20240424-171159250
Quote created: April 24, 2024
Quote expires: December 31, 2024
Quote created by: Aubrey Wells
Senior Project Coordinator
Aubrey@cldaz.com

Comments from Aubrey Wells

We look forward to working with you on this project! Please reach out to me with any questions.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Building Light Line		1	$0.00	$0.00
C9 Smooth - 15" Roofline Light Line - Warm White Leased - C9 Light Line Roofline Application, Warm White LED Smooth Bulb, 15" Spacing, Price is per Foot		3,445	$2.46	$8,474.70
Monroe and 6th St Plaza		1	$0.00	$0.00
30ft. Candy Cane Tree Décor Package -For RGB Tree Leased - Candy Cane Tree Décor Package, 24ft., Red, Silver, & White Variety of Ornaments		1	$5,460.00	$5,460.00
Client Owned Tree Collar		1	$0.00	$0.00

Item & Description	SKU	Quantity	Unit Price	Total
14in. Garland - Undecorated - Client Owned Client Owned - 14in x 9ft Undecorated Garland, For Free Collar, Warm White LED, 12.5lbs		6	$0.00	$0.00
Misc - Labor Labor - Installed client owned tree collar with client owned garland		1	$1,195.00	$1,195.00
6.6ft. Wood Style Norwegian Sleigh Leased - Wood Style Norwegian Sleigh, 6.6'L x 4'W x 3.3'H, 280 lbs., Fiberglass, 2 person		1	$2,852.00	$2,852.00
6.8ft. Snowman Duo Photo Pod Leased - Snowman Duo Photo Pod, 5.6'L x 2.9'W x 6.8'H, 250 lbs., Fiberglass		1	$2,457.00	$2,457.00
6ft. Menorah - Silver Lease - 6ft. Menorah - Silver		1	$1,879.00	$1,879.00
Rotating Image Projector Leased - Ultimate LED Projector, Black, .4 Amps, 9 lbs, Rotating Image, Projection up to 40FT, 70 degree lens, Warm White		2	$2,577.00	$5,154.00
Stainless Steel Gobo Leased - Stainless Steel Gobo		2	$0.00	$0.00
Pole Mount for Image Projector Leased - Pole Mount Accessory for Image Projection System		2	$0.00	$0.00
24in. Radiant Rope Light Snowflake, Warm White 24in. Radiant Rope Light Snowflake, Warm White LED		4	$85.00	$340.00
14in Warm White Sphere		6	$152.00	$912.00
14in. Candy Cane Garland Leased - 14in. X 9ft. Decorated Garland, Candy Cane, Warm White LED , 12.5 lbs.		2	$216.72	$433.44
City Hall		1	$0.00	$0.00

Item & Description	SKU	Quantity	Unit Price	Total
16ft. Goldwin Gate Walk-through Arch Leased - Goldwin Gate, Warm White & Red LED, 13'L x 4.9'W x 16.4'H, .9 Amps, 308 lbs, Walk-through Arch		1	$8,977.00	$8,977.00
3ft. 4 Ornament Stack - Purple, Emerald, Red, Gold Leased - 4 Ornament Stack, Purple, Emerald, Red, Gold, 6.6'D x 5.4'H, Fiberglass		1	$7,135.00	$7,135.00
8ft. Candy Cane Wreath with Bow Leased - 8ft. Decorated Wreath with 36in. Bow, Candy Cane, Warm White LED, .28 Amps, 105 lbs		3	$1,425.00	$4,275.00
4ft. Candy Cane Spray Leased - 4ft. Decorated Spray, Candy Cane, Warm White LED, 14 lbs		16	$220.50	$3,528.00
Chamber of Commerce		1	$0.00	$0.00
Cactus Photo Pod Leased - Cactus Photo Pod, 6.2ft H x 2.4ft L x 1.8ft W, 138 lb, Fiberglass		1	$1,638.00	$1,638.00
6ft. Candy Cane Wreath with Bow Leased - 6ft. Decorated Wreath with 36in. Bow, Candy Cane, Warm White LED, .2 Amps, 85 lbs		1	$665.00	$665.00
BenBow Park		1	$0.00	$0.00
14in. Candy Cane Pole Wrap Leased - (2) 14in. X 9ft. Garland Pole Wrap, Candy Cane, (2) 24in. Bows, Warm White LED, 24 lbs.		2	$405.00	$810.00
10ft. Gold Regal Illuminated Gift Box Leased - Regal Illuminated Gift Box, Gold Finish, Warm White LED, 10'H, 2 Amps, 115 lbs		1	$4,572.00	$4,572.00
4ft. Gold Illuminated 3D Star Leased - Illuminated 3D Star, Gold Finish, Warm White LED, 4'H, .4 Amps, 58 lbs		1	$583.00	$583.00
14in. Candy Cane Garland Leased - 14in. X 9ft. Decorated Garland, Candy Cane, Warm White LED , 12.5 lbs.		1	$216.72	$216.72

Item & Description	SKU	Quantity	Unit Price	Total
Library		1	$0.00	$0.00
6.5ft. Santa and Elf Photo Pod Leased - Santa and Elf Photo Pod, 1.6'L x 0.9'W x 6.5'H, 130 lbs., Fiberglass		1	$1,577.00	$1,577.00
Acquatic Center		1	$0.00	$0.00
Magnetic Clips for Light Line Leased - Magnetic Clips, Compatible with C7, C9, & Mini Lights		400	$0.20	$80.00
Rec Center		1	$0.00	$0.00
4ft. Candy Cane Wreath with Bow Leased - 4ft. Decorated Wreath with 24in. Bow, Candy Cane, Warm White LED, .13 Amps, 25 lbs		1	$302.51	$302.51
Net Mini Lights - Warm White Net Mini Lights, 5mm LED mini light, 4'x6'		8	$195.00	$1,560.00
Senior Center		1	$0.00	$0.00
Net Mini Lights - Warm White Net Mini Lights, 5mm LED mini light, 4'x6'		2	$195.00	$390.00
6ft. Candy Cane Wreath with Bow Leased - 6ft. Decorated Wreath with 36in. Bow, Candy Cane, Warm White LED, .2 Amps, 85 lbs		1	$655.20	$655.20
Museum		1	$0.00	$0.00
XS Palm Trunk Lighting Leased - 5mm LED Mini Light application, palm tree trunk wrap, approx 3-7 strands per tree		2	$153.00	$306.00
4ft. Candy Cane Wreath with Bow Leased - 4ft. Decorated Wreath with 24in. Bow, Candy Cane, Warm White LED, .13 Amps, 25 lbs		1	$302.51	$302.51

Item & Description	SKU	Quantity	Unit Price	Total
3ft. Candy Cane Wreath with Bow Leased - 3ft. Decorated Wreath with 18in. Bow, Candy Cane, Warm White LED, .1 Amps, 14 lbs		2	$191.10	$382.20
10in. Classic Pole Wrap Leased - (2) 10in. X 9ft. Garland Pole Wrap, Classic, (2) 18in. Bows, Warm White LED, 18 lbs.		1	$248.85	$248.85
Community Services		1	$0.00	$0.00
4ft. Candy Cane Wreath with Bow Leased - 4ft. Decorated Wreath with 24in. Bow, Candy Cane, Warm White LED, .13 Amps, 25 lbs		1	$302.51	$302.51
Dog Park		1	$0.00	$0.00
Santa Paws - Gingerbread House Leased - Santa Paws photo gingerbread house, 3.3ft H x 3.2ft W x 1.4ft D, fiberglass		1	$896.00	$896.00
Miscellaneous		1	$0.00	$0.00
****Tree Lighting***		1	$0.00	$0.00
XS Tree Cluster Lighting Leased - LED Cluster Light canopy application, approx 3-7 strands per tree		2	$219.00	$438.00
Small Tree Lighting Leased - 5mm LED Mini Light application, trunk and branch wrap, approx 8-12 strands per tree		19	$254.00	$4,826.00
Small Tree Cluster Lighting Leased - LED Cluster Light canopy application, approx 8-12 strands per tree		19	$437.00	$8,303.00
Medium Palm Trunk Lighting Leased - 5mm LED Mini Light application, palm tree trunk wrap, approx 13-17 strands per tree		3	$381.00	$1,143.00

Item & Description	SKU	Quantity	Unit Price	Total
Cluster Lights - Warm White Leased - LED Cluster Lights, warm white, 5 clusters of 20 bulbs each, total 100 bulbs per strand, 4ft spacing between clusters		242	$0.00	$0.00
Mini Lights - Warm White Leased - General lighting application, warm white		293	$0.00	$0.00
Contingency Items to be determined.		1	$31,713.36	$31,713.36
Miscellaneous Lighting and Decor Items to be determined		1	$21,998.00	$21,998.00
	One-time subtotal			$136,981.00
		Total		**$136,981.00**

Purchase terms

Seasonal Christmas Installations – 50% due upon approval, 50% due upon completion of work or November 15th, whichever comes first.

Signature

Signature

Date

Printed name

Questions? Contact me

Aubrey Wells
Senior Project Coordinator
Aubrey@cldaz.com

Christmas Light Decorators
3414 N Higley Rd
Mesa, AZ 85215
United States

Buckeye, City of - Sundance Park Christmas 2024 Leased with Client Owned Tree

Buckeye, City of
530 Monroe Avenue
Buckeye, AZ 85326
United States

Kimberly Anderson
kanderson@buckeyeaz.gov
623-377-8041

Reference: 20240424-175619246
Quote created: April 24, 2024
Quote expires: November 1, 2024
Quote created by: Aubrey Wells
Senior Project Coordinator
Aubrey@cldaz.com
602-872-6400

Comments from Aubrey Wells

We look forward to working with you on this project! Please reach out to me with any questions.

Products & Services

Item & Description	Quantity	Unit Price	Total
Entry	1	$0.00	$0.00
6.8ft. Candy Cane Pillar Arch Leased - Candy Cane Pillar Arch, 175 lbs., Fiberglass	1	$4,944.00	$4,944.00
4ft. Matthew Gingerbread Leased - Matthew Gingerbread, 3.6'L x .65'W x 4.7'H, LED lit, Warm White and Fiberglass	1	$1,987.00	$1,987.00
10in. Custom Pole Wrap Leased - (2) 10in. X 9ft. Garland Pole Wrap, Custom, (2) 18in. Bows, Warm White LED, 18 lbs.	17	$323.40	$5,497.80

Item & Description	Quantity	Unit Price	Total
5.4ft. Archie Gingerbread Leased - Archie Gingerbread, 2.9'L x 3.9'W x 5.4'H, 44 lbs., Fiberglass	1	$1,194.00	$1,194.00
4ft. Ella Gingerbread Leased - Ella Gingerbread, 3'L x .65'W x 4'H, LED lit, Warm White and Fiberglass	1	$1,806.00	$1,806.00
5.9ft. Oliver Gingerbread Leased - Oliver Gingerbread, 2.9'L x 3.9'W x 5.9'H, 46 lbs., Fiberglass	1	$1,194.00	$1,194.00
14in. Custom Garland Leased - 14in. X 9ft. Decorated Garland, Custom, Warm White LED , 12.5 lbs.	12	$216.72	$2,600.64
Medium Tree Lighting Leased - 5mm LED Mini Light application, trunk and branch wrap, approx 13-17 strands per tree	3	$382.00	$1,146.00
Mini Lights - Ruby Red Leased - General lighting application, ruby red	34	$0.00	$0.00
Mini Lights - Green Leased - General lighting application, green	17	$0.00	$0.00
Medium Tree Cluster Lighting Leased - LED Cluster Light canopy application, approx 13-17 strands per tree	3	$656.00	$1,968.00
Cluster Lights - Warm White Leased - LED Cluster Lights, warm white, 5 clusters of 20 bulbs each, total 100 bulbs per strand, 4ft spacing between clusters	51	$0.00	$0.00
Chocolate Swamp	1	$0.00	$0.00
6.6ft. Chocolate Candy Tree Leased - Chocolate Candy Tree, 4.3'L x 3.2'W x 6.2'H, 101 lbs., Fiberglass	1	$1,176.00	$1,176.00
Small Misc Item - Warm White Lighting Leased - 5mm LED Mini Light Application, Warm White, Misc Application,Appx 3-7 strands per unit	2	$850.00	$1,700.00
12in. Warm White Grapevine Sphere	4	$118.00	$472.00

Item & Description	Quantity	Unit Price	Total
24in. Warm White Grapevine Sphere	6	$289.00	$1,734.00
9.5ft. Mountain Pine Tree Leased - 9.5ft. Mountain Pine Tree, Warm White LED, Mixed PE/PVC	1	$1,430.00	$1,430.00
9.5ft. Custom Tree Décor Package Leased - Custom Tree Décor Package, 9.5ft., Gold, Silver & Champagne Variety of Ornaments & Mesh	1	$500.00	$500.00
7.5ft. Champagne Tree	1	$687.00	$687.00
Chocolate Stump Bench	1	$1,035.00	$1,035.00
Chocolate Popsicle	1	$1,225.00	$1,225.00
Peppermint Forest	1	$0.00	$0.00
10ft. Red Tree	1	$1,200.00	$1,200.00
7.2ft. Candy Cane Leased - Candy Cane, 7.2'H, 95 lbs., Fiberglass	3	$992.00	$2,976.00
6.7ft. Candy Cane Leased - Candy Cane, 6.7'H, 50 lbs., Fiberglass	10	$570.00	$5,700.00
Peppermint Candy	4	$45.00	$180.00
Icicle Lights - Warm White Leased - Warm White Icicle Lights, 5mm LED, white wire, .04 amps	8	$59.95	$479.60
Icicle Lights - Red Leased - Red Icicle Lights, 5mm LED, white wire, .04 amps	8	$59.95	$479.60
Gumdrop Pass	1	$0.00	$0.00
10ft. Slim Lime Tree	1	$1,100.00	$1,100.00
9ft. Slim Navy Blue Tree	1	$980.00	$980.00

Item & Description	Quantity	Unit Price	Total
6.5ft. Gummy Bear Photo Pod Leased - Gummy Bear Photo Pod, 1.9'L x 3.9'W x 6.5'H, 115 lbs, Fiberglass	1	$1,145.95	$1,145.95
Gumdrop Pink 3ft Leased - Pink Gumdrop, 3ft, Fiberglass	3	$690.00	$2,070.00
Gumdrop Teal 3ft Leased - Gumdrop Teal 3ft, Fiberglass	2	$690.00	$1,380.00
Gumdrop Lime 3ft Leased - Gumdrop Lime 3ft, Fiberglass	2	$690.00	$1,380.00
Gumdrop Yellow 3ft Leased - Gumdrop Yellow 3ft, Fiberglass	3	$690.00	$2,070.00
12ft. Light Curtain - Warm White - Leased Leased - Warm White, 6'L x 12' H, Shimmer, Light Curtain	2	$1,100.00	$2,200.00
Lollipop Woods	1	$0.00	$0.00
10' Slim Purple Tree	1	$1,100.00	$1,100.00
7.5ft. Slim Pink Tree	1	$687.00	$687.00
BonPot - Pink Leased - BonPot, Pink with Warm white and twinkle LED lights	2	$1,200.00	$2,400.00
BonPot - Red Leased - BonPot, Red with Warm white and twinkle LED lights	1	$1,200.00	$1,200.00
BonPot - Purple Leased - BonPot, Purple with Warm white and twinkle LED lights	2	$1,200.00	$2,400.00
RGB Wall Washer Leased - RGB Wall Washer, 100W, 11 lbs, 18 Tri-Color LED Light Bank	2	$183.75	$367.50
24in. Spritzer - Pure White Leased - 24in. Spritzer, Pure White LED	12	$135.00	$1,620.00
Snowflake Lake	1	$0.00	$0.00

Item & Description	Quantity	Unit Price	Total
4.8ft. White and Silver Santa Sofa Leased - Santa Sofa, 4.8'L x 3.1'W x 4.8'H, 170 lbs., White and Silver Fiberglass	1	$2,047.00	$2,047.00
9.5ft. Slim Aqua Tree	1	$980.00	$980.00
5.5ft. Slim Sky Blue Tree	1	$490.00	$490.00
6.5ft. Silver Regal Illuminated Snowflake Leased - Regal Illuminated Snowflake, Silver Finish, Cool White LED, 6.5'H, 1.5 Amps, 106 lbs	2	$2,115.00	$4,230.00
12ft. Light Curtain - Warm White - Leased Leased - Warm White, 6'L x 12' H, Shimmer, Light Curtain	4	$335.00	$1,340.00
36in. Radiant Rope Light Snowflake, Cool White 36in. Radiant Rope Light Snowflake, Cool White LED	3	$150.00	$450.00
24in. Ropelight Snowflake - Cool White Leased - 24in. Ropelight Snowflake, Cool White LED, 3 AMPS	2	$85.00	$170.00
7.5ft. Polar Tree Décor Package Leased - Polar Tree Décor Package, 7.5ft., Gold, Silver & Champagne Variety of Ornaments & Mesh	1	$89.00	$89.00
Licorice Land	1	$0.00	$0.00
Licorice Tree	3	$1,176.00	$3,528.00
Mini Lights - Purple (Added to Licorice Trees) Leased - General lighting application, purple	20	$0.00	$0.00
Misc General Lighting Miscellaneous lighting application, for 3 licorice purple trees	3	$762.00	$2,286.00
Licorice Arch	1	$4,200.00	$4,200.00
RGB Wall Washer Leased - RGB Wall Washer, 100W, 11 lbs, 18 Tri-Color LED Light Bank	4	$183.75	$735.00

Item & Description	Quantity	Unit Price	Total
Large Canopy - Animated Snow Tube Leased - Animated LED Snow Fall Tubes, Various Sizes of Tubes, 18-21 Strands	1	$2,035.00	$2,035.00
Gingerbread	1	$0.00	$0.00
6.4ft. Gingerbread Tree Leased - Gingerbread Tree, 3.9'L x 3.7'W x 6.4'H, 55 lbs., Fiberglass	1	$1,569.00	$1,569.00
Gingerbread JOY 2'H x 5'L	1	$1,397.00	$1,397.00
Gingerbread in Making Photo Pod	1	$1,195.00	$1,195.00
Small Misc Item - Red Lighting Leased - 5mm LED Mini Light Application, Red, Misc Application,Appx 3-7 strands per unit	1	$290.00	$290.00
Small Misc Item - Amber Lighting Leased - 5mm LED Mini Light Application, Amber, Misc Application,Appx 3-7 strands per unit	1	$290.00	$290.00
Small Misc Item - Green Lighting Leased - 5mm LED Mini Light Application, Green, Misc Application,Appx 3-7 strands per unit	1	$290.00	$290.00
Small Misc. Item - Teal Lighting Leased - 5mm LED Mini Light Application, Teal, Misc. Application, Approximately 3-7 strands per unit	1	$290.00	$290.00
Small Misc. Item - Purple Lighting Leased - 5mm LED Mini Light Application, Purple, Misc. Application, Approximately 3-7 strands per unit	1	$290.00	$290.00
Small Misc. Item - Pink Lighting Leased - 5mm LED Mini Light Application, Pink, Misc. Application, Approximately 3-7 strands per unit	1	$290.00	$290.00
Peanut Acres	1	$0.00	$0.00
Grandma Nut House	1	$2,980.00	$2,980.00

Item & Description	Quantity	Unit Price	Total
7.5ft. Custom Tree Décor Package Leased - Custom Tree Décor Package, 7.5ft., Gold, Silver & Champagne Variety of Ornaments & Mesh	1	$89.00	$89.00
12ft. Light Curtain - Warm White - Leased Leased - Warm White, 6'L x 12' H, Shimmer, Light Curtain	2	$1,100.00	$2,200.00
Peanut Dog	3	$790.00	$2,370.00
Candy Castle	1	$0.00	$0.00
16ft. Tower Tree - Labor Labor - Install Client owned 16FT Commercial Frame Tower Tree, 11'D, Warm White LED, 4.1 amps,	1	$3,032.00	$3,032.00
16ft. Custom Tower Tree Décor Package Leased - Custom Tree Décor Package, 16ft., Red, Gold, & Green Variety of Ornaments & Mesh	1	$1,085.00	$1,085.00
7.2ft. Candy Sleigh Leased - Candy Sleigh, 7.2'L x 4.6'W x 3.8'H, 227 lbs., Fiberglass, 2 person	1	$2,628.00	$2,628.00
5.5ft. Slim Red Tree	1	$490.00	$490.00
10ft. Slim Orange Tree	1	$1,100.00	$1,100.00
9ft. Slim Lime Tree	1	$980.00	$980.00
6.5ft. Slim Pink Tree	1	$579.00	$579.00
4.5ft. Slim Purple Tree	1	$395.00	$395.00
24in Pink Sphere	6	$289.00	$1,734.00
24in Purple Sphere	6	$289.00	$1,734.00
24in. Blue Sphere Leased - 24in. Metal Sphere, Blue, 24in.D, 12 lbs., Lighted Sphere	6	$289.00	$1,734.00

Item & Description	Quantity	Unit Price	Total
14in Red Sphere	6	$152.00	$912.00
14in. Teal Sphere Leased - 14in. Metal Sphere, Teal, 14in.D, 5 lbs, lighted sphere	6	$152.00	$912.00
Fence line/Exit	1	$0.00	$0.00
40ft. Happy Holidays Gingerbread Sign	1	$6,410.00	$6,410.00
Misc.	1	$0.00	$0.00
Custom Vinyl Sidewalk Decals	55	$150.00	$8,250.00
3.5ft. Gingerbread Man Leased - Gingerbread Man, 3.5ft H, Fiberglass	10	$390.00	$3,900.00
Custom pedestal with RGB spheres at Base of Entry Sign	2	$495.00	$990.00
Decor - Custom Item, Leased Lease - Custom Item	1	$0.00	$0.00
Rotating Image Projector Leased - Ultimate LED Projector, Black, .4 Amps, 9 lbs, Rotating Image, Projection up to 40FT, 70 degree lens, Warm White	2	$2,577.00	$5,154.00
Stainless Steel Gobo Leased - Stainless Steel Gobo	2	$0.00	$0.00
Music Controller Leased - Music Controller with Schedule	2	$995.00	$1,990.00
PA Speaker Leased - PA Speaker, Tower Tree Application	3	$195.00	$585.00
RGB Orb Lights Lease - RGB Orb Lights, Color Changing Light Strand	6	$195.00	$1,170.00
9.5ft. Mountain Pine Tree Leased - 9.5ft. Mountain Pine Tree, Warm White LED, Mixed PE/PVC	1	$1,430.00	$1,430.00

Item & Description	Quantity	Unit Price	Total
7.5ft. Tree Leased - 7.5 ft.Tree, 4.6'D, Warm White LED, 1,454 Tips	1	$819.00	$819.00
14in Purple Sphere Leased - 14in. Metal Sphere, Purple, 14in.D, 5lbs, Lighted Sphere	1	$0.00	$0.00
14in Pink Sphere Leased - 14in. Metal Sphere, Pink, 14in.D, 5lbs, Lighted Sphere	2	$0.00	$0.00
14in Amber Sphere Leased - 14in. Metal Sphere, Amber, 14in.D, 5lbs, Lighted Sphere	1	$0.00	$0.00
24in Red Sphere Leased - 24in. Metal Sphere, Red, 24in.D, 12lbs., Lighted Sphere	1	$0.00	$0.00
24in Pink Sphere Leased - 24in. Metal Sphere, Pink, 24in.D, 12lbs., Lighted Sphere	1	$0.00	$0.00
24in Purple Sphere Leased - 24in. Metal Sphere, Purple, 24in.D, 12lbs., Lighted Sphere	2	$0.00	$0.00
	One-time subtotal		$149,545.09
	Total		**$149,545.09**

Purchase terms

50% due upon approval, 50% due upon completion of work or November 15th, whichever comes first.

Signature

Signature

Date

Printed name

Questions? Contact me

Aubrey Wells
Senior Project Coordinator
Aubrey@cldaz.com
602-872-6400

Christmas Light Decorators
3414 N Higley Rd
Mesa, AZ 85215
United States

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.K. DS - Verrado McDowell Road and Acacia Way - Minor Subdivision - PLZV-24-0001
DATE PREPARED: 09/12/24	**DISTRICT NO.:** 6
STAFF LIAISON: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a Minor Subdivision for a section of Verrado Marketside East located east of Verrado Way on the north and south sides of McDowell Road.

SUMMARY

PROJECT DESCRIPTION:
The applicant is requesting a Minor Subdivision for an area known as Marketside East. This subdivision plat finalizes the design and layout of the commercial/mixed-use parcels east of Verrado Way and north of McDowell Road. It also establishes the primary and secondary entrances to the future commercial mixed-uses within the Marketside East area. This Minor Subdivision is requested by Dave Nilsen of DMB White Tank, LLC.

BENEFITS:
This Minor Subdivision finalizes the design and layout of the commercial/mixed-use parcels east of Verrado Way on the north side of McDowell Road. It also creates the primary and secondary entrances to the future commercial mixed-uses within Verrado's primary regional retail, employment and recreation hub.

FINANCIAL IMPACT STATEMENT:
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
PLZV-24-0001 Vicinity Map.pdf
PLZV-24-0001 McDowell Rd & Acacia Way Minor Subdivision - Narrative.pdf
PLZV-24-0001-MCDOWELL-ACACIA PLAT 8-30-24.pdf

Acacia Way
McDowell Road
Verrado Marketside
Verrado Way
Verrado Marketside East (Vestar)
Banner Site
Interstate 10

1R PLZV-24-0001 RECEIVED MAR 28 2024 WD

VERRADO

MARKETSIDE EAST

FINAL PLAT

Project Narrative

March 4, 2024

Background

Verrado is planned and designed as a sustainable community with a strong identity and vision that integrates diverse residential neighborhoods with commercial uses and is responsive to the market. The Verrado Community Master Plan ("CMP") provides the framework for market-driven product and neighborhood design while preserving and celebrating the natural features of the Property. Phases 1-3 of Verrado's Main Street and Heritage Districts were designed as more traditional near-town neighborhoods on gently sloping terrain, which created an opportunity for integrated neighborhoods designed around neighborhood parks and integrated access between each of the neighborhoods. Other areas including Highlands District and the Victory District have varying terrain with slopes ranging from 2.5% to 6%. The proposed Marketside Residential neighborhoods are located just north of McDowell Road and west of Verrado Way. The Marketside Commercial District is Verrado's commercial and mixed-use front door directly off of Verrado Way and I-10 interchange. The following final plat addresses the final lotting of the commercial/mixed-use parcels east of Verrado Way.

Pre-Annexation Development Agreement and Community Master Plan

The Pre-Annexation and Development Agreement ("PADA") and Community Master Plan ("CMP") for Verrado were approved by the Town Council in November of 1999 encompassing 8,800 acres. In January 2004, the Town Council amended the CMP to include an additional sixteen (16) acres. Currently, the CMP, as amended, allows for 14,080 residential dwelling units, 1,000 resort rooms, and more than 4.2 million square feet of commercial/mixed-use space throughout the entire development. Verrado is divided into Planning Units and provides for a master Land Use Budget to determine where the residential density and commercial/mixed-use intensity can locate within the community.

Current General Plan Designation

Verrado is designated as a Master Planned Community on the Town's General Plan. In addition, because of the major washes that traverse Verrado, the General Plan land use map has several 'Floodway Transitional Areas' designated within the community. The updated Planning Unit Drainage Plan and Update to Master Drainage Plan submittal addresses any drainage issues related to this land use designation.

Current Zoning Designation

Verrado is zoned Planned Community ("PC"). Verrado entitlements consist of the Pre-Annexation and Development Agreement, recorded 11/26/1999 (the "Development Agreement") and the Community Master Plan ("CMP"), approved November 17, 1999.

Current Condition of the Site

Marketside East is bounded by Interstate 10 to the south, Bulldozer Wash to the north, Tuthill/Acacia Wash to the east and Verrado Way to the west. McDowell Road is designed as a future 4-lane minor arterial with enough ROW for expansion to 6-lanes. McDowell Road east of Verrado Way is currently undeveloped with only access to the parcel located at the northeast corner of Verrado Way and McDowell Rd. (old Verrado Coffee site).

The Marketside commercial area, west of Verrado Way, is developing with restaurant, retail, gas station and convenience store, office and storage uses.

Marketside East Minor Subdivision Plat

The Marketside East Minor Subdivision Plat finalizes the design and layout of the commercial/mixed-use parcels east of Verrado Way on the north side of McDowell Road. The minor subdivision plat identifies the main and secondary entrance driveways to the future commercial mixed-uses within the area. This important area is the primary regional retail, employment and recreation hub for Verrado as well as this portion of the City and it is intended to be a vibrant and exciting hub for employment, shopping, dining, entertainment, and medical uses. The CMP was amended to allow for a certain number of residential uses to create the mixed-use nature of this area. The Marketside District is expected to serve not only as an important center for community gathering for all of Verrado and Buckeye, but also as a regional destination for the west valley communities.

Stipulation D from the preliminary plat allows for individual final plats to be submitted that are consistent with lotting from the preliminary plat. The proposed Marketside East final plat intends to finalize street layout, lotting and property line locations for the land east of Verrado Way. The right-of-way and parcels set the access points and locations of the roads that will serve the

current and future commercial uses and the McDowell Road location for a future extension to the east.

Proposed Development Options

Verrado's CMP has a listing of land use designations. The land use designations are titled 'development options' for residential and commercial mixed-use development. The development option selected for this Request will be the Commercial/Mixed-Use - High. This development option allows for flexibility with proposed commercial users. The Commercial/Mixed-Use - High development standards are as follows:

Maximum Height -	6 stories or 84 feet square feet
Minimum Open Space -	5%
Perimeter Setback -	0 feet

Roadways and Circulation

The proposed plat finalizes the right-off-way dedication needed for McDowell Road and Acacia Way.

Water and Wastewater Master Plan

EPCOR is the water and wastewater service provider for Verrado. An amendment to the Planning Unit Water and Wastewater Plan and Update to the Master Water and Wastewater Plans was submitted in conjunction with the Preliminary Plat for the commercial component of the Marketside District.

Fire Protection

The proposed Marketside Commercial plat is directly southwest of the Verrado fire station at the southwest corner of Thomas Road and Verrado Way. This fire station will provide immediate emergency service to the proposed plat.

Police Protection

The fire station at the southwest corner of Thomas Road and Verrado Way is a joint fire/police facility. The police have use of a portion of the facility to give Verrado full police and fire protection coverage. This facility was a part of the original development agreement requiring Verrado to provide these facilities to the community.

Impact on Local Schools

Since this plat is for mainly commercial uses, there are no impacts to the school districts and their schools within Verrado. The residential uses in this area were approved by shifting residential units within Verrado and not increasing the overall residential units within the entire master plan, therefore, not impacting the surrounding school districts

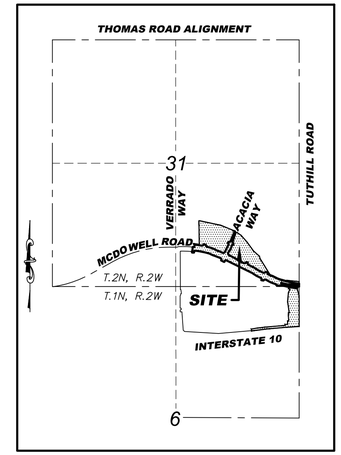
Summary

The minor subdivision plat dedicates necessary ROW for McDowell Road and Acacia Way while creating a final lotting plan for the future mixed-use development planned for this area of Verrado. The proposed lotting is consistent with this phase of the overall Marketside Commercial preliminary plat. This minor subdivision plat allows for continued commercial/mixed-use development and the alignment of McDowell Road.

VERRADO

BUCKEYE, ARIZONA
MINOR SUBDIVISION PLAT
FOR
MCDOWELL ROAD & ACACIA WAY AND THE NORTHWEST AND NORTHEAST ADJACENT PARCELS

A RE-PLAT OF TRACT DR1 AND LOT 3 AND A PORTION OF UNSUBDIVIDED LAND WITHIN DOC. 2006-1265883, OF VERRADO MARKETSIDE EAST, MINOR LAND DIVISION AS RECORDED IN BOOK 1793 OF MAPS, PAGE 40 RECORDS OF MARICOPA COUNTY, ARIZONA BEING LOCATED IN THE NORTH HALF OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST AND THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



VICINITY MAP
N.T.S.

DEDICATION

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

KNOW ALL MEN BY THESE PRESENTS:
THAT DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. B176 ("TRUSTEE"), AS OWNERS OF THAT PORTION OF TRACT DR1 AND LOT 3 AND A PORTION OF UNSUBDIVIDED LAND WITHIN DOC. 2006-1265883, OF THE MINOR LAND DIVISION FOR VERRADO MARKETSIDE EAST, AS RECORDED IN BOOK 1793 OF MAPS, PAGE 40 RECORDS OF MARICOPA COUNTY, ARIZONA BEING LOCATED IN THE NORTH HALF OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST AND THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, HEREBY PUBLISH THIS MINOR SUBDIVISION OF "MCDOWELL ROAD AND ACACIA WAY
AND THE NORTHWEST AND THE NORTHWEST AND NORTHEAST ADJACENT PARCELS", AND HEREBY DECLARE THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT THE LOTS, STREETS, AND EASEMENTS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT AND THAT OWNERS, HEREBY DEDICATE TO THE PUBLIC FOR USE AS SUCH THE PUBLIC STREETS AND PUBLIC EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

THE TERMS AND CONDITIONS OF THE FOREGOING DEDICATION OF PUBLIC STREETS ARE HEREBY MADE SUBJECT TO THE PROVISIONS OF THAT CERTAIN DEDICATION, EASEMENT AND MAINTENANCE AGREEMENT (VERRADO) RECORDED AS DOCUMENT NO. 2013-0590799 M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME (THE "DEMA") INCLUDING THE TERMS AND CONDITIONS OF CERTAIN EASEMENTS AND RIGHTS RESERVED FROM SUCH DEDICATION, THE TERMS AND CONDITIONS OF THE FOREGOING DEDICATION OF PUBLIC STREETS ARE HEREBY MADE SUBJECT TO THE PROVISIONS OF THE DEMA RELATIVE TO "RIGHT-OF-WAY" OR "R.O.W." AND SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO AS ARE SPECIFICALLY SET FORTH IN SECTION 1.1 OF THE DEMA, THE DEMA IS INCORPORATED HEREIN AS SET FORTH IN ITS ENTIRETY. IT IS INTENDED THAT THIS FINAL PLAT AND THE DEMA BE READ TOGETHER TO THE EXTENT OF ALL APPLICABLE PROVISIONS OF THE DEMA.

ALL AREAS DESIGNATED HEREON AS "PUE", OR "PUBLIC UTILITY EASEMENT", SHALL BE UTILIZED ONLY FOR THE PURPOSES, AND SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, SET FORTH IN SECTION 2.4 OF THE DEMA AS IF THE EASEMENTS WERE CREATED UNDER THE DEMA.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO THE CITY OF BUCKEYE. FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "LSWE", OR "LANDSCAPE/SIDEWALK EASEMENT" OVER, UNDER, UPON AND ACROSS EACH EASEMENT LSWE 1 THROUGH LSWE 7, AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.6 OF THE DEMA, AS IF SAID TRACTS WERE LABELED A "LANDSCAPE/SIDEWALK EASEMENTS" DESCRIBED IN SECTION 2.6 AND SAID EASEMENTS WERE CREATED UNDER THE DEMA.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "SDE", OR "STORM DRAIN EASEMENT" OVER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "STORM DRAIN EASEMENT" AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.10 OF THE DEMA. AS IF SAID STORM DRAIN EASEMENT WAS LABELED A STORM DRAIN EASEMENT DESCRIBED IN AND SAID EASEMENT WAS CREATED UNDER THE DEMA.

THE CITY OF BUCKEYE GRANTS TO VERRADO COMMUNITY ASSOCIATION, INC AN EASEMENT FOR LANDSCAPING AND IRRIGATION FOR LANDSCAPING WITHIN THE AREAS DEFINED AS LE 1-6 TO BE UTILIZED FOR VEGETATION, PLANTS, AND TREES AS APPROVED BY THE CITY. ALL MAINTENANCE OF THE LANDSCAPE MEDIAN WILL BE THE RESPONSIBILITY OF THE VERRADO COMMUNITY ASSOCIATION. THE CITY SHALL HAVE THE RIGHT TO REVISE ANY PORTION OF THE MEDIAN LANDSCAPING AS REQUIRED FOR PUBLIC SAFETY OR AS NECESSARY FOR FUTURE ROADWAY IMPROVEMENTS.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "VTE", OR "VISIBILITY TRIANGLE EASEMENT" OVER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "VISIBILITY TRIANGLE EASEMENT" AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.7 OF THE DEMA. AS IF THE VISIBILITY TRIANGLE EASEMENTS DESCRIBED IN AND SAID EASEMENT WAS CREATED UNDER THE DEMA.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "SVE", OR "SIGHT VISIBILITY EASEMENT" OVER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "SIGHT VISIBILITY EASEMENT" AND EACH SUCH EASEMENT AREA SHALL BE UTILIZED ONLY FOR THE PURPOSES, AND SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.8 OF THE DEMA. AS IF THE SIGHT VISIBILITY EASEMENTS WERE CREATED UNDER THE DEMA.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO SOUTHWEST GAS CORPORATION, A CALIFORNIA CORPORATION ("SW GAS"), A SEPARATE EASEMENT FOR INSTALLATION AND MAINTENANCE OF NATURAL GAS PIPELINE OR PIPELINES AND APPURTENANCES OVER, UPON, AND ACROSS ALL AREAS DESIGNATED HEREON AS "PUE" OR "PUBLIC UTILITY EASEMENT", BUT ONLY TO THE EXTENT WITHIN AREAS CONTEMPLATED BY THE FINAL APPROVED APPLICABLE SW GAS IMPROVEMENT PLANS FOR THE SUBDIVISION, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE GRANT OF EASEMENT RECORDED AS INSTRUMENT NO. 2017-0294149, M.C.R. AS IF SAID AREAS WERE EASEMENT PROPERTY THEREUNDER.

OWNERS, EACH AS TO ITS OWN LEGAL INTERESTS IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO EPCOR WATER ARIZONA INC., AN ARIZONA CORPORATION, A PERPETUAL WATER EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "WE", OR WATER EASEMENT, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE WATER LINE EASEMENT RECORDED AS INSTRUMENT NO. 2012-0715735, M.C.R., AS IF SAID AREAS WERE EASEMENT PREMISES THEREUNDER.

OWNERS, EACH AS TO ITS OWN LEGAL INTERESTS IN THE LAND DESCRIBED HEREIN, HEREBY GRANTS TO EPCOR WATER ARIZONA INC., AN ARIZONA CORPORATION, A PERPETUAL "SEWER EASEMENT" OVER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "SE" OR "SEWER EASEMENT" AND EACH SUCH EASEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE WASTEWATER LINE EASEMENT RECORDED AS INSTRUMENT NO. 2012-0715735, M.C.R., AS IF SAID AREAS WERE EASEMENT PREMISES THEREUNDER.

IN WITNESS HEREOF:

DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER OF THE LAND DESCRIBED HEREIN, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED OFFICER.

DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: DMB ASSOCIATES, INC., AN ARIZONA CORPORATION, ITS MANAGER

BY: _____

ITS: _____

IN WITNESS HEREOF:

FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY BUT SOLELY AS TRUSTEE OF ITS TRUST NO. B176, AS OWNER OF THE LAND DESCRIBED HEREIN, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED OFFICER. THE NAMES AND ADDRESSES OF THE BENEFICIARIES OF FIDELTY NATIONAL TITLE INSURANCE COMPANY TRUST NO. B176 ARE SET FORTH IN THE INSTRUMENT RECORDED AS INSTRUMENT NO. 2002-0281359 M.C.R.

BY: _____

ITS: _____

NOTES

1. THE LAND DESCRIBED HEREIN IS OR WILL BE SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER PROVISIONS CONTAINED IN THAT CERTAIN COVENANT FOR COMMUNITY FOR VERRADO RECORDED IN DOCUMENT NO. 2003-0531387, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME.
2. CONSTRUCTION WITHIN UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES SHALL BE LIMITED TO WOOD, WIRE, OR REMOVABLE SECTION - TYPE FENCING AND MUST BE IN CONFORMANCE WITH THE CHARTER.
3. THE LAND DESCRIBED IN THIS PLAT IS SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING TO TELECOMMUNICATIONS RECORDED AS DOCUMENT NO. 2002-1008905, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME.
4. NO OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24"IN HEIGHT IS ALLOWED WITHIN THE SIGHT VISIBILITY EASEMENT AREA. TREE CANOPIES OVERHANGING OR WITHIN THE SIGHT VISIBILITY EASEMENT SHALL BE KEPT TRIMMED TO A HEIGHT OF NO LESS THAN 7'.
5. ALL CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED, BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT AT TIME OF CONSTRUCTION.
6. DEVELOPMENT WITHIN THIS SUBDIVISION WILL COMPLY WITH APPLICABLE FIRE CODES REGARDING FIRE SUPPRESSION PURSUANT TO CITY OF BUCKEYE CITY CODE 15-2-10, SECTION 903.2.8.
7. THE PARCELS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT.

RATIFICATION AND APPROVAL

THE UNDERSIGNED DULY ELECTED _____, ON BEHALF OF THE BOARD OF DIRECTORS OF THE VERRADO COMMUNITY ASSOCIATION, INC. AN ARIZONA NONPROFIT CORPORATION, RATIFIES AND APPROVES THIS MAP AND APPROVES ALL DESIGNATIONS OF AREAS OF COMMON RESPONSIBILITY SET FORTH HEREIN.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024

BY _____ THE _____ OF VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, ON BEHALF OF THE NOT-FOR-PROFIT CORPORATION.

NOTARY PUBLIC MY COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024,

BY _____ THE _____ OF DMB ASSOCIATES, INC., AN ARIZONA CORPORATION, THE MANAGER OF DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF.

NOTARY PUBLIC MY COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024,

BY _____ THE _____ OF FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY IN ITS CAPACITY AS TRUSTEE UNDER ITS TRUST NO. B176, FOR AND ON BEHALF THEREOF.

NOTARY PUBLIC MY COMMISSION EXPIRES

OWNER/DEVELOPER

DMB WHITE TANK, LLC
6263 N. SCOTTSDALE ROAD SUITE 330
SCOTTSDALE, AZ 85250
PH: (480) 367-7000
CONTACT: DAVE NILSEN
DNILSEN@DMBINC.COM

OWNER

FIDELITY NATIONAL TITLE INSURANCE COMPANY
TRUST B176
14000 NORTH PIMA ROAD, STE 100
SCOTTSDALE, ARIZONA 85260
PH: (480) 214-4523
CONTACT: BRENDA TUCSON
BRENDA.TUCSON@FNF.COM

SURVEYOR

RICK ENGINEERING
2401 W. PEORIA AVE., STE. 130
PHOENIX, AZ. 85029
PHONE: 602-957-3350
CONTACT: MICHAEL A. BANTA,
RLS 38175 AZ
EMAIL: MBANTA@RICKENGINEERING.COM

SHEET INDEX

SHEET 1	COVER
SHEET 2	KEY MAP, PROJECT BOUNDARY
SHEET 3	PLAT BOUNDARY LINE WORK
SHEET 4	NEW DEDICATED EASEMENTS
SHEET 5	EXISTING EASEMENTS
SHEET 6	LINE & CURVE TABLES

REFERENCE DOCUMENTS

1. MAP OF DEDICATION RECORDED IN BOOK 612 OF MAPS, PAGE 39, M.C.R.
2. MAP OF DEDICATION RECORDED IN BOOK 1002 OF MAPS, PAGE 20 M.C.R.
3. FINAL PLAT RECORDED IN BOOK 1156 OF MAPS, PAGE 40, M.C.R.
4. MAP OF DEDICATION RECORDED IN BOOK 1199 OF MAPS, PAGE 31, M.C.R.
5. MAP OF DEDICATION RECORDED IN BOOK 1232 OF MAPS, PAGE 33, M.C.R.
6. MINOR SUBDIVISION PLAT RECORDED IN BOOK 1579 OF MAPS PAGE 50, M.C.R.
7. MINOR SUBDIVISION PLAT RECORDED IN BOOK 1518 OF MAPS PAGE 44, M.C.R.
8. MINOR SUBDIVISION PLAT RECORDED IN BOOK 1793 OF MAPS PAGE 40, M.C.R.

BASIS OF BEARING

THE NORTH LINE OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST, AS SHOWN IN THE MINOR SUBDIVISION PLAT OF VERRADO MARKETSIDE EAST, PARCEL H, IN BOOK 1579 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS.
SAID LINE BEARS NORTH 89 DEGREES 57 MINUTES 39 SECONDS EAST.

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE 'X' BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2110L & 04013C2130L WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040037 & 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

CMP DEVELOPMENT OPTION

COMMERCIAL MIXED USE, HIGH.

CERTIFICATION

I, MICHAEL A. BANTA OF RICK ENGINEERING COMPANY, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP CONSISTING OF 6 SHEETS REPRESENTS A SURVEY PERFORMED BY RICK ENGINEERING COMPANY, DURING THE MONTH OF AUGUST 2024, THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
38175
MICHAEL A.
BANTA
08/27/2024
DATE SIGNED
ARIZONA U.S.A.
EXP: 09/30/2026

APPROVALS

I CERTIFY THAT THIS MINOR SUBDIVISION SUBSTANTIALLY CONFORMS TO THE VERRADO (FORMERLY CATERPILLAR) COMMUNITY MASTER PLAN APPROVED BY THE CITY OF BUCKEYE AND INCORPORATED BY REFERENCE INTO THAT CERTAIN PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BUCKEYE AND DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY. RECORDED AS DOCUMENT NO. 99-1071208. M.C.R. (THE "CMP"), INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, AND ARE SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE SUBDIVIDED.

DEVELOPMENT SERVICES DIRECTOR DATE

I CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS OF THE CMP, INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, HAVE BEEN COMPLIED WITH.

BUCKEYE CITY ENGINEER DATE

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

NO.	BY	DATE	REVISION

SURVEYOR:

RICK ENGINEERING COMPANY
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver
2401 W. PEORIA AVE., SUITE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com

DRAWN BY: PJE SCALE: N.T.S.
CHECKED BY: MAB DATE: 8/26/24

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MINOR SUBDIVISION PLAT
BUCKEYE, ARIZONA

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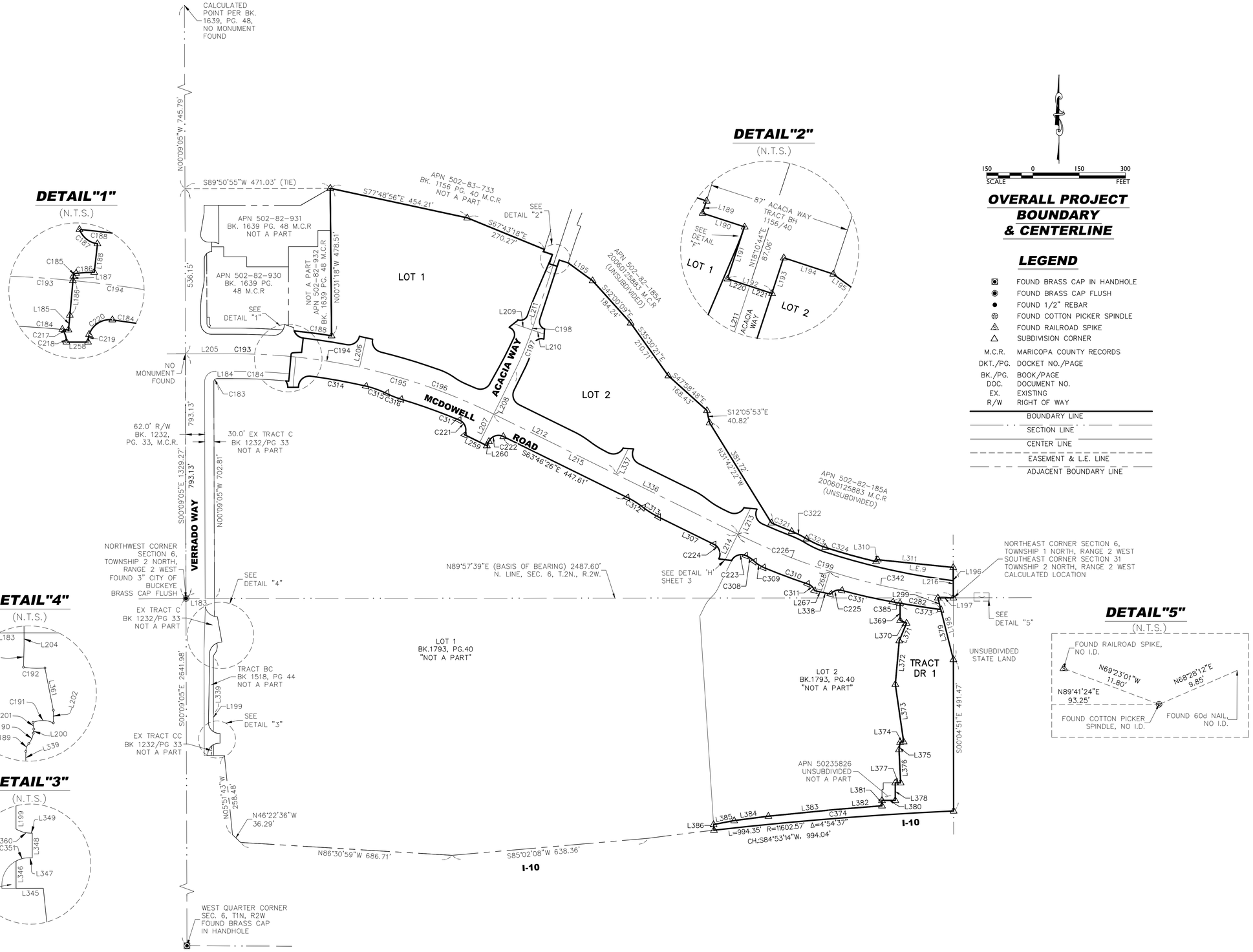
PROJECT NO.
2014-181
SHEET NO. 1 OF 6

PLZV # 1R PLZV-24-0001

C:\RICK\Projects\P_SIG_H\2014-181 - VERRADO MARKETSIDE WEST\DWG\MAPPING\VERRADO MARKETSIDE EAST\MCDOWELL-ACACIA PLAT\2014-181 MCDOWELL-ACACIA PLAT.dwg - plotted by: pengle ON 2024-08-27 @ 11:56 - ctb:sig bw.ctb - ©2024 Rick Engineering Company



AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	316,206	7.259
2	283,447	6.507
DR1	131,206	3.012
R/W	305,569	7.015
GROSS	1,036,431	23.793

150 0 150 300
SCALE FEET

OVERALL PROJECT BOUNDARY & CENTERLINE

LEGEND

- FOUND BRASS CAP IN HANDHOLE
- FOUND BRASS CAP FLUSH
- FOUND 1/2" REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND RAILROAD SPIKE
- SUBDIVISION CORNER

M.C.R.	MARICOPA COUNTY RECORDS
DKT./PG.	DOCKET NO./PAGE
BK./PG.	BOOK/PAGE
DOC.	DOCUMENT NO.
EX.	EXISTING
R/W	RIGHT OF WAY

BOUNDARY LINE
SECTION LINE
CENTER LINE
EASEMENT & L.E. LINE
ADJACENT BOUNDARY LINE

NOTE: SEE SHEET 6 FOR LINE AND CURVE TABLES

NO.	BY	DATE	REVISION

SURVEYOR: REGISTERED LAND SURVEYOR CERTIFICATE NO. 38175 MICHAEL A. BANTA 08/27/2024 ARIZONA U.S.A.
EXP: 09/30/2026

RICK ENGINEERING COMPANY
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver
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PHOENIX, AZ 85029
602.957.3350
rickengineering.com

DRAWN BY: PJE SCALE: 1" = 150'
CHECKED BY: MAB DATE: 8/26/24

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PROJECT NO. 2014-181
SHEET NO. 2 OF 6

PLZV # 1R PLZV-24-0001

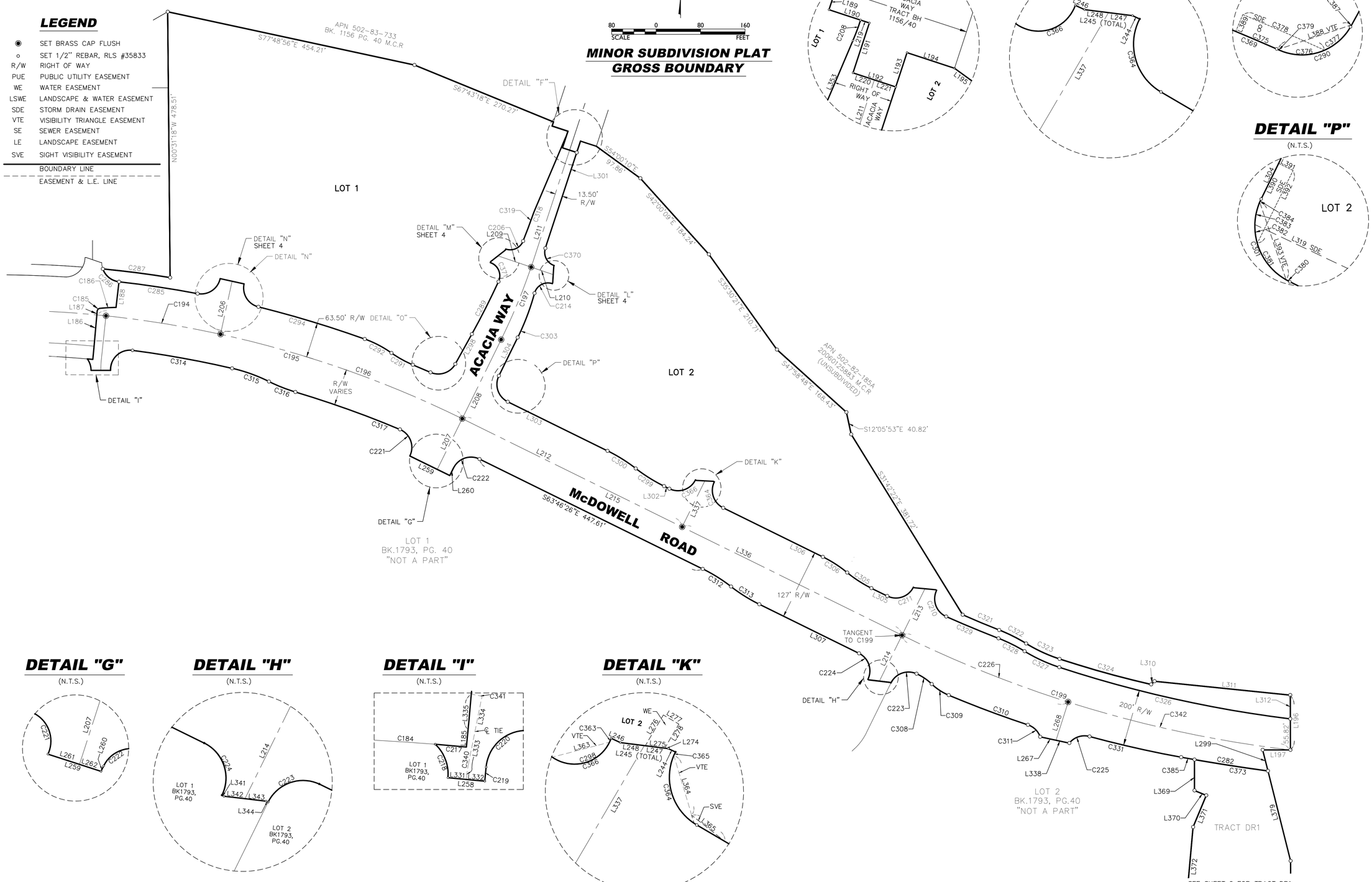
C:\RICK\Projects\P_SIG_H\2014-181 - VERRADO MARKETSIDE WEST\DWG\MAPPING\VERRADO MARKETSIDE EAST\MCDOWEL-ACACIA PLAT\2014-181 MCDOWELL-ACACIA PLAT.dwg - plotted by: pengle ON 2024-08-27 @ 11:57 - ctb:sig bw.ctb - ©2024 Rick Engineering Company

LEGEND

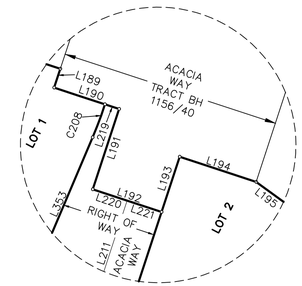
◉	SET BRASS CAP FLUSH
○	SET 1/2" REBAR, RLS #35833
R/W	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT
WE	WATER EASEMENT
LSWE	LANDSCAPE & WATER EASEMENT
SDE	STORM DRAIN EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
SE	SEWER EASEMENT
LE	LANDSCAPE EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
	BOUNDARY LINE
	EASEMENT & L.E. LINE

SCALE 80 0 80 160 FEET

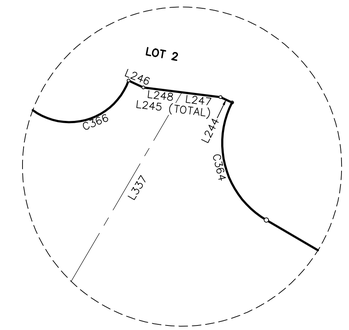
MINOR SUBDIVISION PLAT GROSS BOUNDARY



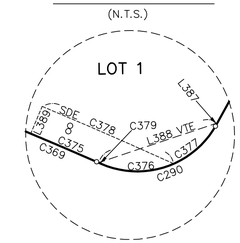
DETAIL "F"
(N.T.S.)



DETAIL "K"
(N.T.S.)



DETAIL "O"
(N.T.S.)



DETAIL "P"
(N.T.S.)

DETAIL "G"
(N.T.S.)

DETAIL "H"
(N.T.S.)

DETAIL "I"
(N.T.S.)

DETAIL "K"
(N.T.S.)

NOTE: SEE SHEET 6 FOR LINE AND CURVE TABLES

NO.	BY	DATE	REVISION

SURVEYOR: REGISTERED LAND SURVEYOR CERTIFICATE NO. 38175 MICHAEL A. BANTA 08/27/2024 DATE SIGNED ARIZONA U.S.A. EXP: 09/30/2026

2401 W. PEORIA AVE., SUITE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com
RICK ENGINEERING COMPANY
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DRAWN BY: PJE SCALE: 1" = 80'
CHECKED BY: MAB DATE: 8/26/24

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PROJECT NO. 2014-181
SHEET NO. 3 OF 6

PLZV # 1R PLZV-24-0001

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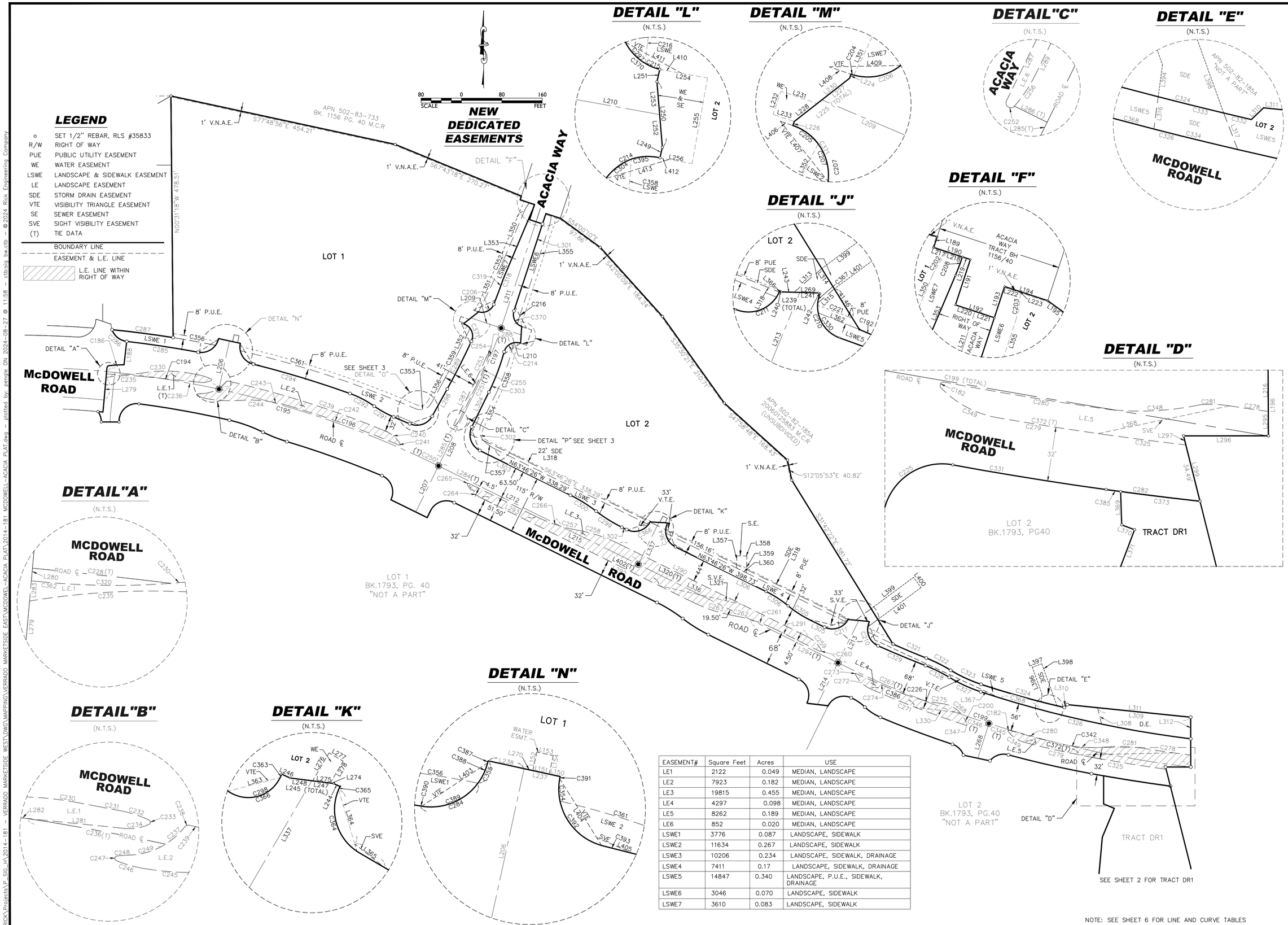

EASEMENT#	Square Feet	Acres	USE
LE1	2122	0.049	MEDIAN, LANDSCAPE
LE2	7923	0.182	MEDIAN, LANDSCAPE
LE3	19815	0.455	MEDIAN, LANDSCAPE
LE4	4297	0.098	MEDIAN, LANDSCAPE
LE5	8262	0.189	MEDIAN, LANDSCAPE
LE6	852	0.020	MEDIAN, LANDSCAPE
LSWE1	3776	0.087	LANDSCAPE, SIDEWALK
LSWE2	11634	0.267	LANDSCAPE, SIDEWALK
LSWE3	10206	0.234	LANDSCAPE, SIDEWALK, DRAINAGE
LSWE4	7411	0.17	LANDSCAPE, SIDEWALK, DRAINAGE
LSWE5	14847	0.340	LANDSCAPE, P.U.E., SIDEWALK, DRAINAGE
LSWE6	3046	0.070	LANDSCAPE, SIDEWALK
LSWE7	3610	0.083	LANDSCAPE, SIDEWALK

NOTE: SEE SHEET 6 FOR LINE AND CURVE TABLES

NO.	BY	DATE	REVISION

SURVEYOR: CERTIFICATE NO. 38175 MICHAEL A. BANTA 08/27/2024 REGISTERED LAND SURVEYOR ARIZONA U.S.A. EXP: 09/30/2026

RICK ENGINEERING COMPANY
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver
2401 W. PEORIA AVE., SUITE 130
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rickengineering.com

DRAWN BY: PJE SCALE: 1" = 80'
CHECKED BY: MAB DATE: 8/26/24

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MINOR SUBDIVISION PLAT
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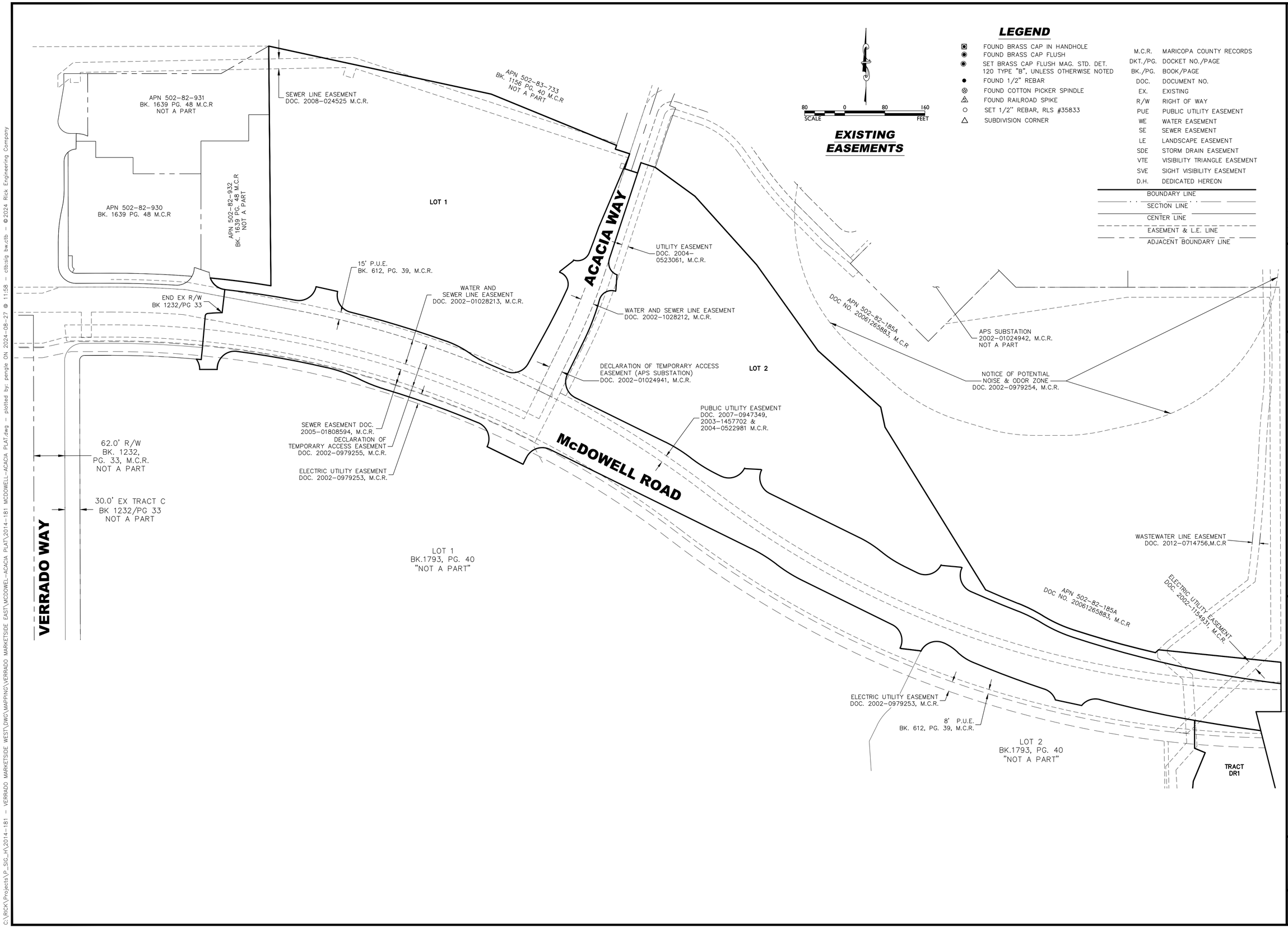
Call 811 or click Arizona811.com

PROJECT NO. 2014-181
SHEET NO. 4 OF 6

PLZV # 1R PLZV-24-0001

G:\RICK\Projects\P-SIG_H\2014-181 - VERRADO MARKETSIDE WEST\DWG\MAPPING\VERRADO MARKETSIDE EAST\MCDOWEL-ACACIA PLAT\2014-181 MCDOWELL-ACACIA PLAT.dwg - plotted by: panglia ON 2024-08-27 @ 11:58 - ctbsig bw.ctb - © 2024 Rick Engineering Company



EXISTING EASEMENTS

SCALE 80 0 80 160 FEET

LEGEND

- FOUND BRASS CAP IN HANDHOLE
- FOUND BRASS CAP FLUSH
- SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND RAILROAD SPIKE
- SET 1/2" REBAR, RLS #35833
- SUBDIVISION CORNER

M.C.R.	MARICOPA COUNTY RECORDS
DKT./PG.	DOCKET NO./PAGE
BK./PG.	BOOK/PAGE
DOC.	DOCUMENT NO.
EX.	EXISTING
R/W	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT
WE	WATER EASEMENT
SE	SEWER EASEMENT
LE	LANDSCAPE EASEMENT
SDE	STORM DRAIN EASEMENT
VTE	VISIBILITY TRIANGLE EASEMENT
SVE	SIGHT VISIBILITY EASEMENT
D.H.	DEDICATED HEREON

BOUNDARY LINE
SECTION LINE
CENTER LINE
EASEMENT & L.E. LINE
ADJACENT BOUNDARY LINE

NO.	BY	DATE	REVISION

SURVEYOR:
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
38175
MICHAEL A.
BANTA
08/27/2024
EXPIRES 09/30
ARIZONA U.S.A.
EXP: 09/30/2026

RICK ENGINEERING COMPANY
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver
2401 W. PEORIA AVE., SUITE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com

DRAWN BY: PJE
CHECKED BY: MAB
SCALE: 1" = 80'
DATE: 8/26/24

VERRADO™

"MCDOWELL ROAD & ACACIA WAY" MINOR SUBDIVISION PLAT

BUCKEYE, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

PROJECT NO.
2014-181
SHEET NO. 5 OF 6

PLZV # 1R PLZV-24-0001

C:\RICK\Projects\P_SIG_H\2014-181 - VERRADO MARKETSIDE WEST\DWG\MAPPING\VERRADO MARKETSIDE EAST\MCDOWEL-ACACIA PLAT\2014-181 MCDOWELL-ACACIA PLAT.dwg - plotted by: pengle ON 2024-08-27 @ 11:58 - ctb:sig bw.ctb - ©2024 Rick Engineering Company

LINE TABLE		
LINE	DIRECTION	LENGTH
L182	S77°42'03"E	10.00'
L183	N89°57'39"E	92.01'
L184	S89°50'55"W	52.92'
L185	N05°31'10"E	24.00'
L186	N05°03'11"E	56.50'
L187	N05°03'11"E	7.20'
L188	N06°29'33"E	46.60'
L189	S18°10'44"W	7.74'
L190	S71°49'16"E	30.00'
L191	S18°10'44"W	31.51'
L192	S71°49'16"E	27.00'
L193	N18°10'44"E	21.64'
L194	S71°49'16"E	30.00'
L195	S54°00'10"E	97.86'
L196	S00°12'03"E	98.66'
L197	S89°57'39"W	49.98'
L198	S14°06'52"E	206.16'
L199	N00°05'20"W	59.73'
L200	N06°06'05"E	6.56'
L201	N06°14'21"W	10.93'
L202	N00°00'00"E	2.00'
L203	N01°41'46"E	18.81'
L204	N00°09'05"W	39.74'
L205	N89°50'55"E	154.93'
L206	N12°17'57"E	97.69'
L207	S26°10'15"W	101.77'
L208	N26°10'15"E	158.62'
L209	N71°14'59"W	62.96'
L210	S71°14'59"E	41.97'
L211	N18°10'44"E	209.50'
L212	S63°46'26"E	441.05'
L213	N26°13'34"E	93.33'
L214	S26°13'34"W	92.14'
L215	S63°46'26"E	882.09'
L216	N00°12'03"W	32.25'
L217	N71°49'16"W	19.38'
L218	N71°49'16"W	10.61'
L219	S71°49'16"E	0.00'
L220	N71°49'16"W	13.50'
L221	N71°49'16"W	13.50'
L222	N71°49'16"W	10.87'
L223	S00°51'32"W	1.36'
L224	N18°45'01"E	2.00'
L225	N51°59'04"E	33.48'
L226	N18°45'01"E	2.00'
L227	N51°59'04"E	16.74'
L228	N51°59'04"E	11.95'
L229	N18°45'01"E	1.00'
L230	N51°59'04"E	21.53'
L231	N71°11'35"W	17.20'
L232	N18°45'01"E	10.00'
L233	N71°11'35"W	10.65'
L234	N18°45'01"E	1.00'
L235	N18°45'01"E	1.00'
L236	S77°42'03"E	44.00'
L237	S77°42'03"E	22.00'
L238	S77°42'03"E	22.00'
L239	S84°33'04"E	38.50'
L240	S63°46'24"E	2.00'
L241	S84°33'04"E	19.25'
L242	S63°46'26"E	2.00'
L243	S84°33'04"E	13.12'
L244	S63°46'26"E	2.00'
L245	S86°58'21"E	30.46'
L246	S63°46'26"E	2.00'

LINE TABLE		
LINE	DIRECTION	LENGTH
L247	S86°58'21"E	15.23'
L248	S86°58'21"E	15.23'
L249	S18°45'01"W	2.00'
L250	S03°45'49"W	28.99'(T)
L251	S18°45'01"W	2.00'
L252	S03°45'49"W	14.49'
L253	S03°45'49"W	14.49'
L254	S71°14'59"E	20.50'
L255	N18°45'01"E	32.00'
L256	S71°14'59"E	13.00'
L257	S89°50'55"W	52.92'
L258	N89°58'16"W	35.00'
L259	N63°49'45"W	80.00'
L260	S26°10'15"W	14.54'
L261	N63°49'45"W	55.00'
L262	N63°49'45"W	25.00'
L263	N63°46'26"W	2.00'
L267	N77°55'54"W	29.21'
L268	S17°37'48"W	72.13'
L269	S84°33'04"E	25.38'
L271	S12°17'57"W	13.97'
L272	S77°42'03"E	10.00'
L273	S12°17'57"W	13.97'
L274	S86°58'21"E	2.77'
L275	S86°58'21"E	10.88'
L276	N26°13'34"E	14.14'
L277	N63°46'26"W	10.00'
L278	N26°13'34"E	9.85'
L279	S05°03'11"W	44.85'
L280	S05°03'11"W	4.50'
L281	N84°10'54"W	81.11'
L282	N84°10'54"W	36.78'
L283	S05°03'11"W	7.15'
L284	S63°46'26"E	270.64'
L285	N26°10'15"E	86.20'(T)
L286	S63°49'45"E	4.97' (T)
L287	N26°10'15"E	95.46'
L288	S68°05'32"E	4.08' (T)
L289	N26°10'15"E	73.38'
L290	N63°46'26"W	418.88'
L291	S63°46'26"E	100.00'
L292	S63°46'26"E	468.88'
L293	N63°46'26"W	150.00'
L294	S63°46'26"E	194.13'(T)
L295	N00°12'03"W	23.56'
L296	N89°57'39"E	49.98'
L297	N14°06'52"W	4.59'
L298	S28°57'23"W	61.58'
L299	S14°05'57"E	39.08'
L301	N18°10'44"E	174.26'
L302	N63°46'26"W	10.64'
L303	N63°46'26"W	200.00'
L304	N26°10'15"E	76.70'
L305	S63°46'26"E	31.82'
L306	S63°46'26"E	200.00'
L307	N63°46'26"W	200.00'
L308	N13°51'19"W	33.49'
L309	S84°10'16"E	185.33'
L310	N46°05'54"E	8.37'
L311	S84°10'16"E	245.46'
L312	S00°12'03"E	42.84'
L313	S53°27'39"W	38.10'
L314	S31°42'22"E	25.09'
L315	N53°27'39"E	24.81'
L316	N07°39'12"E	15.29'

LINE TABLE		
LINE	DIRECTION	LENGTH
L317	S19°54'59"E	18.72'
L318	N63°46'26"W	732.45'
L319	N64°42'07"W	101.41'
L320	S63°46'26"E	272.66'(T)
L321	N77°17'46"W	166.79'
L330	S82°59'48"E	90.41'
L331	S89°58'16"E	17.50'
L332	S89°58'16"E	17.50'
L333	S00°01'44"W	1.33'
L334	S06°00'05"W	81.70'
L335	S05°03'11"W	56.50'
L336	S63°46'26"E	441.05'
L337	N26°13'34"E	92.50'
L338	N77°55'54"W	24.47'
L339	N00°09'05"W	180.88'
L341	N63°46'26"W	2.00'
L342	N83°14'28"W	19.09'
L343	S83°14'28"E	19.09'
L344	S63°46'26"E	2.00'
L345	S89°50'56"W	35.20'
L346	N00°05'20"W	35.40'
L347	N90°00'00"E	4.34'
L348	N00°00'00"E	32.00'
L349	N90°00'00"W	2.43'
L350	N22°59'24"E	103.35'
L351	N25°52'00"E	96.61'
L352	N26°10'15"E	56.47'
L353	N22°59'24"E	142.05'
L354	S26°10'15"W	62.71'
L355	S18°10'44"W	183.26'
L356	S28°57'23"W	39.86'
L357	S01°34'54"W	24.14'
L358	N88°25'06"W	20.00'
L359	S01°34'54"W	33.31'
L360	S63°46'26"E	22.00'
L361	S09°58'26"E	81.23'
L362	S64°08'39"E	55.83'
L363	N71°13'34"E	46.59'
L364	N18°46'26"W	41.53'
L365	S59°19'02"E	46.81'
L366	S27°51'51"W	1.00'
L367	S65°07'16"E	273.52'
L368	S88°43'09"W	185.68'
L369	S00°00'00"E	55.60'
L370	S67°22'50"E	22.96'
L371	S22°37'10"W	61.85'
L372	S05°08'46"W	142.04'
L373	S08°11'24"E	188.27'
L374	S81°48'36"W	11.43'
L375	S08°23'38"W	24.20'
L376	S02°49'06"E	107.73'
L377	N90°00'00"E	17.71'
L378	N00°00'00"E	57.13'
L379	N14°06'52"W	167.08'
L380	N90°00'00"E	42.83'
L381	S00°00'00"E	17.55'
L382	S85°32'30"W	145.13'
L383	S84°19'00"W	224.83'
L384	S82°33'30"W	111.82'
L385	S79°12'48"W	67.96'
L386	S03°45'46"E	18.35'
L387	S28°57'23"W	0.84'
L388	S71°31'24"W	48.61'
L389	S22°45'58"W	5.00'
L390	N26°10'15"E	22.51'

LINE TABLE		
LINE	DIRECTION	LENGTH
L391	S63°49'45"E	5.00'
L392	N26°10'15"E	40.53'
L393	S18°48'05"E	46.61'
L394	N07°39'12"E	15.45'
L396	N19°54'59"W	56.65'
L397	N70°05'01"E	20.00'
L398	N19°54'59"W	88.56'
L399	S53°27'39"W	104.39'
L400	S36°32'21"E	25.00'
L401	S53°27'39"W	106.51'
L402	S63°46'26"E	394.50'
L403	S56°43'44"W	47.10'
L404	N32°07'51"W	47.10'
L405	S66°32'00"E	23.93'
L406	N71°14'24"W	5.47'
L407	S23°26'15"E	44.33'
L408	N71°14'59"W	9.37'
L409	S65°16'10"W	47.89'
L410	S71°14'59"E	9.43'
L411	S27°36'37"E	47.76'
L412	S71°14'59"E	0.69'
L413	S57°02'33"W	40.90'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C182	143°06'12"	1.50'	3.75'	S34°39'32"W 2.85'
C183	90°00'00"	10.00'	15.71'	S44°50'55"W 14.14'
C184	5°40'15"	1819.50'	180.09'	N87°18'57"W 180.01'
C185	78°50'24"	5.00'	6.88'	N44°29'38"E 6.35'
C186	5°37'19"	300.00'	29.44'	N86°44'44"E 29.42'
C187	64°10'24"	35.00'	39.20'	N51°25'34"W 37.18'
C188	3°31'36"	1983.50'	122.09'	S82°39'15"E 122.07'
C189	41°12'21"	20.00'	14.38'	N20°27'06"E 14.08'
C190	34°57'11"	30.00'	18.30'	S23°34'41"W 18.02'
C191	23°07'21"	40.00'	16.14'	N78°26'20"E 16.03'
C192	14°50'19"	40.00'	10.36'	N82°11'40"W 10.33'
C193	5°39'25"	1900.00'	187.60'	S87°19'22"E 187.52'
C194	6°47'36"	1900.00'	225.28'	S81°05'51"E 225.14'
C195	26°22'39"	1900.00'	874.71'	S76°57'46"E 867.01'
C196	13°55'37"	1900.00'	461.84'	S70°44'15"E 460.70'
C197	7°21'50"	1100.01'	141.38'	N22°29'20"E 141.28'
C198	0°37'41"	1100.01'	12.06'	N18°29'34"E 12.06'
C199	19°28'49"	2150.00'	730.99'	S73°30'51"E 727.48'
C200	21°36'19"	59.50'	22.44'	N28°00'46"W 22.30'
C202	17°53'24"	59.99'	18.73'	S31°56'04"W 18.66'
C203	17°19'12"	60.00'	18.14'	N09°31'08"E 18.07'
C205	34°34'10"	25.00'	15.08'	N53°57'54"W 14.86'
C206	87°14'48"	25.00'	38.07'	N65°07'37"E 34.50'
C207	61°29'11"	25.00'	26.83'	N05°56'13"W 25.56'
C208	4°46'58"	150.00'	12.52'	N20°35'55"E 12.52'
C210	92°14'57"	35.00'	56.35'	S19°53'55"E 50.46'
C211	90°00'01"	35.00'	54.98'	N71°13'34"E 49.50'
C212	32°52'42"	35.00'	20.08'	S09°47'13"W 19.81'
C213	11°32'13"	35.00'	7.05'	N31°59'40"E 7.04'
C214	93°27'59"	25.00'	40.78'	S62°01'01"W 36.41'
C215	23°30'32"	25.00'	10.26'	S59°29'43"E 10.19'
C216	4°16'49"	308.00'	23.01'	S16°02'19"W 23.00'
C217	0°18'47"	1819.50'	9.94'	N84°38'13"W 9.94'
C218	36°00'31"	35.00'	22.00'	N17°58'31"W 21.64'
C219	20°10'54"	35.78'	12.60'	S08°17'09"W 12.54'
C220	78°59'30"	35.00'	48.25'	S57°59'01"W 44.52'
C221	93°24'08"	35.00'	57.06'	N20°31'49"W 50.95'
C222	90°03'19"	35.00'	55.01'	S71°11'55"W 49.52'
C223	88°32'12"	35.00'	54.08'	N70°29'39"E 48.86'
C224	90°00'00"	35.00'	54.98'	N18°46'26"W 49.50'
C225	66°25'34"	35.00'	40.58'	S71°57'55"W 38.34'
C226	8°35'39"	2150.00'	322.49'	S68°04'16"E 322.19'
C228	1°29'09"	1900.00'	49.27'	N83°45'05"W 49.27'(T)
C230	19°49'46"	266.00'	92.06'	N89°30'45"W 91.60'
C231	0°34'32"	1919.50'	19.28'	N79°18'32"W 19.28'
C232	14°04'07"	100.00'	24.55'	N71°59'13"W 24.49'
C233	130°21'52"	2.00'	4.55'	N00°13'47"E 3.63'
C234	30°24'23"	39.00'	20.70'	N80°36'54"E 20.45'
C235	15°09'11"	266.00'	70.35'	S88°14'30"W 70.14'
C236	3°30'58"	1900.00'	116.60'	N79°31'28"W 116.58'(T)
C237	20°25'51"	60.00'	21.40'	N47°52'36"E 21.28'
C238	65°02'41"	3.75'	4.26'	S70°11'01"W 4.03'
C239	9°48'16"	1919.50'	328.47'	N72°23'31"W 328.07'
C240	36°28'26"	60.00'	38.20'	N49°15'10"W 37.55'
C241	144°22'40"	2.00'	5.04'	N41°14'23"E 3.81'
C242	6°54'46"	1948.52'	235.09'	N70°28'36"W 234.95'
C243	7°56'33"	266.00'	36.87'	N77°54'16"W 36.84'
C244	12°18'17"	266.00'	57.13'	N88°01'41"W 57.02'
C245	13°19'08"	266.00'	61.83'	S87°31'15"E 61.69'
C246	13°35'24"	100.00'	23.72'	S74°03'59"E 23.66'
C247	150°07'51"	2.00'	5.24'	S07°47'39"W 3.86'
C248	5°41'16"	100.00'	9.93'	S85°42'12"W 9.92'
C249	30°27'19"	60.00'	31.89'	N73°19'11"E 31.52'
C250	10°51'47"	1900.00'	360.24'	N69°12'20"W 359.70'
C251	4°15'47"	1100.01'	81.84'	N24°02'22"E 81.83'(T)

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C252	164°54'35"	2.00'	5.76'	S56°17'03"E 3.97'
C253	2°23'03"	1386.00'	57.67'	N24°58'44"E 57.67'
C254	174°57'11"	1.50'	4.58'	N68°44'12"W 3.00'
C255	7°25'51"	501.70'	65.07'	N22°27'19"E 65.02'
C256	15°05'25"	60.00'	15.80'	N33°42'57"E 15.76'
C257	6°19'26"	300.00'	33.11'	S76°52'20"E 33.09'
C258	16°15'37"	300.00'	85.14'	N71°54'14"W 84.85'
C259	35°52'13"	60.00'	37.56'	N45°50'19"W 36.95'
C260	144°07'47"	2.00'	5.03'	N44°09'41"E 3.81'
C261	9°56'11"	300.00'	52.03'	N68°44'32"W 51.96'
C262	6°19'26"	300.00'	33.11'	N76°52'20"W 33.09'
C263	16°15'37"	300.00'	85.14'	S71°54'14"E 84.85'
C264	35°52'13"	60.00'	37.56'	S45°50'19"E 36.95'
C265	144°07'47"	2.00'	5.03'	S44°09'41"W 3.81'
C266	9°56'11"	300.00'	52.03'	S68°44'32"E 51.96'
C267	4°50'50"	2150.00'	181.89'	S66°11'51"E 181.83'(T)
C268	66°08'16"	59.50'	68.68'	N50°16'44"W 64.93'
C271	5°54'55"	1967.82'	203.16'	S69°03'51"E 203.07'
C272	40°32'42"	59.50'	42.10'	S45°50'03"E 41.23'
C273	139°59'07"	1.00'	2.44'	S44°25'51"W 1.88'
C274	2°34'03"	2256.00'	101.09'	S66°51'37"E 101.08'
C275	7°37'23"	300.00'	39.91'	S79°32'11"E 39.88'
C278	2°24'07"	2232.00'	93.57'	S81°51'24"E 93.57'
C279	4°06'59"	1968.00'	141.39'	S77°36'12"E 141.36'
C280	2°32'24"	2256.00'	100.01'	S75°03'34"E 100.00'
C281	14°14'11"	300.00'	74.54'	N87°46'26"W 74.35'
C282	2°39'56"	3400.00'	158.17'	S80°59'39"E 158.16'
C284	64°10'12"	35.00'	39.20'	N68°34'47"E 37.18'
C285	4°10'19"	1963.50'	142.97'	N81°25'17"W 142.94'
C286	64°10'24"	35.00'	39.20'	S51°25'34"E 37.18'
C287	3°31'36"	1983.50'	122.09'	N82°39'15"W 122.07'
C289	4°09'00"	1462.00'	105.90'	N26°52'52"E 105.87'
C290	84°40'59"	35.00'	51.73'	N71°17'52"E 47.15'
C291	12°42'38"	200.00'	44.37'	S61°00'52"E 44.28'
C292	15°34'16"	200.00'	54.35'	N62°26'42"W 54.19'
C294	5°50'10"	1963.50'	200.00'	N73°08'55"W 199.91'
C295	64°10'08"	35.00'	39.20'	S43°58'56"E 37.18'
C297	64°53'57"	25.00'	28.32'	S15°17'29"E 26.83'
C298	78°27'47"	35.00'	47.93'	N76°59'40"E 44.27'
C299	11°28'42"	300.00'	60.10'	S58°02'05"E 60.00'
C300	11°28'42"	300.00'	60.10'	N58°02'05"W 60.00'
C301	89°56'41"	35.00'	54.94'	S18°48'05"E 49.47'
C302	69°59'47"	30.00'	36.65'	S08°49'38"E 34.41'
C303	10°53'14"	450.00'	85.51'	N20°43'38"E 85.38'
C304	62°32'03"	25.00'	27.29'	S46°33'03"W 25.95'
C305	13°15'41"	225.00'	52.08'	S57°08'35"E 51.96'
C306	13°15'41"	225.00'	52.08'	N57°08'35"W 51.96'
C307	57°07'18"	35.00'	34.89'	S35°12'47"E 33.47'
C308	19°10'25"	99.34'	33.24'	N55°53'06"W 33.09'
C309	20°56'49"	100.00'	36.56'	S56°48'13"E 36.36'
C310	4°20'19"	2012.00'	152.35'	S69°26'47"E 152.31'
C311	52°10'48"	35.00'	31.87'	N45°31'32"W 30.78'
C312	11°28'42"	300.00'	60.10'	N58°02'05"W 60.00'
C313	11°28'42"	300.00'	60.10'	S58°02'05"E 60.00'
C314	5°31'07"	1891.52'	182.19'	N79°45'41"W 182.12'
C315	13°27'34"	300.00'	70.47'	N70°16'20"W 70.31'
C316	9°47'08"	300.00'	51.24'	S68°26'08"E 51.17'
C317	6°05'49"	1879.52'	200.00'	N70°16'47"W 199.91'
C318	3°25'49"	150.00'	8.98'	S21°16'30"W 8.98'
C319	1°56'37"	1474.00'	50.00'	N20°31'54"E 50.00'
C320	9°53'15"	266.00'	45.90'	S89°19'47"E 45.85'
C321	2°07'28"	1920.50'	71.21'	S67°16'19"E 71.20'
C322	9°49'56"	316.00'	54.23'	N63°25'04"W 54.16'
C323	13°23'44"	284.00'	66.40'	S65°11'58"E 66.25'
C324	5°04'35"	1932.50'	171.22'	S74°26'08"E 171.16'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C325	2°26'52"	3368.00'	143.88'	S80°53'07"E 143.87'
C326	11°06'40"	2200.00'	426.64'	S77°23'52"E 425.97'
C327	13°09'28"	300.00'	68.89'	S65°15'48"E 68.74'
C328	10°00'39"	300.00'	52.42'	N63°41'23"W 52.35'
C329	2°40'20"	2188.00'	102.04'	S67°21'33"E 102.03'
C330	58°48'54"	35.00'	35.93'	S36°36'56"E 34.37'
C331	4°50'24"	2000.00'	168.94'	S77°14'29"E 168.89'
C332	0°26'20"	1932.50'	14.80'	S76°45'16"E 14.80'
C333	0°58'10"	1932.50'	32.70'	S76°03'01"E 32.70'
C334	1°04'47"	2200.00'	41.46'	S75°33'57"E 41.46'
C340	5°58'21"	150.00'	15.64'	S03°00'55"W 15.63'
C341	0°29'45"	1900.00'	16.44'	N84°14'47"W 16.44'
C342	10°53'10"	2150.00'	408.50'	S77°48'40"E 407.89'(T)
C343	2°39'28"	35.00'	1.62'	S07°25'46"W 1.62'
C344	1°13'04"	2164.00'	46.00'	S65°45'00"E 46.00'
C345	4°15'50"	2150.00'	160.00'	S74°30'00"E 159.96'(T)
C346	1°30'42"	2150.00'	56.72'	S71°36'44"E 56.72' (T)
C347	125°11'18"	1.50'	3.28'	N45°23'03"E 2.66'
C348	18°33'46"	300.00'	97.19'	S85°36'39"E 96.77'
C349	38°39'09"	59.50'	40.14'	S56°13'08"E 39.38'
C351	28°23'28"	35.00'	17.34'	N75°48'16"E 17.17'
C352	2°52'36"	394.00'	19.78'	N24°25'42"E 19.78'
C353	84°26'07"	25.05'	36.91'	N71°16'11"E 33.66'
C354	24°11'48"	35.00'	14.78'	S00°12'02"W 14.67'
C355	24°11'44"	35.00'	14.78'	N24°23'49"E 14.67'
C356	2°27'56"	1983.50'	85.35'	N79°39'29"W 85.35'
C357	19°56'54"	80.00'	27.85'	S53°47'59"E 27.71'
C358	13°37'38"	464.00'	110.36'	N19°21'26"E 110.10'
C359	2°47'07"	1448.00'	70.39'	N27°33'49"E 70.39'
C360	32°08'03"	35.00'	19.63'	S73°55'59"E 19.37'
C361	10°33'35"	1983.50'	365.56'	N71°41'48"W 365.04'
C362	0°06'26"	1895.50'	3.55'	N84°26'23"W 3.55'
C363	3°16'33"	35.00'	2.00'	N27°51'51"E 2.00'
C364	90°00'00"	35.00'	54.98'	S18°46'26"E 49.50'
C365	3°16'33"	35.00'	2.00'	S24°35'17"W 2.00'
C366	90°00'00"	35.00'	54.98'	N71°13'34"E 49.50'
C367	17°28'04"	35.00'	10.67'	S17°29'32"W 10.63'
C368	2°08'52"	2200.00'	82.47'	S73°57'08"E 82.47'
C369	1°00'33"	1951.50'	34.37'	N66°51'55"W 34.37'
C370	88°24'28"	25.00'	38.58'	S27°02'45"E 34.86'
C371	96°03'21"	25.00'	41.91'	N23°13'19"W 37.17'
C372	3°14'44"	1968.00'	111.48'	S77°10'04"E 111.46'(T)
C373	2°15'14"	3400.00'	133.74'	S81°12'00"E 133.73'
C374	3°51'01"	11602.57'	779.68'	S85°25'03"W 779.54'
C375	0°50'24"	1951.50'	28.61'	N66°48'50"W 28.61'
C376	30°44'30"	35.00'	18.78'	S81°43'54"E 18.55'
C377	53°56'29"	35.00'	32.95'	N55°55'37"E 31.75'
C378	1°23'50"	1956.50'	47.71'	N66°32'07"W 47.71'
C379	0°01'59"	1951.50'	1.13'	N66°22'38"W 1.13'
C380	3°13'14"	35.00'	1.97'	S62°09'49"E 1.97'
C381	55°43'17"	35.00'	34.04'	S32°41'33"E 32.71'
C382	6°19'38"	35.00'	3.87'	S01°40'06"E 3.86'
C383	21°27'18"	35.00'	13.11'	S12°13'22"W 13.03'
C384	3°13'14"	35.00'	1.97'	S24°33'38"W 1.97'
C385	0°24'42"	3400.00'	24.43'	S79°52'02"E 24.43'
C386	2°47'17"	1967.82'	95.76'	S67°30'02"E 95.75'
C387	2°08'43"	35.00'	1.31'	N13°22'18"E 1.31'
C388	22°03'01"	35.00'	13.47'	N25°28'10"E 13.39'
C389	62°31'07"	35.00'	38.19'	N67°45'14"E 36.32'
C390	1°39'05"	35.00'	1.01'	S80°09'40"E 1.01'
C391	2°08'43"	35.00'	1.31'	S11°13'35"W 1.31'
C392	62°31'03"	35.00'	38.19'	S43°09'23"E 36.32'
C393	1°39'05"	35.00'	1.01'	S75°14'27"E 1.01'
C394	0°32'33"	1963.50'	18.59'	N75°47'43"W 18.59'
C395	30°55'57"	25.00'	13.50'	N86°42'58"W 13.33'

LEGEND

(T) TIE DATA

NO.	BY	DATE	REVISION

SURVEYOR:

RICK ENGINEERING COMPANY
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver
2401 W. PEORIA AVE., SUITE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com

DRAWN BY: PJE | SCALE: N.T.S.
CHECKED BY: MAB | DATE: 8/26/24

VERRADO™

"MCDOWELL ROAD & ACACIA WAY"

MINOR SUBDIVISION PLAT

BUCKEYE, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

PROJECT NO.
2014-181
SHEET NO. 6 OF 6

PLZV # 1R PLZV-24-0001

C:\RICK\Projects\P_SIG_H\2014-181 - VERRADO MARKETSIDE WEST\DWG\MAPPING\VERRADO MARKETSIDE EAST\MCDOWELL-ACACIA PLAT\2014-181 MCDOWELL-ACACIA PLAT.dwg - plotted by: pengle ON 2024-08-27 @ 11:59 - ctb:sig hw.ctb - ©2024 Rick Engineering Company

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.L. DS - Resolution 50-24 - IGA between Maricopa County administered by its Human Services Department and the City of Buckeye-10th Street and Alleyway Improvements B-24-UC-04-0501.
DATE PREPARED: 09/12/24	**DISTRICT NO.:** 2
STAFF LIAISON: Andrea Marquez, Senior Planner Special Projects, amarquez@buckeyeaz.gov, (623) 349-6220	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 50-24 approving the Intergovernmental Agreement between the City of Buckeye and Maricopa County administered by its Human Services Department for the Community Development Block Grant (CDBG) program for the provision of CDBG funds for the 10th Street and alleyway improvements; and authorizing the Mayor and City Manager to execute and deliver said Agreement and related documents on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

The CDBG awarded project area includes 10th Street and adjacent alleyways, which are currently unimproved. The project encompasses all of 10th Street, located just east of the City's park, pool, museum and recreation center facilities. Adjacent alley improvements are to include asphalt paving asphalt at the alleyways (12 feet wide) and 10th Street (20 feet wide) with an installation of an 8-foot wide connecting sidewalk adding additional pedestrian access across the facilities. Improvements will also include landscaping, utility adjustments, lighting and installation of a 12-inch storm drain system.

BENEFITS:
Approving Resolution No. 50-24 will allow the city to administer the CDBG awarded obligation.

FUTURE ACTION:
Once the IGA is approved by the Maricopa County Board of Supervisors, the city will receive a copy of the executed IGA. Construction and Contracting can start the bidding process once the city has received the Notice To Proceed (NTP). The Development Services Department staff will be responsible for adhering to the implementation schedule, quarterly reports and requesting reimbursement not to exceed $605,413.

FINANCIAL IMPACT STATEMENT:
With the construction cost estimate of $779,396 and the reimbursement not to exceed $605,413, the city contribution to the project is estimated to be approximately $173,983.

CURRENT FISCAL YEAR TOTAL COST:
N/A

BUDGETED:

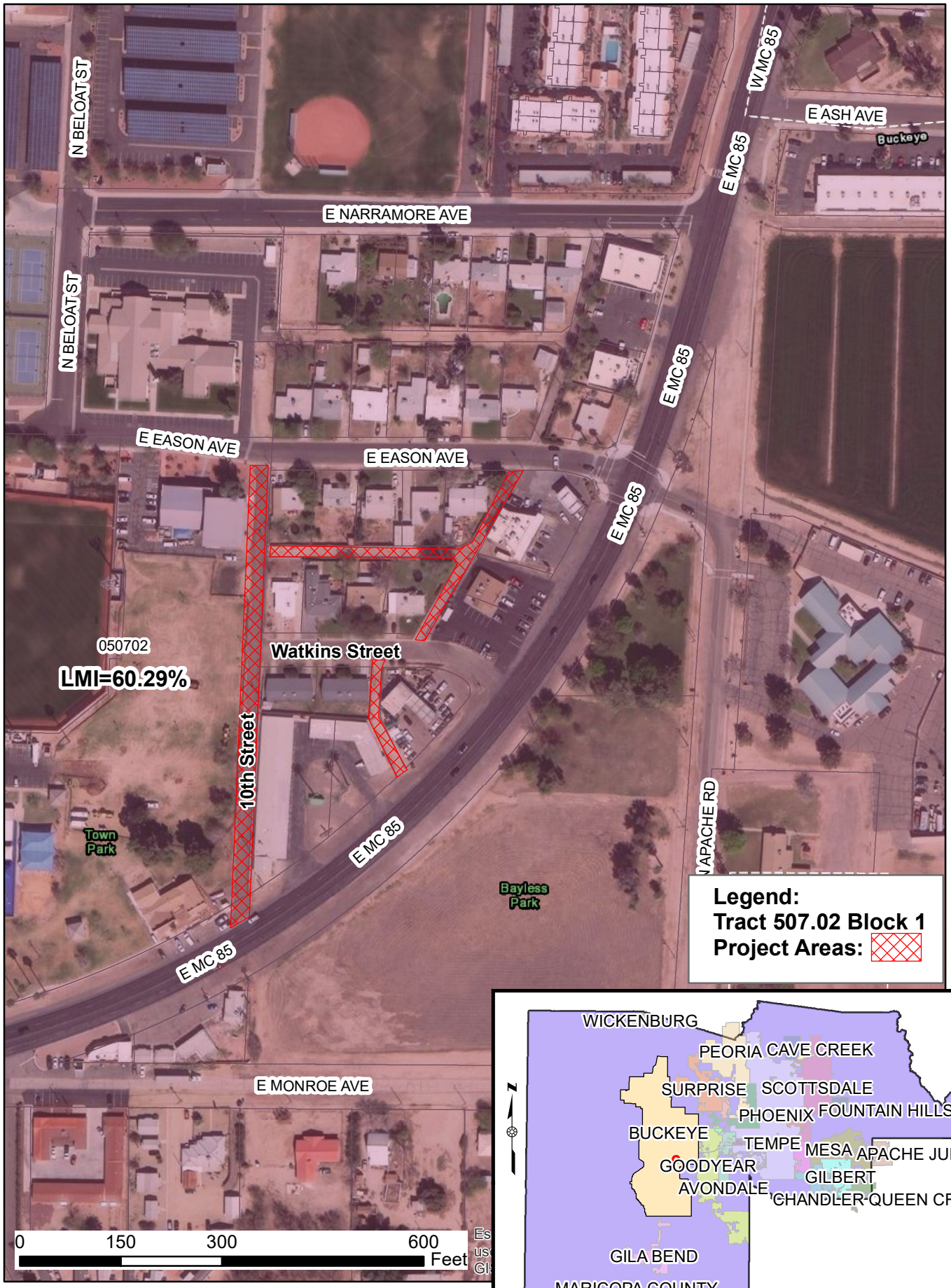
Yes

FISCAL YEAR:
N/A

FUND/DEPARTMENT:
Expenditure code: 35435180-543223 Revenue Code: 35435180-475223

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
10th Street and Alleys Vicinity Map.pdf
RES 50-24 IGA BETWEEN THE CITY AND MARICOPA COUNTY CDBG PROGRAM.docx
IGA re Community Development Block Grant with City of Buckeye.pdf

10th Street and Alleys CDBG Proposal 2024-2025



BUCKEYE, AZ

RESOLUTION NO. 50-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BUCKEYE AND MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR THE PROVISION OF CDBG FUNDS FOR THE 10TH STREET AND ALLEYWAY IMPROVEMENTS; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, Arizona Revised Statutes ("A.R.S.") § 11-952 authorizes two or more public agencies to enter into intergovernmental agreements to contract for services if authorized by their legislative or governing bodies; and

WHEREAS, the City of Buckeye (the "City") recognizes the need to provide improvements to reduce dust and sediment loading onto alleyways, roads, and stormwater retention basins by installing asphalt paving, sidewalks, landscaping, lighting, utility adjustments, and a storm drain system through the use of Community Development Block Grant ("CDBG"), funding from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"); and

WHEREAS, the United States government, through adoption and administration of the HCD Act will make CDBG funds available for expenditure during and through the October 1, 2024, to September 30, 2026; and

WHEREAS, the City desires to enter into an agreement between the Maricopa County ("County") and the City for the CDBG program dated October 1, 2024 to September 30, 2026.

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The document titled "Intergovernmental Agreement for Services Between Maricopa County Administered by its Human Services Department and the City of Buckeye" is hereby approved in substantially the form and substance on file with the City Clerk and which is incorporated herein by reference.

Section 3. The Mayor is hereby authorized to execute and deliver the Intergovernmental Agreement approved in Section 2 of this Resolution, and the Mayor, the City Clerk, and the City Attorney are hereby authorized and directed to execute any necessary or desirable documents or other instruments connected therewith, and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 17th day of September, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF BUCKEYE

Contract Number: _____
Contract Amount: $ 605,413.00
Contract Start Date: October 1, 2024
Contract Termination Date: September 30, 2026
ALN Number: 14.218 – Community Development Block Grant
UEI No.: WYJHKKNHLA38

This Intergovernmental Agreement ("Agreement") is entered into between the City of Buckeye ("Subrecipient") and Maricopa County, administered by its Human Services Department, ("County"). The Subrecipient and County are collectively referred to here as the "Parties" and individually as a "Party." The Subrecipient, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services contained in it.

The County is the recipient of funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383. The Parties wish to enter into this Agreement to complete the services identified in Section 3 Work Statement of this Agreement.

The Parties agree to all rights and obligations of the Parties and shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth in this Agreement and in:

Section 1 – General Provisions
Section 2 – Special Provisions
Section 3 – Work Statement
Section 4 – Compensation
Section 5 – Attachments

The Parties agree to the terms and conditions set forth in this Agreement. The Parties hereby authorized the undersigned to execute this Agreement on their behalf.

IN WITNESS, the Parties have approved and signed this Agreement:

APPROVED BY:

CITY OF BUCKEYE

Eric Orsborn, Mayor Date

Attested to:

Lucinda Aja Date
City Clerk

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF BUCKEYE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Attorney for the Subrecipient Date

APPROVED BY:

MARICOPA COUNTY

Jack Sellers, Chairman Date
Board of Supervisors

Attested to:

Juanita Garza Date
Clerk, Board of Supervisors

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Deputy County Attorney Date

SECTION 1

GENERAL PROVISIONS

1.0 PURPOSE

The purpose of the Agreement is for the Subrecipient to provide improvements to reduce dust emissions and sediment loading onto alleyways, roads, and stormwater retention basins by installing asphalt paving, sidewalks, landscaping, lighting, utility adjustments, and a storm drain system. The Subrecipient shall provide the services identified in Section 3 (Work Statement), Paragraph 2.0 (Scope of Work). These activities meet CDBG program's National Objectives as defined in 24 CFR § 570.208.

2.0 TERM OF AGREEMENT

This Agreement shall commence and terminate on the dates listed on page 1 of this Agreement. This Agreement shall become effective upon approval and signature by both Parties.

3.0 RENEWAL

This Agreement may be renewed by a written amendment provided the Subrecipient is in full compliance with all terms and conditions of this Agreement. Under A.R.S. § 11-952, no renewal may exceed the duration of the previous agreement. The County shall notify the Subrecipient in writing of its intent to extend the Agreement term at least thirty (30) calendar days prior to the expiration of the original Agreement term, or any additional terms thereafter.

4.0 AMENDMENTS

All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties.

5.0 ADMINISTRATIVE CHANGE ORDERS

5.1 The Chairman of the Board of Supervisors is authorized, upon the recommendation of the Human Services Department Director and Legal Counsel, to review and execute administrative changes to the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon execution by both the Parties. Administrative Change Orders shall address any of the following changes:

- 5.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
- 5.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;
- 5.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
- 5.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the U.S. Department of Treasury or local regulations, policies, or requirements.

6.0 ACRONYMS AND DEFINITIONS

Acronyms and Definitions found under 2 C.F.R. §§ 200.0 & 200.1 are incorporated by reference.

7.0 EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or

Work Statement, the Compensation Provisions shall control. Nothing in this Agreement shall operate to increase the Operating Budget without a written amendment to this Agreement.

8.0 TERMINATION

8.1 Under A.R.S. § 38-511, the Parties may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of one Party at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement.

8.2 Additionally, pursuant to A.R.S. § 38-511, either Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the one Party from the other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

8.3 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the County under the Availability of Funds provision). The notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on page 1 of this Agreement.

8.4 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or the Subrecipient's noncompliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.

8.5 In accordance with 2 C.F.R. §§ 200.340, *et seq*., the County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.

8.6 The Parties may terminate this Agreement for convenience in accordance with 2 C.F.R. § 200.340. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

9.0 DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

9.1 **Administrative Manual** means the Community Development Block Grant and Community Development Advisory Committee Policy Manual, September 20, 2017, as may be revised, for the administration of CDBG grants.

9.2 **Assistance Listing Number (ALN)** means the codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.

9.3 **Assistant Director** means the Director of the Housing and Community Development Division within the Maricopa County Human Services Department.

9.4 **CDAC** means the Community Development Advisory Committee, to act in an advisory capacity on matters concerning the Maricopa County Community Development Block Grant (CDBG) program, including funding recommendations,

fair housing, and housing affordability issues affecting low/moderate-income people.

9.5 **Department** means the Maricopa County Human Services Department.

9.6 **Director** means the Director of the Maricopa County Human Services Department.

9.7 **Division** means Housing and Community Development Division of the Maricopa County Human Services Department.

9.8 **Minority Business Enterprise (MBE)** means an entity which is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law. 95-507.

9.9 **Public Agency** has the meaning prescribed by A.R.S. § 11-951.

9.10 **Subcontract** means any Agreement entered into by a Subrecipient with a third party for performance of any of the work or provision of any of the services covered by this Agreement.

9.11 **Subcontractor** means an entity funded through the Subrecipient to provide services required by the Work Statement.

9.12 **Subrecipient** means a public or private nonprofit agency, authority or organization, or an entity described in 24 C.F.R. § 570.204 (c), to which a subaward is made and which is accountable to the recipient for the use of the funds provided.

9.13 **Unique Entity identifier (UEI)** is the primary means of entity identification for Federal awards government-wide.

9.14 **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.

10.0 GENERAL REQUIREMENTS

10.1 The terms of this Agreement shall be construed in accordance with Arizona law and applicable Federal laws and regulations of the United State Department of Housing and Urban Development (HUD)**.** Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.

10.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.

10.3 The Subrecipient is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.

10.4 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in the Subrecipient's organization or with which the Subrecipient (or one of its directors, officers, owners, trust certificate holders, or relatives) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval, therefore.

10.5 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

11.0 ASSIGNMENT AND SUBCONTRACTING

11.1 No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the County. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.

11.2 In accordance with 2 C.F.R. § 200.331, the Subrecipient may make a "Subaward" as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a Subrecipient or a Subcontractor.

11.3 The Subcontractor's rate for the job shall not exceed that of the Subrecipient's rate, as bid in the pricing section, unless the Subrecipient is willing to absorb any higher rates, or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Subrecipient, who in turn shall pass through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Subrecipient's invoice.

11.4 Subrecipient must ensure any Subaward recipient or subcontractor is compliant with all and general federal grant requirements, including reporting requirements.

12.0 AVAILABILITY OF FUNDS

12.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided in this Agreement, actually are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Subrecipient fully informed as to the availability of funds.

12.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with, this Agreement, then the Parties may amend, suspend, decrease, or terminate their obligations under, or in connection with, this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

13.0 BUDGET ADJUSTMENTS

13.1 Any requests for reasonable budget adjustments shall be submitted ninety (90) calendar days prior to the Termination Date of this Agreement. Requests for financial adjustments to this Agreement shall be supported by appropriate documentation. If the County agrees to the budget adjustments, the County shall follow Paragraph 4.0 (Amendments) above.

13.2 The Subrecipient must receive prior written approval from the County to move funds from one budget line item to another. Budget adjustments that do not change the total Agreement amount may be documented by an Administrative Change Order approved and fully executed by the Chairman of the Board of Supervisors and the Subrecipient's authorized Representative as defined in Section 1 (General Provisions), Paragraph 5.0 (Administrative Change Orders). If a budget adjustment is necessary that either increases or decreases the Agreement amount, then the County shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement to amend the Agreement.

14.0 DISPUTES

14.1 Except as may otherwise be provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, which shall not exceed one hundred twenty (120) calendar days.

Disputes which are not resolved in that time period shall be submitted in accordance with the following formal dispute resolution process.

14.2 If a dispute cannot be resolved informally, then the Subrecipient shall notify the Department in writing by mailing notice of the dispute to the Assistant Director within ten (10) business days from expiration of the informal dispute resolution process described in Subparagraph 14.1 above.

14.3 The Assistant Director shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the Human Services Department Director.

14.4 The Human Services Department Director shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.

14.5 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the Assistant Director's decision.

15.0 SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

16.0 STRICT COMPLIANCE

The County's acceptance of the Subrecipient's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

17.0 SINGLE AUDIT ACT REQUIREMENTS

The Subrecipient is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq*.). The Subrecipient shall comply with 2 C.F.R. § 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by HUD or the County that the Subrecipient is not in - compliance with the audit requirements.

18.0 AUDIT DISALLOWANCES

18.1 The Subrecipient shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit in the amount of the disallowance. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

18.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the

amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

19.0 SUSPENSION OF WORK

The County may order the Subrecipient, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the County determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Subrecipient. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Agreement.

20.0 STOP WORK ORDER

20.1 The County, at any time, by written order to the Subrecipient, may require the Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 calendar days after the order is delivered to the Subrecipient, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Subrecipient, or within any extension of that period to which the Parties shall have agreed, the County shall either:

20.1.1 cancel the stop work order; or

20.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this Agreement.

20.2 The County may make an equitable adjustment in the delivery schedule and/or agreement price, and the agreement shall be modified, in writing, accordingly, if the Subrecipient demonstrates that the stop work order resulted in an increase in costs to the Subrecipient.

21.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

21.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.

21.2 This Agreement may be immediately terminated by the County if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Subrecipient if the Subrecipient is unable or fails to provide required services within the specified time frame in the work statement.

21.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

21.3.1 Non-performance of any obligations required by this Agreement.

21.3.2 Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.

21.3.3 Unauthorized expenditure of funds.

21.3.4 Improper disposition of program income.

21.3.5 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB Uniform Guidance 2 C.F.R. § 200.

21.3.6 Noncompliance with recordkeeping, record retention, or reporting requirements.

21.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipient shall, without intent to limit or with restrictions, be subject to the following:

21.4.1 All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.

21.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.

21.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement or rule.

21.4.4 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

21.4.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

22.0 COMPETITIVE BID REQUIREMENTS

22.1 If the Subrecipient is authorized to purchase supplies and equipment itemized in the Agreement for utilization in the delivery of contract services. Subrecipient shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes in compliance with 2 C.F.R. § 200 subpart D §§ 200.318 Procurement Standards. Any procurement in violation of this provision shall be considered a financial audit exception.

22.2 Subrecipient's own bidding procedures shall govern, as long as the procurement practices comport with federal law.

22.3 The Subrecipient shall maintain an accessible written procurement manual.

22.4 Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement.

23.0 PROPERTY

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

23.1 Any County property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted in this Agreement.

23.2 Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient. Repair costs of such property shall be the responsibility of the Subrecipient.

23.3 The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

24.0 NON-LIABILITY

The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall not be liable for any act or omission by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or Subcontractors occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions be liable for purchases, Subcontract, or agreements made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or subcontractors in connection with this Agreement.

25.0 RECIPROCAL INDEMNIFICATION

25.1 Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party (as “Indemnitee”) from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys’ fees, expert witnesses’ fees and other litigation costs) (hereinafter collectively referred to as “Claims”) arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious 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.

25.2 Subrecipient shall add an indemnity clause to all agreements with contractors receiving funds from this agreement requiring that contractor indemnity, defend and hold the County harmless and its officers, officials, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as “claims”) either arising from or related to breach of the contract, but only to the extent such claims are caused by the act, omission, negligence,

misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions.

26.0 INSURANCE

26.1 The Subrecipient as a public entity is exempt from the Insurance requirements but shall provide a Certificate of Insurance.

26.1.1 The Subrecipient shall ensure the Insurance thresholds are met:

26.1.1.1 Commercial Umbrella a limit of no less than $2,000,000 for each occurrence;

26.1.1.2 General Aggregate Limit $4,000,000; and

26.1.1.3 Workers' Compensation a limit of no less than $1,000,000 for each accident

26.2 Subcontractors**:** The Subrecipient's certificate(s) shall include all Subcontractors as insureds under its policies, or the Subrecipient shall furnish to the County separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

26.3 Approval**:** Any modification or variation of the insurance requirements in any agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal amendment

27.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of this Agreement. The provision applies to work performed by Subcontractors at all tiers.

28.0 IT 508 COMPLIANCE

Unless specifically authorized in the Agreement, any electronic or information technology offered to the County under this Agreement shall comply with A.R.S.§ 41-3531 and § 41-3532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires the employees and members of the public shall have access to use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

29.0 TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

30.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County.

31.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds $100,000, the Subrecipient agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

32.0 LOBBYING

32.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient 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 agreement, 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 agreement, grant, loan, or cooperative agreement.

32.2 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 any federal agreement, grant, loan or cooperative agreement, then the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

33.0 RELIGIOUS ACTIVITIES

The Subrecipient agrees that none of its costs and none of the costs incurred by the Subrecipient or any of its Subcontractors will include any expense for inherently religious activities in accordance with 24 CFR 570.200(j).

34.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the County or the Subrecipient or any Subcontractor under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

35.0 COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

36.0 CONFIDENTIAL INFORMATION

36.1 Any information obtained in the course of performing this Agreement may include information that is proprietary or confidential to the County. This provision establishes the Subrecipient's obligation regarding such information.

36.2 The Subrecipient shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement, or as required by the Arizona Public Records Act. The Subrecipient's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own

proprietary or confidential information. If, at any time during the duration of the Agreement, the County determines that the procedures and controls in place are not adequate, the Subrecipient shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

36.3 Any requests to the Subrecipient for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

37.0 SAFEGUARDING OF PARTICIPANT INFORMATION

37.1 The Subrecipient shall observe and abide by all applicable State of Arizona and federal statues, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services. To the extent permitted by law, the Subrecipient shall release information to the County, Department, Attorney General's Office, or other designated agency as required by the County by the terms of this Agreement or by law.

37.2 The Subrecipient shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. §§ 41-161, *et seq*. The Department will advise the Subrecipient as to applicable policies and procedures adopted for such compliance.

37.3 The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

38.0 RIGHTS IN DATA

The Parties shall each have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any such available information that is relevant to this Agreement and to the performance under it, except to the extent prohibited by law.

39.0 COPYRIGHTS

If this Agreement results in a book or other written material, then the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

40.0 PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the County for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued on such invention or discovery, shall be disposed of and administered in order to protect the public interest.

41.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

41.1 The County will monitor the Subrecipient's compliance with, and performance under, the terms and conditions of this Agreement and the applicable federal regulations promulgated by HUD and Maricopa County. On-site visits for compliance monitoring may be made by the County and its grantor agencies (or both the County and its

grantor agencies) at any time during the Subrecipient's normal business hours, announced or unannounced. For auditing purposes, the County shall provide the Subrecipient with 30 days advance notice of any proposed on-site visit. During an on-site visit, the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.

41.2 The County shall request information for fiscal monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200, to include:

41.2.1 Financial Management 2 C.F.R. § 200.302
41.2.2 Internal Controls 2 C.F.R. § 200.303
41.2.3 Bonds 2 C.F.R. § 200.304
41.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
41.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
41.2.6 Program Income 2 C.F.R. § 200.307
41.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
41.2.8 Period of Performance 2 C.F.R. § 200.309
41.2.9 Insurance Coverage 2 C.F.R. § 200.310
41.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338
41.2.11 Procurement Standards 2 C.F.R. § 200.318
41.2.12 Indirect Costs 2 C.F.R. § 200.414
41.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
41.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

42.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

42.1 The Subrecipient shall, during the term of this Agreement, immediately inform the Department in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Subrecipient to notify the Department of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.

42.2 The Department may request, and the Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of such other agreement or grant, when in the opinion of the Department the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.

42.3 If the Department determines that the award to the Subrecipient of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, then the Department will prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" section contained in this Agreement.

43.0 MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

44.0 RECOGNITION OF COUNTY SUPPORT

The Subrecipient shall give recognition to the County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

45.0 GRIEVANCE PROCEDURE

The Subrecipient shall establish a system through which applicants for, and recipients of, services may present grievances and may make appeals about eligibility and other aspects of the Subrecipient's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the County if the grievance is not satisfied at the Subrecipient's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodation for persons with disabilities.

46.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

46.1 Subrecipient agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website: (http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1) which is hereby incorporated into this Agreement as if set forth in full herein. In connection with any service or other activity under this Agreement, Subrecipient shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

46.2 The Subrecipient, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all of its Subcontracts. Refer to Paragraph 20.0, (Default and Remedies for Noncompliance).

47.0 EQUAL EMPLOYMENT OPPORTUNITY

47.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

47.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

47.3 The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

47.4 The Subrecipient will post on public display for all employees that it is an Equal Opportunity or Affirmative Action employer.

47.5 The Subrecipient shall and shall cause its Subcontractors to comply with:

47.5.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);

47.5.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);

47.5.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);

47.5.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and

47.5.5 Arizona Executive Order 2009-09, as amended, *et seq*. which mandates that all persons shall have equal access to employment opportunities.

47.6 The Subrecipient shall include the above-listed provisions in every subcontract or purchase order, specifically or by reference. The inclusion of these provisions are binding and a requirement of this Agreement.

48.0 DISABILITY REQUIREMENTS

The Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

49.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Subrecipient agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200, *et seq*.

50.0 FINANCIAL MANAGEMENT

50.1 The Subrecipient agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

50.2 The Subrecipient shall comply with accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations.

50.3 The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disposed of in a manner specified by the County in accordance with applicable state and federal regulations.

50.4 The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accord with generally accepted accounting principles.

51.0 RETENTION OF RECORDS

51.1 This provision applies to all financial and programmatic records, supporting documents, statistical records, and other records of the Subrecipient that are related to this Agreement.

51.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state

auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

52.0 ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, then the Subrecipient shall reimburse the County for the services not supported and documented.

53.0 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

53.1 By entering into the Agreement, the Subrecipient warrants compliance with the Federal Immigration and Nationality Act (FINA using E-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Subrecipient shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to Maricopa County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Agreement and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

53.2 The County retains the legal right to inspect Subrecipient and subcontractor employee documents performing work under this Agreement to verify compliance with paragraph 50.1 of this Section. Subrecipient and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Subrecipient or any of its subcontractors are not in compliance, the County will consider this a material breach of the Subrecipient and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient.

54.0 DRUG FREE WORKPLACE ACT

The Subrecipient agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that subrecipients and grantees of federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

55.0 EMPLOYMENT DISCLAIMER

55.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

55.2 The Parties agree that no individual performing under this Agreement on behalf of the Subrecipient is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The Subrecipient shall have total responsibility for all salaries, wages,

bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

55.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and that no rights of the Subrecipient civil service, the Subrecipient retirement, or the Subrecipient personnel rules shall accrue to or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Subrecipient with respect thereto.

56.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

56.1 The Subrecipient, by signing this Agreement, represents that he/she has the authority to bind the Contractor to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

56.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency or any state, or local jurisdiction;

56.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

56.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 54.1.2 above; and

56.1.4 Have not, within a three-year period preceding this Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

56.2 The Subrecipient agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

57.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

57.1 The Subrecipient agree that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on the Subrecipient employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

57.2 The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under

41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the Subrecipient, and copies provided to County upon request; and

57.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 55.0, in all subcontracts over the simplified acquisition threshold ($250,000 as of June 2021).

58.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, then the Subrecipient certifies it is not currently engaged in and agrees for the duration of this Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

59.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

60.0 FORCE MAJEURE

60.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

60.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

60.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

61.0 SYSTEM FOR AWARD MANAGEMENT

The Subrecipient shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files. The Subrecipient must remain current with their registration throughout the term of the Agreement. Subrecipients and subcontractors will not receive a subaward until that entity has provided its UEI number. 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

62.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

62.1 The Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:

62.1.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

62.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

62.1.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

62.2 If the Subrecipient becomes aware during the term of the Agreement that the Subrecipient is not in compliance with this paragraph, the Subrecipient shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Subrecipient to provide a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

63.0 PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

SECTION 2

SPECIAL PROVISIONS

1.0 STANDARDS

The Subrecipient shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Department whenever the Subrecipient is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The Subrecipient acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in, this Agreement may subject the Subrecipient to the remedies provided in Section 1 (General Provisions), Paragraph 21.0, (Default and Remedies for Noncompliance).

2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS

2.1 This Agreement and the Parties to it, are subject to all applicable federal, state, or local laws, rules, and regulations. The Subrecipient shall ensure compliance, and the Subrecipient shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement.

2.2 The Subrecipient shall comply with requirements of the Housing and Urban Development Equal Access Rule at 24 C.F.R. Part 5, Final Rule 5863, to ensure equal access to housing and services regardless of gender identity.

2.3 The Subrecipient shall comply with federal, state, and County requirements as they relate to the general federal grant requirements.

2.4 The Subrecipient shall ensure compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, incorporated herein by reference.

3.0 PROGRAM INCOME

3.1 All income received from project activities funded by this Agreement shall be considered program income and subject to the requirements set forth in HUD Program regulations per 24 CFR 570.504 (b)(2)(i), (ii) and (iii) and 570.504 (c). Program Income includes, but is not limited to:

3.1.1 sales/lease returns on investment; and

3.1.2 payments of principal and interest on loans.

3.2 Program Income received by the Subrecipient shall be tracked and returned to the County as follows:

3.1.3 program income shall be tracked by the Subrecipient and accounted for in a separate fund or account;

3.1.4 documentation supporting the amount of program income received shall be submitted quarterly with the quarterly progress report; and

3.1.5 all program income shall be submitted at the end of each fiscal year, June 30th with a program income log that states program income received during the year.

3.2 Program income that is received after at the end of this Agreement shall be sent to the County in accordance with 24 C.F.R. § 92.503 within 30 days of receipt.

4.0 AUDIT REQUIREMENTS

4.1 In accordance with A.R.S. § 9-481, the Subrecipient shall, at its own expense, file with the County by March 31st of each Agreement year, either:

4.1.1 Audited financial statements prepared in accordance with federal single audit requirements; or

4.1.2 Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant; or

4.1.3 A Comprehensive Annual Financial Report, prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

5.0 ACCEPTANCE OF FUNDS

Subrecipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to the County within thirty (30) calendar days after receipt, unless Subrecipient receives a written waiver of this requirement by the County.

6.0 ADMINISTRATIVE REQUIREMENTS

6.1 Accounting Standards - The Subrecipient agrees to comply and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

6.2 Procurement - All procurement completed under this Agreement shall comply with the requirements at 2 C.F.R. Part 200, Subpart D, Procurement Standards. The Subrecipient may utilize their own procurement system that meets or exceeds the requirements in 2 C.F.R. 200 Subpart D. The Subrecipient shall maintain an accessible policy adopting 2 C.F.R. 200 Subpart D or a written procurement manual.

6.3 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County may specify in writing the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or compliance with the alternative terms be accomplished any later than sixty (60) calendar days following the written determination of noncompliance by the County.

6.4 Documentation and Record Keeping - The Subrecipient shall comply with the following record keeping requirements:

6.4.1 Records to be maintained - The Subrecipient shall maintain all records required by the federal regulations specified in 24 C.F.R. Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

6.4.1.1 Records providing a full description of each activity undertaken;

6.4.1.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, including HUD required revisions that may be released after this Agreement has been executed;

6.4.1.3 Records required for determining the eligibility of activities;

6.4.1.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance (Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 C.F.R. Part 570.505, as applicable);

6.4.1.5 Records that demonstrate citizen participation;

6.4.1.6 Records that demonstrate compliance regarding acquisitions, displacement, relocation, and replacement housing;

6.4.1.7 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

6.4.1.8 Financial records as required by 24 C.F.R. Part 570.502, 2 C.F.R. § 200, and OMB Circulars;

6.4.1.9 Other records necessary to document compliance with Subpart K of 24 C.F.R. § 570;

6.4.1.10 Records documenting compliance with Section 3 of the Housing Development Act of 1968; and

6.4.1.11 Records documenting all procurement decisions and processes, including but not limited to quotes, bids, proposals, and bidder lists.

6.4.2 Public Facilities - Records that demonstrate continuing ownership and eligible use of facility according to CDBG regulations.

6.4.3 Outcome Measures – The Subrecipient shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.

6.4.4 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.

6.4.5 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

6.4.6 Beneficiary Data - The Subrecipient shall maintain the following Beneficiary data:

6.4.6.1 Quarterly progress reports and Accomplishment Data. Such data shall include, but not be limited to, total number of beneficiaries, total Project labor hours and total number of Section 3 Project hours as described in Section 3 of the Work Statement, paragraph 2.0 Scope of Work in the Agreement.

6.4.7 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

6.4.8 Audits and Inspections - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, their designees, or the federal government, at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the Subrecipient within 45 calendar days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments.

6.4.9 The Subrecipient hereby agrees to have an Annual Audit conducted in accordance with Maricopa County Human Services' Admin Manual –

Community Development. The Annual Audit requirement is applicable regardless of the amount of funding received by Subrecipients via this Agreement.

6.4.10 Continuing Use Requirements - If the activity is in a public facility, the Subrecipient shall provide the County, on an annual basis, a Certificate of Use Statement certifying that the facility is being used to meet a national objective and eligible activity.

6.5 Performance Monitoring - The County shall monitor the Subrecipient to determine if CDBG -funded activities are implemented and administered in accordance with this Agreement and all applicable federal requirements per 24 CFR 570 subpart K, and to gauge performance of the Subrecipient against goals and performance standards required in this Agreement. The Subrecipient will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring. Failure of Subrecipient to administer, implement and perform as determined by federal regulations and County policies shall constitute non-compliance with this Agreement and is subject to the Default and Remedies for Noncompliance provided in this Agreement.

6.6 Subcontracts

6.6.1 Approvals - The Subrecipient shall not commit to any pre-contract costs or enter into any Subcontract(s) with any agency or individual in the performance of this Agreement without the Notice to Proceed from the County. Execution of construction Subcontracts may not occur until a letter stating the Subrecipient is not on the debarred list is received from the County.

6.6.2 UEI Number: All Subcontractors shall have a valid UEI number and an active profile in the federal System for Award Management (SAM). Subcontractors will not receive a subaward until that entity has provided its UEI number. 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

6.6.3 Selection Process - The Subrecipient shall insure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all Subcontracts shall be forwarded to the County along with documentation, if requested, concerning the selection process.

6.6.4 Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701) - The Subrecipient shall include the “Section 3" clause in all Subcontracts and The Subrecipient shall take appropriate action should a Subcontractor be in violation of any HUD or County regulations. The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 75 Subpart C.

6.6.5 Agreement Monitoring - The Subrecipient shall monitor/review all Subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in the Progress Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

6.6.6 Noncompliance by Subcontractor(s) may lead to default of this Agreement and subject the Subrecipient to the Default and Remedies for Noncompliance provisions of this Agreement.

7.0 POLICY/ADMINISTRATIVE MANUALS USE

By executing this Agreement, the Subrecipient acknowledges receipt of and agrees to be familiar with and comply with the policies/procedures established in the most recent Administrative Manual, dated September 20, 2017, as may be revised.

8.0 ENVIRONMENTAL CONDITIONS

8.1 Notwithstanding any provision of this Agreement, the Parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 C.F.R. Part §58. The Parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

8.2 The Subrecipient agrees to comply with: The National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 C.F.R. Parts 1500 - 1508, Environmental Review Procedures for Title I of the Community Development Block Grant program pursuant thereto Title 24 C.F.R. Part 58, Subpart A; and with all conditions required in the process of the environmental assessment. An Environmental Review Record (ERR) shall be completed before taking any physical action on a site or entering into Agreements. If federal funds are involved in an activity, then neither federal nor non-federal funds may be expended or committed by Agreement (conditional or not) for activities related to this project including design work, until the County provides written authorization based on approval of an ERR.

8.3 Air and Water - The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

8.3.1 Clean Air Act, 42 USC § 7401, et seq., as amended.

8.3.2 Federal Water Pollution Control Act, as amended, 33 USC § 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.

8.3.3 Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.

8.3.4 The Subrecipient agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.

8.4 Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. (In the case of housing, the homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.)

8.5 Historic Preservation - The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older, or that are listed or eligible for the National Register of Historic places or

places included on any state or local historic property inventory or any archaeological findings.

8.6 Notice to Proceed (NTP) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and NTP shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Notice to Proceed has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

9.0 TIMELY IMPLEMENTATION

The Subrecipient agrees that timely implementation of the activity is essential. Subrecipient agrees that implementation of activities including design/development or construction (or both) shall commence not later than 90 calendar days after the execution of this Agreement. If the 90-day commencement date is not met, or whenever a Subrecipient's implementation of an activity lags the contractual activity schedule by 90 calendar days or more, the Subrecipient shall be required to submit to the Assistant Director or their designee a written statement to CDAC describing the reasons for failure to implement the activity within the stipulated time frame. The Subrecipient shall allow the County to provide technical assistance if the project is more than 90 calendar days behind schedule. In addition, the Subrecipient must present a corrective action plan that ensures timely implementation, as provided for in the Administrative Manual. Failure to implement the activity in a timely manner shall be considered ineffective use of funds as well as a material failure to comply with all terms of the award of this Agreement and shall be considered cause for termination of this Agreement.

10.0 ACTIVITY COMPLETION

Upon the final payment to the Subrecipient by the County, the activity shall be considered complete. Upon completion of the Work Statement, all unspent CDBG resources shall be returned to the CDBG unprogrammed funds account. The Subrecipient shall continue to be responsible for compliance activities for the life of the assisted activity. The close-out letter generated by the County shall detail these responsibilities and shall be sent to the Subrecipient. The Subrecipient agrees to comply with the stipulations in the close-out letter that addresses responsibilities after the close of an activity.

11.0 REVERSION OF ASSETS

Unexpended funds must be de-obligated and returned to the County for reallocation. At the expiration of this Agreement, the County, upon recommendation of the Maricopa HOME Consortium staff, may reallocate any unencumbered funds per the Consortium reallocation policy, as stated in the Maricopa HOME Consortium Intergovernmental Three-year Cooperative Agreement. A written letter to de-obligate funds will be sent to the Subrecipient from the County a minimum of ninety (90) calendar days prior to termination of this Agreement.

12.0 VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013

The Subrecipient must comply with VAWA 2013, which applies to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistent with all nondiscrimination and fair housing requirements. The subrecipient must give a Notice of Occupancy Rights to

tenants and applicants to ensure they are aware of their rights under VAWA, maintain an emergency transfer plan, and document incidents of domestic violence, dating violence, sexual assault, and stalking.

13.0 BUY AMERICA PREFERENCE

The Subrecipient agrees that iron and steel products, manufactured products, and construction materials used in this project comply with the Build America, Buy America (BABA) Act requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 177-58.

14.0 ADDITIONAL CERTIFICATIONS AND WARRANTIES

14.1 The Subrecipient agrees that it undertakes hereby the same obligations as the County has undertaken to HUD pursuant to the Annual Action Plan and Certifications, with respect to this Agreement. The Subrecipient shall hold County harmless and indemnify it against any damage or other liability which County may incur with respect to HUD as a result of any failure on the part of Subrecipient to comply with the requirements of any such obligation. The Subrecipient shall be obligated to the requirements of this Agreement including the subparagraphs of this paragraph 14.1 and Section 5 Attachments, which include 1) Equal Employment Opportunity Certification (Attachment 1), 2) Certification for a Drug-Free Workplace (Attachment 2), 3) Certification of Payments to Influence Federal Transactions (Attachment 3), and 4) Program Specific CDBG Certifications (Attachment 4).

14.1.1 The Housing and Community Development Act of 1974 (P.L. 93-383) as amended by the Housing and Urban Rural Recovery Act of 1983 (P.L. 98-181), the Housing and Community Development Act of 1987 and the Cranston-Gonzalez National Affordable Housing Act (P.L. 101-625);

14.1.2 Regulations of the Department of Housing and Urban Development relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulations (C.F.R.), commencing at Section 570.1);

14.1.3 Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended; Section 104 and 109 of the Title I of the Housing and Community Development Act of 1974 as amended; EXECUTIVE ORDER 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; and any HUD regulations heretofore issued or to be issued to implement these authorities related to Civil Rights; the requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and regulations in 2 C.F.R. § 200.321 and of Section 281 of the National Housing Affordability Act;

14.1.4 Section 504 of the Rehabilitation Act of 1973 as amended and the Americans With Disabilities Act, of 1990;

14.1.5 Fair Housing Amendments Act of 1988;

14.1.6 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and the Uniform Relocation Act Amendments of 1987 (Title IV, P.L. 100-17, April 2, 1987, and regulations adopted to implement that Act pursuant thereto Title 24, C.F.R. Part 42 as amended;

14.1.7 The Architectural Barriers Act of 1969 (42 U.S.C. Section 4151-4157); The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.);

14.1.8 Section 902 of the Housing and Community Development Amendments of 1978 (P.L. 95-557);

14.1.9 Executive Order 11246 of September 24, 1966, and the regulations issued pursuant thereto (41 C.F.R. Chapter 60), 24 CFR 570.607, as revised by Executive Order 13279, and the applicable non-discrimination provisions in Section 109 of the HCDA are still applicable relating to nondiscrimination in employment and contracting opportunities;

14.1.10 The Labor Standards Regulations set forth in 24 C.F.R., Part 570.603; the Davis-Bacon Act as amended; the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq); the Copeland "Anti-Kickback" Act (18 U.S.C. 874, et seq; 40 U.S.C. § 276a-276a-5; 40 USC § 327 and 40 USC § 276c; and implementing regulations of the U.S. Department of Labor at 29 C.F.R. 5) and all other applicable Federal, state and local laws and regulations pertaining to labor standards. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request;

14.1.11 Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act; and

14.1.12 The Drug-Free Workplace Act of 1988 as it applies to this activity.

14.2 The Subrecipient shall warrant and cause its Subcontractors to warrant that they are in compliance with immigration laws and regulations at A.R.S. §§ 41-4401 and 23-214.

14.3 Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of

14.3.1 2 C.F.R. § 225, "Cost Principles for State, Local and Indian Tribal Governments," and

14.3.2 2 C.F.R. § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits. Subrecipients that are non-profits shall comply with the requirements and standards of:

14.3.2.1 2 C.F.R. Part 230, "Cost Principles for Nonprofit Organizations," or 2 C.F.R. 220, "Cost Principles for Educational Institutions," as applicable,

14.3.2.2 OMB Circular A-134, "Financial Accounting Principles and Standards," and

14.3.2.3 2 C.F.R. § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits. Audits shall be conducted annually.

14.3.3 It is the responsibility of the Subrecipient to ensure the latest documents are consulted and followed.

14.3.4 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings are hereby expressly cancelled.

14.3.5 The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 3

WORK STATEMENT

1.0 SPECIAL FEDERAL AND PROJECT PROVISIONS

1.1. Program Activity: The Subrecipient agrees to implement the activity fully as described in:

1.1.1. This Work Statement in accordance with the terms of the 2020-2025 Five-Year Consolidated Plan,

1.1.2. The 2023-24 Action Plan submitted by the County to HUD for funds to carry out the activity,

1.1.3. The Subrecipient's application for funding, as approved by the Board of Supervisors,

1.1.4. The Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with

1.1.5. Any Cooperation Agreements between the Subrecipient and the County (as applicable).

2.0 SCOPE OF WORK

2.1 Project Description: The Subrecipient will complete improvements including asphalt paving, sidewalk installation, landscaping, utility adjustments, lighting and installation of a 12" HDPE storm drain system; asphalt at alleyways will be 12' wide and 10th Street will be 20' wide. Installed sidewalk will be 8' and provide a connection to the surrounding public facilities.

2.2 Project Purpose: The improvements will reduce dust emissions and sediment loading onto alleyways, roads, and stormwater retention basins. Maintenance costs will be reduced because of the improvements. As a result, Subrecipient resources can be dedicated on other areas of need. Area aesthetics, vehicular, and pedestrian safety will be enhanced since 10th Street and related alleyways are used for refuse pick up and local high school traffic.

2.3 Project Beneficiaries: The improvements will directly affect approximately 10 single-family households within the immediate area as well as local downtown residents and school age children that frequent the Recreation Center, Pool, Park and Museum. Block Group 1, Census Tract 507.02 is identified as 60.29% LMI per HUD. Block Group 1 has 1,230 LMI persons.

2.4 Project Staff: The Subrecipient shall maintain staff qualified to perform the duties of the project. The Subrecipient shall immediately notify the County regarding any changes in staff committed to the CDBG project. The County reserves the right to review the qualifications of new staff committed to the CDBG project after the execution of this Agreement.

2.5 Subcontractors: The Subrecipient shall select Subcontractors in accordance with Administrative Requirement of this Agreement. The Subrecipient shall contract with responsible and qualified Subcontractors to perform the duties of the project. The Subrecipient shall verify the qualifications of each Subcontractor through license verification, references, and SAM.gov. Subrecipients and subcontractors will not receive a subaward until that entity has provided its Unique Entity Identifier (UEI) number.

3.0 IMPLEMENTATION SCHEDULE

Activity	Duration	Start	End
Engineering & Contract Documents	122 Days	July 1, 2024	October 31, 2024
Bidding and Contract Approval	60 Days	November 1, 2024	December 31, 2024
Construction	120 Days	January 1, 2025	April 30, 2024
Closeout	60 Days	May 1, 2025	June 30, 2025

4.0 NOTICES

For Maricopa County Human Services Department:
Jamie Macfarlane
Assistant Director, Housing and Community Development Division
602-506-5813
jamie.macfarlane@maricopa.gov
234 N. Central Avenue, 3rd Floor
Phoenix, Arizona 85004

For the City of Buckeye/Subrecipient:
Andrea Marquez
Senior Planner Special Projects
623-349-6220
amarquez@buckeyeaz.gov
530 E Monroe Ave
Buckeye, Arizona 85326

Unless otherwise noted, all notices to a Party required or permitted under this Agreement shall be in writing to the persons at the addresses listed above.

4.1 The Subrecipient is required to notify the County, in writing, within fifteen (15) calendar days, after any changes in the following occur:

4.2 Subrecipient or Agency authorized signatory;

4.2.1 Subrecipient or Agency address, phone, fax, or email addresses.

4.2.2 Person to whom Agreement notices should be sent.

4.2.3 Key Personnel as assigned to the activities in Section 3 (Work Statement).

5.0 BUDGET

5.1

Activity	Budget	Program Year	Fiscal Year
Engineering, Construction, Management, and Closeout	**$605,413.00**	**PY2024**	**FY2025**
Total	**$605,413.00**		

5.2 The County shall provide an amount not-to-exceed Six Hundred Five Thousand Four Hundred Thirteen and Zero Cents ($**605,413.00**) subject to the terms of this Agreement and availability of funds. Funding is provided under ALN 14.218 U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds for Program Year 2024. This Agreement amount constitutes the County's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

SECTION 4

COMPENSATION

1.0 COMPENSATION

1.1 The County shall provide financial assistance in an amount not to exceed the amount listed on page 1 of this Agreement and subject to the terms of this Agreement and availability of funds.

1.2 The County shall reimburse the Subrecipient on a net "0" payments standard.

2.0 METHOD OF PAYMENT

2.1 The Subrecipient agrees to submit monthly reimbursement requests to County unless monthly expenditures for the activity do not exceed One Thousand Dollars ($1,000.00). County agrees to reimburse Subrecipient for actual allowable costs incurred, upon certification of Release of Funds and submittal by Subrecipient of an itemized statement of actual expenditures incurred, supported by back up documentation such as:

2.1.1 invoices and copies of checks showing payment of invoices and/or

2.1.2 timesheets showing hours worked on eligible activities.

2.2 The Subrecipient shall submit to the County a Request for Reimbursement of all expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1st through June 30th, and all Requests for Reimbursement shall be submitted no later than July 30th for the preceding fiscal year.

2.3 All requests for reimbursement shall be submitted to: HSDFINANCE@MARICOPA.GOV.

2.4 Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the activity or any portion thereof.

2.5 Funds not expended in implementing this CDBG activity or upon completion of the Work Statement activity shall be returned to the CDBG unprogrammed funds account as provided by the Administrative Manual. Request for reimbursement must be made using the Request for Reimbursement form provided by the County.

2.6 The Subrecipient shall comply with all requirements under 2 C.F.R. 200.415, incorporated herein by reference

2.7 The County shall reimburse the Subrecipient on a net zero (0) payments standard

3.0 TIMELINESS

The Subrecipient will submit Requests for Reimbursements to the County at least quarterly, provided Subrecipient has expended at least $1,000.

4.0 DISALLOWED COSTS

4.1 The cost principles set forth in 2 C.F.R. 200 as applicable, and the Code of Federal Regulations, 48 C.F.R., Chapter 1, Subchapter e, Part 31 including later amendments and editions on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Agreement provisions that provide for the reimbursement of costs. Those costs that are specifically defined as unallowable in 48 C.F.R., Chapter 1, Subchapter e, Part 31 therein will not be submitted for reimbursement by the Subrecipient and may not be reimbursed with County funds.

4.2 The Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200.

5.0 FINAL REIMBURSEMENT UPON CONTRACT TERMINATION

5.1 Upon termination of this Agreement, at the date identified on page 1 of this Agreement, or as may be amended, the Subrecipient shall submit the final reimbursement request.

5.1.1 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.

5.1.2 If the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10.

5.1.3 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the final reimbursement request.

SECTION 5

ATTACHMENTS

ATTACHMENT 1

Equal Employment Opportunity Certification

Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs

OMB Control No. 2502-0029
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this 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, 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, 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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

form HUD-92010 (3/2006)
VA form 26-421

ATTACHMENT 2

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature X	Date

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

ATTACHMENT 3

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Applicant Name

Program/Activity Receiving Federal Grant Funding

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 an 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 an 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification 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 certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official | Title

Signature | Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (01/14)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

ATTACHMENT 4
Specific CDBG Certifications [AS SAMPLE]

The Subrecipient certifies that:

Citizen Participation -- It is in full compliance and following a detailed Citizen Participation Plan that satisfies the requirements of 24 C.F.R. § 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing and expand economic opportunities primarily for persons of low- and moderate-income. (See 24 C.F.R. Parts 91 and 570.)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Annual Action Plan may also include activities that the Subrecipient certifies are designed to meet other community development needs having an urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. The aggregate use of CDBG funds including Section 108 (See 24 C.F.R. Part 570, Subpart M) guaranteed loans during program year(s) 2021, 2022, and 2023 (a period specified by the Subrecipient consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low- and moderate-income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period; and
3. Special Assessments. It shall not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction shall not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a

source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant shall be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Fair Housing Act (42 U.S.C. §§ 3601-3619) and implementing regulations.

Lead-Based Paint -- Its notification, inspection, testing, interim controls, and abatement procedures concerning lead-based paint shall comply with the requirements of 24 C.F.R. §570.608.

Compliance with Laws -- It shall comply with applicable laws.

Signature/Authorized City Official	Date
Printed/Typed Name	Title
Subrecipient Name	

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.M. DS - Verrado Way and Market Street - Map of Dedication - PLZV-24-0005
DATE PREPARED: 09/12/24	**DISTRICT NO.:** 6
STAFF LIAISON: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a Map of Dedication (MOD) for a section of Verrado Way, Market Street and McDowell Road from Interstate 10 to McDowell Road within the Verrado Marketside District.

SUMMARY

PROJECT DESCRIPTION:
The applicant is requesting a Map of Dedication (MOD) to dedicate additional right-of-way along a section of Verrado Way from Interstate 10 to McDowell Road within the Verrado Marketside District. This dedication will result in additional right-of-way for Verrado Way, Market Street, and McDowell Road. The MOD will create driveway access points for northbound traffic along Verrado Way. This MOD is requested by Dave Nilsen of DMB White Tank, LLC.

BENEFITS:
This MOD will complete the final required property dedications for the street section for this part of Verrado Way. It also creates access for the Verrado Marketside East commercial/mixed-uses.

FINANCIAL IMPACT STATEMENT:
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
PLZV-24-0005 Vicinity Map.pdf
PLZV-24-0005 VERRADO WAY AND MARKET STREET - Narrative.pdf
PLZV-24-0005 VERRADO WAY AND MARKET STREET - MOD.pdf

Verrado Way
McDowell Road
Verrado Marketside
Market Street
Verrado Marketside East (Vestar)
Banner Site
Interstate 10

1R PLZV-24-0005 RECEIVED JUN 04 2024 WD

Verrado

Verrado Way & Market Street

Map of Dedication

Narrative

05/14/2024

The following map of dedication (MOD) is for the section of Verrado Way from McDowell Road on the north to the Arizona Department of Transportation (ADOT) interchange on the south within Verrado's mixed-use commercial district. The proposal includes the dedication of the various future driveways into the main mixed-use property located at the northeast corner of Verrado Way and I-10. This right-of-way dedication ("MOD") will allow for the completion of the required right-of-way requirements for east side of Verrado Way at Verrado's Marketside District, which encompasses the majority of the southern end of the Verrado master planned community.

Verrado Way's current right-of-way street section along this portion of the master planned communities main entrance allows for the appropriate through travel lanes. The proposed MOD allows for the finality of remainder of the roadway along its eastern edge. With a site plan proposal in for this property, the proposed MOD will allow for appropriately spaced driveways along the northbound side of the roadway. The MOD includes the correct driveway dimensions for the roadway portion and certain tracts.

The MOD creates the final required street section for this portion of Verrado Way. The proposal is consistent with Verrado's Master Circulation Plan(s) and traffic impact report updates. The proposed improvements planned within the MOD will allow the current and planned growth within Verrado

Camelback Esplanade II, Seventh Floor
2525 East Camelback Road
Phoenix, Arizona 85016-4229
602.255.6000 Phone
602.255.0103 Fax

and the Marketside East commercial mixed-use area to safely create roadway connections to adjacent developments along Verrado Way.

VERRADO

BUCKEYE, ARIZONA

VERRADO WAY AND MARKET STREET

MAP OF DEDICATION

A REPLAT AND ABANDONMENT OF RIGHTS OF WAY AS SHOWN ON MAP OF DEDICATION FOR VERRADO WAY AND MCDOWELL ROAD RECORDED IN BOOK 1232 OF MAPS, PAGE 33, MAP OF DEDICATION FOR VERRADO WAY ENTRY TO MARKET STREET RECORDED IN BOOK 1099 OF MAPS, PAGE 11, MAP OF DEDICATION FOR MARKET STREET PHASE 1 RECORDED IN BOOK 1118 OF MAPS, PAGE 22, TRACTS AC, BC & CC OF THE MINOR SUBDIVISION FOR VERRADO MARKETSIDE COMMERCIAL-PARCEL E, AS RECORDED IN BOOK 1518 OF MAPS, PAGE 44, THE MINOR SUBDIVISION FOR VERRADO MARKETSIDE EAST, AS RECORDED IN BOOK 1793 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 3 WEST, AND THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

KNOW ALL MEN BY THESE PRESENTS:
THAT DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. B176 ("TRUSTEE"), BANNER HEALTH, AN ARIZONA NON-PROFIT CORPORATION, EACH AS OWNERS OF TRACTS AC, BC & CC OF THE MINOR SUBDIVISION FOR VERRADO MARKETSIDE COMMERCIAL-PARCEL E, AS RECORDED IN BOOK 1518 OF MAPS, PAGE 44, LOT 1 OF THE MINOR SUBDIVISION FOR VERRADO MARKETSIDE EAST, AS RECORDED IN BOOK 1793 OF MAPS, PAGE 40, TRACT A1 OF THE MAP OF DEDICATION FOR MARKET STREET PHASE 1, AS RECORDED IN BOOK 1118 OF MAPS, PAGE 22, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 3 WEST, AND THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. AS SHOWN HEREON, HEREBY PUBLISH THIS MAP OF DEDICATION OF "VERRADO WAY AND MARKET STREET", AND HEREBY DECLARE THAT THIS MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREETS, TRACTS, AND EASEMENTS CONSTITUTING SAME AND THAT THE STREETS, TRACTS AND EASEMENTS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID MAP OF DEDICATION AND THAT OWNERS, HEREBY DEDICATE TO THE PUBLIC FOR USE AS SUCH THE PUBLIC STREETS AND PUBLIC EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

THE TERMS AND CONDITIONS OF THE FOREGOING DEDICATION OF PUBLIC STREETS ARE HEREBY MADE SUBJECT TO THE PROVISIONS OF THAT CERTAIN DEDICATION, EASEMENT AND MAINTENANCE AGREEMENT (VERRADO) RECORDED AS DOCUMENT NO. 2013-0590799 M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME (THE "DEMA") INCLUDING THE TERMS AND CONDITIONS OF CERTAIN EASEMENTS AND RIGHTS RESERVED FROM SUCH DEDICATION, THE TERMS AND CONDITIONS OF THE FOREGOING DEDICATION OF PUBLIC STREETS ARE HEREBY MADE SUBJECT TO THE PROVISIONS OF THE DEMA RELATIVE TO "RIGHT-OF-WAY' OR "R.O.W." AND SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO AS ARE SPECIFICALLY SET FORTH IN SECTION 1.1 OF THE DEMA, THE DEMA IS INCORPORATED HEREIN AS SET FORTH IN ITS ENTIRETY. IT IS INTENDED THAT THIS PLAT AND THE DEMA BE READ TOGETHER TO THE EXTENT OF ALL APPLICABLE PROVISIONS OF THE DEMA.

THE EXECUTION OF THIS PLAT ABANDONS PORTIONS OF THE PUBLIC RIGHTS OF WAY AS RECORDED IN BOOK 1232 OF MAPS, PAGE 33, BOOK 1793 OF MAPS, PAGE 40, BOOK 1518 OF MAPS, PAGE 44, AND BOOK 1118 OF MAPS, PAGE 22, RECORDS OF MARICOPA COUNTY, ARIZONA AS SHOW ON SHEET 2 OF THIS MAP OF DEDICATION.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO THE CITY OF BUCKEYE. FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "LSWE", OR "LANDSCAPE/SIDEWALK EASEMENT" OVER, UNDER, UPON AND ACROSS TRACTS A THROUGH F, AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.6 OF THE DEMA, AS IF SAID TRACTS WERE LABELED A "LANDSCAPE/SIDEWALK EASEMENTS" DESCRIBED IN SECTION 2.6 AND SAID EASEMENTS WERE CREATED UNDER THE DEMA.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "VTE", OR "VISIBILITY TRIANGLE EASEMENT" OVER, UPON AND ACROSS TRACT C, AND ALL AREAS DESIGNATED HEREON AS "VISIBILITY TRIANGLE EASEMENT" AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.7 OF THE DEMA. AS IF THE VISIBILITY TRIANGLE EASEMENTS DESCRIBED IN AND SAID EASEMENT WAS CREATED UNDER THE DEMA.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "SVE", OR "SIGHT VISIBILITY EASEMENT" OVER, UPON AND ACROSS TRACT C, AND ALL AREAS DESIGNATED HEREON AS "SIGHT VISIBILITY EASEMENT" AND EACH SUCH EASEMENT AREA SHALL BE UTILIZED ONLY FOR THE PURPOSES, AND SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.8 OF THE DEMA. AS IF THE SIGHT VISIBILITY EASEMENTS WERE CREATED UNDER THE DEMA.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "SDE", OR "STORM DRAIN EASEMENT" OVER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "STORM DRAIN EASEMENT" AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.10 OF THE DEMA. AS IF SAID STORM DRAIN EASEMENT WAS LABELED A STORM DRAIN EASEMENT DESCRIBED IN AND SAID EASEMENT WAS CREATED UNDER THE DEMA.

OWNERS, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, HEREBY GRANT TO EPCOR WATER ARIZONA INC., AN ARIZONA CORPORATION, A SEPARATE PERPETUAL WATER EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "WE", OR WATER EASEMENT, AS IF SAID AREAS WERE EASEMENT PREMISES THEREUNDER.

IN WITNESS HEREOF:
DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED OFFICER.

DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: DMB ASSOCIATES, INC., AN ARIZONA CORPORATION, ITS MANAGER

BY: _____

ITS: _____

IN WITNESS HEREOF:
FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY BUT SOLELY AS TRUSTEE OF ITS TRUST NO. B176, AS OWNER OF THE LAND DESCRIBED HEREIN, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED OFFICER. THE NAMES AND ADDRESSES OF THE BENEFICIARIES OF FIDELTY NATIONAL TITLE INSURANCE COMPANY TRUST NO. B176 ARE SET FORTH IN THE INSTRUMENT RECORDED AS INSTRUMENT NO. 2002-0281359 M.C.R.

BY: _____

ITS: _____

IN WITNESS HEREOF:
BANNER HEALTH, AN ARIZONA NON-PROFIT CORPORATION AS OWNER HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED OFFICER.

BY: _____

ITS: _____

BASIS OF BEARING

THE NORTH LINE OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 WEST, AS SHOWN IN THE MINOR SUBDIVISION PLAT OF VERRADO MARKETSIDE EAST, PARCEL H, IN BOOK 1579 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS.
SAID LINE BEARS NORTH 89 DEGREES 57 MINUTES 39 SECONDS EAST.

RATIFICATION AND APPROVAL

THE UNDERSIGNED DULY ELECTED _____, ON BEHALF OF THE BOARD OF DIRECTORS OF THE VERRADO COMMUNITY ASSOCIATION, INC. AN ARIZONA NONPROFIT CORPORATION, RATIFIES AND APPROVES THIS MAP AND APPROVES ALL DESIGNATIONS OF AREAS OF COMMON RESPONSIBILITY SET FORTH HEREIN.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__

BY _____ THE _____ OF VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, ON BEHALF OF THE NOT-FOR-PROFIT CORPORATION.

NOTARY PUBLIC — MY COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__

BY _____ THE _____ OF DMB ASSOCIATES, INC., AN ARIZONA CORPORATION, THE MANAGER OF DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF.

NOTARY PUBLIC — MY COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__

BY _____ THE _____ OF FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY IN ITS CAPACITY AS TRUSTEE UNDER ITS TRUST NO. B176, FOR AND ON BEHALF THEREOF.

NOTARY PUBLIC — MY COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__

BY _____ THE _____ OF BANNER HEALTH, AN ARIZONA NON-PROFIT CORPORATION, FOR AND ON BEHALF THEREOF.

NOTARY PUBLIC — MY COMMISSION EXPIRES

OWNER/DEVELOPER

DMB WHITE TANK, LLC
6263 N. SCOTTSDALE ROAD SUITE 330
SCOTTSDALE, AZ 85250
PH: (480) 367-7000
CONTACT: DAVE NILSEN
DNILSEN@DMBINC.COM

OWNER

FIDELITY NATIONAL TITLE INSURANCE COMPANY
TRUST B176
14000 NORTH PIMA ROAD, STE 100
SCOTTSDALE, ARIZONA 85260
PH: (480) 214-4523
CONTACT: BRENDA TUCSON
BRENDA.TUCSON@FNF@COM

OWNER

BANNER HEALTH
AN ARIZONA NON-PROFIT CORPORATION
2901 N. CENTRAL AVENUE, STE. 160
PHOENIX, AZ. 85012
CONTACT: DAVID BIXBY

SURVEYOR

RICK ENGINEERING
2401 W. PEORIA AVE., STE. 130
PHOENIX, AZ. 85029
PHONE: 602-957-3350
CONTACT: JARED HANSMANN, RLS
JHANSMANN@RICKENGINEERING.COM

NOTES

1. CONSTRUCTION WITHIN UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES SHALL BE LIMITED TO WOOD, WIRE, OR REMOVABLE SECTION – TYPE FENCING AND MUST BE IN CONFORMANCE WITH THE CHARTER.

2. ALL COMMON AREA TRACTS, IF ANY, AND TRACTS IDENTIFIED AS AREAS OF COMMON RESPONSIBILITY SHALL BE CONVEYED TO THE ASSOCIATION OR THE VERRADO ASSEMBLY, AN ARIZONA NONPROFIT CORPORATION, AND SHALL BE MAINTAINED AS AREAS OF COMMON RESPONSIBILITY BY THE ASSOCIATION AND SHALL NOT BE ACCEPTED FOR MAINTENANCE OR OWNERSHIP BY THE CITY.

3. THE LAND DESCRIBED IN THIS MAP OF DEDICATION IS SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING TO 'TELECOMMUNICATIONS RECORDED AS DOCUMENT NO. 2002-1008905, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME.

4. ALL CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED, BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT AT TIME OF CONSTRUCTION.

5. THE AREA DEPICTED ON THIS MAP OF DEDICATION IS LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT.

6. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.

7. ANY UTILITY LINES AND FACILITIES WITHIN TRACTS A, B, C, D, E AND F WILL HAVE EASEMENT WRITTEN BY SEPARATE INSTRUMENT WHEN UTILITY LINE LOCATIONS ARE DETERMINED.

REFERENCE DOCUMENTS

1. MAP OF DEDICATION RECORDED IN BOOK 1118 OF MAPS, PAGE 22, M.C.R.
2. MAP OF DEDICATION RECORDED IN BOOK 1002 OF MAPS, PAGE 20 M.C.R.
3. FINAL PLAT RECORDED IN BOOK 1156 OF MAPS, PAGE 40, M.C.R.
4. MAP OF DEDICATION RECORDED IN BOOK 1099 OF MAPS, PAGE 11, M.C.R.
5. MAP OF DEDICATION RECORDED IN BOOK 1232 OF MAPS, PAGE 33, M.C.R.
6. MINOR SUBDIVISION PLAT RECORDED IN BOOK 1793 OF MAPS PAGE 40, M.C.R.
7. MINOR SUBDIVISION PLAT RECORDED IN BOOK 1579 OF MAPS PAGE 50, M.C.R.
8. MINOR SUBDIVISION PLAT RECORDED IN BOOK 1518 OF MAPS PAGE 44, M.C.R.

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE 'X' BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2110L & 04013C2130L WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040037 & 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

CERTIFICATION

I, JARED HANSMANN OF RICK ENGINEERING, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP CONSISTING OF 3 SHEETS REPRESENTS A SURVEY PERFORMED BY RICK ENGINEERING DURING THE MONTH OF MAY 2024, THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

APPROVALS

I CERTIFY THAT THIS MAP OF DEDICATION SUBSTANTIALLY CONFORMS TO THE VERRADO (FORMERLY CATERPILLAR) COMMUNITY MASTER PLAN APPROVED BY THE CITY OF BUCKEYE AND INCORPORATED BY REFERENCE INTO THAT CERTAIN PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BUCKEYE AND DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY. RECORDED AS DOCUMENT NO. 99-1071208. M.C.R. (THE "CMP"), INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, AND ARE SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE SUBDIVIDED.

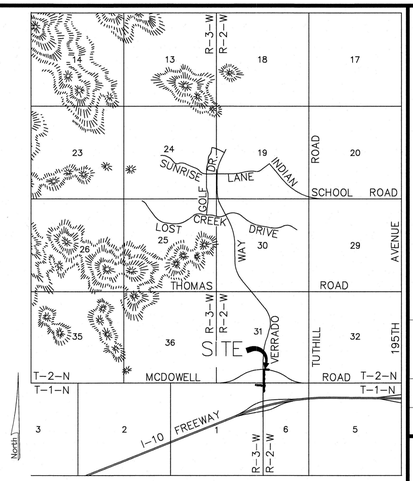
_____
DEVELOPMENT SERVICES DIRECTOR — DATE

I CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS OF THE CMP, INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, HAVE BEEN COMPLIED WITH.

_____
BUCKEYE CITY ENGINEER — DATE

BY: _____
MAYOR

ATTEST: _____
CITY CLERK



VICINITY MAP

N.T.S.

SHEET INDEX

SHEET 1 COVER
SHEET 2 MAP OF DEDICATION LINE WORK & DETAILS
SHEET 3 LINE & CURVE TABLES, TRACT USE TABLE

NO.	BY	DATE	REVISION

SURVEYOR: REGISTERED LAND SURVEYOR — CERTIFICATE NO. 60597 — JARED HANSMANN — Date Signed 8-27-24 — ARIZONA U.S.A. — EXP. 12-31-24

RICK ENGINEERING COMPANY
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver
2401 W. PEORIA AVE., SUITE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com

DRAWN BY: PJE — SCALE: N.T.S.
CHECKED BY: JAS — DATE: 8/27/24

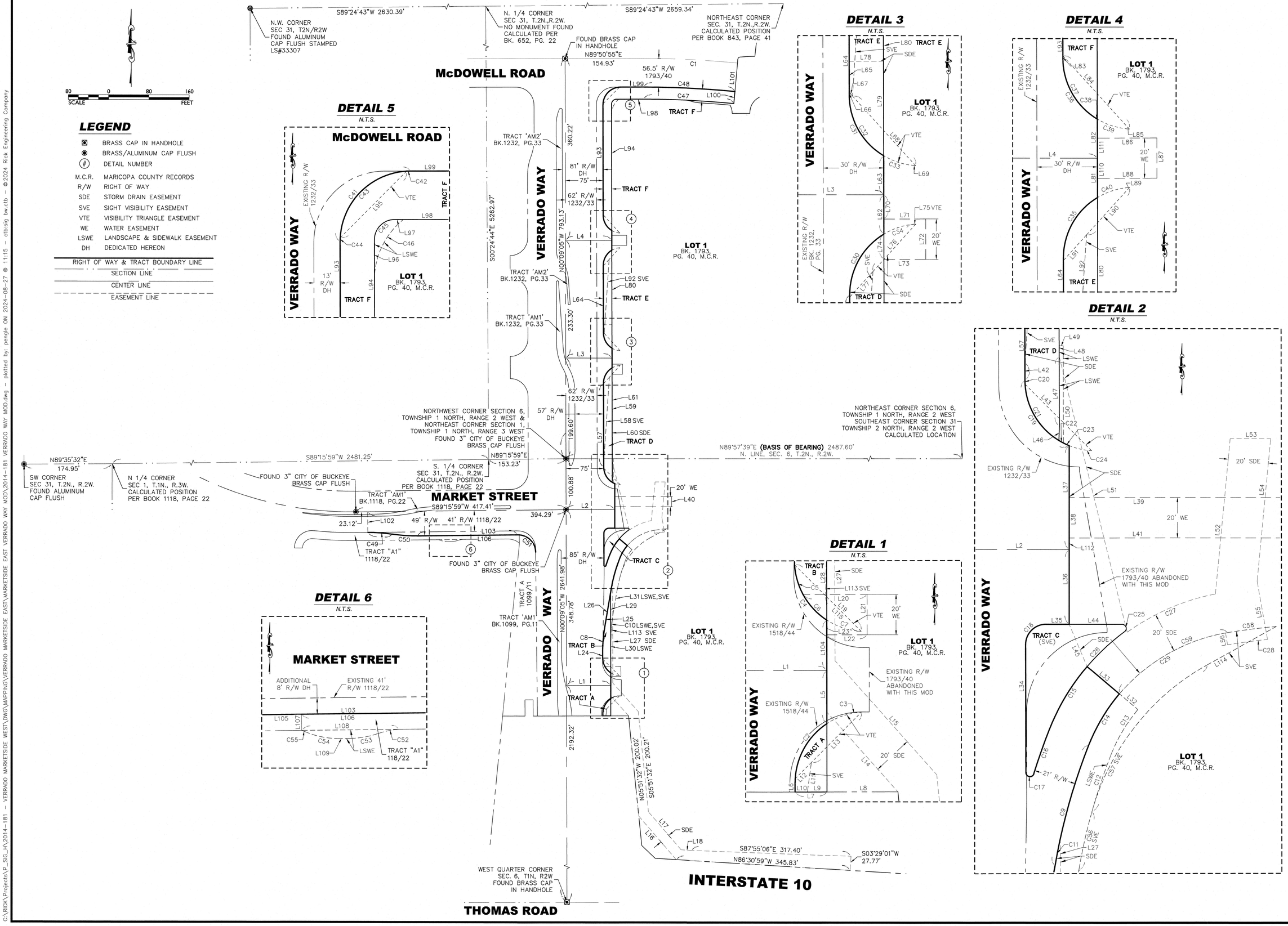
VERRADO™
"VERRADO WAY AND MARKET STREET"
MAP OF DEDICATION
BUCKEYE, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation — ARIZONA811 — Call 811 or click Arizona811.com

PROJECT NO. 2014-181
SHEET NO. 1 OF 3

PLZV # 1R PLZV-24-0005

C:\RICK\Projects\P_SIG_H\2014-181 - VERRADO MARKETSIDE WEST\DWG\MAPPING\VERRADO MARKETSIDE EAST\MARKETSIDE EAST VERRADO WAY MOD\2014-181 VERRADO WAY MOD.dwg - plotted by: pengle ON 2024-08-27 @ 11:37 - ctb:sig bw.ctb - ©2024 Rick Engineering Company



NO.	BY	DATE	REVISION

SURVEYOR: REGISTERED LAND SURVEYOR CERTIFICATE NO. 60697 JARED HANSMANN 8-27-24 DATE SIGNED ARIZONA U.S.A. EXP: 12-31-24

RICK ENGINEERING COMPANY
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver
2401 W. PEORIA AVE., SUITE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com

DRAWN BY: PJE
CHECKED BY: JAS
SCALE: 1" = 80'
DATE: 8/27/24

VERRADO™
"VERRADO WAY AND MARKET STREET"
MAP OF DEDICATION
BUCKEYE, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

PROJECT NO. 2014-181
SHEET NO. 2 OF 3

PLZV # 1R PLZV-24-0005

C:\RICK\Projects\P_SIG_H\2014-181 - VERRADO MARKETSIDE WEST\DWG\MAPPING\VERRADO MARKETSIDE EAST\MARKETSIDE EAST VERRADO WAY MOD\2014-181 VERRADO WAY MOD.dwg - plotted by: pengle ON 2024-08-27 @ 11:15 - ctb:sig bw.ctb - ©2024 Rick Engineering Company

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N90°00'00"E	87.92'
L2	N90°00'00"E	96.78'
L3	N90°00'00"E	92.01'
L4	N90°00'00"E	92.01'
L5	S00°05'20"E	26.22'
L6	N00°09'05"W	4.56'
L7	S89°50'56"W	15.86'
L8	S89°50'56"W	35.20'
L9	S89°50'56"W	9.74'
L10	S89°50'56"W	6.12'
L11	N07°37'07"E	14.82'
L12	S44°55'28"W	11.38'
L13	S44°55'28"W	35.14'
L14	N41°47'56"W	52.92'
L15	S41°47'56"E	75.73'
L16	N40°51'21"W	113.34'
L17	S40°51'21"E	97.63'
L18	N86°30'59"W	20.11'
L19	S45°09'05"E	46.59'
L20	S89°54'40"W	31.74'
L21	N00°05'20"W	20.00'
L22	S89°54'40"W	20.00'
L23	S00°05'20"E	7.31'

LINE TABLE		
LINE	DIRECTION	LENGTH
L24	S00°09'05"E	11.38'
L25	S09°38'27"W	68.42'
L26	S09°38'27"W	76.25'
L27	S00°09'05"E	200.62'
L28	S00°05'20"E	51.51'
L29	S00°09'05"E	107.68'
L30	N01°04'22"E	49.97'
L31	N09°38'27"E	62.74'
L32	S49°36'49"E	12.00'
L33	S49°36'49"E	21.00'
L34	S00°09'05"E	63.43'
L35	N90°00'00"W	11.65'
L36	S00°00'00"E	37.00'
L37	S00°00'00"E	51.50'
L38	S00°00'00"E	20.00'
L39	N90°00'00"E	112.60'
L40	S00°00'00"E	20.00'
L41	N90°00'00"W	112.60'
L42	S00°09'05"E	8.59'
L43	N45°04'32"W	46.57'
L44	N90°00'00"E	26.24'
L45	N23°00'15"W	22.74'
L46	S01°41'46"W	7.14'

LINE TABLE		
LINE	DIRECTION	LENGTH
L47	S00°09'05"E	34.47'
L48	S00°09'05"E	5.27'
L49	S89°50'55"W	2.00'
L50	S00°09'05"E	48.12'
L51	N13°53'56"W	140.66'
L52	N05°24'33"E	77.20'
L53	N90°00'00"E	20.09'
L54	N05°24'33"E	70.95'
L55	N10°11'27"W	29.32'
L56	N10°11'27"W	6.00'
L57	S00°09'05"E	167.02'
L58	S03°43'33"W	170.33'
L59	S00°09'05"E	185.32'
L60	S00°09'05"E	185.32'
L61	S00°09'05"E	219.79'
L62	S00°09'05"E	19.48'
L63	S00°09'05"E	19.41'
L64	S00°09'05"E	134.37'
L65	S00°09'05"E	15.43'
L66	S00°09'05"E	1.32'
L67	N42°18'16"W	2.39'
L68	N42°18'16"W	46.54'
L69	S84°27'28"E	1.32'

LINE TABLE		
LINE	DIRECTION	LENGTH
L70	S00°09'05"E	12.03'
L71	S89°50'55"W	20.77'
L72	S00°09'05"E	20.00'
L73	S89°50'55"W	20.77'
L74	S00°09'05"E	12.54'
L75	S84°27'28"W	1.15'
L76	N42°09'11"E	31.70'
L77	N42°09'11"E	17.11'
L78	N89°50'55"E	17.01'
L79	S00°09'05"E	46.77'
L80	S00°09'05"E	194.40'
L81	S00°09'05"E	19.48'
L82	S00°09'05"E	19.41'
L83	S00°09'05"E	1.32'
L84	S42°18'16"E	48.93'
L85	N84°27'28"W	1.32'
L86	N89°50'55"E	29.48'
L87	S00°09'05"E	20.00'
L88	N89°50'55"E	29.48'
L89	N84°27'27"E	1.15'
L90	S42°09'11"W	31.70'
L91	S42°09'11"W	17.11'
L92	S03°43'33"W	146.66'

LINE TABLE		
LINE	DIRECTION	LENGTH
L93	S00°09'05"E	219.53'
L94	S00°09'05"E	250.55'
L95	N44°50'55"E	46.59'
L96	S00°09'05"E	19.74'
L97	S89°50'55"W	4.34'
L98	S89°50'55"W	52.92'
L99	N89°50'55"E	44.94'
L100	S05°31'10"W	24.00'
L101	S05°03'11"W	56.50'
L102	N00°44'01"W	41.00'
L103	N89°15'59"E	200.03'
L104	S00°05'20"E	25.08'
L105	N89°15'59"E	42.88'
L106	N89°15'59"E	157.16'
L107	N00°44'01"W	8.00'
L108	S89°15'59"W	48.24'
L109	N89°18'56"E	5.92'
L110	S00°09'05"E	10.00'
L111	S00°09'05"E	10.00'
L112	S00°00'00"E	5.80'
L113	S01°04'22"W	76.21'
L114	S60°55'52"W	39.07'
L115	S45°09'05"E	24.84'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	5°39'25"	1900.00'	187.60'	N87°19'22"W 187.52'
C2	56°55'07"	35.00'	34.77'	S28°18'28"W 33.36'
C3	29°48'18"	35.00'	18.21'	S71°40'11"W 18.00'
C4	57°01'39"	35.00'	34.84'	S28°39'55"E 33.42'
C5	25°09'15"	35.00'	15.37'	S16°00'16"E 15.24'
C6	28°35'51"	35.00'	17.47'	S42°52'49"E 17.29'
C7	29°41'47"	35.00'	18.14'	S72°01'38"E 17.94'
C9	11°55'15"	300.00'	62.42'	S15°36'05"W 62.30'
C10	8°34'05"	100.00'	14.95'	S05°21'25"W 14.94'
C11	2°38'12"	300.00'	13.81'	S10°57'33"W 13.80'
C12	11°55'15"	288.00'	59.92'	S15°36'05"W 59.81'
C13	18°49'29"	78.00'	25.63'	S30°58'27"W 25.51'
C14	18°49'29"	90.00'	29.57'	S30°58'27"W 29.44'
C15	18°49'29"	111.00'	36.47'	S30°58'27"W 36.31'
C16	4°09'54"	321.00'	23.33'	S19°28'45"W 23.33'
C17	162°27'07"	2.00'	5.67'	S81°22'38"E 3.95'
C18	90°09'05"	10.00'	15.73'	S44°55'28"W 14.16'
C19	68°02'41"	35.00'	41.57'	S34°10'26"E 39.17'
C20	3°12'54"	35.00'	1.96'	S01°45'32"E 1.96'
C21	55°24'33"	35.00'	33.85'	S31°04'15"E 32.54'
C22	4°11'11"	35.00'	2.56'	S60°52'08"E 2.56'
C23	5°14'03"	35.00'	3.20'	S65°34'45"E 3.20'
C24	18°35'20"	35.00'	11.36'	S77°29'26"E 11.31'
C25	143°30'50"	2.00'	5.01'	N18°14'35"W 3.80'
C26	13°07'39"	111.00'	25.43'	S46°57'01"W 25.38'
C27	25°03'39"	110.00'	48.11'	S66°31'19"W 47.73'
C28	3°54'07"	294.00'	20.02'	S82°17'12"W 20.02'
C29	39°25'22"	90.00'	61.92'	S60°05'52"W 60.71'
C30	59°03'51"	35.00'	36.08'	S29°22'51"W 34.50'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C31	59°03'11"	35.00'	36.07'	S29°41'21"E 34.50'
C32	59°03'11"	35.00'	36.07'	S29°41'21"E 34.50'
C33	25°14'32"	35.00'	15.42'	S71°50'12"E 15.30'
C34	25°32'41"	35.00'	15.60'	S71°41'07"W 15.48'
C35	59°03'51"	35.00'	36.08'	S29°22'51"W 34.50'
C36	59°03'51"	35.00'	36.08'	S29°41'00"E 34.50'
C37	57°14'25"	35.00'	34.97'	S28°46'17"E 33.53'
C38	1°49'26"	35.00'	1.11'	S58°18'13"E 1.11'
C39	25°14'32"	35.00'	15.42'	S71°50'12"E 15.30'
C40	25°32'41"	35.00'	15.60'	S71°41'06"W 15.48'
C41	90°00'00"	35.00'	54.98'	S44°50'55"W 49.50'
C42	3°16'33"	35.00'	2.00'	S88°12'38"W 2.00'
C43	83°26'53"	35.00'	50.98'	S44°50'55"W 46.59'
C44	3°16'33"	35.00'	2.00'	S01°29'12"W 2.00'
C45	90°00'00"	10.00'	15.71'	S44°50'55"W 14.14'
C46	51°29'43"	38.00'	34.15'	S25°35'47"W 33.01'
C47	5°40'15"	1819.50'	180.09'	N87°18'57"W 180.01'
C48	5°40'14"	1843.50'	182.45'	N87°18'58"W 182.38'
C49	9°22'00"	300.00'	49.04'	N86°03'01"W 48.99'
C50	9°22'00"	300.00'	49.04'	S86°03'01"E 48.99'
C51	90°05'21"	35.00'	55.03'	N45°41'20"W 49.54'
C52	15°32'13"	38.61'	10.47'	S78°33'53"W 10.44'
C53	18°31'10"	44.44'	14.36'	N80°03'21"E 14.30'
C54	22°37'53"	41.00'	16.19'	S78°41'51"E 16.09'
C55	3°53'20"	35.00'	2.38'	N69°19'34"W 2.38'
C56	5°55'56"	288.00'	29.82'	S12°36'26"W 29.81'
C57	45°21'28"	120.00'	95.00'	S38°15'08"W 92.54'
C58	4°38'23"	300.00'	24.29'	S82°51'58"W 24.29'
C59	40°09'35"	90.00'	63.08'	S60°27'59"W 61.80'

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
TRACT A	LANDSCAPE, SIDEWALK	400	0.009
TRACT B	LANDSCAPE, SIDEWALK	1,647	0.038
TRACT C	LANDSCAPE, SIDEWALK, SVE	1,629	0.037
TRACT D	LANDSCAPE, SIDEWALK	3,562	0.082
TRACT E	LANDSCAPE, SIDEWALK	3,008	0.069
TRACT F	LANDSCAPE, SIDEWALK	10,310	0.237

NO.	BY	DATE	REVISION

SURVEYOR:

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
60697
JARED
HANSMANN
8-27-24
DATE SIGNED
ARIZONA U.S.A.

EXP: 12-31-24

RICK ENGINEERING COMPANY
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver
rickengineering.com
2401 W. PEORIA AVE., SUITE 130
PHOENIX, AZ 85029
602.957.3350

DRAWN BY: PJE
CHECKED BY: JAS
SCALE: N.T.S.
DATE: 8/27/24

VERRADO™

"VERRADO WAY AND MARKET STREET"
MAP OF DEDICATION

BUCKEYE, ARIZONA

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

PROJECT NO.
2014-181
SHEET NO. 3 OF 3

PLZV # 1R PLZV-24-0005

C:\RICK\Projects\P_SIG_H\2014-181 - VERRADO MARKETSIDE WEST\DWG\MAPPING\VERRADO MARKETSIDE EAST\MARKETSIDE EAST VERRADO WAY MOD\2014-181 VERRADO WAY MOD.dwg - plotted by: pengie ON 2024-08-27 @ 11:16 - ctb:sig bw.ctb - ©2024 Rick Engineering Company

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.N. DS - Heritage West Commercial - Replat - PLZS-23-00024
DATE PREPARED: 09/12/24	**DISTRICT NO.:** 1
STAFF LIAISON: Jennifer Fostino, Planner II, jfostino@buckeyeaz.gov, (623) 349-6295	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a Replat titled Heritage West Commercial, located at the southeast corner of Miller Road and Broadway Road.

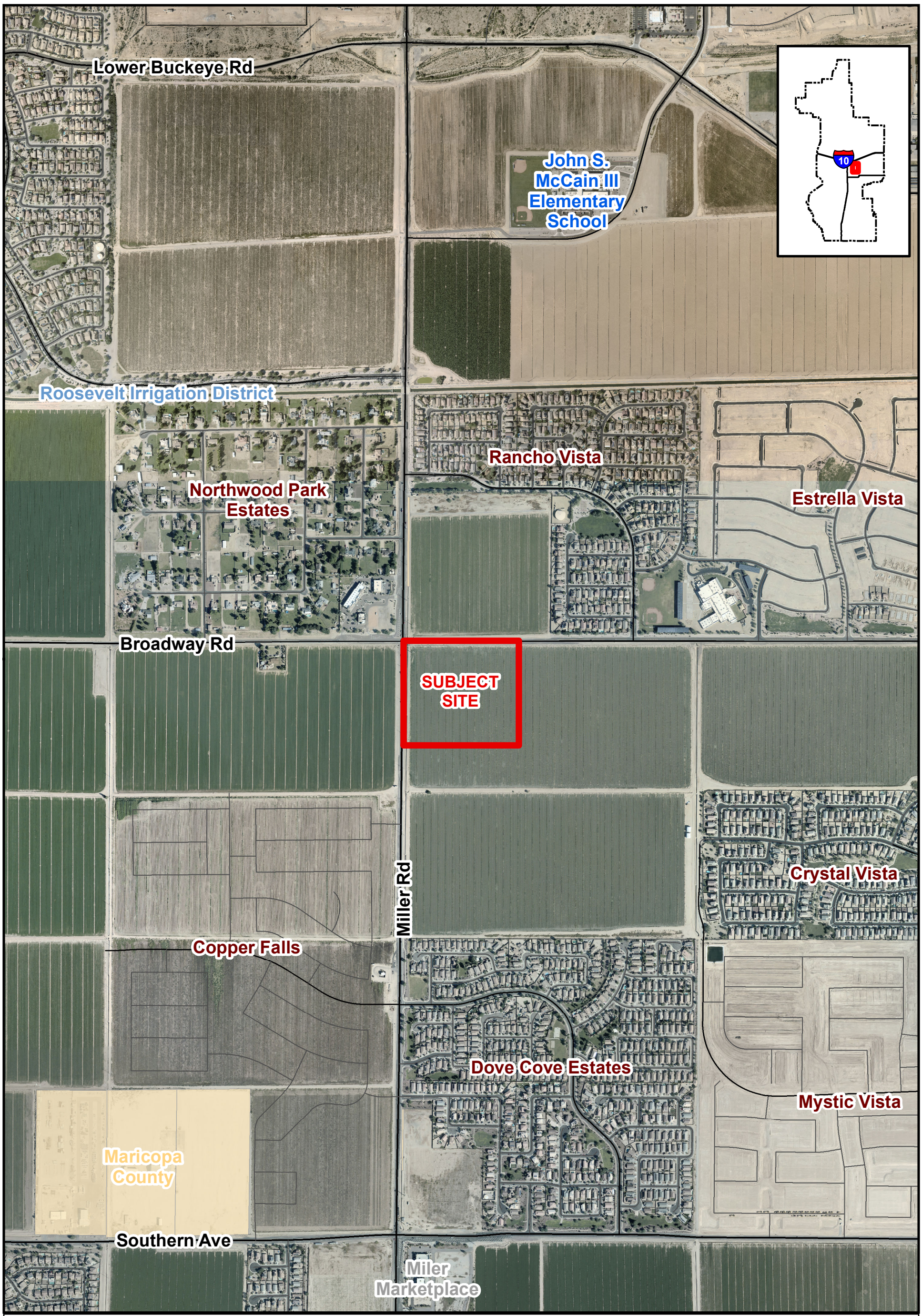
SUMMARY

PROJECT DESCRIPTION:
The Heritage West Commercial Replat covers two parcels, Lot 1 and Lot 2, totaling approximately 19.21 acres at the southeast corner of Miller Road and Broadway Road. A Minor Subdivision for Heritage West was approved and recorded in May 2023. This request dedicates approximately 25,676 square feet of right of way along Miller Road and 31,716 square feet along Broadway Road. Additionally, Lot 2 will be subdivided into four smaller lots, resulting in a total of five lots. Finally, a water easement will be dedicated to ensure access to water infrastructure and utilities. This Minor Subdivision is requested by Robert Cole with Sustainability Engineering Group on behalf of property owners Barclay Holdings CXVI and Smith's Food and Drug Centers.

BENEFITS:
The subject Replat will increase access to services and improve the quality of life for residents within the surrounding area.

FINANCIAL IMPACT STATEMENT:
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
PLZS-23-00024 Heritage West Commercial - Vicinity Map.pdf
PLZS-23-00024 Heritage West Commercial - Project Narrative
PLZS-23-00024 Heritage West Commercial - Replat



VICINITY MAP

BUCKEYE, AZ

PLZS-23-00024

Heritage West Commercial Replat

City Council District #1

N W E S

4R PLZS-23-00024 RECEIVED JUL 24 2024 WD

FINAL PLAT - Project Narrative

Fry's 654 - Miller & Broadway Commercial Center

SEC W. Broadway Road & S. Miller Road
Buckeye, Arizona 85326
Assessor Parcel Numbers: 504-40-993, 504-40-994
Tracking Number PLZS-23-00024

July 22, 2024

DEVELOPER
Barclay Group
2415 E. Camelback Road, Suite 900
Phoenix, AZ 85016
Attn: Colby Fincham
602-224-4151
cfincham@barclaygroup.com

APPLICANT
Sustainability Engineering Group (SEG)
5240 N. 16th Street, Suite 105
Phoenix, AZ 85016
Attn: Ali Fakih
480-588-7226
ali@azSEG.com

Owner 1 - Lot 1, APN: 504-40-993
Smiths Food & Drug Centers Inc
1014 Vine Street
Cincinnati, OH
Attn: Nikki Wearth
623-907-1987
Nikki.wearth@frysfood.com

Owner 2 – Lot 2, APN: 504-40-994
Barclay Holdings CXVI LLC
2415 E. Camelback Road, Suite 900
Phoenix, AZ 85016
Attn: Colby Fincham
602-224-4151
cfincham@barclaygroup.com

Project Overview:

This narrative presents the final plat application for the development of a site comprising two parcels owned by Barclay Holdings CXVI LLC and Smith's Food & Drug Centers Inc.
The proposed development includes a grocery store with an associated fuel center on one parcel and shops, quick-serve restaurants, parking areas, landscape areas, and a proposed gathering area on the other parcel. Below are the specific property details for each original parcel and the proposed parcels, along with the actions to be taken within this application.

Original Parcel Information:

Lot 1 – APN: 504-40-993
- **Owner:** Smiths Food & Drug Centers Inc
- **Address:** 1014 Vine Street, Cincinnati, OH

Lot 2 – APN: 504-40-994
- **Owner:** Barclay Holdings CXVI LLC
- **Address:** 2415 E. Camelback Road, Suite 900, Phoenix, AZ 85016

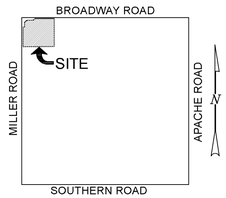
Actions Within This Application:

1. **ROW Dedication:**
    - Portions of land adjacent to Miller Road and Broadway Roads will be dedicated as a right of way (ROW).
    - Approximately 25,676 square feet along Miller Road and 31,716 square feet along Broadway Road will be dedicated.
    - This dedication aims to improve traffic management, pedestrian safety, and accessibility to the development site and surrounding areas.
2. **Parcel Splitting:**
    - Lot 2 will be divided into four smaller parcels to accommodate shops and quick-serve restaurants.
    - Each subdivided parcel will provide opportunities for commercial enterprises.
    - This splitting enables efficient land utilization and caters to the diverse needs of the community.
3. **Water Easement Dedication:**
    - A water easement will be dedicated to ensure access to essential water infrastructure and utilities.
    - This involves granting a portion of the property for the installation, maintenance, and operation of water-related facilities necessary for supplying water to the development site.

RE-PLAT
HERITAGE WEST COMMERCIAL

A RESUBDIVISION OF LOTS 2 AND 3, HERITAGE WEST, BOOK 1736, PAGE 41, MARICOPA COUNTY RECORDS, LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

6R PLZS-23-00024 RECEIVED AUG 29 2024 WD



VICINITY MAP
N.T.S.

DEDICATION:

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS:

BARCLAY HOLDINGS CXVI, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND SMITH'S FOOD & DRUG CENTERS, INC., AN OHIO CORPORATION ("OWNERS"), HAS SUBDIVIDED UNDER THE NAME HERITAGE WEST COMMERCIAL, A RESUBDIVISION OF LOTS 2 AND 3, HERITAGE WEST, BOOK 1736, PAGE 41, MARICOPA COUNTY RECORDS, LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF HERITAGE WEST COMMERCIAL AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNERS HEREBY DEDICATE TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHT-OF-WAYS AS SHOWN ON THE PLAT.

OWNERS HEREBY GRANT TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHT-OF-WAYS, INCLUDING; LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE AN EXCLUSIVE EASEMENT FOR THE PURPOSE OF WATER WITHIN THE AREAS SHOWN ON THIS PLAT AS WATER EASEMENTS. THE CITY SHALL HAVE THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, OPERATE AND REPLACE PUBLIC WATER LINES OVER, UNDER AND ACROSS THE EASEMENT AREAS SHOWN HEREON.

OWNERS HEREBY GRANT TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO; THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

BARCLAY HOLDINGS CXVI, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND SMITH'S FOOD & DRUG CENTERS, INC., AN OHIO CORPORATION ("OWNERS") DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNERS AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

BARCLAY HOLDINGS CXVI, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND SMITH'S FOOD & DRUG CENTERS, INC., AN OHIO CORPORATION ("OWNERS") DO HEREBY; (1) RELEASE AND DISCHARGE THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF- WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF BUCKEYE.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHT-OF-WAYS, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF BUCKEYE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF BUCKEYE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2024.

BARCLAY HOLDINGS CXVI, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

NAME: SCOTT T. ARCHER

TITLE: MANAGER

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2024.

SMITH'S FOOD & DRUG CENTERS, INC., AN OHIO CORPORATION

BY:_____

ITS:_____

PARENT LEGAL DESCRIPTION

LOT 2 AND LOT 3 OF THE FINAL PLAT OF HERITAGE WEST, RECORDED IN BOOK 1736, PAGE 41, MARICOPA COUNTY RECORDS.

BASIS OF BEARING:

BASIS OF BEARING IS ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29, T.1N., R.3W. BEING N90°00'00"E, RESULTS OF SURVEY RECORDED IN BOOK 710 OF MAPS, PAGE 25, MCR.

FLOOD ZONE INFORMATION

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO 04013C2115L , WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

ACKNOWLEDGEMENT:

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

BEFORE ME THIS _____ DAY OF _____, 2024, SCOTT T. ARCHER PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE THE MANAGER OF BARCLAY HOLDINGS CXVI, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE AS MANAGER, BEING AUTHORIZED TO DO SO ON BEHALF OF THE COMPANY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEROF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____ _____
NOTARY PUBLIC EXPIRES

ACKNOWLEDGEMENT:

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

BEFORE ME THIS _____ DAY OF _____, 2024, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE THE _____ OF SMITH'S FOOD & DRUG CENTERS, INC., AN OHIO CORPORATION, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE AS _____, BEING AUTHORIZED TO DO SO ON BEHALF OF THE COMPANY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEROF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____ _____
NOTARY PUBLIC EXPIRES

LIEN HOLDER RATIFICATION

KNOW ALL MENT BY THESE PRESENTS:

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION AS BENEFICIARY PER THAT CERTAIN DEED OF TRUST RECORDED IN DOCUMENT NO. 2022-0742512, MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, HEREBY RATIFIES, AFFIRMS, AND APPROVES THIS PLAT IN WITNESS WHEREOF, THE UNDERSIGNED HAS SIGNED HIS NAME THIS _____DAY OF _____, 2024.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

BY: _____

NAME: _____

TITLE:_____

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS ____ DAY OF _____ 2024.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

I CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS HAVE BEEN COMPLIED WITH.

BY:_____
BUCKEYE CITY ENGINEER DATE

BY:_____
DEVELOPMENT SERVICES DIRECTOR DATE

NOTES

1. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE STATUTORILY REQUIRED SOUND ATTENUATION STANDARDS.
2. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF BUCKEYE.
3. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF BUCKEYE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE GENERAL PLAN.
4. PURSUANT TO A.R.S. § 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
5. THIS SITE CONSISTS OF A TOTAL OF 5 LOTS, IN THE COMMERCIAL CENTER ZONING DISTRICT ZONING DISTRICT.
6. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE SITE PLAN APPROVED ON AUGUST 8, 2023 UNDER CASE #PLZSP-22-00019.
7. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION TO BE PLANTED OR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH EASEMENTS.
8. FINAL PLAT APPROVAL BY THE CITY IS CONDITIONAL AND SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER 1 YEAR FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
9. A BLANKET CROSS LOT ACCESS AND PARKING EASEMENT IS HEREBY GRANTED TO AND BETWEEN ALL LOTS WITHIN THE SUBDIVISION FOR THE PURPOSE OF PARKING AND INGRESS AND EGRESS OF VEHICLES, INCLUDING EMERGENCY VEHICLES, PEDESTRIANS, AND BICYCLES. THE UNDERLYING PROPERTY OWNER OR ASSIGNS IS RESPONSIBLE FOR THE MAINTENANCE OF THE EASEMENT AREA.
10. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
11. OWNER AFFIRMS THAT IT HAS REVIEWED THE REQUIREMENTS OF A.R.S. §§ 9-463.01(I) AND 45-576 AND RELATED REQUIREMENTS REGARDING SUBDIVIDED LANDS AND THE ASSURED WATER SUPPLY PROGRAM, AND AFFIRMS THAT A CERTIFICATE OF ASSURED WATER SUPPLY IS NOT REQUIRED.
12. IT IS ACKNOWLEDGED THAT THIS PROPERTY WILL BE PART OF A STREET LIGHTING IMPROVEMENT DISTRICT (SLID) AT THE TIME THAT IT IS DEVELOPED, IN ACCORDANCE WITH BUCKEYE ORDINANCES 43-05 AND 42-06.

SITE DATA

LOT	Sq. Ft.	Acres
1	545,266	12.52
2	134,983	3.10
3	45,251	1.04
4	24,837	0.57
5	28,871	0.66

MILLER ROAD	Sq. Ft.	Acres
DEDICATED R/W	25,676	0.59

BROADWAY ROAD	Sq. Ft.	Acres
DEDICATED R/W	31,716	0.73

SURVEYOR'S CERTIFICATION:

I, DANIEL D. ARMIJO, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF 2 SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF MARCH 2022. THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXIST OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.
ARIZONA REGISTERED LAND SURVEYOR #45377

BY:
DANIEL D. ARMIJO, RLS
AW LAND SURVEYING, LLC
PO BOX 2170
CHANDLER, ARIZONA 85244

REGISTERED LAND SURVEYOR CERTIFICATE NO. 45377 DANIEL D. ARMIJO Date Signed 08-29-24 ARIZONA, U.S.A. Expires 12/31/2024

REVISIONS:

DRAWING SCALE(S):

AW LAND SURVEYING, LLC
P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 EMAIL: DARMIJO@AWLANDSURVEY.COM

HERITAGE WEST COMMERCIAL

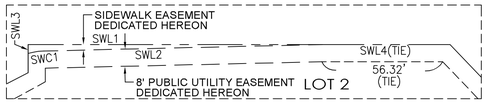
RE- PLAT

ORIGINAL PLAN DATE 02-28-2023

LATEST REVISION DATE 08-28-2024

JOB NUMBER 22-019

SHEET NUMBER 1 OF 2



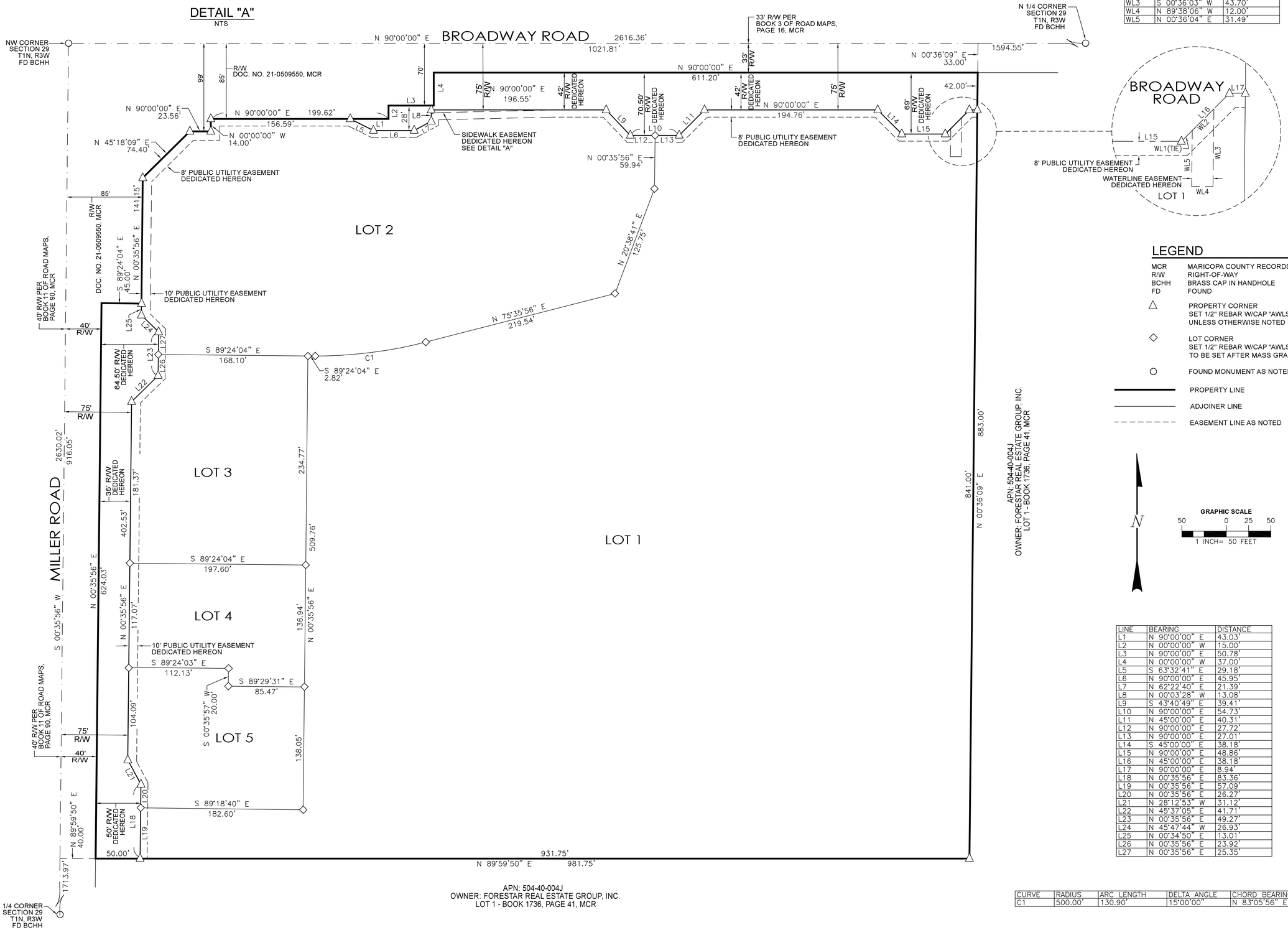
DETAIL "A"

NTS

SIDEWALK EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
SWL1	N 90°00'00" E	136.70'
SWL2	S 88°40'19" W	129.36'
SWL3	N 00°03'28" W	4.16'
SWL4	N 90°00'00" E	59.85'

SIDEWALK EASEMENT CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
SWC1	28.00'	7.48'	15°18'52"	S 81°00'36" W	7.46'

WATERLINE EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
WL1	N 45°00'00" E	8.69'
WL2	N 45°00'00" E	17.15'
WL3	S 00°36'03" W	43.70'
WL4	N 89°38'06" W	12.00'
WL5	N 00°36'04" E	31.49'



LEGEND

MCR	MARICOPA COUNTY RECORDS
R/W	RIGHT-OF-WAY
BCHH	BRASS CAP IN HANDHOLE
FD	FOUND
△	PROPERTY CORNER SET 1/2" REBAR W/CAP "AWLS 45377" UNLESS OTHERWISE NOTED
◇	LOT CORNER SET 1/2" REBAR W/CAP "AWLS 45377" TO BE SET AFTER MASS GRADING
○	FOUND MONUMENT AS NOTED
━━━	PROPERTY LINE
───	ADJOINER LINE
- - - -	EASEMENT LINE AS NOTED

N

GRAPHIC SCALE
50 0 25 50
1 INCH= 50 FEET

LINE	BEARING	DISTANCE
L1	N 90°00'00" E	43.03'
L2	N 00°00'00" W	15.00'
L3	N 90°00'00" E	50.78'
L4	N 00°00'00" W	37.00'
L5	S 63°32'41" E	29.18'
L6	N 90°00'00" E	45.95'
L7	N 62°22'40" E	21.39'
L8	N 00°03'28" W	13.08'
L9	S 43°40'49" E	39.41'
L10	N 90°00'00" E	54.73'
L11	N 45°00'00" E	40.31'
L12	N 90°00'00" E	27.72'
L13	N 90°00'00" E	27.01'
L14	S 45°00'00" E	38.18'
L15	N 90°00'00" E	48.86'
L16	N 45°00'00" E	38.18'
L17	N 90°00'00" E	8.94'
L18	N 00°35'56" E	83.36'
L19	N 00°35'56" E	57.09'
L20	N 00°35'56" E	26.27'
L21	N 28°12'53" W	31.12'
L22	N 45°37'05" E	41.71'
L23	N 00°35'56" E	49.27'
L24	N 45°47'44" W	26.93'
L25	N 00°34'50" E	13.01'
L26	N 00°35'56" E	23.92'
L27	N 00°35'56" E	25.35'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	500.00'	130.90'	15°00'00"	N 83°05'56" E	130.53'

REVISIONS:

DRAWING SCALE(S):

AW LAND SURVEYING, LLC
P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 EMAIL: DARMUJO@AWLANDSURVEY.COM

HERITAGE WEST COMMERCIAL

RE-PLAT

REGISTERED LAND SURVEYOR CERTIFICATE NO. 45377 DANIEL D. ARMUJO 08-28-24 ARIZONA, U.S.A. Expires 12/31/2024

ORIGINAL PLAN DATE 02-20-2023

LATEST REVISION DATE 08-28-2024

JOB NUMBER 22-019

SHEET NUMBER 2 OF 2

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.O. WR - Purchase of Purifics Treatment System
DATE PREPARED: 09/12/24	**DISTRICT NO.:**
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102	
DEPARTMENT: Water Resources	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Contract for Materials and Services (Contract No. 2025187) between the City of Buckeye, an Arizona municipal corporation, and Purifics Water Inc., a Foreign corporation, related to the use of their Continuous Ultra-Filtration drinking water purification system; and authorize the City Manager to execute and deliver said Contract on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

Currently, the Tartesso Water System is experiencing elevated levels of arsenic and fluoride. To operate the wells without concern of exceeding the MCL (maximum contaminant level), treatment of both constituents is required. Traditionally, the City of Buckeye would have purchased and installed a coagulation filtration for arsenic removal, and an alumina filtration for the fluoride removal. The purchase of these two systems would have required significantly more space, which is not available at the Tartesso Campus, as well as increases in chemicals and electricity.

Purifics Water, Inc. is the developer of a ceramic membrane system called “Cuf” (Continuous Ultra-Filtration), which is capable of successfully treating groundwater for both arsenic and fluoride. The City of Buckeye worked with Brown and Caldwell, Maricopa County, and Purifics to complete a pilot study of the Cuf’s efficacy at the Tartesso Water Campus from February 2024 to May 2024. The testing period has proven the system capable of treating Buckeye groundwater and reducing arsenic and fluoride levels to well within the safe drinking range. If approved, the system will be installed at the Tartesso Water Campus, equipping the campus with water treatment capabilities for the first time.

Moving to one comprehensive system means the City will: (a) have a lower initial cost for the purchase of a treatment system for both arsenic and fluoride; and (b) have the ability to accommodate a significantly smaller footprint at a location with already limited space. Additionally, it has been confirmed that existing electrical power supply to the Water Campus is adequate to operate the new facility, eliminating the need to modify or increase the power supply.

BENEFITS:

Efficient and effective treatment of Buckeye groundwater at the Tartesso Water Campus.

FUTURE ACTION:
N/A.

FINANCIAL IMPACT STATEMENT:
N/A.

CURRENT FISCAL YEAR TOTAL COST:
$3,402,856.00

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
40001233-543153

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
2687 Competition Impracticable with Purifics Water.pdf
2687 Contract 2025187 with Purifics Water.pdf

BUCKEYE, AZ

PROCUREMENT DETERMINATION

Competition Impracticable Procurement

Sections 1 through 3 MUST be completed

Use Attachments as Necessary

Section 1: Department Information

Requestor's Name: Joey Romo **Request Date:** 8/22/2024

Requestor's Signature: Joey Romo Digitally signed by Joey Romo Date: 2024.08.22 15:47:16 -07'00' **Date:** 8/22/2024

Department Head Name (Print): Terry Lowe

Department Head Signature: Terry Lowe Digitally signed by Terry Lowe Date: 2024.08.28 15:32:19 -07'00'

Phone: 623-349-6102 **E-Mail:** tlowe@buckeyeaz.gov

Section 2: Vendor Information

Vendor Name: Purifics **Vendor ID:** 7606

Duration of Competition Impracticable: June 30, 2025 **Estimated Cost:** $3,402,856

Full Description of Materials or Services:

An arsenic and fluoride treatment system that utilizes a ceramic ultra filtration process to reduce arsenic and fluoride at one time.

Section 3: Justification

Justification/Selection: Select only one option that best categorizes Competition Impracticable rationale.

☒ **Not able to meet competitive requirements of A.R.S. § 41-2578.**

☐ **Exceeding Max End Date** ☐ **Total Cost** ☐ **Business Continuity**

☐ **Other** _____ **Describe:** _____

Provide Justification/Why Advantageous to The City:

Purifics system, which treats arsenic and fluoride simultaneously in water systems, has been piloted by WRD with resounding success. This unique system, for which Purifics owns the patents, has proven to be not only effective but also cost-effective, requiring only one system instead of two.

City Approved Procurement Process to be Utilized (Including Contracting Strategy):
In accordance with the Procurement Code, the City of Buckeye Uniform Terms and Conditions or appropriate contract terms as approved by the Procurement Officer or designee must be part of all contracts. If you will be required to sign a software licensing agreement or sign any other agreement (a/k/a contract) containing terms and conditions, which will be made part of the final Contract, you must receive prior approval from the Procurement office. Approval of this request does not allow for departments to exceed their dollar acquisition of delegated authority.

To Be Completed by Procurement Authority

☐ **Request Authorized Pursuant to: City Code** ☐ **Request Denied**

☐ **Request Authorized with Conditions/Restrictions Pursuant to: City Code 24.3.5**

☐ **Up to $35,000.00** ☐ **$35,000.01 to $250,000.00** ☒ **Over $250,000.00 Requires Council Approval Before Purchase**

City Attorney Approval:

Name (Print): K. Scott McCoy	
Signature:	**Date:** Aug 30, 2024

Procurement Officer Approval of Non-Competitive Source Selection:

Signature: **City Manager/Procurement Officer**	**Date:** Aug 30, 2024
☒ **Requires Council Approval Before Purchase**	
☐ **No Council Approval Needed – Route with Invoice or Purchase Order (PO)**	

Department Notice: This is your official written determination in response to your procurement authorization request. The original request shall be maintained by the Finance Department.

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAC7wzag2FwpIt-B73RoRItjbU6XvUqiEj

CONTRACT FOR MATERIALS AND SERVICES
FOR THE CITY OF BUCKEYE

AND

PURIFICS WATER INC.,
Contract No. 2025187

This Contract is entered into this _____ by and between the City of Buckeye, an Arizona municipal corporation ("City"), and Purifics Water Inc., a Foreign corporation ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Standard Terms and Conditions: The City of Buckeye Standard Terms and Conditions, attached hereto as *Exhibit A* are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified by *Exhibit C* (Contractor's Scope of work and Fee Proposal).

2. Insurance: Contractor shall meet Insurance Requirements of the City as set forth in *Exhibit B* attached hereto and incorporated herein by reference.

3. Compensation: Payment to the Contractor for the materials and/or services provided not to exceed $3,402,856.00 including other fees and taxes, to be made in accordance with the price list and terms set forth in the Contractor's Scope of Work/Fee Proposal attached hereto as *Exhibit C* and incorporated herein by reference.

4. Scope of Work: Contractor shall provide the services generally described as follows: Continuous Ultra-Filtration surface source drinking water purification system as more specifically described in *Exhibit C*.

5. Contract Term: The Contract shall be effective as of the date set forth below for approval and remain in effect until June 30, 2025.

6. Partial Award: The City reserves the right to make multiple awards or to award by (i) bid schedule, (ii) individual line item, (iii) by group of line items, or (iv) as a total, whichever is deemed in the best interest to the City.

7. Quantities; Non-Exclusive: Unless the solicitation states otherwise, the Contract

will be non-exclusive, and the City makes no guarantees as to the amount of products or services to be utilized from a Bidder. The City reserves the right to add or remove products or services during the term of the Contract.

8. Renewal: This Contract may be renewed or extended for up to two (2) additional one (1) one-year terms by mutual written consent of the parties. The City Manager, or his designee (the City's Chief Financial Officer) if applicable, shall have authority to approve renewal on behalf of the City.

9. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

City: City Manager City of Buckeye 530 E Monroe Ave Buckeye AZ 85326	Contractor: Purifics Water Inc 340 Sovereign Road London, ON N6M 1A8
With a copy to: City Attorney City of Buckeye 530 E Monroe Ave Buckeye AZ 85326	With a copy to: Purifics Water Inc 340 Sovereign Road London, ON N6M 1A8

10. Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

11. Contract Controls. In the event of any inconsistency between this Contract and the Exhibits hereto, the documents shall govern in the following order: (1) This Contract for Materials and Services; (2) Exhibit A (standard terms); (3) Exhibit B (insurance); and (4) Exhibit C (contractor scope of work and fee proposal).

12. Time is of Material Importance. Time is of material importance to each and every provision of this Contract.

[*signatures on following page*]

CITY	CONTRACTOR
THE CITY OF BUCKEYE, an Arizona municipal corporation Dan Cotterman, City Manager	PURIFICS WATER INC., a Foreign corporation [signature] Brian Butters, President [title]
RECOMMENDED: William Kauppi, Chief Financial Officer	
ATTEST: Lucinda Aja, City Clerk	
APPROVED AS TO FORM: K. Scott McCoy, City Attorney	

EXHIBIT A

STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed or similar notice reasonably expected to notify Contractor to commence delivery of goods and/or services.

2. **LICENSES AND PERMITS:** Contractor, at its expense, shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and upon request provide copies to the City.

3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order(s) for the materials covered by the Contract, and such order will reference the City's Contract number.

7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all associated costs arising from rejection.

9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.

10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Buckeye, 530 E. Monroe Avenue, Buckeye, Arizona 85326, unless otherwise specified by the City (the "point of delivery"). 'Cash-on-Delivery' (C.O.D.) shipments will not be accepted.

11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

12. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City, which such approval will not be unreasonably withheld by the City.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor is not authorized to substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature shall constitute a breach of the contract. At the option of the City, Contractor shall deliver conforming materials, or services, in each installment or lot of the contract.

14. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

15. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal written release of all liens.

16. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Procurement Officer or designee prior to the institution of the change.

PAYMENT

17. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include City the Contract Number and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from **July 1** through the following **June 30**. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after **August 15** for materials or services supplied in the **prior** fiscal year.

19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes (TPT), use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid unless the parties expressly agree to surcharges in writing.

22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; and (b) when acceptable materials and/or materials were received by City.

23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

25. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

26. **CONTROL:** Contractor shall be responsible for the control of the scope of work.

27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

28. **SAFEGUARDING PROPERTY:** Contractor shall be responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.

30. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

31. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor, at its own expense, shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and

Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit, Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

32. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

33. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

34. PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

35. [Reserved].

INDEMNIFICATION, INSURANCE

36. GENERAL INDEMNIFICATION: To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee, or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

37. INSURANCE: Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

40. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the parties.

41. AMENDMENTS: This Contract may be amended by written agreement of the parties.

42. SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

43. NO WAIVER: Each party has the right to insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

44. ASSIGNMENT: This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Chief Financial Officer shall have authority to consent to an assignment on behalf of City.

45. BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. SUBCONTRACTING: Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

47. NONDISCRIMINATION: Contractor warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. Contractor will not discriminate against any employee or applicant for employment or person who provides services because of race, color, national origin, religion, gender, age, disability, marital or familial status, veteran status or political affiliation. See City of Buckeye city code § 3-3-2, as may be amended from time to time.

48. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

49. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). 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 City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

50. TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days, unless a longer period of time is granted in writing by the party asserting default. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

51. CITY REMEDIES: In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

52. CONTRACTOR REMEDIES: In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

53. SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if

the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. **PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. **CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

59. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

61. **NOTICES:** Except for Notices to Proceed, which may be issued by electronic means, all notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective three (3) days after being sent. Notice may be sent by email as a secondary form of notice.

62. **THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

63. **CLICKWRAP TERMS EXCLUDED.** In the event the Contractor's terms of sale or service were provided to the City only upon "acceptance" of a "clickwrap" or "clickthrough" agreement, such terms of sale or service shall not be binding upon the City. No oral agreement, "clickwrap" or "clickthrough" agreement or other understanding shall in any way modify a City-issued or approved contract or these Standard Terms and Conditions.

64. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.

65. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Maricopa County, Arizona.

66. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, taxable costs, expert witness fees and expenses.

67. FORCE MAJUERE: There may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

There will be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the events described above, and the City will pay no additional costs incurred as a result of such events.

The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

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EXHIBIT B

CITY OF BUCKEYE STANDARD INSURANCE REQUIREMENTS

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

General Aggregate	$2,000,000
Products/Completed	$1,000,000
Operations Each Occurrence	$1,000,000

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability –
   Any Automobile Owned, Hired
   and Non-owned Vehicles
   Combined Single Limit Per Accident
   for Bodily Injury & Property Damage $1,000,000

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$500,000
Disease - Each Employee	$500,000
Disease - Policy Limit	$500,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Contract.

   b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.

   c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.

   d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

   f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.

6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall reference the Contract Number and be sent to:

   City of Buckeye
   Finance Department
   530 E Monroe Ave
   Buckeye AZ 85326
   ATTN: William Kauppi, Chief Financial Officer

7. Acceptability of Insurers. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Project/Contract Number and description of project shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

11. No Representation of Coverage Adequacy. By requiring insurance herein, or by approving or expressing satisfaction with insurance policies and forms pursuant to the provisions of this Contract, the City does not represent that coverage and limits will be adequate to protect the Contractor. The City 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 the 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.

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EXHIBIT C

CONTRACTOR'S SCOPE OF WORK AND FEE PROPOSAL

Purifics

Cuf®
Continuous Ultra Filtration

Buckeye – Tartesso Well 1
1 -MGD Groundwater CUF Plant - ZLD
Detailed Proposal

Proposal No. W23051
Issued: August 14, 2024
Expires: October 14, 2024

Submitted to:

Joey Romo
Water Resources Superintendent
623.349.6149 office
623.695-6757 cell
jromo@buckeyeaz.gov

For Additional Information Contact:

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Brian Butters, P.Eng., MBA bbutters@purifics.com
Tony Powell CTO & Applications Manager tpowell@purifics.com
340 Sovereign Rd., London, ON N6M 1A8 Canada

IES Southwest
Joel Wade, Joel@iessouthwest.com
32211 N. 16th Ave., Phoenix, AZ 85085 US
480-488-3009

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Rev. January 02, 2024

Complexity Reduction

Durability

Integrated Solutions

Reduced Footprint

EXECUTIVE SUMMARY

This proposal is for a *Cuf*® (**Continuous Ultra-Filtration**) surface source drinking water purification system, complete with auxiliary equipment.

This document provides additional clarification about specifications.

Purifics has been developing and applying ceramic membrane systems for 30 years. This extensive and unmatched Engineering and Application experience has culminated in the development of *Cuf*®, a **fifth-generation** ceramic membrane in a continuous ultra-filtration process technology.

The *Cuf*® system in this proposal offers significant advantages over conventional polymeric and composite ceramic membrane solutions. It is a turnkey **Water Purification System** with remote monitoring, control and compliance logging. The on-board PLC and HMI provide all control requirements and can be expanded to meet anticipated requirements easily.

This proposal offers a **completely integrated solution** with the benefits of SCADA, self-sufficiency, autonomy of spares sourcing, reduced system complexity, and proven durability. *Cuf*® is a ceramic membrane-based purification system that the client will find attractive to operate because of its **simplicity & low Life cycle cost**.

Components and materials used in Purifics systems are identified in this proposal. Changes to these specifications are subject to approval by Purifics and may involve additional costs.

Purifics is a knowledge-based company that provides automated water purification solutions since 1993.

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1 CLIENT OBJECTIVES

1.1 Process Objectives

Purification of surface water from the Rio Grande River to remove TOC, DOC, NOM, turbidity, color, algae, E-Coli, and cryptosporidium at a peak capacity of 1.0 MGD with Zero Liquid Discharge (ZLD).

Duty Objectives		
Operational Life	25 years	
Operating Duty	99%	
Source	Groundwater	
End Use	Drinking Water	
Nominal Capacity	**1 MGD**	
Rated Flux	~ 250 GFD	
Treatment Objectives	**Influent**	**Objectives**
Arsenic (ppb)	< 20	< 2.0
Fluoride (ppm)	3 - 5	< 2

1.2 System Objectives Chart

☒ ANSI 61 Compliant
☐ LT2 Compliant for DIT
☐ Gravity Feed
☒ Pressurized Feed
☐ Pre-treatment to RO
☒ Zero Liquid Discharge
☐ Chloride Resistant
☐ Redundancy
☒ 480 V 3-ph Power
☐ 600 V 3-ph Power
☐ DO Addition – Metals Removal
☒ Coagulant Feed – F & AS Removal
☒ 25 Year Design Life
☒ Eliminate Membrane Replacement

☐ Class I Div 2
☐ ASME B31.1 & 31.3
☒ Level and Flow Control
☐ Primary & Residual Disinfection
☐ Strainer
☐ Transfer & Blending
☐ Drive & Control Pumps
☒ ProfiNet
☒ Air Compressor
☐ >99% Duty
☒ 0-100% Flow & Power Turndown
☒ No Filtrate Loss
☒ Automatic TMP Rinse
☐ Viton Gasket Material

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☒ Full Remote Capability
☒ Camera
☒ 1 Year Warranty
☒ Inline pH Control
☐ Inline Oxidation
☒ EPDM Gasket Material
☒ NEC UL508A
☒ High Reliability & Durability
☐ Gravity Discharge to Clear Well
☒ 10 Years Membrane Warranty

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2 SYSTEM SOLUTION

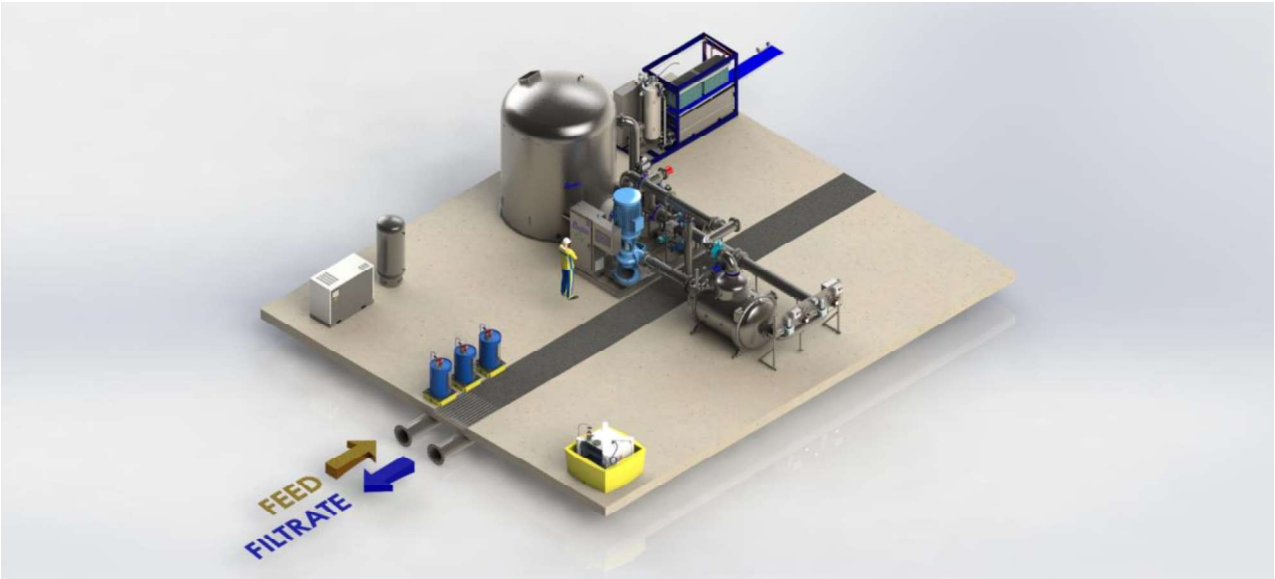

Figure 1: *Cuf* ® Typical **M54** Plant Layout 1.0 MGD

The *Cuf* ® is a continuous ultra-filtration ceramic membrane process that uses dynamic shock to inhibit fouling and eliminate filtrate loss.

Footprint Drawings are found in Section 10.

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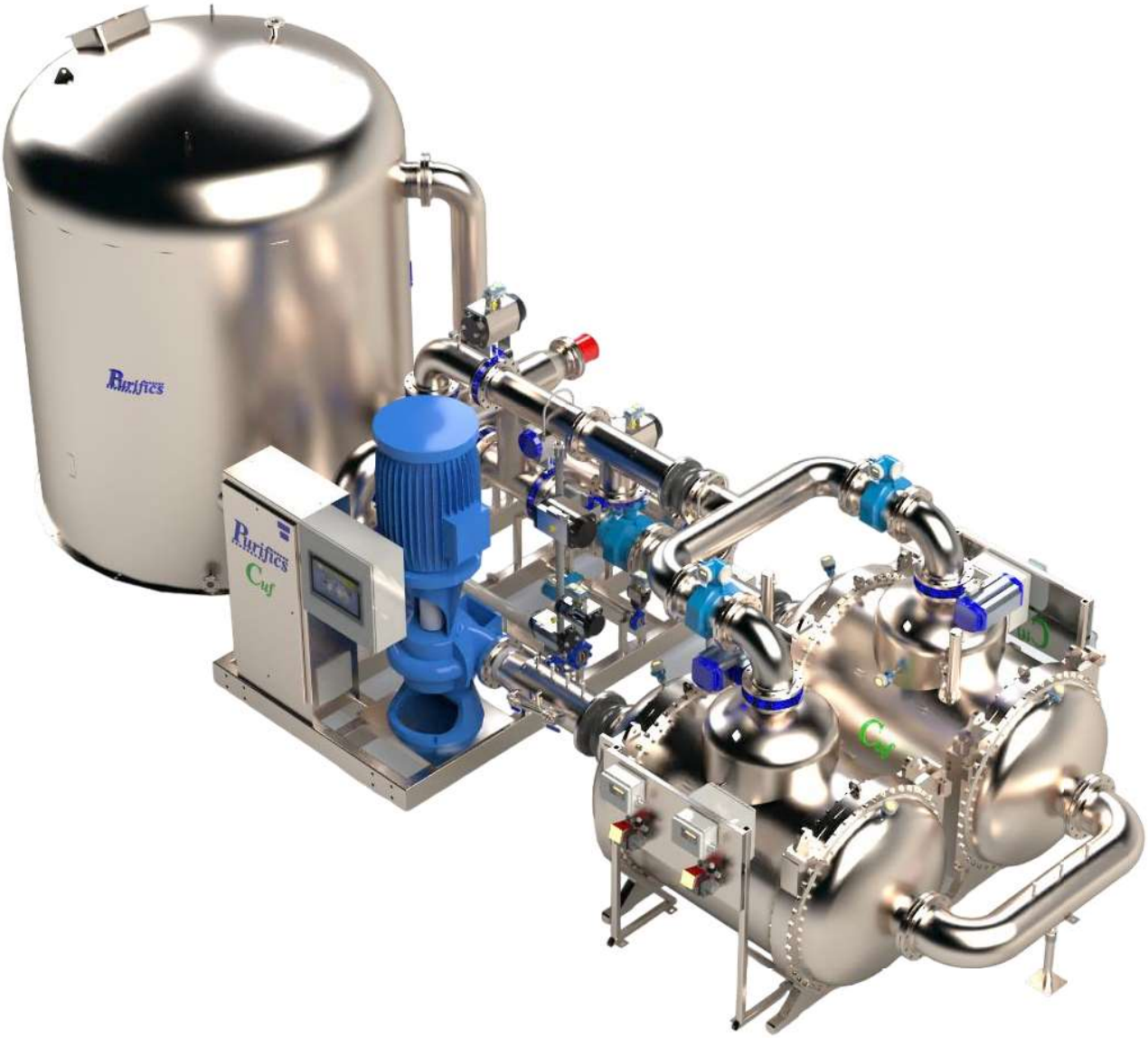

Figure 2: Typical *Cuf* ® **DM54** Platform With Turbidity Probes

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Figure 3: Typical *Cuf* DM54 Platform

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2.1 Raw Water Feed "Frogs & Logs Removal"

Client will provide feed water screened to remove particulate nominally greater than 2 mm/0.07" in **any dimension**. *Cuf*® system is equipped with a fail-safe wye strainer on the feed line in case of an upset.

2.2 Capacity

The *Cuf*® M54 system is designed to deliver 1.0 MGD.

2.3 Flux Determination

The pilot test demonstrated a **flux of 250 GFD**, with an anticipated Trans Membrane Pressure (TMP) in the 5 to 25 psi (0-1.7 Bar) range.

2.4 Redundancy

To address the client's redundancy objectives, the proposed system includes:

1. Two pre-wired PLCs. In the event of a PLC failure, the second PLC can take control after the manual swap of the program SD card. The defective PLC can be replaced at a future date with a simple plug and play action by available personnel. If required, automatic swap PLCs can be installed at additional cost.
2. Additional capacity can be obtained of each platform by running at higher fluxes, at a cost of higher TMP operating pressures.
3. Miscellaneous valve or sensor failures may or may not impair rated performance. The system can continue to operate in this impaired condition. These types of components can be quickly replaced by available personal and hand tools using off the shelf components such as pressure transducers, valve actuators, etc.
4. The *Cuf*® system solution is equipped with one air compressor for each *Cuf*® platform. The air compressors are interconnected for redundancy capability.

2.5 Operation Performance Robustness & Durability

The complete integrated process ensures a high level of reliability, robustness, redundancy, durability and adaptability to changing flow rates and load conditions.

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The systems use proven components with extensive field track records, and with fully developed software, sensors, and controls. The practiced process philosophy uses readily available off-the-shelf components available from multiple sources of supply.

The *Cuf*® process is unique in that it can operate at continuous duty for extended periods of time. In the *Cuf*® process the Trans-Membrane Pressure (TMP) is modulated (typically between 0 -25 psi) in order to maintain the required flow rate, set point or flow condition. This way the desired flow rate is always maintained regardless of water temperature or filtration challenges.

The Purifics *Cuf* process has **No** filtrate loss, **No** back wash or **No** back pulse and **No** Pretreatment.

2.6 *Cuf*® Membrane Life

The design life for the membrane is 25 years with no end of life. There is no need for removal of the membranes for the design life of the component. Integrity tests or inspection would be for Regulatory requirements only. This product pedigree has been commercially applied since 1993. Purifics' oldest Continuous Ultra-Filtration system is a 1998 install (18 years) on ground water at 99% duty with regulatory oversight with no membrane replacement.

2.7 Elimination of Bio-Fouling

The *Cuf*® process inhibits bio-fouling mechanisms using Purifics' proprietary dynamic shock technology. Purifics has been developing and fielding ceramic membrane systems since 1993. Bio-fouling can only occur when the *Cuf*® system is not properly shut down for extended periods under suitable nutrient conditions. Recovery from Bio-fouling involves a simple and automated TMP rinse.

Cuf® systems can employ an automated 'Extended Shut Down' Procedure that is activated if the system is shut down for extended periods to prevent bio fouling.

2.8 Coagulation (Concentrated Sweep Floc)

To remove DOC, coagulation is performed in the In-Situ Reactor (ISR) of the CUF which eliminates pre-treatment. A concentrated sweep floc is generated and the rapid mixing generates more efficient coagulation to occur versus traditional coagulation/flocculation/clarifier process. The *Cuf* PLC controls all chemical addition which is included in this proposal.

For this surface water application, **pilot testing demonstrated a dosage of 40 mg/L of Aluminum Chloralhydrate (ACH)**.

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2.9 Chemical Feed

The *Cuf*® PLC controls all chemical addition, measurement and level as identified in this proposal.

2.10 TMP Maintenance Rinse

In-situ hypochlorite/sodium hydroxide and acid (citric acid) rinses will be periodically required to remove foulants (i.e., biological, colloidal and unreacted ACH) that slowly build up in the membrane during surface water operations. It is anticipated that these rinses will occur twice a week as demonstrated in the pilot. TMP rinses are an automated process that last about 75 minutes in duration. TMP rinse solutions may be neutralized in the concentrate loop prior to discharge if required by the client.

The TMP Maintenance process is equipped with an immersion heater which is used when sodium hydroxide is added.

2.11 Turbidity Monitoring

The *Cuf* system includes:

- Raw influent and filtrate turbidity sensors

The readings from these devices are continuously monitored and recorded by the SCADA system and trigger alarms should abnormal readings occur.

2.12 Adaptive Control and Diagnostics

The PLC software, sensors, and SCADA is designed to monitor the system's performance in order to allow the system to adapt in real time to changing operating conditions (i.e., daily flow volumes, filter loading) and to flag variances or changes in system operation. The control system is connected to the plant control system via a gateway.

2.13 Ready to Operate on Demand

Cuf® is fully tested and operational prior to delivery. The *Cuf*® system will be operated on demand. Extended shut-down periods will not impact the life or durability of *Cuf*® system.

2.14 Local & Remote Support

Remote internet support is available directly from Purifics and or other sources.

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3 SYSTEM OPERATION DESCRIPTION

3.1 Process

Surface Water is pumped to the ***Cuf*** equipment by a feed main.

1. The inlet turbidity is read
2. Coagulation injections occur at the ***Cuf*** platform
3. The solids are filtered, and the Turbidity is measured
4. The filtrate is discharged to the clear well
5. A percentage of water is circulated back to the ISR tank
6. Hypochlorite is to the concentrate loop for primary disinfection
7. Concentrated solids are discharged from the ***Cuf*** unit to obtain a mass balance in the concentrate loop
8. The blowdown is sent to the **DeWRS** for dewatering to achieve zero liquid discharge
9. The DeWRS filtrate is sent to the ***Cuf*** ISR tank
10. The ***Cuf*** system responds to the demands placed on it to the limits of its design
11. The **DeWRS** solids are conveyed to a dumpster
12. In-situ acid and caustic rinses (TMP rinses) will be periodically required to remove foulants. This operation starts automatically when required (based on system configuration). Once the TMP rinse is completed, the system will return to purifying raw water.

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3.2 System capabilities

3.2.1 Configurable System

All operations are performed through the SCADA system, including system set points, on/off, trending, and data logging. The system can be inspected via remote monitoring.

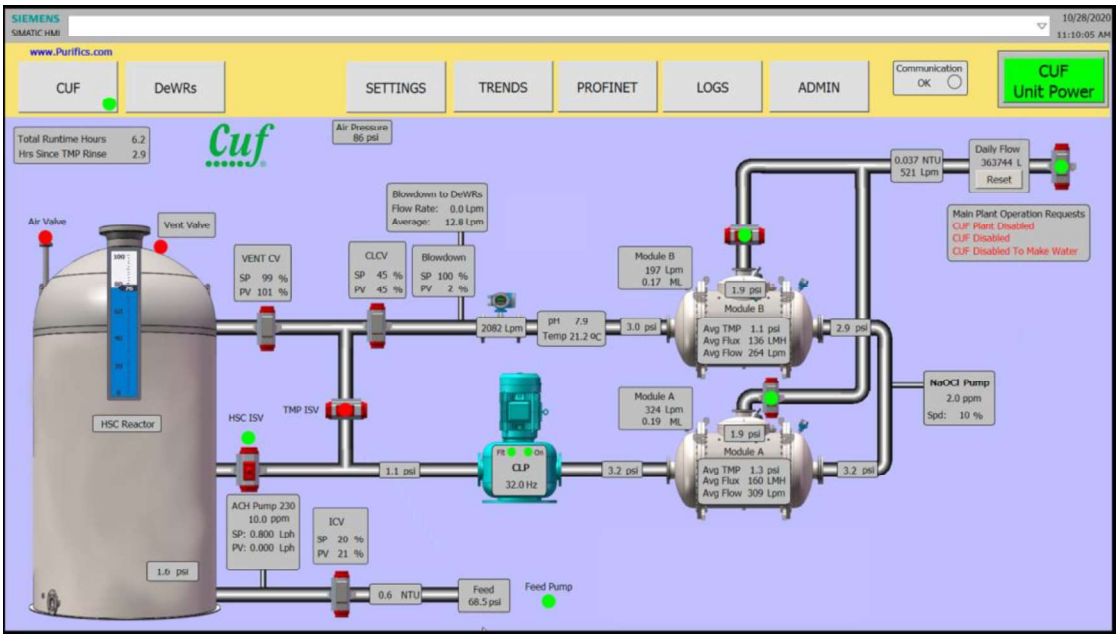

Figure 4: Typical *Cuf*® SCADA Screen

3.2.2 Access, Security, and Logging

Secure User Logs on all functions, for added levels of security and traceability.

3.2.3 Trending and Data Logging

Real time and historical trending capability for process optimization and verification.

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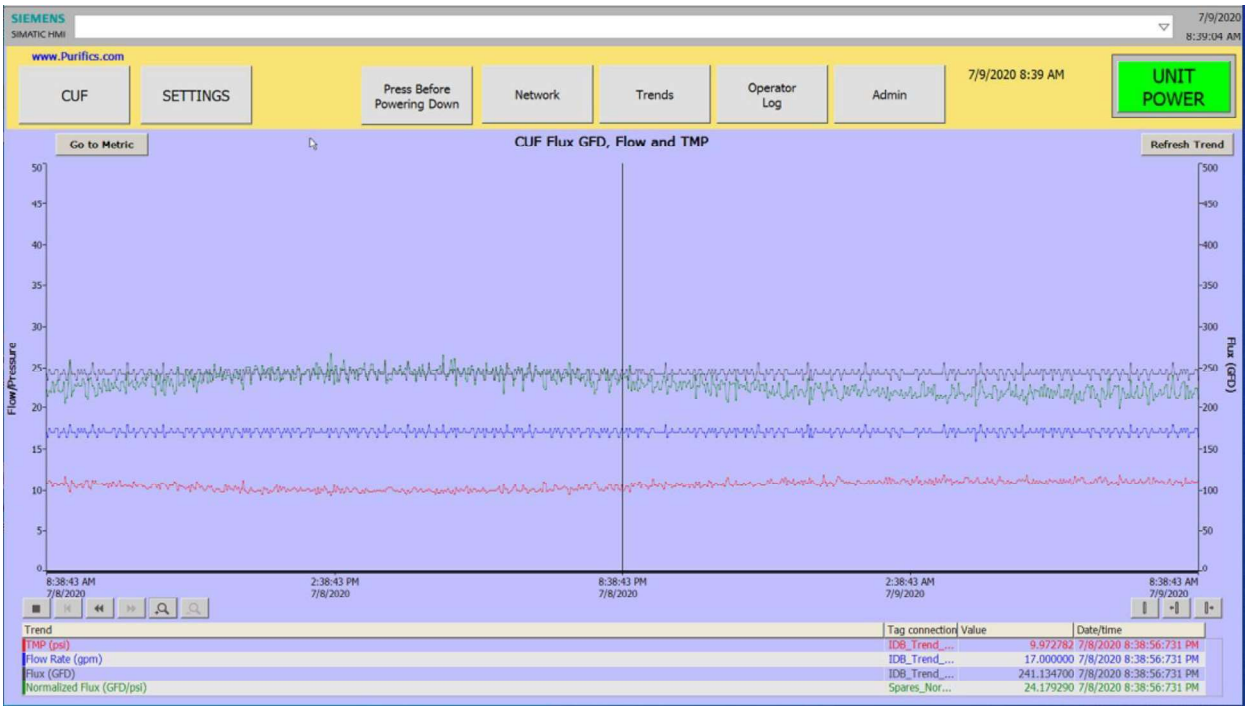

Figure 5: Typical Log Data Trend

3.3 O&M Requirements

The ***Cuf*** ® process has a 20,000-hr service interval for the prudent inspection of pumps and valves. The only other maintenance requirement is the prudent inspections and calibration of sensors. ***Cuf*** ® is constructed from readily available off the shelf components that are globally available and recognized.

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4 *CUF* ® SYSTEM SPECIFICATIONS

The *Cuf* ® system consists of:

- One (1) *Cuf* ® (Continuous Ultra-Filtration) **M54** platform
- One (1) Integrated *DeWRS* **D160**
- One (1) Inlet and Filtrate Turbidity Probe
- One control cabinet with two (2) **PLCs** (one active and one backup with manual swap)
- One (1) HMI
- One (1) Air compressors and one accumulator tank
- One (1) chemical dosing system for the Alum coagulant, and 2 TMP Rince Chemicals (Sulfuric Acid & Sodium Hydroxide).
- A second sodium hydroxide feed pump and pH probe assembly mounted in break tank for post CUF neutralization
- TMP Rinse Chemicals will be pumped directly out of their drums
- One (1) break tank with dual discharge pumps

4.1 M54 Platform Specifications

- Quantity One (1)
- Platform capacity up to 1 MGD at 99% duty with 0 to 100% turndown capability
- Maximum flux of 250 GFD as demonstrated in the Pilot
- Design life of 25 years with high reliability in a general-purpose location
- Primary material of construction is 316/304 stainless steel or FRP
- All O-rings, seals and gaskets are EPDM, unless specified otherwise
- Integrated 16 mesh (1.2mm) inline strainer on the inlet as a safeguard to prevent oversized foreign objects from entering the system
- Tank with 6” diameter clean-out flange, pressure relief valve, air release/vacuum valve and drain
- System equipped with ¼” sample ports and valves for ease of sampling and calibration activities
- Automated TMP (Trans Membrane Pressure) maintenance using acid and caustic
- Power supply is 480 VAC ± 5%, 3 phase, Delta
- Air Prep

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- All electrical components will be constructed of UL approved components and housed in a NEMA 4X cabinets with electrical certification to NFPA70 (NEC) and UL508A
- Power supply is 480 VAC ± 5%, 3 phase, Delta
- Air Prep
- All electrical components will be constructed of UL approved components and housed in a NEMA 4X cabinets with electrical certification to NFPA70 (NEC) and UL508A

4.2 Break Tank

Figure 6: Typical FRP Break Tank with Duplexed Transfer Pump Set UP

- Nominal 3000 gallon FRP break tank, nominally 8 ft in diameter
- Two (2) NSF/ANSI 61 discharge pumps each at 1400 gpm & 40' of head.
- One pump on, one on stand-by, lowest run time pump activated at start up.
- Two (2) 25 hp VFDs installed in a 480 volt NEMA 4 cabinet
- All piping stainless steel with one misalignment coupling, isolation valves, check valve

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- One sample port on common discharge line

4.3 Platform Instrumentation

Concentrate loop with temperature, flow & pH sensors:

- Endress + Hauser Mag Flow Meters
- Endress + Hauser Ceramic Pressure Transducers
- Endress + Hauser pH and Temperature Probes

Figure 7: Typical E+H Instruments (Flowmeter, Level Transmitters and pH monitor)

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4.4 Platform Loop Pump

- Paco Grundfos or equivalent
- Baldor/WEG motors or equivalent
- VFD controlled pumps to minimize and optimize power requirements
- ANSI 61 certified for drinking water applications
- Premium Efficiency (NEMA 12-12), Inverter duty type
- Service Factor of 1.15
- TEFC enclosure
- Mechanical Seal
- Pump material is cast iron and wetted parts are protected with corrosion proof coating (Scotchkote 134).
- Stainless steel impeller
- EPDM elastomers

Figure 8 PACO (Grundfos) KPV Vertical Split Case Pump

4.4.1 Platform Loop Pump VFD

- PWM type variable frequency adjustable speed drives, each with a continuous output amperage rating at least 20% of the peak FLA of the motor
- Capable 110% overload for 57seconds and a 150% overload for 3 seconds
- Selectable V/F pattern, including:
  - Constant Torque
  - Variable Torque
  - Voltage Torque Boost
  - Flux Vector Control
- Line side MOV protection, load side ground fault protection included
- 2%-line reactor built within

Figure 9 Typical Loop Pump

4.4.2 Platform Valves

- Butterfly, Bray or Burkert valves or equivalent
- Valve Actuators, Burkert or equivalent

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- Valve controllers, Burkert or equivalent: PROFINET compatible

Figure 10: Typical Valve Assembly

Figure 11: Typical Valve Instruments

4.5 Turbidity Probes

- Two (2) Hach turbidity meters (Hach 5300 for raw water / Hach 5400 for filtrate) with solenoid isolation valves

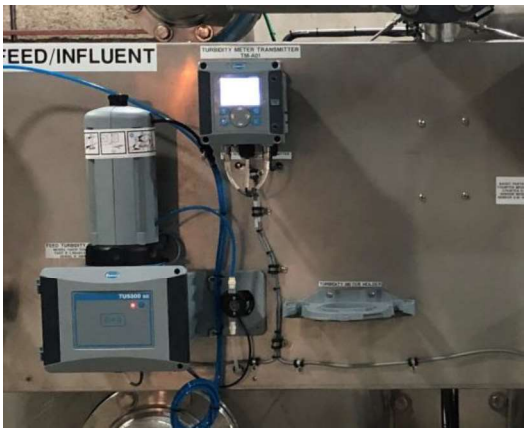

Figure 12: Typical Turbidity Probe Installation

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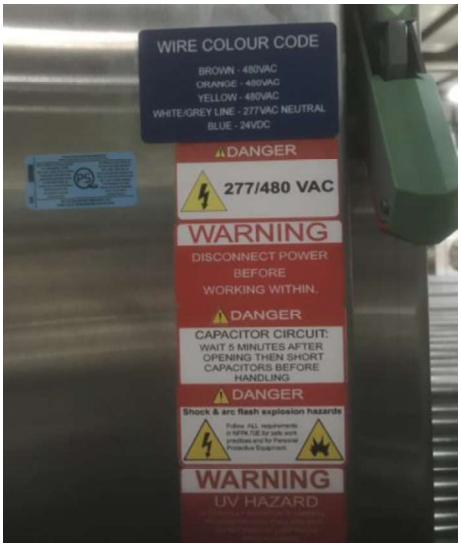
4.6 Cabinets

4.6.1 Platform Mounted Motor Control & Immersion Heater Cabinet

Figure 13: Typical Electrical Platform

- Power supply is **480 VAC + 5%, 3 phase, delta**. One drop to each platform with disconnect rated for 177 FLA Amps
- Contains disconnect, VFD, 24 Volt DC power supply
- Switching for immersion heater
- Volts, Amps, Phases, Delta, FLA name plate secured to electrical cabinet door



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- All electrical components constructed of UL approved components certified to NFPA70 (NEC) and UL508A.

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- Electrical and control wiring drawing supplied in cabinet at time of delivery

4.6.2 Control Cabinet

Figure 14: Typical *Cuf*® Control Cabinet with HMI

- One (1) Control Cabinet, NEMA 4X, for the entire system. Location TBD.
- Two (2) Siemens PLC (CPU 1500 Series) or equivalent
- Entire platform is based on Siemens TIA Portal V19 PLC Software
- Capacitance UPS with nominal 20 minutes duration for PLC and HMI only
- The system is monitored and operated by a fully developed SCADA with built in touchscreen interface on an IPC computer
- The SCADA is adaptable to display & control existing or future equipment with automated reporting capability. It is equipped for remote access via the internet/LAN for control, data transfer, report generation, and automation logic upgrades

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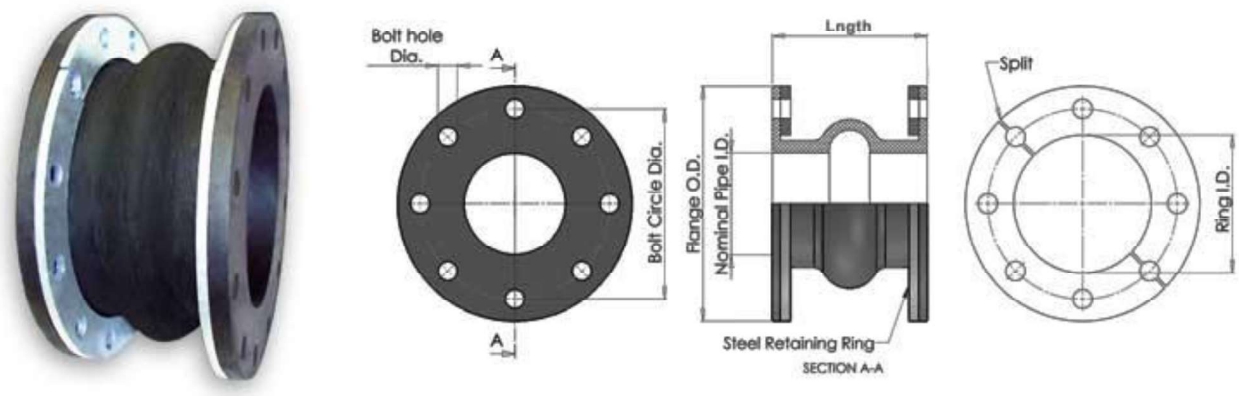
- Control instruments are pneumatic, 24 VDC or 4-20 mA. These include temperature/pH, turbidity, pressure and flow transducers, solenoids and control valves and are on the control network
- A communication gateway can be provided by the client to interface with the CUF's Siemen's PLC if the clients' PLC is not Siemens.
- 24 VDC power from Platform MCC

4.7 Misalignment Couplings



4.8 Immersion Heater

- 480 Volts, 3 phase, TBD FLA
- Flange: ANSI 150#
- NEMA 4 Enclosure
- NEMA 4 Enclosure (Moisture Proof)
- Temperature Control: Thermocouple Type J

Figure 15: Typical Immersion Heater

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4.9 Network

4.9.1 PLC

- Two (2) Siemens PLCs (CPU 1500 Series) or equivalent (one operating, one backup)
- Manually Swapable by changing PLC card and profinet cable to other PLC

4.9.2 Control Network

- PROFINET communication network between all process valves and flowmeters, HMI's, and PLC's. 4-20mA I/O's for pressure transmitters and pH & Temperature transmitters
- PROFINET network allows for easy troubleshooting and feedback from individual components.
- PROFINET network allows for fast and reliable communication between individual platforms as well as control room HMI's/PLCs

4.9.3 Platform HMI & SCADA

Figure 16: Typical *Cuf*® Remote HMI Screen

- The system is supplied with one (1) 22" panel-mounted color IPC for the HMI with built in touchscreen interface to be mounted in the control cabinet. One HMI for the

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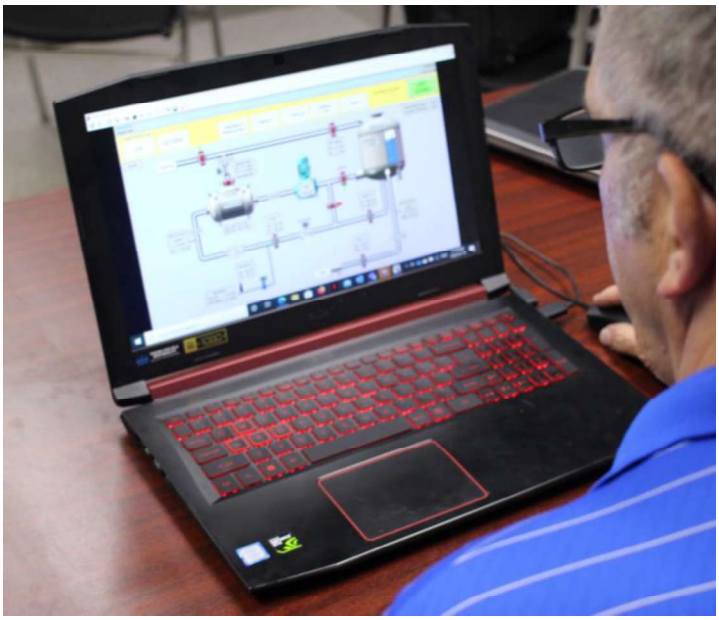
entire *Cuf*® System. A single PROFINET cable connection allows for all process parameters to be monitored and controlled.

- The SCADA powered by Siemens TIA Portal is adaptable to display & control existing or future equipment with automated reporting capability. It is equipped for **remote** access via the internet/LAN for control, data transfer, report generation, and automation logic upgrades.

4.9.4 Remote Monitoring and Control

- An MGuard VPN router will be supplied with the equipment to provide remote monitoring and control. The client must supply a wired internet link to the WAN side of the router.
- A POE camera will also be supplied to allow viewing of the equipment remotely. The camera will be integrated with the router. Camera is accessible from any internet browser



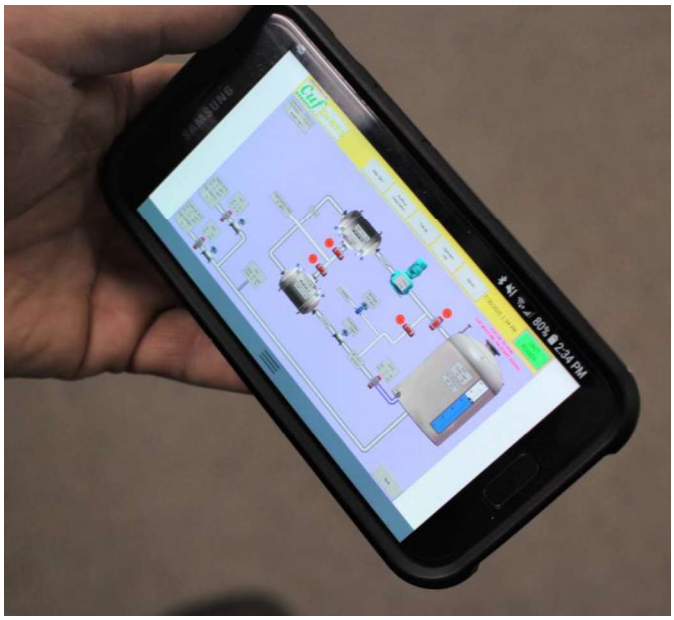


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Figure 17: Typical Full Remote Monitoring Control and Video

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4.10 Air Compressor

- Atlas Copco SF8 or equivalent:
  - Quantity One (1)
    Each SF8 Compressor
  - 28.4 cfm @ 116 psi
  - 480 Volt, 3 phase, 30 HP, 60 FLA
  - 270 L Air receiver, Common to all Air Compressors
  - Quiet operation (< 85 dBa)
  - **40 min operation per hour (65% load)**
  - Oil free operation with integrated drain
  - Air Quality Classification: ISO 8573-1:2010 CLASS 1:4:1
  - Air Fault Alarm by PLC to SCADA.
  - Air Prep
    - Manual Shut Off Isolation Valve
    - 0.3 Micron Filter Regulator Coalescing
    - 0.01 Micron Filter Coalescer
    - Adsorber: Activated Carbon
  - Normally open manual isolation valves on each air compressor discharge.

Air compressor support equipment to be provided by client:

- Interconnect lines must be stainless steel tube
- Electrical drop 480V AC, 3 phase, 27 FLA

Figure 18: Typical Air Compressor, Accumulator & Air Prep

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4.11 Chemical Feed Systems

Includes all wetted components from secondary containment, including the chem pump to the injector on *Cuf*® system. **NOTE: Purifics does not accept ANY modification of the Chemical dosing system**, as it could affect performance, safety, or durability. Chemical lines will be color coded at *Cuf*® platform and pump discharge.

4.11.1 Alum Coagulant Feed Systems (Quantity 1)

- Grundfos Model DDA-FCM pumps
- Each pump will be provided with PRV/Back-pressure valves
- FCM pumps have an internal flow meter and auto-calibrate.
- **PROFINET** communication – Pump Status (warnings and faults) displayed on HMI
- Pumps to be remotely located within 50 ft of tubing run unless otherwise specified.

4.11.2 TMP Rinse Chemicals & Neutralization (Quantity 3)

- 2 TMP Rinse Pumps & 1 Post CUF neutralization pump
- pH probe mounted in break tank
- Grundfos Model DDA-FCM pumps (Acid and Caustic)
- Each pump will be provided with PRV/Back-pressure valves
- FCM pumps have an internal flow meter and auto-calibrate.
- **PROFINET** communication – Pump Status (warnings and faults) displayed on HMI
- Pumps to be remotely located within 50 ft of tubing run unless otherwise specified.

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Figure 19: Typical Chemical Dosing Pump Installations

Figure 20: Typical Foot Valve with Low-Level & Low-Low-Level Alarms, Injector, Multi-Function Valve, 50 ft Tubing

4.11.3 Chemical Feed system Materials

- Pump Dosing Head: PVDF
- Pump Gaskets: PTFE
- Pump Ball: Ceramic
- Tubing: PE

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4.12 DeWRS D160

- One (1) D160 ***DeWRS*** platform
- Stainless Steel Concentrate Tank
- Chain Drive Motor – 480 V, 3 Phase, 1HP Motor
- Stainless Steel vacuum tank with 480 V 3 Ph, 5 hp pump
- With conveyor ½ hp motor
- Automated controls integrated with ***Cuf***

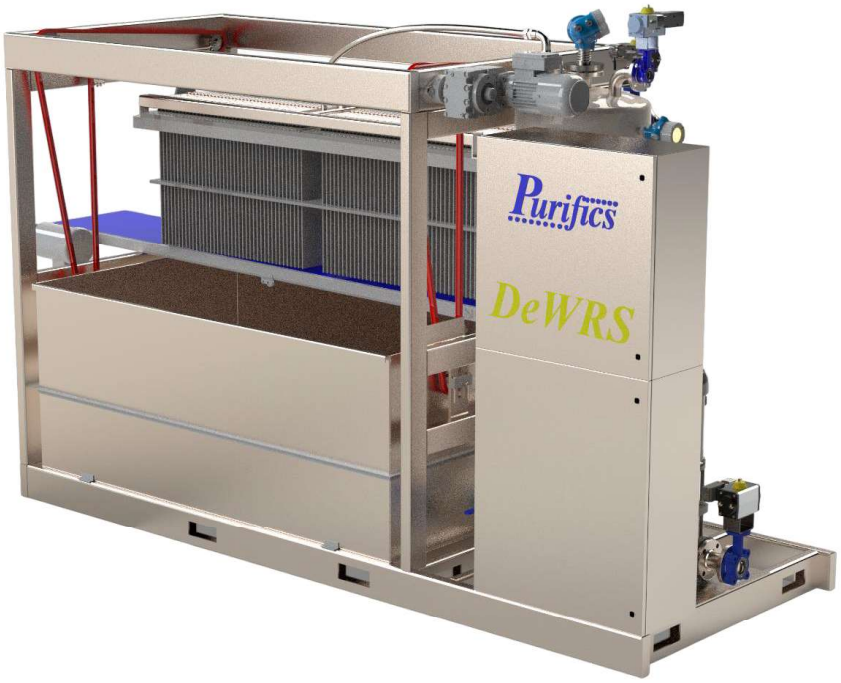

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Figure 21: Typical *DeWRS* ® **D160** Platform

4.13 Code, Construction & Pressure Test Exemption

Section VIII Division 1 Code Exemption
"(2) Based on the Committee's consideration, the following classes of vessels are not included in the scope of this division;"
"(-f) a vessel for containing water under pressure, including those containing air the compression of which serves only as a cushion when none of the following limitations are exceeded:
(-1) a design pressure of 300 psi (2 MPa);
(-2) a design temperature of 210'F (99'C);"

4.14 Platform Connections

4.14.1 Raw Water Feed

- The *Cuf* ® system will be fed raw water. If the feed pump is selected, the feed pumps will pressurize the raw water feed prior entering to the *Cuf* ®.
- Feed flow rates and the totalized flow will be data logged and displayed on SCADA. The flow set point is configurable on the SCADA system.

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- *Cuf* ® system is equipped with Inlet and Outlet Control Valves to provide flow control into and out of the unit. On loss of power, instrument air and other control variables the system will shut down and isolate itself and prevent flow through the unit

4.14.2 Electrical Power

- Volts, Amps, phases, delta FLA name plate secured to electrical cabinet for easy identification.
- Power supply is 480 VAC ± 5%, 3 phase, delta. One drop to each platform with disconnect rated for TBD Amps
- All electrical components will be constructed of UL approved components certified to NFPA70 (NEC) and UL508A. Other electrical inspections CSA or UL available
- Electrical and control wiring drawing supplied in cabinet at time of delivery

4.15 ANSI 61 Compliance

The combined system is ANSI 61 compliant except for DeWRS hose which is FDA approved, as outlined in **Appendix 2** below.

4.16 Manuals

- The OMSI manual has four section as follows:

  I. Operations
  II. Maintenance
  III. Support
  IV. Installation

- In Adobe portable document format (pdf)
- Resident on touch screen HMI
- Vendor Component service manuals on paper or in Adobe portable document format (pdf) as available

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4.17 Installation Features

The system is composed of self-contained platforms with pockets integrated into the support frame and/or bolting holes to install positioning wheels, so the units can be rolled into position individually by using a Forklift or a crane. See Figure 22.

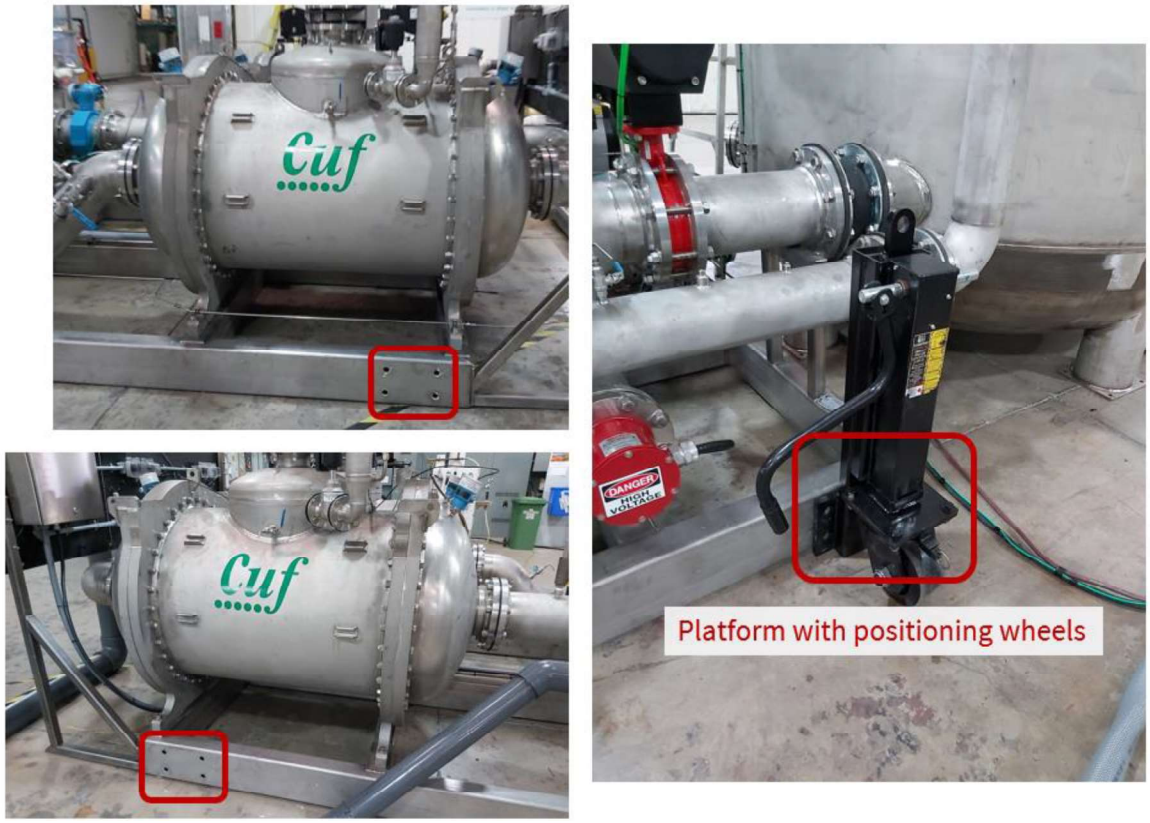

Figure 22: Platform with Bolting Holes and Positioning Wheels

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5 O&M COST STRUCTURE

5.1 Economic Comparisons

It is important to note the unique cost benefits this solution provides when evaluating cost structures, including the elimination of costs required by alternate or competing systems. These include:

- Lower construction costs with smaller and less complex buildings.
- No Surface water pre-treatment
- The *Cuf*® process has no back wash or back pulses or associated tankage.
- Remote operation & full automation included.
- Reduced operator & maintenance demand.
- Elimination of conventional liquid waste and associated equipment and costs.
- Integral pumping control eliminates system duplication and costs.
- Compliance reporting costs are reduced due to automated full data collection, logging, and reporting capability.

5.2 *Cuf*® Energy Consumption & Related Cost

The all in *Cuf*® System OpEx cost structure and chemical / power consumptions are detailed below. Costs are in $USD.

Estimated OPEX	$/1000 gal	$/m3
Energy Cost (0.537 kWh/kgal)	0.030	0.008
Alum Coagulant 130 ppm	0.208	0.055
TMP Rinse Cost 0.5 Per Week	0.0015	0.00040
Miscellaneous / Contingency/Maintenance	0.005	0.0013
O&M Cost Estimate	**0.244**	**0.065**

Cost and Consumption @ 2 MGD	Cost	Gal / Day
Energy Cost (Industrial Average $/kWh)	$0.056	
Coagulant - ACH (50%)	$1.04 / gal	400.3
Sodium Hydroxide (50%)	$2.30 / gal	0.084
Sulfuric Acid (98%)	$1.24 / gal	0.052

The *Cuf*® system solution offers an **order of magnitude lower operating cost** structure over conventional options. This cost structure has been confirmed in a pilot verification.

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5.3 *DeWRS* Energy Consumption & Costs

Energy Consumption will be 1.0 kW at 20 gpm (80 lpm) at nominal conditions for a D160 platform. At a power cost of $0.056 per kWh, this is an operating cost of <$0.06 per hour at nominal capacity.

5.4 Maintenance Costs

There is no *Cuf*® membrane replacement cost. Maintenance costs consist of replacing or repairing over time, moving or wear parts such as pumps, valves, sensors and Flux maintenance & consumables. High quality industry proven components are used with long established field histories in years. There may be some occasional flat plate ceramic replacement cost and statistical component failures.

5.5 Terms – Life Cycle

The true cost of a system is its life cycle cost, which is composed of capital cost and annual operating & maintenance cost. It is important to understand the overall cost impact of design decisions and the cost impact of variable flow rates and loadings of the water to be treated.

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6 STATEMENT OF WORK

The following statement of work depicts the activities required to supply the *Cuf*® system.

6.1 Engagement

After contract award, and receipt of the deposit, major and long lead components will be ordered. Timely delivery may be dependent on long lead items and is accounted for in the build schedule.

6.2 Project Tracking

The client is provided with monthly Progress Reports, issued the first of every month for the duration of the build. The progress report outlines the status of the build at that point in time and includes photos of work in progress, the schedule and impact of any potential changes in scope, completed and upcoming activities, submittals, percent completion and a list of clarifications and potential future challenges. Percent completion is the cost of existing and exposed material and labor as a percentage of project cost at the time of the report.

6.3 *Cuf*® System Manufacturing

The system will be manufactured to specifications in Section 4.

6.4 Factory Burn In

After construction, the integrated *Cuf*® system will be tested vigorously for mechanical and performance properties (i.e., pressure drops, flow rates, etc.), and run continuously. This 'burn in' procedure is completed before Factory Training and Factory Acceptance by the client. Burn In is typically two business days of run time.

6.5 Factory Acceptance (FA)

The Factory Acceptance is completed prior to shipping. At this time, the system is essentially complete and fully operating at Purifics site. The client proceeds to verify completion, check functionality and verify of hardware, integrity, process, SCADA, electrical, OMSI manuals and component documentation. The following activities are typical of FA:

- ✓ Hardware General verification
- ✓ Integrity Verification
- ✓ Process verification
- ✓ SCADA verification
- ✓ Electrical verification
- ✓ OMSI Manuals and component documentation

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The verification of the equipment and the review of the corresponding document will take approx. 4 hours. Client (or its authorized representative) must attend and sign off in order to proceed with the shipping.

6.6 Factory Training (FT)

"An ounce of prevention is worth a pound of cure"

Client training is conducted over a two-day period for a small group of personnel. The client's personnel become familiar with the equipment, its requirements, and actually operate the system prior to delivery. The training involves upsets and "what if?" scenarios to build operator skills and confidence. The training activity significantly reduces installation and start-up cost and time. It is recommended that representatives responsible for the following skill sets attend: Project Engineer, Plant Operator, Electrician, and Maintenance Personal.

During the Factory Training, the client is trained to operate the equipment which is exercised over its range of capability and upsets as can be accommodated at Purifics' facility. This is the opportunity for the client to review, make changes and operate the equipment prior to delivery. General maintenance requirements are also included in the Factory Training.

The Factory Training will build client confidents in the following areas;

- ✓ SYSTEM OVERVIEW
  - Process Theory Review
  - Component Review
- ✓ HEALTH AND SAFETY REVIEW
  - Review of Safety Hazards
  - Safety Data Sheets
- ✓ OPERATION OVERVIEW
  - Process Flow
  - Starting/Stopping the System in Automatic Mode
  - Manually Controlling the System
  - Sampling
  - Starting DIT Tests
- ✓ SCADA
  - SCADA Screens
  - Data Storage
  - Network Connections
- ✓ CHEMICAL DOSING SYSTEM
  - Chemical Dosing Pumps
  - Coagulant and TMP chemicals
- ✓ AIR COMPRESSOR
  - Installation & Commissioning

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- Air preparation
- Additional resources

✓ PURIFICS & VENDOR MANUALS
- Review OMSI Manuals
- "Installation" Section
- "Operation" Section
- "Maintenance" Sections
- "Support" Section
- Review Vendor Supplied Manuals (Paper & Electronic)

✓ SYSTEM MAINTENANCE
- Control Valves
- General Instruments
- DIT Instruments
- Equipment
- Others

✓ PROCESS MAINTENANCE
✓ UPSETS & RECOVERY
✓ WARRANTY
✓ SHIPPING

6.7 Factory Installation Training

A ½ day training focuses on Equipment Installation Training. This training focuses on how to; and what to look out for. It covers;

✓ How to move and lift the equipment
✓ What to inspect upon equipment arrival
✓ Shipping Documentation
✓ Shipping material to be removed
✓ How to properly pipe up the equipment
✓ How to prepare for startup & Commissioning
✓ Manufacture's Certificate of Proper Installation
✓ Etc.

6.8 Delivery

After testing the unit, the system will be packaged and prepared for shipment. The modular design of the system allows it to be easily broken down, loaded on a truck, and reassembled in the facility, saving start-up time and cost.

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Figure 23: Typical System Shipment

6.9 Foundation

Prior to delivery, the client or its contractor will prepare the necessary foundation and building for the system including power and plumbing. **This is a flat concrete floor with the necessary clearances**. See Drawing Section for additional detail.

6.10 Installation

After the system arrives on site, the clients' authorized contractor sets the system in place, provide primary power and plumbing. Peripheral instrumentation wiring termination (if any) is performed by Purifics. Onsite System Engineering Integration and Commissioning is eliminated as a result of the required activities (burn-in, FT, FA, etc.) and the modular design of the system.

6.11 Commissioning Option

Purifics will be on-site **to assist** in the installation, start-up and commissioning at per diem rates.

6.12 Remote Monitoring & Support

For two months following start up, a limited version of remote World Wide Support is provided to support the client's operations.

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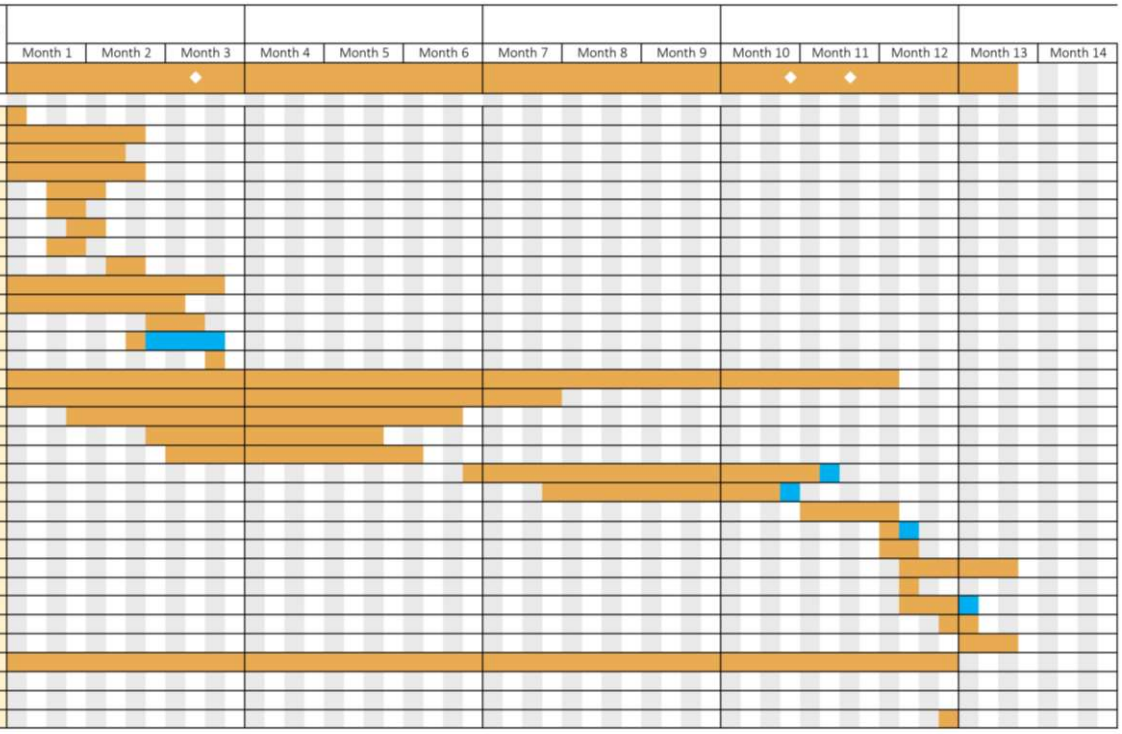
7 WORK SCHEDULE

Details to be confirmed at time of award as timely delivery may be dependent on long lead items, workload, and seasonal impact. Purifics estimates **12-18 months** for the build for the entire system.

Activity	% Completed
Project Overall	**0%**
KOM: Planning & scheduling	*0%*
Engineering	*0%*
CUF	*0%*
DeWRS	*0%*
General	*0%*
Air Compressors & Receivers	*0%*
Chemical Pumps	*0%*
Power/ Control Cabinets	*0%*
Engineering Final revision	*0%*
Procurement	*0%*
1st POs: Long Lead Items & Main components	*0%*
2nd POs: Instruments	*0%*
3rd POs: Misc. parts	*0%*
Procurement Final Check	*0%*
Manufacturing	*0%*
CUF	*0%*
DeWRS	*0%*
General	*0%*
Instruments	*0%*
DeWRS Final Assembly	*0%*
CUF Final Assembly	*0%*
Final Testing @ Purifics headquarters	*0%*
Mechanical Completion	*0%*
Electrical Inspection	*0%*
FAT & Delivering	*0%*
Factory Acceptance and Training (FAT)	*0%*
Delivery - TBC (Coordinated with Client)	*0%*
Installation - TBC (Coordinated with Client)	*0%*
Commissioning - TBC (Coordinated with Client)	*0%*
Deliverables	*0%*
Engineering Deliverables	*0%*
Production Deliverables	*0%*
FAT Report	*0%*



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8 DELIVERABLES

8.1 Client to Supply

- Point of contact / Project Manager.
- Necessary permitting as local, state or federal requirements dictate.
- Electrical Drops to CUF & DeWRS cabinets and Air Compressors sized for load.
- Power & Control Wiring from/to *Cuf*® Platforms
- Stainless Steel tubing from air compressor to CUF Platforms
- Stainless Steel piping between CUF platforms
- Raw Water, Filtrate and Concentrate piping to unit including primary solids removal to 2mm maximum dimension.
- Foundation; the client will prepare the necessary foundation and building for the *Cuf*® system including power and plumbing.
- Offloading and positioning of the *Cuf*® platform(s).
- Wired Internet link for remote monitoring.
- Shelter for the equipment between 10°C - 40°C. (50° F to 105° F) to accommodate possible; chemical constraints or electronic component limitations.
- Adequate conduits and/or raceways for fluid lines and cables.
- Secondary containment for chemical feed tubing
- Any and all chemicals.

8.2 Purifics' Deliverables

- *Cuf*® System as per specifications Section 4
- Interface documents 30 days after award
- Factory Acceptance and Factory Training documents prior to client visit
- Plus exercised options

8.3 Purifics Service Options

- Engineering and/or Installation and/or Onsite Support
- Available at standard per diem rates

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9 AFTER SALES SUPPORT

9.1 Spares, Policy & Pricing

Cuf® systems are built entirely from off the shelf components with long established field histories in related applications. *Cuf*® components are directly available from Purifics or our vendor's global warehousing and distribution system with typically 24 to 48 hours' notice.

9.2 World Wide Support (Option)

World Wide Support (WWS) is supplied via our remote monitoring and control centre at our London facility. A limited version of this support is provided at no charge during the first two months following system installation. Subject to client requirements, subsequent WWS may consist of:

- Real time remote monitoring.
- Real time remote training of on-site personnel.
- Real time remote software modification.
- Automated compliance monitoring and report generation.
- Automated updates and downloads of bulletin or manual updates.
- Varying levels of security to limit access and control.
- Simple, direct and immediate spares ordering.
- Additional On Site Support

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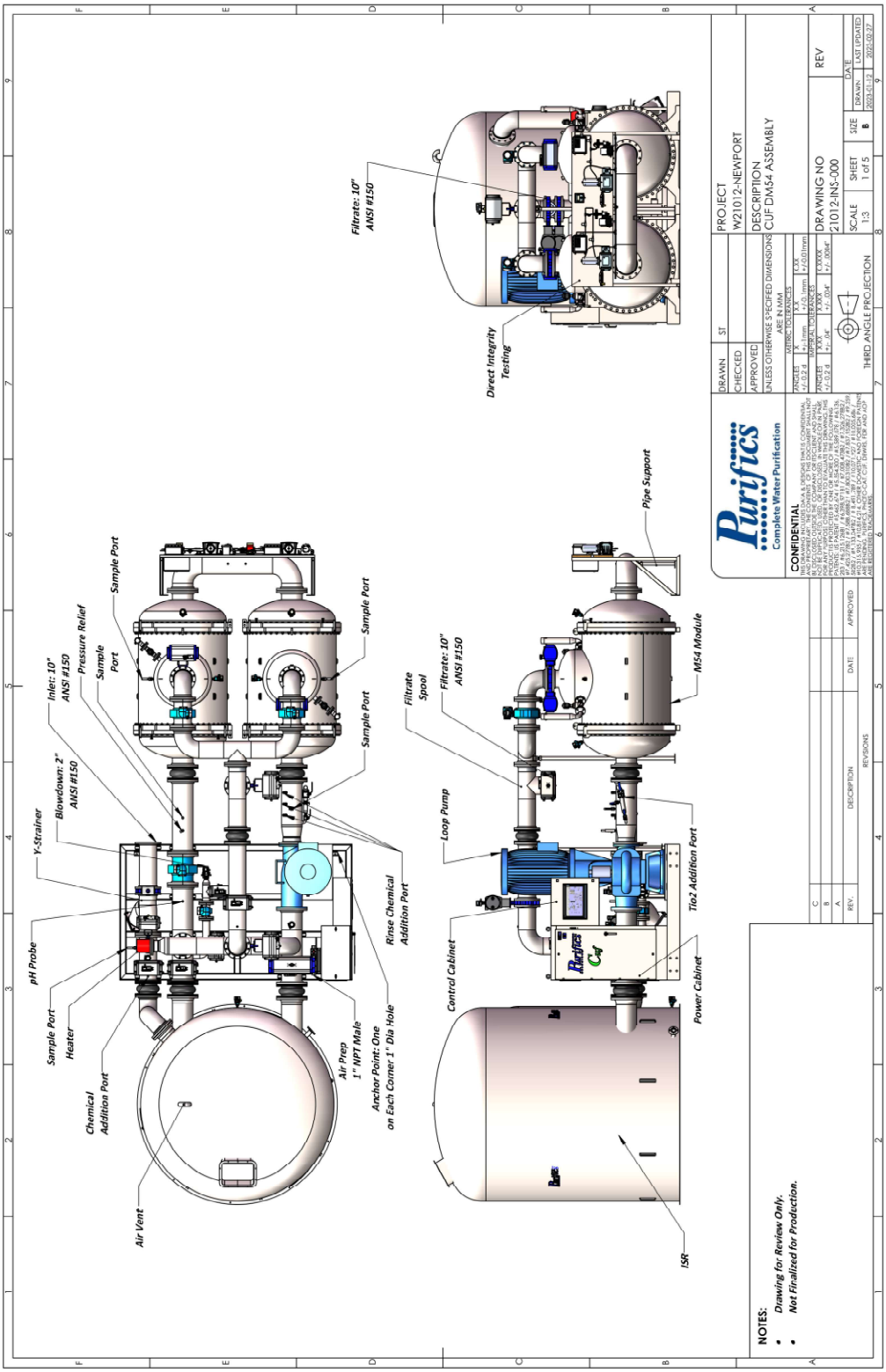
10 PRELIMINARY DRAWINGS



*single module only

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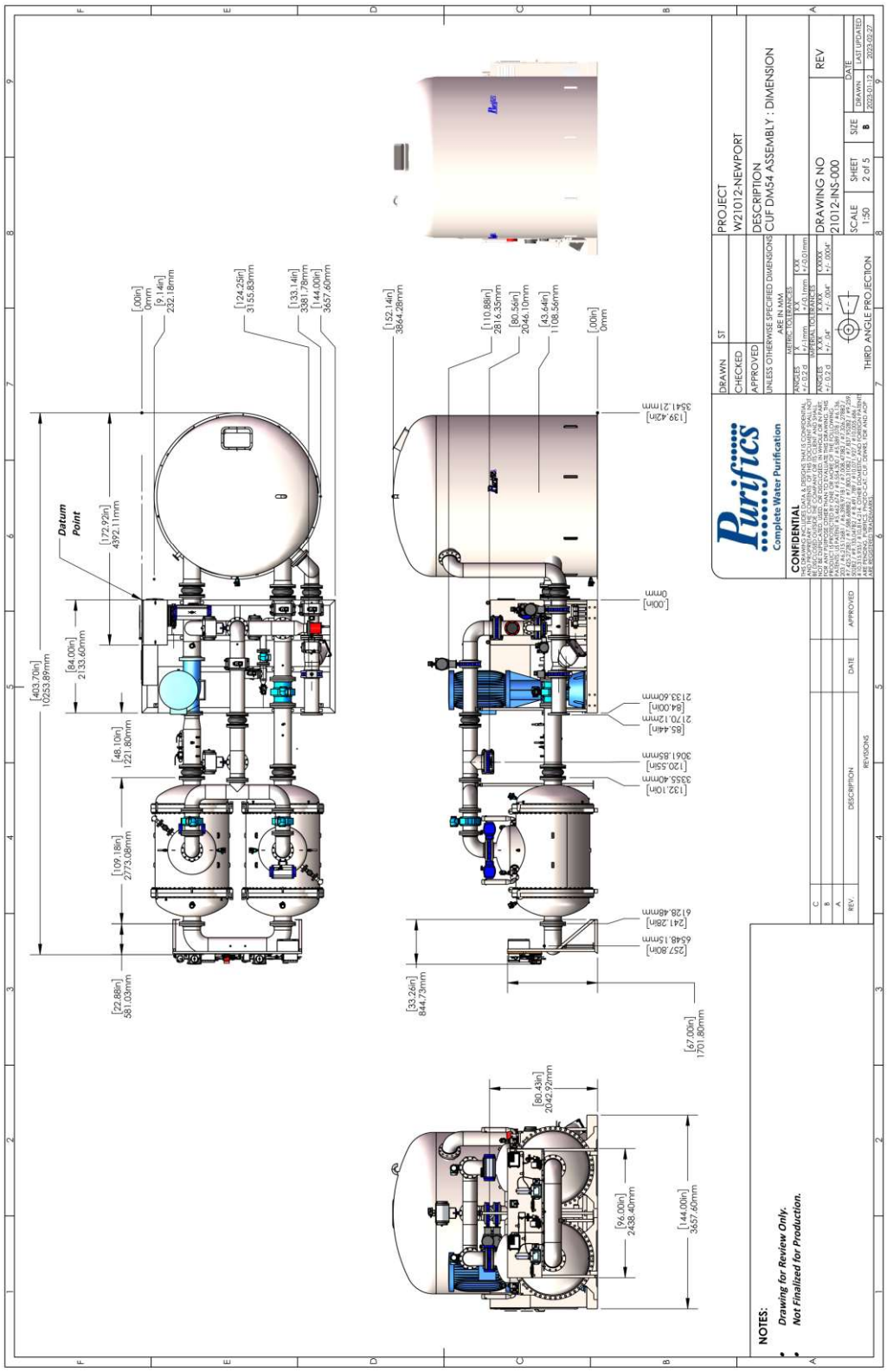

*single module only

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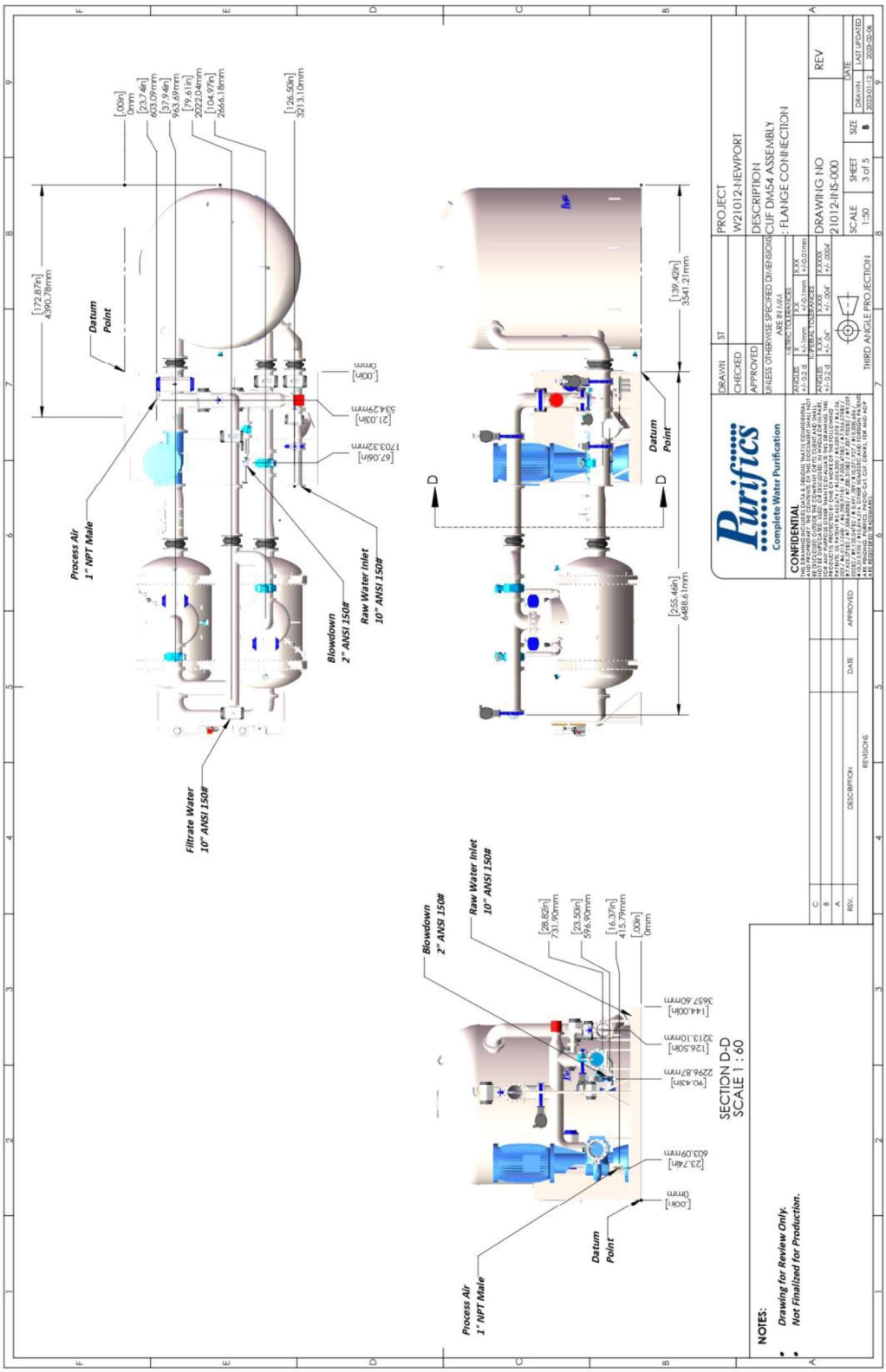

*single module only

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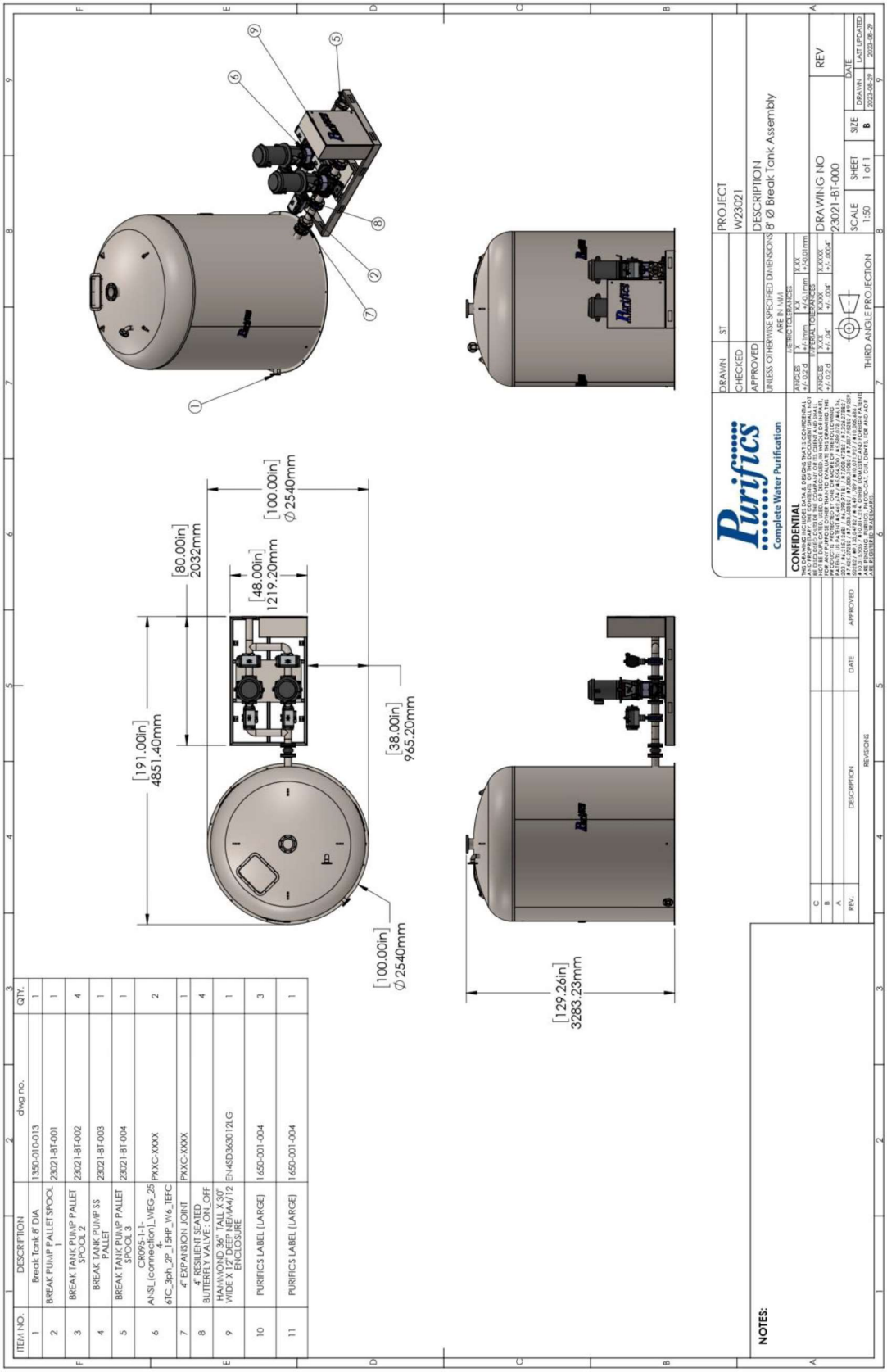

ITEM NO.	DESCRIPTION	dwg no.	QTY.
1	Break Tank 8' DIA	1350-010-013	1
2	BREAK PUMP PALLET SPOOL 1	23021-BT-001	1
3	BREAK TANK PUMP PALLET SPOOL 2	23021-BT-002	4
4	BREAK TANK PUMP SS PALLET	23021-BT-003	1
5	BREAK TANK PUMP PALLET SPOOL 3	23021-BT-004	1
6	CR095-1-1-4 ANSI_connection_VEG_25 6TC_3ph_2P_1.5HP_V16_TEFC	PXXC-XXXX	2
7	4" EXPANSION JOINT	PXXC-XXXX	1
8	4" RESILIENT SEATED BUTTERFLY VALVE : ON_OFF		4
9	HAMMOND 36" TALL X 30" WIDE X 12" DEEP NEMA4/12 ENCLOSURE	EH48SD363012LG	1
10	PURIFICS LABEL (LARGE)	1650-001-004	3
11	PURIFICS LABEL (LARGE)	1650-001-004	1

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Part 2 – Price & Terms

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11 PRICE

11.1 *Cuf*® M54 System

- As per specifications in Section 4
- Complete with Factory burn-in, Factory Training and Factory Acceptance

PRICE: $2,948,448 USD

11.2 Break Tank Assembly

- Complete with second pH probe assembly mounted in break tank and sodium hydroxide feed system for post CUF neutralization.

PRICE: $404,408 USD

11.3 Shipping

- As per Terms Section 12.3
- Shipping Address TBD & Point of Contact

PRICE NOT TO EXCEED: $50,000 USD

TOTAL PRICE: $ 3,402,856 USD

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12 TERMS

12.1 Equipment Payment Schedule

- 33% invoiced and due upon acceptance of purchase order.
- 33% due 120 days after acceptance of purchase order.
- 34% due immediately after Factory Acceptance and Training.
- All prices are in US dollars.
- Purifics does not collect taxes from the client (if any apply). If any taxes apply they are up to the client.
- Provide a Tax Exemption Certificate if sales tax is not applicable.
- Method of payment is electronic funds transfer or wire.
- 1.5% per month charged on overdue accounts.

12.2 Installation, Commissioning & Startup

- Invoiced monthly, due net 30 days

12.3 Shipping

- All prices ExWorks (London, ON)
- Client to provide Ultimate Consignee identification in writing, including consignee address and Company identification number, prior to release for shipment.
- Product will be prepared for shipment after receipt of third progress payment. Client to provide 10 days advanced notice of ship date.
- Shipping is arranged by Purifics and charged to client at *cost + 15%* and due upon receipt of invoice. Shipping insurance and brokerage will be included.
- Shipping expenses include the cost of transportation, packaging materials, loading equipment, insurance from dock to destination, etc.

12.4 Factory Acceptance (FA)

If the client fails to participate in *Factory Acceptance* within 14 days, the client will be invoiced third equipment payment for immediate payment.

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12.5 Patent License

The product supplied is protected by the following US Patents as a condition of purchase: **#11833476, #10940443, #10814284, #11572286, #11697097, #10071927, #11041565, #10005686, #10315935, #7326278, #7425272, #7588688, #7837952, #7800310, #9259502, #8491789, #9133047. Other Domestic and Foreign Patents are pending.** The purchaser agrees to honour these patents and to not modify the equipment, relocate the equipment, or sell the equipment without the approval of Purifics. This approval is not to be unreasonably withheld.

12.6 Priority

This proposal has priority over other contract wording.

12.7 Validity

This proposal is valid for 60 days from time of issue.

12.8 Disclaimer

Purifics is not the operator of the equipment at the client's location and will not operate the equipment. Purifics will provide technical and application support when clearly directed. Purifics makes no representation concerning the need for a Certificate of Approval or other forms of license to operate the treatment system. The client must determine for itself whether a Certificate of Approval or another form of license or permit is required in the applicable jurisdiction before the operation of this equipment commences. Purifics is not responsible for any compliance monitoring.

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13 WARRANTY

13.1 One Year General Warranty

Subject to the exclusions provided below, Purifics Water Inc. warrants for one year that the new *Cuf* ® System is free from defects in material and workmanship at the time of delivery. Warranty period begins on delivery date or one year after contract award, whichever occurs first. Purifics sole liability is to replace or refurbish, free of charge for parts and labour, any component that fails during use in accordance with its proper purpose. Warranty claims on components must be returned to Purifics Water Inc. prepaid to its facilities in London, Ontario. The part(s) must be accepted as having been defective in material or workmanship by Purifics. The defective part shall be exchanged for a new or comparable rebuilt part and shall be warranted until the end of the warranty period. The warranty applies only to defects arising out of the normal and ordinary use of the System.

This warranty is specific to the site location and application identified in this proposal. Warranty is void if the System is moved from the location or used in an application other than that specified in the original proposal, application and location.

To initiate a warranty, claim the client must submit an equipment return authorization (ERA) and receive an ERA number from Purifics.

This warranty does not apply to:

a) Travel and accommodation expenses incurred by Purifics Water Inc. for work performed at the installation site;

b) Use of parts or supplies other than O.E.M;

c) Loss or damage to System due to misuse, abuse, **alteration**, accident, failure to follow operating or maintenance instructions prescribed in the maintenance manual;

d) Any System from which Purifics identification number has been removed or which Purifics considers in its discretion has been repaired, altered, neglected or used in any such way as to affect the System adversely (reasonable wear and tear accepted) and without limiting the generality of the foregoing. This warranty does not apply to any spare or replacement part used in any Purifics System for which it was not designed.

e) Modifications to the control system and/or its software.

f) Stainless Steel, Glass or Flat plate ceramic membranes;

g) Components which are covered by individual manufacturer warranty are excluded from the general warranty. These components include air compressors, pumps, valves and instrumentation.

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This warranty is void if the Client or its Representative:

1. Declines the FA (Factory Acceptance) or FT (Factory Training) identified in this proposal.
2. Modifies the chemical feed system from its original design.
3. Modifies the software
4. Incorrectly installs process piping

THIS WARRANTY IS GIVEN EXPRESSLY IN PLACE OF AND EXCLUDES ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER UNDER COMMON LAW, STATUTE OR OTHERWISE. THERE IS ALSO EXCLUSION IN EVERY FORM OF LIABILITY FOR LOSS OR DAMAGE, DIRECT OR CONSEQUENTIAL, RESULTING FROM DEFECTIVE MATERIAL, FAULTY WORKMANSHIP, OR OTHERWISE.

13.2 10 Year Membrane Module Integrity Warranty

Subject to the exclusions provided below, Purifics Water Inc. warrants for 10 years the new ***Cuf*** ® Membrane Module Integrity from the time of delivery or one year after contract award, whichever occurs first. Purifics sole liability is to recover, free of charge for parts and labour, *any membrane module that*, within the warranty period fails to retain its integrity. The ***Cuf*** ® module must be returned to Purifics Water Inc. prepaid to its facilities in London, Ontario. The part(s) must be accepted as having been defective in material or workmanship. The membrane module shall be repaired or exchanged for a new or comparable rebuilt part and shall be warranted until the end of the warranty period. The warranty applies only to membrane integrity failures arising out of the normal and ordinary use of the System.

This warranty is specific to the site location and application indicated in this proposal. Warranty is void if the System is moved from the location or used in an application other than that specified in the original proposal, application and location

To initiate a warranty, claim the client must submit an equipment return authorization (ERA) and receive an ERA number from Purifics.

This warranty does not apply to:

a) Travel and accommodation expenses incurred by Purifics Water Inc. for work performed at the installation site;

b) Use of parts or supplies other than O.E.M;

c) Loss or damage to System due to misuse, abuse, alteration, accident, failure to follow operating or maintenance instructions prescribed in the maintenance manual;

d) Any Membrane Module from which Purifics Water Inc. identification number or seal has been removed or which Purifics Water Inc. considers in its discretion has been repaired, altered,

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neglected or used in any such way as to affect the System adversely (reasonable wear and tear accepted) and without limiting the generality of the foregoing.

e) Stainless Steel Components or Flat Plate Ceramics.

f) Any membrane subjected to freezing.

This warranty is void if the Client or its Representative:

1. Declines the FT (Factory Training) identified in this proposal.
2. Modifies the chemical feed system from its original design.
3. Modifies the software.
4. Incorrectly install process piping

THIS WARRANTY IS GIVEN EXPRESSLY IN PLACE OF AND EXCLUDES ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER UNDER COMMON LAW, STATUTE OR OTHERWISE. THERE IS ALSO EXCLUSION IN EVERY FORM OF LIABILITY FOR LOSS OR DAMAGE, DIRECT OR CONSEQUENTIAL, RESULTING FROM DEFECTIVE MATERIAL, FAULTY WORKMANSHIP, OR OTHERWISE.

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14 CLIENT APPROVAL

Signature: _____ Date: _____

Name: _____

Title: _____

Company: _____

Email: _____

Phone: _____

15 PURIFICS APPROVAL

Signature: B Butters Date: Sep 3, 2024

Name: Brian Butters

Title: Brian Butters, President

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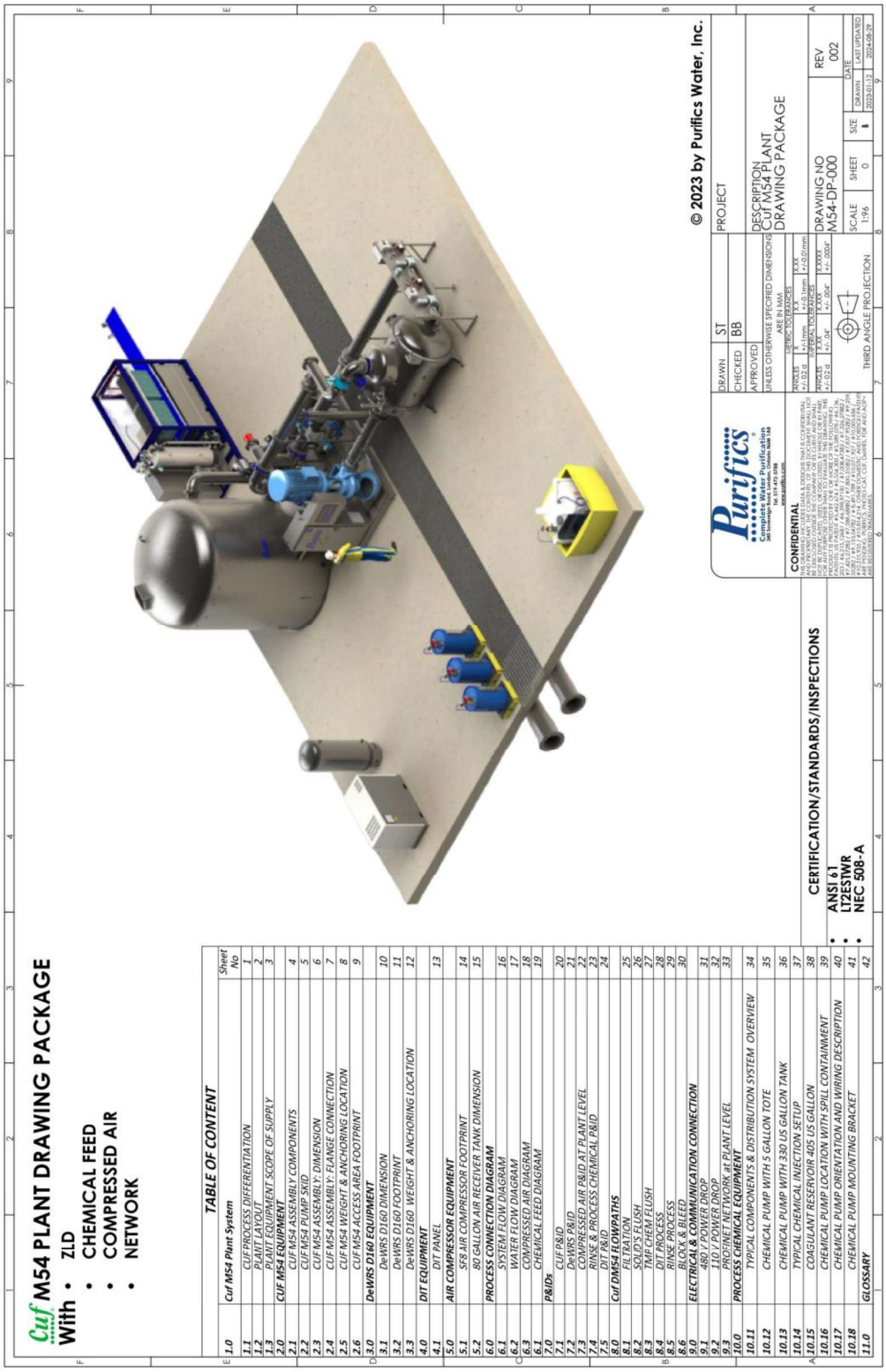
16 APPENDIX 1

16.1 Groundwater Drinking Water Purification With ZLD



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17 APPENDIX 2

17.1 ANSI-61 Compliance

CUF (Continuous Ultra-Filtration) system and components are ANSI-61 Compliant as identified below:

Component	ANSI-61 Number	Manufacturer
High Performance Valves	20190410-MH29519	Bray
Control Valves, Actuators and Positioners	Certified Product Listing	Burkert
Misalignment Couplings	20160419-MH61215	Burke Industries
Pressure Transmitters		Endress + Hauser
Pressure Transducers		Endress + Hauser
Flowmeters		Endress + Hauser
EDPM Gaskets	ANSI-61 Material	Purifics
Membranes		Purifics
In-Situ Reactor (ISR) Tank	ANSI-61 Material	Purifics
Loop Pumps		Grundfos
Capacitance Probe	ANSI-61 Material	Endress + Hauser
Stainless Steel Pipes & Components	ANSI-61 Material	Various

The exceptions to the ANSI-61 compliance within the CUF system are:

- **Loop Pump:** If the impeller in the pump is changed from bronze to stainless steel (for durability purposes), the pump loses its ANSI-61 rating.
- **DeWRS Flexible 2'' Suction Hose:** Not ANS1-61 compliant, but is **FDA approved.**
- **Chemical Feed Pumps.**
- **pH Probe.**

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CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.P. CC - Liquor License Application for Chipotle Mexican Grill #4998 (Series 12 Restaurant)
DATE PREPARED: 09/12/24	**DISTRICT NO.:** 6
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the request for a new Series 12 Restaurant Liquor License (Application No. 300329) for Chipotle Mexican Grill #4998, located at 19657 West Indian School Road in Buckeye.

SUMMARY

PROJECT DESCRIPTION:
Chipotle Mexican Grill #4998 is requesting approval for a Series 012 Restaurant Liquor License Application for their business located near Indian School Road. The application and public notice were legally posted and approved by staff. The business is located in the Buckeye Planning area and will pay Buckeye taxes. Title 4 of the Arizona Revised Statutes does not require the consideration of liquor licenses to be held in a public hearing or listed on the Non-Consent Agenda.

BENEFITS:
The City will continue to collect sales tax and revenue from liquor sales.

FUTURE ACTION:
After Council approval, the application will be forwarded by the City Clerk's Office to the Arizona Department of Liquor Licenses and Control for final approval.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
JOB # 300329 REDACTED PENDING FILE.pdf
ChipotleGrill GIS Map.pdf

Received in the Buckeye City Clerk's office July 24, 2024 at 3:39 p.m. by LC

State of Arizona
Department of Liquor Licenses and Control

Created 07/23/2024 @ 03:02:59 PM

Local Governing Body Report

LICENSE

Number:
Type: 012 RESTAURANT
Name: CHIPOTLE MEXICAN GRILL #4998
State: Pending
Issue Date:
Expiration Date:
Original Issue Date:
Location: [redacted]
BUCKEYE, AZ 85396
USA
Mailing Address:
Phone: [redacted]
Alt. Phone:
Email: [redacted]

AGENT

Name: H J LEWKOWITZ
Gender: Male
Correspondence Address: [redacted]
Phone: [redacted]
Alt. Phone:
Email: [redacted]

OWNER

Name: CHIPOTLE MEXICAN GRILL INC
Contact Name: HJ LEWKOWITZ
Type: CORPORATION
AZ CC File Number: F08655706
State of Incorporation: DE
Incorporation Date: 02/05/1999
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

Officers / Stockholders

160th Day: 9/21/24
105th Day: 11/05/24

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Name:	Title:	% Interest:
[redacted]	[redacted]	

CHIPOTLE MEXICAN GRILL INC - 012100017358

Name: ALEX RALPH GARCIA JR
Gender: Male
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

CHIPOTLE MEXICAN GRILL INC - President/CEO

Name: BRIAN ROBERT NICCOL
Gender: Male
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email:

CHIPOTLE MEXICAN GRILL INC - Secretary

Name: HELEN NICOLE KAMINSKI
Gender: Female
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

CHIPOTLE MEXICAN GRILL INC - Treasurer/CFO

Name: JOHN ROBERT HARTUNG
Gender: Male
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email:

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CHIPOTLE MEXICAN GRILL INC - 012100009097

Name: MLADEN GRGIC
Gender: Male
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

MANAGERS

Name: TIFFANY LYNN RODRIGUEZ
Gender: Female
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: PATRICK HALE BECKMAN
Gender: Male
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email:

****

Name: JASON RYAN OAKES
Gender: Male
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

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****

Name: GUILLERMO ABASCAL
Gender: Male
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: MATHEW RAY ATCHISON
Gender: Male
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: STACY JEAN FEDLER
Gender: Female
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: ALYSSA ISABEL VITAL
Gender: Female
Correspondence Address [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

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****

Name: LACEY AMBER BLEDSOE
Gender: Female
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: PATRICK GERHART HANNAN
Gender: Male
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

APPLICATION INFORMATION

Application Number: 300329
Application Type: New Application
Created Date: 06/27/2024

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   PROPERTY TENANT
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   TERMINATION AND/OR OTHER MONETARY PENALTIES
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes

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5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0.00

6) Are there walk-up or drive-through windows on the premises?
Yes

7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS

8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
NOVEMBER 2024

9) What type of business will this license be used for?
RESTAURANT

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	#4998 (Buckeye)_Agt HJL (Ctn).pdf	06/27/2024
QUESTIONNAIRE	#4998 (Buckeye)_Agt HJL (Q).pdf	06/27/2024
RECORDS REQUIRED FOR AUDIT	#4998 (Buckeye)_Audit.pdf	06/27/2024
QUESTIONNAIRE	#4998 (Buckeye)_CP Hartung (Q).pdf	06/27/2024
QUESTIONNAIRE	#4998 (Buckeye)_CP Kaminski (Q).pdf	06/27/2024
QUESTIONNAIRE	#4998 (Buckeye)_CP Niccol (Q).pdf	06/27/2024
DIAGRAM/FLOOR PLAN	#4998 (Buckeye)_Diagram.pdf	06/27/2024
MENU	#4998 (Buckeye)_Menu.pdf	06/27/2024
RESTAURANT OPERATION PLAN	#4998 (Buckeye)_ROP.pdf	06/27/2024
ORGANIZATIONAL DOCUMENTS	CMG_Ownership.pdf	06/27/2024
QUESTIONNAIRE	#4998 (Buckeye)_Mgr Hannan (Q+T).pdf	06/27/2024

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SECTION 5 Interim Permit

If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S.§4-203.01. For approval of an interim permit: There must be a valid license of the same series currently issued to the location.

1. Current license number at the location: _____ 2. Is the license currently in use? ☐ Yes ☐ No

2. If the license is **NOT** currently in use, how long has it been since the license was last used at this location? _____

I **(Print Full Name)** _____ hereby declare that I am the Current Owner, Agent, or Controlling Person on the stated license and location.

Sign in front of Notary: _____
(Current Agent/Individual as listed on the license certificate)

State of _____

County of _____

Signed before me on this _____ day of _____, 20____.

Notary Signature _____

My commission expires on ____ /_____ /_____

Notary Seal

SECTION 6 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND $22 PROCESSING FEE PER CARD.

1. If the applicant is an entity, and not an individual, answer questions 1a-b.

   a) Date Incorporated/Organized: 2/5/1999 State where Incorporated/Organized: DELAWARE

   b) AZ Corporation or AZ L.L.C. Entity No: F08655706 Approval Date: 2/5/1999

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			
[redacted]								

(Attach additional sheet if necessary)

Individuals requiring ADA accommodations please call (602)542-2999

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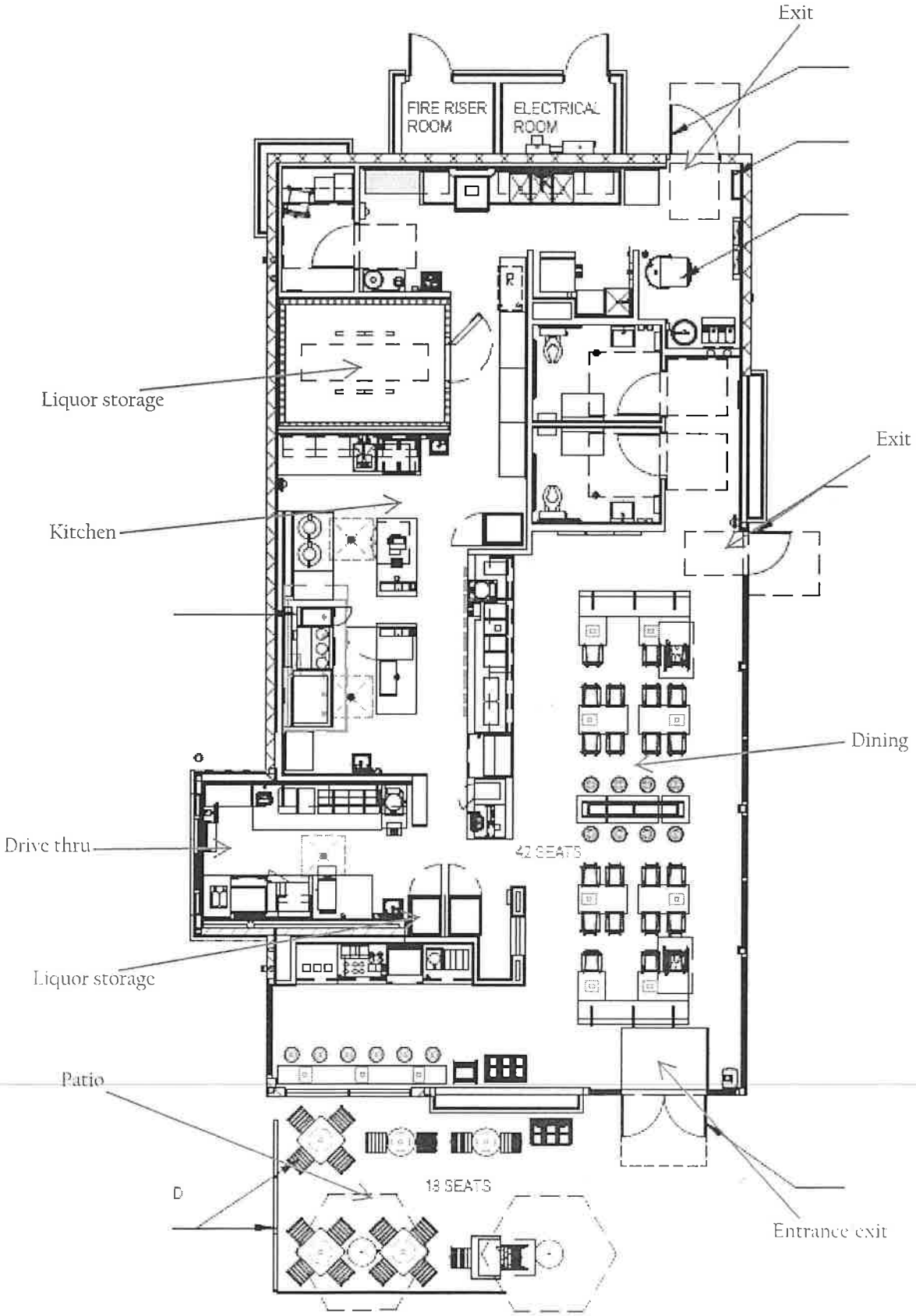
CHIPOTLE MEXICAN GRILL #4998

[redacted]

Buckeye, AZ 85396

2,466 SF



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RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

1. Name of restaurant (Please print): CHIPOTLE MEXICAN GRILL #4998

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	GAS FRYER / GAS RANGE / GAS GROOVED GRIDDLE
Oven	N/A
Freezer	WALK-IN COOLER
Refrigerator	REACH-IN / UNDERCOUNTER / PREP REFRIGERATORS
Sink	4-COMPARTMENT SINK / WALL-MOUNTED HAND SINK
Dish Washing Facilities	4 COMPARTMENT SINK
Food Preparation Counter (Dimensions)	HOT FOOD TABLES / CHEF'S TABLE / WORK TABLES
Other	TORTILLA PRESS / BLENDER / ICE MAKER / GAS RICE COOKER / FOOD PROCESSER

3. Attach a copy of your FULL menu with pricing INCLUDING NON-ALCOHOLIC BEVERAGES

4. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 45 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No

(If yes, what percentage of the public floor space does this area cover?) _____%

6. List the seating capacity for

a) Restaurant dining area of your premises: [42]

PATIO- 18

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 0]

TOTAL [= 42]

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7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☒ Disposable ☐ Both

8. Does your restaurant contain any **games**, **televisions**, or **any other entertainment**? ☐ YES ☒ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

9. Do you have live entertainment or dancing? ☐ YES ☒ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	3-4
Bartenders	0
Hostesses	0
Managers	3
Servers ORDER/PREP CASHIER	6-7
Other (DISHWASHER)	1
Other ( )	
Other ( )	

I, **(Print Full Name)** H. J. LEWKOWITZ hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: H J Lewkowitz

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RECORDS REQUIRED FOR AUDIT

RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): CHIPOTLE MEXICAN GRILL #4998
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of ***all*** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. **General Ledger**

A. Sales Journals/Monthly Sales Schedules

1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
3) Dated Guest Checks
4) Coupons/Specials/Discounts
5) Any other evidence to support income from food and liquor sales

B. Cash Receipts/Disbursement Journals

1) Daily Bank Deposit Slips
2) Bank Statements and canceled checks

12. **Tax Records**

A. Transaction Privilege Sales, Use and Severance Tax Return (copies)

B. Income Tax Return - city, state and federal (copies)

C. Any supporting books, records, schedules or documents used in preparation of tax returns

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13. Payroll Records

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

14. Off-site Catering Records (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) H. J. LEWKOWITZ **, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature: _____

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

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CHIPOTLE

MEXICAN GRILL

BURRITOS, TACOS & SALADS

BURRITO
Tortilla, choice of rice, beans, meat, salsa and cheese or sour cream. Add peppers and onions instead of beans for a fajita burrito.
CALORIES: 350-930

BURRITO BOWL
Just like a burrito, but served in a bowl with no tortilla.
CALORIES: 160-640

TACOS
Your choice of three crispy corn, soft corn or soft flour tortillas with meat, salsa, cheese or sour cream and romaine lettuce.
CALORIES: 320-670

SALAD
Chopped romaine lettuce with choice of beans, meat, salsa and cheese, with or without chipotle-honey vinaigrette.
CALORIES: 170-780

CHICKEN
Naturally raised, marinated in our chipotle adobo, then grilled.
$6.25

STEAK
Naturally raised, marinated in our chipotle adobo, then grilled.
$6.65

BARBACOA
Naturally raised beef. Braised for hours, then shredded.
$6.65

CARNITAS
Naturally raised pork. Braised for hours, then shredded.
$6.65

VEGETARIAN
Includes our fresh guacamole and vegetarian black beans.
$6.25

SALSAS

Fresh Tomato (Mild)	Roasted Chili-Corn (Medium)	Tomatillo-Green Chili (Medium Hot)	Tomatillo-Red Chili (Hot)
Calories: 20	Calories: 80	Calories: 15	Calories: 40

EXTRAS & DRINKS

Chips & Guacamole : Serves 2 (Cal: 360 ea/720 tot)	$2.95
Chips & Salsa : Serves 2 (Cal: 295-325 ea/590-650 tot)	$1.75
Guacamole (Calories: 150)	$1.80
Chips: Serves 2 (Calories: 285 ea/570 tot)	$1.25
Margarita (Calories: 210)	$4.50
Beer (Calories: 100-170)	$3.50 / $4.00
Bottled Drinks (Calories: 0-280)	$2.10 / $2.50
Soda (Calories: 0-290)	$1.60 / $1.90
Kid's Drinks (Calories: 100-150)	$1.65 / $2.20

KID'S MENU

All Kid's Menu items served with kid's chips and a drink.
Kid's Drinks: Juice, Organic Milk (plain or chocolate)

1. **Small Cheese Quesadilla** $3.25
   With a side of rice and beans
   Calories: 620-670
2. **Small Meat & Cheese Quesadilla** $3.75
   With a side of rice and beans
   Calories: 680-730
3. **Single Taco** $3.75
   Soft or crispy shell, and a choice of any three items (one meat or guacamole) and a side of rice.
   Calories: 470-630
4. **Taco Kit** (they build it) $4.25
   Choose any three ingredients (one meat or guacamole) and two soft or crispy shells. Served on a tray for easy building.
   Calories: 420-610

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CSR:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY
Job #:
Date Accepted:
CSR:

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

License Number: SERIES 12

ff current 12/22/22

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box → [X] Agent [ ] Controlling Person

2. Name: LEWKOWITZ (Last) H. (First) J. (Middle) Birth Date: [redacted] (NOT a public [redacted])

[redacted] ARIZONA

4. Place of birth: [redacted] (City) [redacted] (State) USA (COUNTRY) Height: [redacted] Weight: [redacted] Eyes: [redacted] Hair: [redacted]

5. Name of current/most recent spouse: LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle) Birth Date: 12 [redacted] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes [X] No [ ] If yes, what is your date of residency? 08/01/1929

7. Daytime telephone number: ([redacted]) [redacted] Email address: [redacted]

8. Premises Name: CHIPOTLE MEXICAN GRILL #4998 Business Phone: PENDING / /

9. Premises Address: 19657 W. INDIAN SCHOOL ROAD (Street (do not use PO Box)) BUCKEYE (City) AZ (State) MARICOPA (County) 85396 (Zip)

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10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
04/2009	CURRENT	ATTORNEY	[redacted] 85004

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years *A.R.S. §4-202(D)*

FROM Month/Year	To Month/Year	Street	City	State	Zip
02/1999	CURRENT	[redacted]	[redacted]	AZ	85016

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12.	As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14**	Yes ☐	No ☒
13.	Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years?	Yes ☐	No ☐
14.	Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?	Yes ☐	No ☒
15.	Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202 4-210*	Yes ☐	No ☒
16.	Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?	Yes ☐	No ☒
17.	Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)*	Yes ☐	No ☒
18.	Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)*	Yes ☐	No ☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) H J LEWKOWITZ hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge

Signature: [signature] Date: 6 27 2024

Received in the Buckeye City Clerk's office July 24, 2024 at 3:39 p.m. by LC

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ALIEN STATUS RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print ortype) H. J. LEWKOWITZ

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☑ Yes ☐ No - If **yes**, indicate place of birth:

City NEW LONDON State CT COUNTRY USA

If you answered **Yes**, **1)** Attach a legible copy of a document from the list below.

2) Name of document: US PASSPORT

If you answered **No**, you must complete Sections III.

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EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identificationcard.
2. A driver license issued by a state that verifies lawful presence in the UnitedStates.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

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SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

_____
Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4 An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

11. A nonimmigrant whose visa for entry is related to employment in the United States, or

12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *etseq.*];

13. A foreign national not physically present in the United States.

14. ***Otherwise Lawfully Present***

15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

H. J. LEWKOWITZ	H J Lewkowitz	06 27 2024
Print Name	**Signature**	**Date**

Received in the Buckeye City Clerk's office July 24, 2024 at 3:39 p.m. by LC
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We the People

[redacted]

PASSPORT
PASSEPORT
PASAPORTE

USA

[redacted]

[redacted]

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'24 7 5 Liqr. Dept PM 4:16

LC:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	300329
Date Accepted:	6/27/24
CSR:	RG

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

FP filed: 3/2024

Type or Print with Black Ink

fp current 3/29/24

License Number: SERIES 12 | PENDING

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box → ☐ Agent ☒ Controlling Person

2. Name: HARTUNG (Last) JOHN (JACK) (First) ROBERT (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: ILLINOIS

4. Place of birth: CHICAGO (City) IL (State) USA (COUNTRY) Height: 5'7 Weight: 160 Eyes: BRN Hair: BRN

5. Name of current/most recent spouse: HARTUNG (Last) NANCY (First) SUE (Middle) Birth Date [redacted] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☒ If yes, what is your date of residency? _____

7. Daytime telephone number: [redacted] Email address: N/A

8. Premises Name: CHIPOTLE MEXICAN GRILL #4998 Business Phone: PENDING / _____

9. Premises Address: 19657 W. INDIAN SCHOOL ROAD (Street (do not use PO Box)) BUCKEYE (City) AZ (State) MARICOPA (County) 85396 (Zip)

Received in the Buckeye City Clerk's office July 24, 2024 at 3:39 p.m. by LC

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2002	CURRENT	CFO	Chipotle Mexican Grill, Inc. [redacted]

11. Provide your residence address information for the last five (5) years ***A.R.S. §4-202(D)*** **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	To Month/Year	Street	City	State	Zip
04/1989	CURRENT	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14** — Yes ☐ No ☒

13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. — Yes ☐ No ☐

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? — Yes ☐ No ☒

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* — Yes ☐ No ☒

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? — Yes ☐ No ☒

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☒

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☒ No ☐

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) JOHN (JACK) ROBERT HARTUNG **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: Jack Hartung **Date:** 3/5/2024

DocuSign Envelope ID: 68A083A8-3DE2-4C0F-AF4B-4B0B48AF6403

Received in the Buckeye City Clerk's office July 24, 2024 at 3:39 p.m. by LC

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CHIPOTLE MEXICAN GRILL, INC.
8800 LYRA DRIVE, SUITE 120
COLUMBUS, OH 43240

614-318-2482
chipotle.com

#18

July 12, 2019

To Whom It May Concern:

I have served as an officer for many liquor licenses held by Chipotle Mexican Grill, Inc. throughout the United States; some of the licenses have received citations for alleged violations, resulting in fines and/or suspensions. I have never been cited personally for a liquor violation.

Signature

John Hartung

Name

Received in the Buckeye City Clerk's office July 24, 2024 at 3:39 p.m. by LC
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LC:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	300329
Date Accepted:	6/27/24
CSR:	RH

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

FP: 12/2022

Type or Print with Black Ink

fp current 12/23/22

License Number: SERIES 12 | PENDING

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box → ☐ Agent ☒ Controlling Person

2. Name: KAMINSKI (Last) HELEN (First) NICOLE (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: CA

4. Place of birth: DETROIT (City) MI (State) USA (COUNTRY) Height: 5 Weight: 133 Eyes: HZL Hair: LT BRN

5. Name of current/most recent spouse: N/A (Last) (First) (Middle) Birth Date: ___/___/___ (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☒ If yes, what is your date of residency? _____

7. Daytime telephone number: [redacted] Email address: N/A

8. Premises Name: CHIPOTLE MEXICAN GRILL #4998 Business Phone: PENDING ___/___/___

9. Premises Address: 19657 W. INDIAN SCHOOL ROAD (Street (do not use PO Box)) BUCKEYE (City) AZ (State) MARICOPA (County) 85396 (Zip)

Received in the Buckeye City Clerk's office July 24, 2024 at 3:39 p.m. by LC

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student list place of residence address. **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2019	CURRENT	DEPUTY GENERAL COUNSEL	Chipotle Mexican Grill, Inc. [redacted]

11. Provide your residence address information for the last five (5) years *A.R.S. §4-202(D)* **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	To Month/Year	Street	City	State	Zip
03/2019	CURRENT	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14** — Yes ☐ No ☒

13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. — Yes ☐ No ☐

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? — Yes ☐ No ☒

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* — Yes ☐ No ☒

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? — Yes ☐ No ☒

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☒

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☒ No ☐

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, **(Print Full Name)** HELEN NICOLE KAMINSKI hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Helen Kaminski **Date:** 3/21/2024

DocuSign Envelope ID: 020544C4-304F-4214-80ED-5EFEECF2D060

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CHIPOTLE
MEXICAN GRILL

CHIPOTLE MEXICAN GRILL
PO Box 182566
COLUMBUS, OH 43218

MAIN 614.318.2482
WEB chipotle.com

December 8th, 2022

To Whom It May Concern:

This letter is in regards to Chipotle Mexican Grill, Inc.'s alcohol licenses.

> **I have served as an officer for many liquor licenses held by Chipotle Mexican Grill, Inc. throughout the United States; some of the licenses have received citations of alleged violations, resulting in fines and/or suspensions. I have never been cited personally for a liquor violation.**

Please do not hesitate to reach out to me if you have any further questions!

Thank you,

Helen Kaminski
NAME

DocuSigned by:
Helen Kaminski
E54FCE1C3CBB487...
SIGNATURE

Received in the Buckeye City Clerk's office July 24, 2024 at 3:39 p.m. by LC
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LC:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	300329
Date Accepted:	10/27/24
CSR:	RH

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

FP: 5/2023

Type or Print with Black Ink

fp current 5/12/23

License Number: SERIES 12 | PENDING

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box → ☐ Agent ☒ Controlling Person

2. Name: NICCOL (Last) BRIAN (First) ROBERT (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: CA

4. Place of birth: WURZBURG (City) GERMANY (State) (COUNTRY) Height: 61 Weight: 190 Eyes: BLUE Hair: BLK

5. Name of current/most recent spouse: NICCOL (Last) JENNIFER (First) ANNE (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☒ If yes, what is your date of residency? _____

7. Daytime telephone number: [redacted] Email address: N/A

8. Premises Name: CHIPOTLE MEXICAN GRILL #4998 Business Phone: PENDING / _____

9. Premises Address: 19657 W. INDIAN SCHOOL ROAD (Street (do not use PO Box)) BUCKEYE (City) AZ (State) MARICOPA (County) 85396 (Zip)

Received in the Buckeye City Clerk's office July 24, 2024 at 3:39 p.m. by LC

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2018	[redacted]	CEO	[redacted]

11. Provide your residence address information for the last five (5) years *A.R.S. §4-202(D)* **(ATTACH ADDITIONAL SHEET IF NECESSARY)**

FROM Month/Year	To Month/Year	Street	City	State	Zip
02/2012	CURRENT	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14** — Yes ☐ No ☒

13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. — Yes ☐ No ☐

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? — Yes ☐ No ☒

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* — Yes ☐ No ☒

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? — Yes ☐ No ☒

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☒

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☒ No ☐

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) BRIAN ROBERT NICCOI **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: Brian Nicci **Date:** 3/5/2024

DocuSign Envelope ID: 922929F5-E8D1-476F-A223-CC64A995C378

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CHIPOTLE MEXICAN GRILL, INC.
8800 LYRA DRIVE, SUITE 120
COLUMBUS, OH 43240

614-318-2482
chipotle.com

#18

July 12, 2019

To Whom It May Concern:

I have served as an officer for many liquor licenses held by Chipotle Mexican Grill, Inc. throughout the United States; some of the licenses have received citations for alleged violations, resulting in fines and/or suspensions. I have never been cited personally for a liquor violation.

Signature

Brian Niccol

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CSR:
Amount:

PREMISES MANAGER QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY
Job #: 300329
Date Accepted: 6/27/24
CSR: RM

Type or Print with Black Ink

FP: 8/12/2022

fp current 8/19/22

License Number: SERIES 12

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Name: HANNAN (Last) PATRICK (First) GERHART (Middle) Birth Date: [redacted] (NOT a public record)
2. Social Security #: [redacted] Driver's License #: [redacted] State Issued: ARIZONA
3. Place of birth: FRANKFURT (City) GERMANY (State) (COUNTRY) Height: 6'1 Weight: 215 Eyes: BLUE Hair: GRY
4. Name of current/most recent spouse: HANNAN (Last) ANA (First) LAURA (Middle) Birth Date: [redacted] (NOT a public record)
5. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 12/2018
6. Daytime telephone number: [redacted] Email address: [redacted]
7. Premises Name: CHIPOTLE MEXICAN GRILL #4998 Business Phone: PENDING
8. Premises Address: 19657 W. INDIAN SCHOOL ROAD (Street (do not use PO Box)) BUCKEYE (City) AZ (State) MARICOPA (County) 85396 (Zip)

Received in the Buckeye City Clerk's office July 24, 2024 at 3:39 p.m. by LC

'24 7 5 Liqr. Dept PM 4:17

9. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list place of residence address

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
03/2000	CURRENT	TEAM DIRECTOR	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

10. Provide your residence address information for the last five (5) years A.R.S. §4-202(D)

FROM Month/Year	To Month/Year	Street	City	State	Zip
12/2018	CURRENT	[redacted]	PEORIA	AZ	85383
03/2017	11/2018	[redacted]	FORT MILL	SC	29707

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? Yes ☒ No ☐

12. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance regardless of the disposition, even if dismissed or expunged within the past five (5) years? Yes ☐ No ☒

13. Are there ANY administrative law violations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S.§4-202.4-210 Yes ☐ No ☒

14. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

15. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S.§4-202(D) Yes ☐ No ☒

16. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S.§4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 12 through 16 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 12-16 MAY NOT BE ACCEPTED

I, (Print Full Name) PATRICK GERHART HANNAN hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [signature] Date: 3-11-24

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

Print Name: H J LEWKOWITZ Signature: [signature] Date 3/27/24

Individuals requiring ADA accommodations please call: (602)542-2999

Received in the Buckeye City Clerk's office July 24, 2024 at 3:39 p.m. by LC

'24 7 5 Liqr. Dept PM 4:17

Certificate #581648

- ☐ On-sale
- ☐ Off-sale
- ☒ On- and off-sale

Certificate of Completion For Title 4 BASIC Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

SIT AT DEUS

Patrick Hannan

Full Name (please print)

Signature

05-31-2022 — Training Completion Date

1912

05-30-2025 — Certificate Expiration Date (three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)

Company Name

P.O. Box 192, Madison, South Dakota 57042

Mailing Address

1- (800) 247-7737

Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Robert V Graham — Instructor Signature

31 / 05 / 2022 — Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

Received in the Buckeye City Clerk's office July 24, 2024 at 3:39 p.m. by LC

'24 7 5 Liqr. Dept PM 4:17

Certificate #581648

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Patrick Hannan
Full Name (please print)

Signature

05-31-2022
Training Completion Date

05-30-2025
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)
Company Name

P.O. Box 192, Madison, South Dakota 57042
Mailing Address

1- (800) 247-7737
Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Robert V Graham
Instructor Signature

31 / 05 / 2022
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent-change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

Received in the Buckeye City Clerk's office July 24, 2024 at 3:39 p.m. by LC

Arizona DRIVER LICENSE USA 24 7 5 Liqr. Dept PM 4:17

[redacted]

1 HANNAN
2 PATRICK GERHART

[redacted]

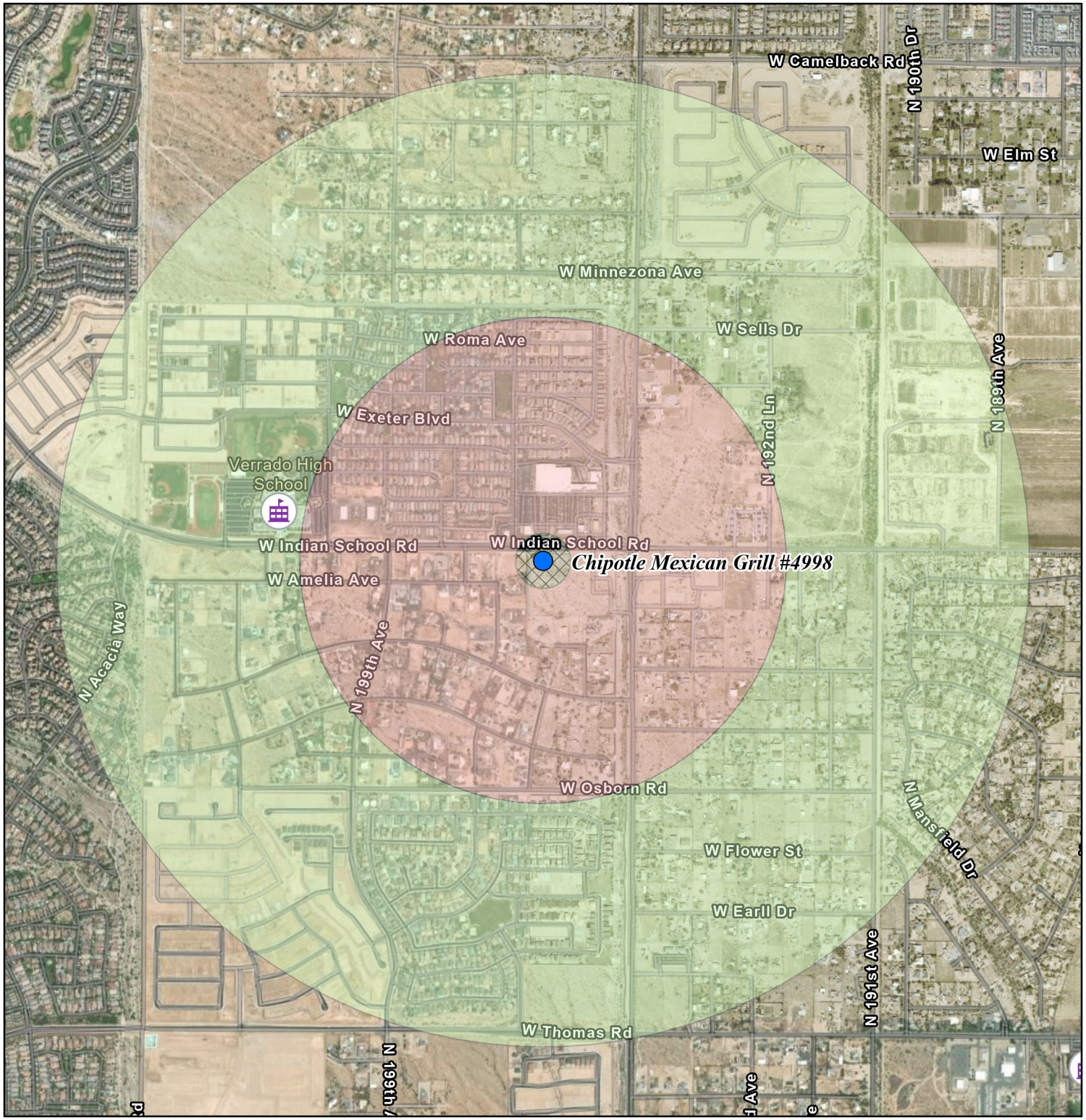
[redacted]

CLASS: D-Operator
ENDORSEMENTS: None
RESTRICTIONS: None

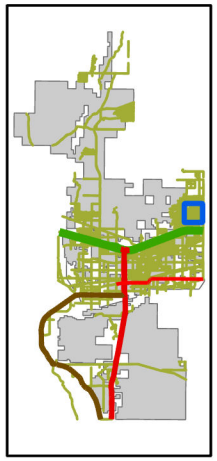
[redacted]

City of Buckeye Business Licensing

Series: 012 Restaurant
Name: Chipotle Mexican Grill #4998
Address: 19657 W. Indian School Road, Buckeye, AZ 85396
AZ License App # 300329



- Chipotle Grill
- Schools
- Fire Stations
- Police Stations
- 300 ft. Radius
- 1/2 Mile
- 1 Mile



0.2 0.1 0 0.2 Miles

BUCKEYE, AZ

The data depicted hereon are for reference purposes only. The City of Buckeye does not warrant the accuracy or integrity of the information for any particular use.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.Q. CC - Boards and Commissions Appointment / Removal
DATE PREPARED: 09/12/24	**DISTRICT NO.:** N/A
STAFF LIAISON: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914	
DEPARTMENT: City Clerk	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the removal of Nick Hudec as a Regular Member (District 6) of the Planning and Zoning Commission and the appointment of Sebastiano Trupiano as a Regular Member (District 6) of the Planning and Zoning Commission with a term expiration date of December, 2029.

SUMMARY

PROJECT DESCRIPTION:

The City encourages community involvement in our programs through our boards and commissions. Members are removed when they no longer meet the minimum requirements to serve, they do not meet a minimum attendance record, they have served two consecutive full terms, or if they resign. Nick Hudec has submitted his notice of resignation. Sebastiano Trupiano has served as the District 6 Alternate Member of the Planning and Zoning Commission since December, 2021.

Boards and Commissions applications and resignation notices are available for review in the Office of the City Clerk.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/17/24	**AGENDA ITEM:** 4.R. CC - Approval of Minutes
DATE PREPARED: 09/12/24	**DISTRICT NO.:** ALL
STAFF LIAISON: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914	
DEPARTMENT: City Clerk	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the August 6, 2024 Council Workshop Minutes, August 6, 2024 Regular Council Meeting Minutes, August 20, 2024 Council Workshop Minutes, August 20, 2024 Regular Council Meeting Minutes, September 3, 2024 Special Council Meeting and Executive Session Minutes, and September 3, 2024 Regular Council Meeting Minutes.

SUMMARY

PROJECT DESCRIPTION:
Council to take action on the August 6, 2024 Council Workshop Minutes, August 6, 2024 Regular Council Meeting Minutes, August 20, 2024 Council Workshop Minutes, August 20, 2024 Regular Council Meeting Minutes, September 3, 2024 Special Council Meeting and Executive Session Minutes, and September 3, 2024 Regular Council Meeting Minutes.

Minutes of all Council meetings are drafted in accordance with Arizona's Open Meeting Law, are reviewed and approved by Council at a future meeting, and then filed with the City's permanent records. All approved meeting minutes are posted on the City's website and maintained in the Office of the City Clerk.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
08.06.2024 Council Workshop Minutes.pdf
08.06.2024 Regular Council Meeting Minutes.pdf
08.20.2024 Council Workshop Minutes.pdf
08.20.2024 Regular Council Meeting Minutes.pdf
09.03.2024 Special Council Meeting and Council Executive Session Minutes.pdf
09.03.2024 Regular Council Meeting Minutes.pdf

CITY OF BUCKEYE
COUNCIL WORKSHOP
AUGUST 6, 2024
MINUTES

City Hall - 1st Floor / Executive Conference Room
530 East Monroe Avenue
Buckeye, AZ 85326
3:30 P.M.

1. Call to Order/Roll Call

Vice Mayor Goodman called the meeting to order at 3:30 p.m.

Members Present: Councilmember HagEstad, Councilmember Youngker, Councilmember Heustis, Councilmember Guy, Councilmember Hess (via Microsoft Teams; arrived in person at 4:04 p.m.), Vice Mayor Goodman, and Mayor Orsborn (via Microsoft Teams).

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, City Attorney Scott McCoy, City Clerk Lucinda Aja, Police Chief Robert Sanders, Development Services Director Brian Craig, Water Resources Director Terry Lowe, Assistant to the Mayor Christine Grundy, Chief Financial Officer William Kauppi, Fire Chief Jake Rhoades, Community Services Director Miranda Gomez, Information Technology Director Greg Platacz, and Economic Development Director Suzie Boyles.

2. Workshop Items

2.A Staff will present information on the Community Development Block Grant (CDBG) program, the process for becoming an entitlement community grantee, and options and recommendations for future participation in the CDBG program.

Staff Liaisons: Brian Craig, Development Services Director; Andrea Marquez, Senior Planner Special Project

Mr. Craig opened the presentation and provided an overview of the Community Development Block Grant (CDBG) program. The City of Buckeye was first invited by the U.S. Department of Housing and Urban Development (HUD) to become an entitlement community grantee in 2010. At that time, and over the past few years, the City felt that it did not have the internal capacity to administer its own program and decided to continue its participation in the Urban County Program (UCP). Under the UCP, the City has actively submitted CDBG applications consecutively since 1978. The City received its third invite to the entitlement community program from HUD in 2023. After discussion with the County's Community Development Advisory Community (CDAC) representative, it was recommended that the City continue the cooperative agreement (2024-2026) with Maricopa County while continuing to research the cost, administration, and community benefit of becoming an entitlement community in anticipation that the City could accept the invite for Fiscal Year 2026-2027. Councilmember HagEstad stated it is important that any receipt of grant funding, and provisions related to grants, should align with the City's policies. General discussion was held regarding the CDBG program and the option of becoming an entitlement community in the future.

2.B Presentation and discussion only of the Draft Land Use Assumptions (LUA), Infrastructure Improvements Plan (IIP), and Development Impact Fees.
Staff Liaisons: William Kauppi, Chief Financial Officer; Brian Craig, Development Services Director

Mr. Kauppi provided an overview of Draft Land Use Assumptions (LUA), Infrastructure Improvements Plan (IIP), and Development Impact Fees. As part of the City of Buckeye's Strategic Plan, updated every five years in accordance with A.R.S. 9-463.05, the City is required to revise the land use assumptions and infrastructure improvement plans, including updates to the development impact fees. We are currently within the timeframe for these updates. Ben Griffin with consultant TischlerBise provided further information regarding LUA, IIP, and Development Impact Fees, which are designed to offer clearly defined, value-added services to the City's residents and business partners. City staff from several departments collaborated with the consultant to develop ten-year growth assumptions, assess current infrastructure service levels, and prepare the City for infrastructure needs anticipated with growth projections. The City staff engaged key stakeholders who would have a significant impact on the city by inviting them to join our Stakeholder Committee. This committee was established to gather their input and feedback, incorporate updates or changes based on their suggestions, and facilitate open discussions throughout the process. Additionally, City staff held individual meetings with Master Developers to discuss their specific fees. Draft LUA, IIP, and Development Impact Fees were reviewed and discussed. Next steps were listed and summarized. Based on the current project timeline, LUA and the IIP will be adopted November 5, 2024, and Development Fees will be adopted January 21, 2025 with an effective date of April 7, 2025. General discussion was held regarding proposed fees.

3. Adjournment.
There being no further business to discuss, Mayor Orsborn adjourned the meeting at 5:03 p.m.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Council Workshop held on August 6, 2024. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

BUCKEYE, AZ

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
AUGUST 6, 2024
MINUTES

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
6:00 p.m.

Pursuant to A.R.S. § 38-431.03(A)(3) the Council may, by majority vote, recess or adjourn to executive session at one or more times during the meeting, as needed to confer with the City Attorney for legal advice regarding any item listed on this agenda.

1. Call to Order/Invocation/Pledge of Allegiance/Roll Call
Mayor Orsborn called the meeting to order at 6:00 p.m.; Councilmember Hess led the invocation; Councilmember Youngker led the Pledge of Allegiance.

Members Present: Councilmember Youngker, Councilmember HagEstad Councilmember Hess, Councilmember Guy, Councilmember Heustis, Vice Mayor Goodman, and Mayor Orsborn (via Microsoft Teams).

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, City Attorney Scott McCoy, City Clerk Lucinda Aja, Assistant to the Mayor Christine Grundy, Chief Financial Officer William Kauppi, Community Services Director Miranda Gomez, Water Resources Director Terry Lowe, Information Technology Director Greg Platacz, Development Services Director Brian Craig, Economic Development Director Suzie Boyles, Human Resources Director Cindy Camarata, Fire Chief Jake Rhoades, Police Chief Robert Sanders, Director of Engineering Scott Zipprich, and Deputy Director of Communications John O'Halloran.

2. Comments from the Public – None.

3. Awards/Presentations/Proclamations – None.

4. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. A motion was made by Councilmember Heustis and seconded by Councilmember Guy to approve Items *4.A, *4.B, *4.C, *4.D, *4.E, *4.F, *4.G., *4.H, *4.I, *4.J, *4.K, *4.L, *4.M, *4.N, *4.O, *4.P, *4.Q, *4.R, *4.S, *4.T., *4.U, *4.V, *4.W, *4.X, *4.Y, *4.Z, *4.AA, *4.AB, *4.AC, *4.AD, *4.AE, *4.AF, *4.AG, *4.AH, *4.AI, and *4.AJ. Motion passed unanimously.

***4.A Council to take action on Resolution No. 42-24 enlarging City of Buckeye Street Lighting Improvement District No. SLID-2022-006 and ordering recording and filing of this Resolution.**
Staff Liaison: Brian Craig, Development Services Director

Council adopted Resolution No. 42-24 enlarging City of Buckeye Street Lighting Improvement District No. SLID-2022-006 and ordering recording and filing of this Resolution.

***4.B Council to take action on Resolution No. 43-24 enlarging City of Buckeye Street Lighting Improvement District No. 2013-SLID-001 and ordering recording and filing of this Resolution.**
Staff Liaison: Brian Craig, Development Services Director

Council adopted Resolution No. 43-24 enlarging City of Buckeye Street Lighting Improvement District No. 2013-SLID-001 and ordering recording and filing of this Resolution.

***4.C Council to take action on Resolution No. 05-24 accepting a Petition for Formation of a Street Lighting Improvement District; declaring its intention to form a Street Lighting Improvement District; designating such District as the "City of Buckeye Street Lighting Improvement District No. SLID-2023-005"; providing for the annual levy of taxes or assessments equally apportioned upon all of the non-public property owners in the District to purchase energy for the lighting of public streets and parks within and adjacent to the District; and ordering recording and filing of this Resolution.**
Staff Liaison: Brian Craig, Development Services Director

Council adopted Resolution No. 05-24 accepting a Petition for Formation of a Street Lighting Improvement District; declaring its intention to form a Street Lighting Improvement District; designating such District as the "City of Buckeye Street Lighting Improvement District No. SLID-2023-005"; providing for the annual levy of taxes or assessments equally apportioned upon all of the non-public property owners in the District to purchase energy for the lighting of public streets and parks within and adjacent to the District; and ordering recording and filing of this Resolution.

***4.D Council to take action on Resolution No. 06-24 ordering the work as described in Resolution No. 05-24 and forming City of Buckeye Street Lighting Improvement District No. SLID-2023-005; and ordering recording and filing of this Resolution.**
Staff Liaison: Brian Craig, Development Services Director

Council adopted Resolution No. 06-24 ordering the work as described in Resolution No. 05-24 and forming City of Buckeye Street Lighting Improvement District No. SLID-2023-005; and ordering recording and filing of this Resolution.

***4.E Council to take action on the form and substance of the City of Buckeye, Arizona Residential and Commercial Project Public Infrastructure Assurance Agreement template between the City of Buckeye and Pulte Home Company, LLC, on file in the Office of the City Clerk; and delegating authority for the City Manager or City Engineer to utilize the approved form of Agreement and execute and deliver said Agreement on behalf of the City.**
Staff Liaison: Ron Moll, City Engineer

Council approved the form and substance of the City of Buckeye, Arizona Residential and Commercial Project Public Infrastructure Assurance Agreement template between the City of Buckeye and Pulte

Home Company, LLC, on file in the Office of the City Clerk; and delegating authority for the City Manager or City Engineer to utilize the approved form of Agreement and execute and deliver said Agreement on behalf of the City.

***4.F Council to take action on Resolution No. 52-24 approving the First Amendment to the Public Infrastructure Reimbursement Agreement between the City of Buckeye, an Arizona municipal corporation, and Nevada Holding Co., L.P, a Delaware limited partnership.**
Staff Liaison: Ron Moll, City Engineer

Council adopted Resolution No. 52-24 approving the First Amendment to the Public Infrastructure Reimbursement Agreement between the City of Buckeye, an Arizona municipal corporation, and Nevada Holding Co., L.P, a Delaware limited partnership.

***4.G Council to take action on Ordinance No. 17-24 approving the annexation of certain rights-of-way and roadways generally located on McDowell Road between Tuthill Wash to 194th Avenue.**
Staff Liaison: Sean Banda, Senior Planner

Council adopted Ordinance No. 17-24 approving the annexation of certain rights-of-way and roadways generally located on McDowell Road between Tuthill Wash to 194th Avenue.

***4.H Council to take action on Ordinance No. 18-24 approving the transfer of certain rights-of-way and roadways generally located along MC 85 from the west side of the 1st Street intersection continuing west thereafter approximately 803 feet.**
Staff Liaison: Sean Banda, Senior Planner

Council adopted Ordinance No. 18-24 approving the transfer of certain rights-of-way and roadways generally located along MC 85 from the west side of the 1st Street intersection continuing west thereafter approximately 803 feet.

***4.I Council to take action on a Replat titled "Replat of Lot 3 of Valencia Heights" located west of the southwest corner of Jackrabbit Trail and Thomas Road.**
Staff Liaison: Bart Wingard, Principal Planner

Council approved a Replat titled "Replat of Lot 3 of Valencia Heights" located west of the southwest corner of Jackrabbit Trail and Thomas Road.

***4.J Council to take action on Resolution No. 46-24 approving an Intergovernmental Agreement between Maricopa County and the City of Buckeye for street lighting along Sun Valley Parkway from Interstate 10 to the eastern municipal boundary (Sun City Festival); and authorizing the City Manager to execute and deliver said Agreement and related documents on behalf of the City of Buckeye.**
Staff Liaison: Scott Zipprich, Engineering Director

Council adopted Resolution No. 46-24 approving an Intergovernmental Agreement between Maricopa County and the City of Buckeye for street lighting along Sun Valley Parkway from Interstate 10 to the eastern municipal boundary (Sun City Festival); and authorizing the City Manager to execute and deliver said Agreement and related documents on behalf of the City of Buckeye.

***4.K Council to take action on Resolution No. 44-24, approving an Intergovernmental Agreement between Maricopa County and the City of Buckeye for the installation of welcome signage in County Right of Way; and authorizing the City Manager to execute and deliver said Agreement and related documents on behalf of the City of Buckeye.**
Staff Liaison: Scott Zipprich, Engineering Director

Council adopted Resolution No. 44-24, approving an Intergovernmental Agreement between Maricopa County and the City of Buckeye for the installation of welcome signage in County Right of Way; and authorizing the City Manager to execute and deliver said Agreement and related documents on behalf of the City of Buckeye.

***4.L Council to take action on Resolution No. 45-24 approving an Intergovernmental Agreement between Maricopa County and the City of Buckeye for the construction, operation, and maintenance of the traffic signal at Jackrabbit Trail and Van Buren Street (TT0659); and authorizing the City Manager to execute and deliver said Agreement and related documents on behalf of the City of Buckeye.**
Staff Liaison: Scott Zipprich, Engineering Director

Council adopted Resolution No. 45-24 approving an Intergovernmental Agreement between Maricopa County and the City of Buckeye for the construction, operation, and maintenance of the traffic signal at Jackrabbit Trail and Van Buren Street (TT0659); and authorizing the City Manager to execute and deliver said Agreement and related documents on behalf of the City of Buckeye.

***4.M Council to take action on Task Order No. 21 to the On-Call Consulting Contract for Engineering and Architectural Services (Contract No. 2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation, for SR85 and Broadway Road traffic signal/intersection design improvements; and authorize the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.**
Staff Liaison: James Zwerg, CIP Project Manager

Council approved Task Order No. 21 to the On-Call Consulting Contract for Engineering and Architectural Services (Contract No. 2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation, for SR85 and Broadway Road traffic signal/intersection design improvements; and authorize the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

***4.N Council to take action on Task Order No. 22 to the On-Call Consulting Contract for Engineering and Architectural Services (Contract No. 2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation, for SR85 traffic analysis/report and its improvements from MC85 to Interstate 10; and authorize the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.**
Staff Liaison: James Zwerg, CIP Project Manager

Council approved Task Order No. 22 to the On-Call Consulting Contract for Engineering and Architectural Services (Contract No. 2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation, for SR85 traffic analysis/report and its improvements from MC85 to Interstate 10; and authorize the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

***4.O Council to take action on Change Order No. 2 to Task Order No. 1 of the On-Call Consulting Contract for Engineering and Architectural Services (Contract No. 2022003.06) between the City of Buckeye, an Arizona municipal corporation, and Burgess & Niple, Inc., an Ohio corporation, for the design of Rooks Road - MC85 North to Baseline Road, which modifies certain sections of Task Order No. 1 to Contract No. 2022003.06; and authorize the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.**
Staff Liaison: James Zwerg, CIP Project Manager

Council approved Change Order No. 2 to Task Order No. 1 of the On-Call Consulting Contract for Engineering and Architectural Services (Contract No. 2022003.06) between the City of Buckeye, an Arizona municipal corporation, and Burgess & Niple, Inc., an Ohio corporation, for the design of Rooks Road - MC85 North to Baseline Road, which modifies certain sections of Task Order No. 1 to Contract No. 2022003.06; and authorize the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.

***4.P Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2024188) between the City of Buckeye, an Arizona municipal corporation, and Willmeng Construction, Inc., an Arizona corporation, for the management and construction of the emergency communication tower and installation of equipment; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.**
Staff Liaison: James Zwerg, CIP Project Manager

Council approved the Cooperative Contract Purchase Addendum (CCPA No. 2024188) between the City of Buckeye, an Arizona municipal corporation, and Willmeng Construction, Inc., an Arizona corporation, for the management and construction of the emergency communication tower and installation of equipment; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

***4.Q Council to take action on Change Order No. 1 to the Construction Contract (No. 2024118) between the City of Buckeye, an Arizona municipal corporation, and Desert Services International, Inc., an Arizona corporation, relating to the Police Equipment Storage Steel Structure; and authorize the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.**
Staff Liaison: Steve Riley, Construction Project Manager

Council approved Change Order No. 1 to the Construction Contract (No. 2024118) between the City of Buckeye, an Arizona municipal corporation, and Desert Services International, Inc., an Arizona corporation, relating to the Police Equipment Storage Steel Structure; and authorize the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.

***4.R Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025067) between the City of Buckeye, an Arizona municipal corporation, and Haydon Building Corp., an Arizona corporation, related to the construction of the intersection and traffic signal improvements for the Apache Road and Southern Avenue intersection, Capital Improvement Project No. 100650; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.**
Staff Liaison: Steve Riley, Construction Project Manager

Council approved the Cooperative Contract Purchase Addendum (CCPA No. 2025067) between the City of Buckeye, an Arizona municipal corporation, and Haydon Building Corp., an Arizona corporation, related to the construction of the intersection and traffic signal improvements for the Apache Road and Southern Avenue intersection, Capital Improvement Project No. 100650; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

***4.S Council to take action on Construction Contract No. 2024173 between the City of Buckeye, an Arizona municipal corporation, and J. Banicki Construction, Inc., an Arizona corporation, related to roadway construction and improvements on Miller Road, Durango Street to Lower Buckeye Road, Capital Improvement Project No. 105260; and authorize the City Manager to execute and deliver said Contract on behalf of the City of Buckeye.**
Staff Liaison: Rodrigo Nemi, Interim CIP Project Manager

Council approved Construction Contract No. 2024173 between the City of Buckeye, an Arizona municipal corporation, and J. Banicki Construction, Inc., an Arizona corporation, related to roadway construction and improvements on Miller Road, Durango Street to Lower Buckeye Road, Capital Improvement Project No. 105260; and authorize the City Manager to execute and deliver said Contract on behalf of the City of Buckeye.

***4.T Council to take action on the New National Opioids Settlement participation opt-in with Kroger Co., and authorize the Mayor to execute and deliver the applicable Settlement Participation Form on behalf of the City of Buckeye evidencing City approval of the proposed Nationwide Settlement Agreement with Kroger Co.**
Staff Liaison: Cindy Camarata, Human Resources Director

Council approved the New National Opioids Settlement participation opt-in with Kroger Co., and authorize the Mayor to execute and deliver the applicable Settlement Participation Form on behalf of the City of Buckeye evidencing City approval of the proposed Nationwide Settlement Agreement with Kroger Co.

***4.U Council to take action on Resolution No. 39-24 approving Amendment No. 2 to the Intergovernmental Agreement with Maricopa County administered by its Human Services Department relating to the Community Action Program; and authorizing the Mayor to execute and deliver said Amendment on behalf of the City of Buckeye.**
Staff Liaison: Philip Yabes, Community Center Manager

Council adopted Resolution No. 39-24 approving Amendment No. 2 to the Intergovernmental Agreement with Maricopa County administered by its Human Services Department relating to the Community Action Program; and authorizing the Mayor to execute and deliver said Amendment on behalf of the City of Buckeye.

***4.V Council to take action on the Contract for Services (No. 2025-11-BKY) between the City of Buckeye and Area Agency on Aging, Region One, Incorporated, for Fiscal Year 2024-2025, related to the congregate and home delivered meal programs, transportation and multi-purpose operations for the City of Buckeye Senior Program; and authorize the City Manager to sign all current and future documents including any amendments to Contract No. 2025-11-BKY.**
Staff Liaison: Philip Yabes, Community Center Manager

Council approved the Contract for Services (No. 2025-11-BKY) between the City of Buckeye and Area Agency on Aging, Region One, Incorporated, for Fiscal Year 2024-2025, related to the congregate and home delivered meal programs, transportation and multi-purpose operations for the City of Buckeye Senior Program; and authorize the City Manager to sign all current and future documents including any amendments to Contract No. 2025-11-BKY.

***4.W Council to take action on the Vehicle Lease Agreement (Service Contract No. V2025-11-BKY) between the City of Buckeye and Area Agency on Aging, Region One, Incorporated, related to the lease of four vehicles from the agency for one year; and authorize the City Manager to sign all current and future documents related to the Agreement, including any amendments thereto, on behalf of the City of Buckeye.**
Staff Liaison: Philip Yabes, Community Center Manager

Council approved Council to take action on the Vehicle Lease Agreement (Service Contract No. V2025-11-BKY) between the City of Buckeye and Area Agency on Aging, Region One, Incorporated, related to the lease of four vehicles from the agency for one year; and authorize the City Manager to sign all current and future documents related to the Agreement, including any amendments thereto, on behalf of the City of Buckeye.

***4.X Council to take action on the Construction Contract (No. 2024163) between the City of Buckeye, an Arizona municipal corporation, and Walker River Construction, Inc., a Nevada corporation, for construction of the replacement of the master valve and pump skid for the irrigation system at Earl Edgar Recreational Facility; and authorize the City Manager to approve, execute and deliver said Contract, and any and all documents in connection with said Contract, including any amendments thereto, on behalf of the City of Buckeye.**
Staff Liaison: Kelby Mieras, Deputy Director

Council approved the Construction Contract (No. 2024163) between the City of Buckeye, an Arizona municipal corporation, and Walker River Construction, Inc., a Nevada corporation, for construction of the replacement of the master valve and pump skid for the irrigation system at Earl Edgar Recreational Facility; and authorize the City Manager to approve, execute and deliver said Contract, and any and all documents in connection with said Contract, including any amendments thereto, on behalf of the City of Buckeye.

***4.Y Council to take action to approve and ratify the Sublease of Lease Agreement, by and between the City of Buckeye, an Arizona municipal corporation, and Mirna's Place, Inc., an Arizona nonprofit corporation.**
Staff Liaison: Miranda Gomez, Community Services Director

Council approved and ratified the Sublease of Lease Agreement, by and between the City of Buckeye, an Arizona municipal corporation, and Mirna's Place, Inc., an Arizona nonprofit corporation.

***4.Z Council to take action on the Second Renewal of the Memorandum of Understanding (MOU) between the City of Buckeye, an Arizona municipal corporation, and the Buckeye Main Street Coalition, Inc., an Arizona non-profit corporation, relating to economic development services for Fiscal Year 2024-2025; and authorize the City Manager to execute and deliver said MOU on behalf of the City of Buckeye.**
Staff Liaison: Suzanne Boyles, Economic Development Director

Council approved the Second Renewal of the Memorandum of Understanding (MOU) between the City of Buckeye, an Arizona municipal corporation, and the Buckeye Main Street Coalition, Inc., an Arizona non-profit corporation, relating to economic development services for Fiscal Year 2024-2025; and authorize the City Manager to execute and deliver said MOU on behalf of the City of Buckeye.

***4.AA Council to take action on Resolution No. 53-24 approving the Sixth Amendment to the Buckeye Town Center Regional Improvements Agreement by and between the City of Buckeye, an Arizona municipal corporation, and Nevada Holding Co., L.P, a Delaware limited partnership, and Sunbelt Land Holdings, L.P., a Delaware limited partnership, relating to reimbursement for certain public infrastructure constructed in connection with the development of the Buckeye Town Center; and authorizing the Mayor to execute and deliver said Amendment on behalf of the City of Buckeye.**
Staff Liaison: Suzanne Boyles, Economic Development Director

Council adopted Resolution No. 53-24 approving the Sixth Amendment to the Buckeye Town Center Regional Improvements Agreement by and between the City of Buckeye, an Arizona municipal corporation, and Nevada Holding Co., L.P, a Delaware limited partnership, and Sunbelt Land Holdings, L.P., a Delaware limited partnership, relating to reimbursement for certain public infrastructure constructed in connection with the development of the Buckeye Town Center; and authorizing the Mayor to execute and deliver said Amendment on behalf of the City of Buckeye.

***4.AB Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025038) between the City of Buckeye, an Arizona municipal corporation, and Courtesy Chevrolet, an Arizona corporation, for the purchase of light and medium duty vehicles, the ratification of the purchasing action; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.**
Staff Liaison: Bret Hodne, Public Works Director

Council approved the Cooperative Contract Purchase Addendum (CCPA No. 2025038) between the City of Buckeye, an Arizona municipal corporation, and Courtesy Chevrolet, an Arizona corporation, for the purchase of light and medium duty vehicles, the ratification of the purchasing action; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

***4.AC Council to take action on the submission of a $1,200,000 Active Transportation Infrastructure Investment Program (ATIIP) Grant application for the planning and design for a 4.5-mile multi-use path and a pedestrian bridge that runs along the Buckeye Canal from Watson Road to SR-85.**
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the submission of a $1,200,000 Active Transportation Infrastructure Investment Program (ATIIP) Grant application for the planning and design for a 4.5-mile multi-use path and a pedestrian bridge that runs along the Buckeye Canal from Watson Road to SR-85.

***4.AD Council to take action on the submission of a $265,000 Active Transportation Infrastructure Investment Program (ATIIP) Grant application for the planning and design of a one-mile multi-use path, one new pedestrian signal, and three miles of solar path lighting.**
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the submission of a $265,000 Active Transportation Infrastructure Investment Program (ATIIP) Grant application for the planning and design of a one-mile multi-use path, one new pedestrian signal, and three miles of solar path lighting.

***4.AE Council to take action on the submission of a $285,000 Active Transportation Infrastructure Investment Program (ATIIP) Grant application for the planning and design for a 2.3-mile multi-use path, one new pedestrian signal, and 2.3 miles of solar path lighting.**
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the submission of a $285,000 Active Transportation Infrastructure Investment Program (ATIIP) Grant application for the planning and design for a 2.3-mile multi-use path, one new pedestrian signal, and 2.3 miles of solar path lighting.

***4.AF Council to take action on the submission of a $750,000 Active Transportation Infrastructure Investment Program (ATIIP) Grant application for the planning and design for a pedestrian bridge over the intersection of Watson Road and Durango Street.**
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the submission of a $750,000 Active Transportation Infrastructure Investment Program (ATIIP) Grant application for the planning and design for a pedestrian bridge over the intersection of Watson Road and Durango Street.

***4.AG Council to take action to approve (i) the acceptance of a $350,000 grant award from the Urban Area Security Initiative (UASI) through the Arizona Department of Homeland Security, (ii) the purchase of a new armored rescue vehicle from Lenco Industries, by way of a cooperative purchase contract, and (iii) the City's share of the cost of approximately $60,000 to complete the purchase, which has been budgeted in Fiscal Year 2025.**
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved (i) the acceptance of a $350,000 grant award from the Urban Area Security Initiative (UASI) through the Arizona Department of Homeland Security, (ii) the purchase of a new armored rescue vehicle from Lenco Industries, by way of a cooperative purchase contract, and (iii) the City's share of the cost of approximately $60,000 to complete the purchase, which has been budgeted in Fiscal Year 2025.

***4.AH Council to take action on the request for a new Series 10 Beer and Wine Store Liquor License (Application No. 297064) for Quiktrip #1507, located at 330 North Sun Valley Parkway in Buckeye.**
Staff Liaison: Lucinda Aja, City Clerk

Council approved the request for a new Series 10 Beer and Wine Store Liquor License (Application No. 297064) for Quiktrip #1507, located at 330 North Sun Valley Parkway in Buckeye.

***4.AI Council to take action on the removal of Ed Sumner as a Regular Member (District 5) of the Planning and Zoning Commission and the appointment of Donald Bassler as a Regular Member (District 5) of the Planning and Zoning Commission with a term expiration date of December, 2028.**
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the removal of Ed Sumner as a Regular Member (District 5) of the Planning and Zoning Commission and the appointment of Donald Bassler as a Regular Member (District 5) of the Planning and Zoning Commission with a term expiration date of December, 2028.

***4.AJ Council to take action on the April 16, 2024 Council Workshop Minutes, May 7, 2024 Council Workshop Minutes, May 21, 2024 Regular Council Meeting Minutes, June 4, 2024 Regular Council Meeting Minutes, June 18, 2024 Special Council Meeting and Council Executives Session Minutes, June 18, 2024 Council Workshop Minutes, and July 29, 2024 Special Council Meeting and Council Executive Session Minutes.**
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the April 16, 2024 Council Workshop Minutes, May 7, 2024 Council Workshop Minutes, May 21, 2024 Regular Council Meeting Minutes, June 4, 2024 Regular Council Meeting Minutes, June 18, 2024 Special Council Meeting and Council Executives Session Minutes, June 18, 2024 Council Workshop Minutes, and July 29, 2024 Special Council Meeting and Council Executive Session Minutes.

5. Public Hearings / Non-Consent - New Business

5.A Council to hold a public hearing and take action on Ordinance No. 15-24 extending and increasing the corporate limits of the City of Buckeye, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and amendments thereto, by annexing approximately 0.87 acres located at the northwest corner of Yuma Road and Apache Road.
Staff Liaison: Ken Galica, Principal Planner

Mr. Galica presented an overview of annexation Ordinance No. 15-24. Christopher Norstrom, Cawley Architects, on behalf of property owner M4 Buckeye, LLC, is requesting annexation of one parcel of land, totaling approximately 0.87 acres, at the northwest corner of Yuma Road and Apache Road; vicinity maps were displayed. The proposed annexation meets the requirements of Arizona Revised Statutes Section 9-471. Annexations require consideration at two City Council meetings. The first meeting was held on June 4, 2024, with the purpose of holding a public hearing to allow affected parties the opportunity to comment on the request. This is the second and final meeting being held with the purpose of holding a second public hearing and to consider adoption of the annexation ordinance. Public notice and outreach was reviewed; no public comment has been received to date. Annexation of the parcel will streamline the permitting process for development of the Sunrise Commerce Center on the adjoining, previously annexed parcel, in accordance with the Sundance Community Master Plan. Staff recommends approval. Mayor Orsborn opened a public hearing at 6:07 p.m. to hear citizen input regarding annexation Ordinance No. 15-24. There being no comment, Mayor Orsborn closed the public hearing at 6:07 p.m. A motion was made by Councilmember Heustis and seconded by Councilmember Hess to adopt Ordinance No. 15-24 extending and increasing the corporate limits of the City of Buckeye, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and amendments thereto, by annexing approximately 0.87 acres located at the northwest corner of Yuma Road and Apache Road. Motion passed unanimously.

5.B Council to hold a public hearing and take action on Ordinance No. 08-24 terminating the Development Agreement dated September 2, 2008 for the development of the Cipriani Community Master Plan on land generally located south of I-10 along Johnson Road; approving the Buckeye Tech Corridor (formerly "Cipriani") Major Community Master Plan Amendment as described in Case Number PLZZ-23-0005 and the Development Agreement between the City of Buckeye and AZLCO Buckeye, LLC, each subject to the contained herein; authorizing the Mayor to sign all documents

necessary to carry out the intent of this Ordinance; and providing for repeal of conflicting ordinances and severability.
Staff Liaison: Ken Galica, Planning Manager

Continued from the March 19, 2024 and April 16, 2024 Regular Council Meetings. Mr. Galica presented an overview of Ordinance No. 08-24; vicinity maps were displayed. There are currently two property owners of separate real property located within the current boundaries of the Cipriani Community Master Plan (CMP) land area, the Walter J. Zales, Jr. and Nancy Kay Zales Trust Dated April 26, 2018, and Cipriani Holdings, LLC. Both owners have requested to terminate the Development Agreement dated September 2, 2008 and terminate the current development obligations of the Cipriani CMP. Additionally, Michael Phalen, Lewis, Roca, Rothgerber Christie LLP, on behalf of property owner Cipriani Holdings, LLC, is requesting approval of Application PLZZ-23-00005, a request involving two components, as follows: 1) request for approval of a Major Amendment to the Buckeye Tech Corridor Community Master Plan (CMP), formerly known as Cipriani, revising the permitted land uses, development standards, and design requirements applicable to the subject property to facilitate development of the 2,087-acre site with commercial and light industrial uses; and 2) approval of a Development Agreement defining developer and City obligations pertaining to development of the 2,087-acre site. Approval of these requests will facilitate the development of the site with a technology-centered light industrial and commercial campus, resulting in development that is compatible with the nearby Buckeye Municipal Airport, contributes to the City's economic well-being, presents a high-quality aesthetic from the perspective of adjacent streets, and does not negatively impact surrounding properties. Public outreach and participation were reviewed. Vice Mayor Goodman opened a public hearing at 6:32 p.m. to hear citizen input regarding Ordinance No. 08-24. There being no public comment, Vice Mayor Goodman closed the public hearing at 6:32 p.m. Councilmember Guy presented statements regarding the positive impacts this development will have on the City and the City's Municipal Airport. Councilmember Hess requested clarification regarding water usage and open space; stated this proposal will have a positive impact on the City, especially in the vicinity of the Airport. Mr. Galica stated the previously approved residential master plan would have used more water than the currently proposed development; provided additional information regarding open space requirements. Mayor Orsborn thanked staff for their efforts related to this proposed development. Vice Mayor Goodman thanked staff and all other partners for their work on this project. A motion was made by Councilmember Heustis and seconded by Councilmember Youngker to adopt Ordinance No. 08-24 terminating the Development Agreement dated September 2, 2008 for the development of the Cipriani Community Master Plan on land generally located south of I-10 along Johnson Road; approving the Buckeye Tech Corridor (formerly "Cipriani") Major Community Master Plan Amendment as described in Case Number PLZZ-23-0005 and the Development Agreement between the City of Buckeye and AZLCO Buckeye, LLC, each subject to the contained herein; authorizing the Mayor to sign all documents necessary to carry out the intent of this Ordinance; and providing for repeal of conflicting ordinances and severability. Motion passed unanimously.

5.C Council to hold a public hearing and take action on Ordinance No. 07-24 extending and increasing the corporate limits of the City of Buckeye, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and amendments thereto, by annexing approximately 2.38 acres generally located approximately 600 feet east of the northeast corner of SR-85 and MC-85.
Staff Liaison: Mandy Woods, Senior Planner

Ms. Wood presented an overview of Ordinance No. 07-24; vicinity maps were displayed. Withey Morris Baugh, PLC, on behalf of property owner GERT Qualified Opportunity Fund, LLC, is requesting annexation of two parcels of land, totaling approximately 2.38 acres, located approximately 600 feet east of the northeast corner of SR 85 and MC 85. The proposed annexation meets the requirements of Arizona Revised Statutes Section 9-471. This is the second of two public hearings required for the annexation;

upon closing the public hearing, Council may consider adoption of Ordinance No. 07-24 approving the proposed annexation. Annexation of the property will result in orderly growth and will allow for it to be developed under City standards and policies. Public notice and outreach were reviewed. Vice Mayor Goodman opened a public hearing at 6:44 p.m. to hear citizen input regarding Ordinance No. 07-24. There being no public comment, Vice Mayor Goodman closed the public hearing at 6:44 p.m. A motion was made by Councilmember Heustis and seconded by Councilmember Hess to adopt Ordinance No. 07-24 extending and increasing the corporate limits of the City of Buckeye, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and amendments thereto, by annexing approximately 2.38 acres generally located approximately 600 feet east of the northeast corner of SR-85 and MC-85. Motion passed unanimously.

6. Comments from the Mayor and Council

Councilmember Heustis thanked Planning and Zoning Commission Members for their voluntary service.

Councilmember Youngker congratulated Mayor Orsborn on his successful reelection.

Mayor Orsborn congratulated Councilmember Youngker on his successful reelection.

7. City Manager's Report and Summary of Current Events

Mr. Cotterman presented a brief summary of current events.

8. Proposals for Future Agenda Items – None.

9. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 6:49 p.m.

_____

Eric W. Orsborn, Mayor

ATTEST:

_____

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on August 6, 2024. I further certify that a quorum was present.

_____

Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
COUNCIL WORKSHOP
AUGUST 20, 2024
MINUTES

City Hall - 1st Floor / Executive Conference Room
530 East Monroe Avenue
Buckeye, AZ 85326
4:30 p.m.

1. Call to Order/Roll Call

Vice Mayor Goodman called the meeting to order at 4:30 p.m.

Members Present: Councilmember HagEstad (via Microsoft Teams), Councilmember Youngker (via Microsoft Teams), Councilmember Heustis, Councilmember Guy, Councilmember Hess, Vice Mayor Goodman, and Mayor Orsborn.

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, City Attorney Scott McCoy, City Clerk Lucinda Aja, Police Chief Robert Sanders, Development Services Director Brian Craig, Water Resources Director Terry Lowe, Fire Chief Jake Rhoades, Community Services Director Miranda Gomez, Information Technology Director Greg Platacz, Communications and Intergovernmental Affairs Director Annie DeChance, and Economic Development Director Suzie Boyles.

2. Workshop Items

2.A Presentation and discussion regarding entertainment districts and their potential benefit to downtown development activity.

Staff Liaison: Brian Craig, Development Services Director; Adam Copeland, Deputy Director of Development Services

Mr. Craig opened the presentation and provided an overview. Mr. Copeland reviewed information related to entertainment districts. Cities in Arizona are provided with the ability to establish "entertainment districts," allowing for reduced liquor licensing requirements, including the elimination of mandatory separation from public or private schools, within areas that have a mix of entertainment, arts, and cultural venues. Entertainment districts do not allow off premises uses, do not impact existing businesses, do not waive processing of liquor license applications, and do not have any impact on proximity to churches. Maps were displayed depicting recommended entertainment district boundaries. Possible opportunities and challenges were listed and summarized. Councilmember Heustis asked staff to provide further information regarding the possibility of adding additional restrictions regarding certain boundaries within an entertainment district. Vice Mayor Goodman requested clarification regarding any new schools that may locate within an entertainment district. Mr. Copeland stated an entertainment district would not disallow the location of a school within the district after the district has been established. Councilmember Youngker requested clarification regarding the series of liquor licenses that may be impacted by an entertainment district. Mr. Copeland provided additional information regarding the series of liquor licenses that are not impacted by an entertainment

district. General discussion was held regarding potential impacts of establishing and entertainment district in the downtown area of the City along with steps for moving forward.

2.B Presentation to outline the Emergency Communications Plan from the Fire, Police, and Communications Departments.
Staff Liaison: Jake Rhoades, Fire Chief; Robert Sanders, Police Chief; Annie DeChance, Communications and Government Relations Director

Chief Rhoades opened the presentation and provided an overview of incidents or events that are considered emergencies. Chief Sanders reviewed communication goals and communication methods. Ms. DeChance provided information regarding the communication process. General discussion was held regarding the communication plan and steps that have been taken to improve processes. Councilmember Heustis requested further information regarding communication channels used. Chief Sanders stated the Police and Fire Department are already connected and additional cities may be patched in as needed. Mayor Orsborn requested additional information regarding communication with the public in emergency situations. Chief Rhoades summarized methods that can be used to inform the public of emergency situations, as well as additional methods the City has identified to improve public communication.

3. Adjournment.
There being no further business to discuss, Mayor Orsborn adjourned the meeting at 5:25 p.m.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Council Workshop held on August 20, 2024. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
AUGUST 20, 2024
MINUTES

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
6:00 p.m.

Pursuant to A.R.S. § 38-431.03(A)(3) the Council may, by majority vote, recess or adjourn to executive session at one or more times during the meeting, as needed to confer with the City Attorney for legal advice regarding any item listed on this agenda.

1. Call to Order/Invocation/Pledge of Allegiance/Roll Call
Mayor Orsborn called the meeting to order at 6:00 p.m.; Larry Tracey of the Way Out West Coalition led the invocation; Vice Mayor Goodman led the Pledge of Allegiance.

Members Present: Councilmember Youngker (via Microsoft Teams), Councilmember HagEstad (via Microsoft Teams), Councilmember Hess, Councilmember Guy, Councilmember Heustis, Vice Mayor Goodman, and Mayor Orsborn.

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, City Attorney Scott McCoy, City Clerk Lucinda Aja, Community Services Director Miranda Gomez, Water Resources Director Terry Lowe, Information Technology Director Greg Platacz, Development Services Director Brian Craig, Economic Development Director Suzie Boyles, Human Resources Director Cindy Camarata, Fire Chief Jake Rhoades, Police Chief Robert Sanders, Director of Engineering Scott Zipprich, Public Works Director Bret Hodne, City Engineer Ron Moll, and Communications and Government Relations Director Annie DeChance.

2. Comments from the Public – None.

3. Awards/Presentations/Proclamations – None.

4. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. A motion was made by Councilmember Heustis and seconded by Councilmember Hess to approve Items *4.A, *4.B, *4.C, *4.D, *4.E, *4.F, *4.G., *4.H, *4.I, *4.J, *4.K, *4.L, *4.M, *4.N, and *4.O. Motion passed unanimously.

***4.A Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025017) between the City of Buckeye, an Arizona municipal corporation, and Motorola Solutions, Inc., a Delaware limited liability company, for the purchase of hand-held and vehicle mounted portable two-way radios, and service agreements for Computer Aided**

Dispatch and Records Management; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.
Staff Liaison: Robert Sanders, Police Chief

Council approved the Cooperative Contract Purchase Addendum (CCPA No. 2025017) between the City of Buckeye, an Arizona municipal corporation, and Motorola Solutions, Inc., a Delaware limited liability company, for the purchase of hand-held and vehicle mounted portable two-way radios, and service agreements for Computer Aided Dispatch and Records Management; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

***4.B Council to take action on Delivery Order No. 3 to Job Order Contract No. 2019012.01 between the City of Buckeye, an Arizona municipal corporation, and Felix Construction Company, an Arizona corporation, for labor, materials, equipment and services required to install an effluent meter and vault located at the Tartesso Water Reclamation Facility (WRF); and authorize the City Manager to execute and deliver said Delivery Order on behalf of the City of Buckeye.**
Staff Liaison: Terry Lowe, Water Resources Director

Council approved Delivery Order No. 3 to Job Order Contract No. 2019012.01 between the City of Buckeye, an Arizona municipal corporation, and Felix Construction Company, an Arizona corporation, for labor, materials, equipment and services required to install an effluent meter and vault located at the Tartesso Water Reclamation Facility (WRF); and authorize the City Manager to execute and deliver said Delivery Order on behalf of the City of Buckeye.

***4.C Council to take action on Resolution No. 54-24 approving the First Amendment to the Water Services Agreement No. 4 between the City of Buckeye, an Arizona municipal corporation, and Wrublik Children's Holding LLC, an Arizona Limited Liability Company.**
Staff Liaison: Terry Lowe, Director of Water Resources

Council adopted Resolution No. 54-24 approving the First Amendment to the Water Services Agreement No. 4 between the City of Buckeye, an Arizona municipal corporation, and Wrublik Children's Holding LLC, an Arizona Limited Liability Company.

***4.D Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025068) between the City of Buckeye, an Arizona municipal corporation, and Ferguson Enterprises, LLC, a Virginia limited liability company, for the purchase of industrial, building, plumbing, electrical and Heating, Ventilation and Air Conditioning (HVAC) materials; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.**
Staff Liaison: Terry Lowe, Director of Water Resources

Council approved the Cooperative Contract Purchase Addendum (CCPA No. 2025068) between the City of Buckeye, an Arizona municipal corporation, and Ferguson Enterprises, LLC, a Virginia limited liability company, for the purchase of industrial, building, plumbing, electrical and Heating, Ventilation and Air Conditioning (HVAC) materials; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

***4.E Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025074) between the City of Buckeye, an Arizona municipal corporation, and Weber Water Resources, LLC, an Arizona limited liability company, for water and wastewater equipment maintenance and repair services; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.**
Staff Liaison: Terry Lowe, Water Resources Director

Council approved the Cooperative Contract Purchase Addendum (CCPA No. 2025074) between the City of Buckeye, an Arizona municipal corporation, and Weber Water Resources, LLC, an Arizona limited liability company, for water and wastewater equipment maintenance and repair services; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

***4.F Council to take action on the Non-Exclusive Roadway Easement Agreement between Raymond R. Wrublik, Trustee, as Grantor, and the City of Buckeye, Arizona, an Arizona municipal corporation, as Grantee, for APN 504-31-001G and APN 504-31-001H; and authorize the City Manager to execute and deliver the Non-Exclusive Roadway Easement Agreement on behalf of the City of Buckeye.**
Staff Liaison: Riley Quinlan, Interim CIP Manager

Council approved the Non-Exclusive Roadway Easement Agreement between Raymond R. Wrublik, Trustee, as Grantor, and the City of Buckeye, Arizona, an Arizona municipal corporation, as Grantee, for APN 504-31-001G and APN 504-31-001H; and authorize the City Manager to execute and deliver the Non-Exclusive Roadway Easement Agreement on behalf of the City of Buckeye.

***4.G Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025075) between the City of Buckeye, an Arizona municipal corporation, and Logicalis, Inc., a New York corporation, to provide equipment, software licensing, maintenance agreements and services; and authorize the City Manager to execute the CCPA on behalf of the City of Buckeye.**
Staff Liaison: Greg Platacz, Information Technology Director

Council approved the Cooperative Contract Purchase Addendum (CCPA No. 2025075) between the City of Buckeye, an Arizona municipal corporation, and Logicalis, Inc., a New York corporation, to provide equipment, software licensing, maintenance agreements and services; and authorize the City Manager to execute the CCPA on behalf of the City of Buckeye.

***4.H Council to take action on the Trade Services Job Order Contracts (Nos. 2025047, 2025048, 2025049, 2025050, 2025051, 2025052, 2025053, 2025054, 2025055, 2025056, 2025057, 2025058, 2025059, 2025060, 2025061) between the City of Buckeye and Guys Contracting, LLC; Woodruff Construction; Diversified Flooring Services, LLC; D Lux Painting; DH Pace Company, Inc.; Pueblo Mechanical and Controls, LLC; Cardinal Electric, LLC; Hawkeye Electric, Inc.; Breinholt Contracting Co., Inc.; Caballero's Landscaping, Inc.; SDB, Inc. dba SDB Contracting Services; and Invader Pest Management, Inc. for Job Order Contracts for multiple Trade Services; authorize the awarding of the Contracts and the City Manager to execute any future Delivery Orders under these Contracts on behalf of the City of Buckeye.**
Staff Liaison: William Kauppi, Chief Financial Officer

Council approved the Trade Services Job Order Contracts (Nos. 2025047, 2025048, 2025049, 2025050, 2025051, 2025052, 2025053, 2025054, 2025055, 2025056, 2025057, 2025058, 2025059, 2025060, 2025061) between the City of Buckeye and Guys Contracting, LLC; Woodruff Construction; Diversified Flooring Services, LLC; D Lux Painting; DH Pace Company, Inc.; Pueblo Mechanical and Controls, LLC; Cardinal Electric, LLC; Hawkeye Electric, Inc.; Breinholt Contracting Co., Inc.; Caballero's Landscaping, Inc.; SDB, Inc. dba SDB Contracting Services; and Invader Pest Management, Inc. for Job Order Contracts for multiple Trade Services; authorize the awarding of the Contracts and the City Manager to execute any future Delivery Orders under these Contracts on behalf of the City of Buckeye.

***4.I Council to take action on the submission of a $169,914 Invasive Plant Eradication Grant application through the Arizona Department of Forestry and Fire Management (DFFM) for the prevention, control, and eradication of non-native invasive plants and noxious weeds on approximately 500 acres of Skyline Regional Park.**
Staff Liaison: Rob Roach, Grant Program Manager

Council approved the submission of a $169,914 Invasive Plant Eradication Grant application through the Arizona Department of Forestry and Fire Management (DFFM) for the prevention, control, and eradication of non-native invasive plants and noxious weeds on approximately 500 acres of Skyline Regional Park.

***4.J Council to take action on the submission of a $400,000 Fiscal Year 2024 Body-Worn Camera Policy and Implementation Program application through the United States Department of Justice for the purchase of 200 new Body-Worn Cameras (BWCs) over a 36-month period, 200 Auto-Transcribe service licenses for 36 months, and 200 Redaction Assistant licenses for 36 months.**
Staff Liaison: Rob Roach, Grant Program Manager

Council approved the submission of a $400,000 Fiscal Year 2024 Body-Worn Camera Policy and Implementation Program application through the United States Department of Justice for the purchase of 200 new Body-Worn Cameras (BWCs) over a 36-month period, 200 Auto-Transcribe service licenses for 36 months, and 200 Redaction Assistant licenses for 36 months.

***4.K Council to take action to approve and authorize the execution of the award of a $105,700 Electric Vehicle Charging Infrastructure siting planning grant through the Maricopa Association of Governments for the development and completion of an Electric Vehicle (EV) charging station siting plan to determine types of charging stations and locations in which the charging stations could be implemented.**
Staff Liaison: Rob Roach, Grant Program Manager

Council approved and authorized the execution of the award of a $105,700 Electric Vehicle Charging Infrastructure siting planning grant through the Maricopa Association of Governments for the development and completion of an Electric Vehicle (EV) charging station siting plan to determine types of charging stations and locations in which the charging stations could be implemented.

***4.L Council to take action on the submission of a $12,000,000 Fiscal Year 2024 Building Resilient Infrastructure and Communities (BRIC) - Arizona Department of Emergency and Military Affairs (AZ DEMA) grant application for the design and construction of a flood prevention earthwork ring levee around the Buckeye Central Water Reclamation Facility (WRF).**
Staff Liaison: Rob Roach, Grant Program Manager

Council approved the submission of a $12,000,000 Fiscal Year 2024 Building Resilient Infrastructure and Communities (BRIC) - Arizona Department of Emergency and Military Affairs (AZ DEMA) grant application for the design and construction of a flood prevention earthwork ring levee around the Buckeye Central Water Reclamation Facility (WRF).

***4.M Council to take action on the Telecommunications License and Right-of-way use agreement between the City of Buckeye and FirstDigital Communications Arizona, LLC, a Utah limited liability company, and authorizing the City Manager to execute and deliver said agreement on behalf of the City of Buckeye.**
Liaison: Ron Moll, City Engineer

Council approved the Telecommunications License and Right-of-way use agreement between the City of Buckeye and FirstDigital Communications Arizona, LLC, a Utah limited liability company, and authorizing the City Manager to execute and deliver said agreement on behalf of the City of Buckeye.

***4.N Council to take action on the Public Improvements In-Lieu Payment Agreement between the City of Buckeye, an Arizona municipal corporation, and Buckeye N Watson Partners, LP, a Delaware limited partnership; and authorize the City Manager to execute and deliver said Agreement on behalf of the City of Buckeye.**
Staff Liaison: Ron Moll, City Engineer

Council approved the Public Improvements In-Lieu Payment Agreement between the City of Buckeye, an Arizona municipal corporation, and Buckeye N Watson Partners, LP, a Delaware limited partnership; and authorize the City Manager to execute and deliver said Agreement on behalf of the City of Buckeye.

***4.O Council to take action on the June 18, 2024 Regular Council Meeting Minutes.**
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the June 18, 2024 Regular Council Meeting Minutes.

5. Public Hearings / Non-Consent - New Business

5.A Council to take action on Resolution No. 56-24 amending the Operating Management Policies of the City of Buckeye; providing for repeal of conflicting resolutions; providing for severability; and providing for changes to the financial policies to conform.
Staff Liaison: William Kauppi, Chief Financial Officer

Budget Manager Greg Luethje provided an overview of Resolution No. 56-24. The purpose of the Financial Operating Policies is to establish the framework for overall fiscal planning and management and set guidelines for both current activities and long-range planning. The overall goals are to maintain financial stability and be able to adapt to changes in the economy or new services while adhering to practices established by the Government Finance Officers Association. In addition, the policy provides guidance and clarity on the structure and development of the budget, defining the budget control system, how to amend the budget and specific revenue and expenditure principles to ensure ongoing financial sustainability and operating practices. The current document, titled "Operating Management Policies", was adopted by Council on June 4, 2019, Resolution No. 43-19. A motion was made by Councilmember Heustis and seconded by Vice Mayor Goodman to adopt Resolution No. 56-24 amending the Operating Management Policies of the City of Buckeye; providing for repeal of conflicting resolutions; providing for severability; and providing for changes to the financial policies to conform. Motion passed unanimously.

6. Comments from the Mayor and Council

Councilmember Guy: congratulated Nancy Love on her recent retirement and thanked her for her contributions to the City.

Mayor Orsborn: thanked Nancy Love and congratulated her on her recent retirement.

7. City Manager's Report and Summary of Current Events

Mr. Cotterman presented a brief summary of current events.

8. Proposals for Future Agenda Items – None.

9. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 6:11 p.m.

_____

Eric W. Orsborn, Mayor

ATTEST:

_____

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on August 20, 2024. I further certify that a quorum was present.

_____

Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
SPECIAL COUNCIL MEETING AND COUNCIL EXECUTIVE SESSION
SEPTEMBER 3, 2024
MINUTES

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
4:30 p.m.

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 4:30 p.m.

Members Present:	Councilmember Youngker (via Microsoft Teams), Councilmember HagEstad, Councilmember Hess (via Microsoft Teams), Councilmember Heustis, Councilmember Guy, Vice Mayor Goodman, and Mayor Orsborn.
Members Absent:	None.
Departments Present:	City Manager Dan Cotterman, Deputy City Manager Javier Setovich, City Attorney Scott McCoy, and City Clerk Lucinda Aja.

2. Convene into Executive Session

At 4:30 p.m. a motion was made by Vice Mayor Goodman and seconded by Councilmember Heustis to convene into Executive Session pursuant to A.R.S. Section 38-431.03 A.4 for discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding pending litigation or in settlement discussions conducted in order to avoid or resolve litigation in connection with the Building Products Company matter. Motion passed unanimously.

3. Reconvene into Public Meeting

At 4:57 p.m. a motion was made by Vice Mayor Goodman and seconded by Councilmember Heustis to reconvene into the Public Meeting. Motion passed unanimously.

4. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 4:57 p.m.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Special Council Meeting and Executive Session held on September 3, 2024. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

BUCKEYE, AZ

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
SEPTEMBER 3, 2024
MINUTES

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
6:00 p.m.

Pursuant to A.R.S. § 38-431.03(A)(3) the Council may, by majority vote, recess or adjourn to executive session at one or more times during the meeting, as needed to confer with the City Attorney for legal advice regarding any item listed on this agenda.

1. Call to Order/Invocation/Pledge of Allegiance/Roll Call
Mayor Orsborn called the meeting to order at 6:00 p.m.; Mayor Orsborn led the invocation; Councilmember Guy led the Pledge of Allegiance.

Members Present: Councilmember Youngker (arrived at 6:02 p.m. via Microsoft Teams), Councilmember HagEstad, Councilmember Hess (via Microsoft Teams), Councilmember Guy, Councilmember Heustis, Vice Mayor Goodman, and Mayor Orsborn.

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, City Attorney Scott McCoy, City Clerk Lucinda Aja, Assistant to the Mayor Christine Grundy, Chief Financial Officer William Kauppi, Water Resources Director Terry Lowe, Community Services Director Miranda Gomez, Information Technology Director Greg Platacz, Development Services Director Brian Craig, Economic Development Director Suzie Boyles, Human Resources Director Cindy Camarata, Fire Chief Jake Rhoades, Police Chief Robert Sanders, Director of Engineering Scott Zipprich, and Deputy Director of Communications John O'Halloran.

2. Comments from the Public – None.

3. Awards/Presentations/Proclamations – None.

4. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. A motion was made by Councilmember Heustis and second by Vice Mayor Goodman to approve Items 4.A, *4.B, *4.C, *4.D, *4.E, *4.F, *4.G., *4.H, *4.I, *4.J, *4.K, *4.L, *4.M, *4.N, *4.O., *4.P, *4.Q, *4.R, and *4.S. Motion passed unanimously.

***4.A Council to take action on Resolution No. 59-24 approving the renewal of an Intergovernmental Agreement entered into on July 11, 2019 between the City of Buckeye and the Saddle Mountain Unified School District No. 90 for the shared use of facilities; and authorizing the City Manager to execute and deliver the Agreement.**

Staff Liaison: Miranda Gomez, Community Services Director

Council adopted Resolution No. 59-24 approving the renewal of an Intergovernmental Agreement entered into on July 11, 2019 between the City of Buckeye and the Saddle Mountain Unified School District No. 90 for the shared use of facilities; and authorizing the City Manager to execute and deliver the Agreement.

***4.B Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025039) between the City of Buckeye, an Arizona municipal corporation, and San Tan Auto Partners, LLC, DBA San Tan Ford, an Arizona limited liability company, for the purchase of light and medium duty vehicles; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.**
Staff Liaison: Bret Hodne, Public Works Director

Council approved the Cooperative Contract Purchase Addendum (CCPA No. 2025039) between the City of Buckeye, an Arizona municipal corporation, and San Tan Auto Partners, LLC, DBA San Tan Ford, an Arizona limited liability company, for the purchase of light and medium duty vehicles; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

***4.C Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025028) between the City of Buckeye, an Arizona municipal corporation, and Don Sanderson Ford, Inc., an Arizona municipal corporation, for the purchase of light and medium duty vehicles, and authorizing the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.**
Staff Liaison: Bret Hodne, Public Works Director

Council approved the Cooperative Contract Purchase Addendum (CCPA No. 2025028) between the City of Buckeye, an Arizona municipal corporation, and Don Sanderson Ford, Inc., an Arizona municipal corporation, for the purchase of light and medium duty vehicles, and authorizing the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

***4.D Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025127) between the City of Buckeye, an Arizona municipal corporation, and Sewer Equipment Co. of America, an Illinois corporation, to purchase a Hydo-Excavator Truck along with authorization for the City Manager to execute and deliver the Cooperative Contract Purchase Addendum on behalf of the City of Buckeye.**
Staff Liaison: Bret Hodne, Public Works Director

Council approved the Cooperative Contract Purchase Addendum (CCPA No. 2025127) between the City of Buckeye, an Arizona municipal corporation, and Sewer Equipment Co. of America, an Illinois corporation, to purchase a Hydo-Excavator Truck along with authorization for the City Manager to execute and deliver the Cooperative Contract Purchase Addendum on behalf of the City of Buckeye.

***4.E Council to take action on Task Order No. 7 to the On-Call Consulting Contract (No. 2022003.35) between the City of Buckeye, an Arizona municipal corporation, and Tristar Engineering and Management, Inc., an Arizona corporation, related to civil inspections for various projects/permits such as earthwork, asphalt work, concrete work, wet and dry utilities, traffic control and bridge inspection projects; and authorizing the City Manager to execute and deliver said Task Order of behalf of the City.**
Staff Liaison: Brian Craig, Development Services Director

Council approved Task Order No. 7 to the On-Call Consulting Contract (No. 2022003.35) between the City of Buckeye, an Arizona municipal corporation, and Tristar Engineering and Management, Inc., an Arizona corporation, related to civil inspections for various projects/permits such as earthwork, asphalt work, concrete work, wet and dry utilities, traffic control and bridge inspection projects; and authorizing the City Manager to execute and deliver said Task Order of behalf of the City.

***4.F Council to take action on a Final Plat of Westpark Phase 2.2 "Parcel 7S," located north of the northwest corner of West Westpark Loop North and West Warner Street.**
Staff Liaison: Patricia Cooley, Planner 1

Council approved a Final Plat of Westpark Phase 2.2 "Parcel 7S," located north of the northwest corner of West Westpark Loop North and West Warner Street.

***4.G Council to take action on a Final Plat of Westpark Phase 2.2 "Parcel 8," located at the northwest corner of West Westpark Loop North and West Warner Street.**
Staff Liaison: Patricia Cooley, Planner 1

Council approved a Final Plat of Westpark Phase 2.2 "Parcel 8," located at the northwest corner of West Westpark Loop North and West Warner Street.

***4.H Council to take action on a Final Plat of Westpark Phase 2.2 "Parcel 19," a subdivision located northeast of the intersection of West Westpark Loop North and West Warner Street.**
Staff Liaison: Patricia Cooley, Planner 1

Council approved a Final Plat of Westpark Phase 2.2 "Parcel 19," a subdivision located northeast of the intersection of West Westpark Loop North and West Warner Street.

***4.I Council to take action on a Final Plat titled Westpark Phase 2.2 "Parcel 20N," a subdivision located northeast of the intersection of West Westpark Loop North and West Warner Street.**
Staff Liaison: Patricia Cooley, Planner 1

Council approved a Final Plat titled Westpark Phase 2.2 "Parcel 20N," a subdivision located northeast of the intersection of West Westpark Loop North and West Warner Street.

***4.J Council to take action on a Final Plat of Westpark Phase 2.2 "Parcel 7N," located north of the northwest corner of West Westpark Loop North and West Warner Street.**
Staff Liaison: Patricia Cooley, Planner 1

Council approved a Final Plat of Westpark Phase 2.2 "Parcel 7N," located north of the northwest corner of West Westpark Loop North and West Warner Street.

***4.K Council to take action on a Final Plat for Buckeye Ten 85, generally located at the southeast corner of State Route 85 and West Southern Avenue.**
Staff Liaison: Bart Wingard, Principal Planner

Council approved a Final Plat for Buckeye Ten 85, generally located at the southeast corner of State Route 85 and West Southern Avenue.

***4.L Council to take action on the Public Improvements In-Lieu Payment Agreement between the City of Buckeye, an Arizona municipal corporation, and CRP/Martens Mission Park Owner, L.L.C., a Delaware limited liability company; and authorize the City Manager to execute and deliver said Agreement on behalf of the City of Buckeye.**
Staff Liaison: Ron Moll, City Engineer

Council approved the Public Improvements In-Lieu Payment Agreement between the City of Buckeye, an Arizona municipal corporation, and CRP/Martens Mission Park Owner, L.L.C., a Delaware limited liability company; and authorize the City Manager to execute and deliver said Agreement on behalf of the City of Buckeye.

***4.M Council to take action on Resolution No. 57-24 accepting a Petition, Waiver and Consent to Formation of a Maintenance Improvement District by the City of Buckeye; declaring the intention to form a Maintenance Improvement District; designating such District as "City of Buckeye Maintenance Improvement District No. MID-2024-002"; and providing for the annual levy of taxes or an annual assessment against the lots within the District in proportion to the benefits received; and ordering the recording and filing of this Resolution.**
Staff Liaison: Brian Craig, Development Services Director

Council adopted Resolution No. 57-24 accepting a Petition, Waiver and Consent to Formation of a Maintenance Improvement District by the City of Buckeye; declaring the intention to form a Maintenance Improvement District; designating such District as "City of Buckeye Maintenance Improvement District No. MID-2024-002"; and providing for the annual levy of taxes or an annual assessment against the lots within the District in proportion to the benefits received; and ordering the recording and filing of this Resolution.

***4.N Council to take action on Resolution No. 58-24 ordering the work as described in Resolution No. 57-24; ordering the formation of City of Buckeye Maintenance Improvement District No. MID-2024-002; and ordering the recording and filing of this Resolution.**
Staff Liaison: Brian Craig, Development Services Director

Council adopted Resolution No. 58-24 ordering the work as described in Resolution No. 57-24; ordering the formation of City of Buckeye Maintenance Improvement District No. MID-2024-002; and ordering the recording and filing of this Resolution.

***4.O Council to take action on Resolution No. 55-24 enlarging City of Buckeye Street Lighting Improvement District No. 2006-SLID-009 and ordering recording and filing of this Resolution.**
Staff Liaison: Brian Craig, Development Services Director

Council adopted Resolution No. 55-24 enlarging City of Buckeye Street Lighting Improvement District No. 2006-SLID-009 and ordering recording and filing of this Resolution.

***4.P Council to take action on the Job Order Contracts (Nos. 2025081, 2025082, 2025083, 2025084, 2025085, 2025086, 2025087, 2025088, 2025089, 2025090, 2025091, 2025092, 2025093, 2025094, 2025095, 2025096, 2025097, 2025100, 2025101, 2025102, 2025103, 2025104, 2025105, 2025106, 2025107, 2025108, 2025109, 2025110, 2025111, 2025112, 2025113, and 2025114) between the City of Buckeye and M.R. Tanner Development and**

Construction, LLC, Haydon Companies, LLC, Sunland Asphalt & Construction, LLC, Talis Construction Corporation, Willmeng Construction, Inc., Haydon Companies, LLC, J. Banicki Construction, Inc., Brycon Corporation, S.D. Crane Builders, Inc., Combs Construction Company, Inc., KBE Building Corporation, BWC Enterprises, Inc., Achen-Gardner Construction, LLC, B & F Contracting, Inc., TF Contracting Services, LLC, DCS Contracting, Inc., Felix Construction Company, MGC Contractors, Inc., Hunter Contracting Co., Schofield Civil Construction, LLC, PCL Construction, Inc., and ASR Construction Group, LLC; authorize the awarding of the Contracts and the City Manager to execute any future Delivery Orders under these contracts on behalf of the City of Buckeye.
Staff Liaison: Nicola Perrera, Procurement Manager

Council approved Job Order Contracts (Nos. 2025081, 2025082, 2025083, 2025084, 2025085, 2025086, 2025087, 2025088, 2025089, 2025090, 2025091, 2025092, 2025093, 2025094, 2025095, 2025096, 2025097, 2025100, 2025101, 2025102, 2025103, 2025104, 2025105, 2025106, 2025107, 2025108, 2025109, 2025110, 2025111, 2025112, 2025113, and 2025114) between the City of Buckeye and M.R. Tanner Development and Construction, LLC, Haydon Companies, LLC, Sunland Asphalt & Construction, LLC, Talis Construction Corporation, Willmeng Construction, Inc., Haydon Companies, LLC, J. Banicki Construction, Inc., Brycon Corporation, S.D. Crane Builders, Inc., Combs Construction Company, Inc., KBE Building Corporation, BWC Enterprises, Inc., Achen-Gardner Construction, LLC, B & F Contracting, Inc., TF Contracting Services, LLC, DCS Contracting, Inc., Felix Construction Company, MGC Contractors, Inc., Hunter Contracting Co., Schofield Civil Construction, LLC, PCL Construction, Inc., and ASR Construction Group, LLC; authorize the awarding of the Contracts and the City Manager to execute any future Delivery Orders under these contracts on behalf of the City of Buckeye.

***4.Q Council to take action on the submission of a $670,000 Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) Post-Fire Grant application through the Arizona Department of Emergency and Military Affairs (AZDEMA) for the removal of fire fuel to mitigate the risk of wildfire in the White Tank Mountain Range which borders the master-planned community of Verrado.**
Staff Liaison: Rob Roach, Grant Program Manager

Council approved the submission of a $670,000 Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) Post-Fire Grant application through the Arizona Department of Emergency and Military Affairs (AZDEMA) for the removal of fire fuel to mitigate the risk of wildfire in the White Tank Mountain Range which borders the master-planned community of Verrado.

***4.R Council to take action on the Memorandum of Understanding (MOU) between the City of Buckeye, an Arizona municipal corporation, and DMB White Tank, LLC, an Arizona limited liability company (DMB), related to the dedication of real property located West of Verrado High School and North of Indian School Road for the proposed future site for Victory Fire Station #708, related to CIP No. 109260 Verrado North Fire Station Land Acquisition, and authorize the City Manager to execute and deliver the MOU on behalf of the City of Buckeye.**
Staff Liaison: James Zwerg, CIP Project Manager

Council approved the Memorandum of Understanding (MOU) between the City of Buckeye, an Arizona municipal corporation, and DMB White Tank, LLC, an Arizona limited liability company (DMB), related to the dedication of real property located West of Verrado High School and North of

Indian School Road for the proposed future site for Victory Fire Station #708, related to CIP No. 109260 Verrado North Fire Station Land Acquisition, and authorize the City Manager to execute and deliver the MOU on behalf of the City of Buckeye.

***4.S Council to take action on the grant of a utility easement, as set forth in the Utility Easement Agreement between the City of Buckeye, an Arizona municipal corporation, and Arizona Public Service Company (APS), an Arizona corporation; and authorize the City Manager to execute and deliver said Agreement on behalf of the City of Buckeye.**
Staff Liaison: Steve Riley, Construction Project Manager

Council approved the grant of a utility easement, as set forth in the Utility Easement Agreement between the City of Buckeye, an Arizona municipal corporation, and Arizona Public Service Company (APS), an Arizona corporation; and authorize the City Manager to execute and deliver said Agreement on behalf of the City of Buckeye.

5. Comments from the Mayor and Council

Mayor Orsborn: presented statements regarding the Arizona League of Cities and Towns Annual Conference he recently attended.

6. City Manager's Report and Summary of Current Events

Mr. Cotterman presented a brief summary of current events.

7. Proposals for Future Agenda Items – None.

8. Adjournment
There being no further business to discuss, Mayor Orsborn adjourned the meeting at 6:04 p.m.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on September 3, 2024. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk