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
# AUGUST 6, 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.*

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

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**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**

**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. 42-24 enlarging City of Buckeye Street Lighting Improvement District No. SLID-2022-006 and ordering recording and filing of this Resolution.
Summary: Both Street Lighting Improvement Districts (SLIDs) and Maintenance Improvement

Districts (MIDs) provide for the benefit of ensuring there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDs ensure that only the owners that benefit from the lighting in their community pay for that service. Having the costs of street and public park lighting within a SLID borne by the owners in a development ensures that the revenue needed to fund these costs is always in place.
Staff Liaison: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov, (623) 349-6209

***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.
Summary: Both Street Lighting Improvement Districts (SLIDs) and Maintenance Improvement Districts (MIDs) provide for the benefit of ensuring there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDs ensure that only the owners that benefit from the lighting in their community pay for that service. Having the costs of street lighting within a SLID borne by the owners in a development ensures that the revenue needed to fund these costs is always in place.
Staff Liaison: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov, (623) 349-6209

***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.
Summary: Both Street Lighting Improvement Districts (SLIDs) and Maintenance Improvement Districts (MIDs) provide for the benefit of ensuring there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDs ensure that only the owners that benefit from the lighting in their community pay for that service. Having the costs of street and public park lighting within a SLID borne by the owners in a development ensures that the revenue needed to fund these costs is always in place.
Staff Liaison: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov, (623) 349-6209

***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.
Summary: Both Street Lighting Improvement Districts (SLIDs) and Maintenance Improvement Districts (MIDs) provide for the benefit of ensuring there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDs ensure that only the owners that benefit from the lighting in their community pay for that service. Having the costs of street and public park lighting within a SLID borne by the owners in a development ensures that the revenue needed to fund these costs is always in place.

Staff Liaison: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov, (623) 349-6209

***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.

Summary: The City currently utilizes a Residential and Commercial Project Public Infrastructure Assurance Agreement (PIAA) that provides financial assurance via approved forms of security. As part of Pulte Home Company, LLC ("Pulte") developments throughout the City of Buckeye, Pulte is requesting a list of claims to be excluded from the City's standard PIAA template, Section 7.14 Waiver of Claims. The list of excluded claims will be added to Exhibit G of the template and will create a new PIAA template for use on all Pulte's developments, which will be used by staff to efficiently process PIAA's for Pulte developments. The exhibit has been utilized in the past. Council approval is requested as to the form and substance, and the 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. Approval of this PIAA template will eliminate the need to come forward to Council for approval each time, thus saving time.

Staff Liaison: Ron Moll, City Engineer, rmoll@buckeyeaz.gov, (623) 986-8442

***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.

Summary: The City and Nevada Holding Co., L.P., entered into a Public Infrastructure Reimbursement Agreement on June 7, 2022. Subsequent to entering into that Agreement, the City became aware of a right-of-way issue for the north half of Roosevelt Street between Tuthill channel and Jackrabbit Trail. Rather than pursue the acquisition of additional right-of-way from the Arizona State Land Department for the north half of Roosevelt Street, the City elected to revise the scope of the infrastructure. Resolution of the right-of-way issue and redesigning of the Infrastructure has delayed the project, which has negatively impacted the timing and costs. The purpose of this First Amendment is to revise the completion date for the infrastructure, the scope of the infrastructure, and the infrastructure reimbursement amount. While the infrastructure to be constructed and installed by owner is necessary to serve the development and includes certain improvements that are of regional benefit to the City and its residents.

Staff Liaison: Ron Moll, City Engineer, rmoll@buckeyeaz.gov, (623) 986-8442

***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.

Summary: The purpose of this request is to annex certain Maricopa County right-of-way generally located on McDowell Road between Tuthill Wash to 194th Avenue. This annexation will allow the City to complete utilities and future roadway improvements. No public hearing is required. This annexation will improve traffic circulation in the area and further streamline the civil permitting process within the right-of-way.

Staff Liaison: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215

***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.
Summary: The purpose of this request is to annex certain Maricopa County rights-of-way located on MC 85 west of Miller Road. This annexation will allow the City to complete future roadway improvements. No public hearing is required. This annexation will improve traffic circulation in the area and further streamline the civil permitting process within the rights-of-way.
Staff Liaison: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215

***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.
Summary: Casey Pennington of Atwell, LLC, on behalf of NexMetro Marigold, LLC, is requesting approval of a Replat of 19.05 acres dedicating rights-of-way, utility easements, and the abandonment of a 12-foot irrigation easement located west of the southwest corner of Jackrabbit Trail and Thomas Road. The subject parcel will accommodate the proposed Avilla Marigold Multifamily project.
Staff Liaison: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 208-8830

***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.
Summary: The City plans to install streetlights on the north and south sides, as well as in the median, of Sun Valley Parkway between I-10 and the eastern property line of Sun City Festival. The streetlights will be installed within the County right-of-way, and this Intergovernmental Agreement (IGA) permits the City to proceed with the installation along Sun Valley Parkway.
Staff Liaison: Scott Zipprich, Engineering Director, szipprich@buckeyeaz.gov, (623) 349-6217

***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.
Summary: This Intergovernmental Agreement (IGA) will allow the City to install ten welcome signs for residents and visitors. Each sign will measure approximately 60 inches wide by 48 inches tall and will be placed in ten different locations around the City.
Staff Liaison: Scott Zipprich, Engineering Director, szipprich@buckeyeaz.gov, (623) 349-6217

***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 Manger to execute and deliver said Agreement and related documents on behalf of the City of Buckeye.
Summary: The existing four-way stop-controlled intersection at Jackrabbit Trail and Van Buren Street was evaluated by Maricopa County and meets the standards of the 2009 Manual on Uniform Traffic Control Devices (MUTCD) for the installation of a traffic signal. This assessment has led to plans for improvements at the intersection and the City agreed to design and construct the traffic signal for the intersection. The northwest, southwest, and southeast corners of the intersection are within the City of Buckeye with the northeast corner of the intersection within the County. The improvements to the intersection of Jackrabbit Trail and Van Buren Street will

include the construction of new traffic signals to enhance traffic flow and safety. The City will contribute 75 percent of the total project cost, estimated at $1,404,471.
Staff Liaison: Scott Zipprich, Engineering Director, szipprich@buckeyeaz.gov, (623) 349-6217

***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.
Summary: The proposed design services includes a traffic signal at SR85 and Broadway Road with improvements to roadway, drainage, signing, and pavement marking. This is the third and final SR85 intersection needing a signal, following designs at Baseline Road and Southern Avenue. Kimley-Horn and Associates, Inc., is the Engineer of Record. The total amount to be paid under this Task Order shall not exceed $193,769.82.
Staff Liaison: James Zwerg, CIP Project Manager, jzwerg@buckeyeaz.gov, (602) 558-2076

***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.
Summary: The proposed Task Order includes an SR85 traffic analysis/report from MC85 to Interstate 10 and for the Information Technology System (ITS) Improvements. The analysis/report will consist of information such as signal timing, sensitivity analysis, and comparison of delays and queuing within the project location. The total cost to be paid under this Task Order shall not exceed $197,482.
Staff Liaison: James Zwerg, CIP Project Manager, jzwerg@buckeyeaz.gov, (602) 558-2076

***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.
Summary: The proposed Change Order includes the design and construction drawings for the construction of Rooks Road from MC85 north to Baseline Road, including a bridge that crosses the Buckeye Irrigation District (BID) canal, and includes the design of an "interim" roadway. The original Task Order and Change Order for this project provided preliminary design services to demonstrate to the City that Rooks Road, an arterial designation, could be designed and constructed within the existing right-of-way. With unforeseen factors, a time extension is necessary for this project. The total amount to be paid under this Change Order shall not exceed $148,019.88.
Staff Liaison: James Zwerg, CIP Project Manager, jzwerg@buckeyeaz.gov, (602) 558-2076

***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.
Summary: The tower for emergency communications tower will be located on the Tartesso Water Reclamation Facility (WRF) property and is a critical component to the Public Safety Communications regional infrastructure for the City of Buckeye and the Regional Wireless Cooperative (RWC) valley-wide partnership. This CCPA specifically pertains to the management and construction of the tower, specialized antennas, and equipment essential for its operation. The total amount to be paid under this CCPA shall not exceed $1,793,473.67.
Staff Liaison: James Zwerg, CIP Project Manager, jzwerg@buckeyeaz.gov, (602) 558-2076

***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.
Summary: The proposed Change Order includes the additional funds necessary for the construction of the Police Equipment Storage Steel Structure due to unforeseen project inhibitors in elevations in the existing parking lot. Specifically, the grade of the parking lot had to be re-established due to the removal of certain improvements. The proposed Change Order also includes an amendment of the original Scope of Work and Contract Price, and does not affect the contract term end date for project completion. This Change Order increases the not-to-exceed amount from $235,327 to $281,065.72.
Staff Liaison: Steve Riley, Construction Project Manager, sriley@buckeyeaz.gov, (623) 687-8442

***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.
Summary: Approval of this CCPA will allow for construction to begin on the Apache Road and Southern Avenue intersection for traffic signal construction and improvements. Haydon Building Corp. is the Construction Manager at Risk (CMAR). The CMAR will perform all pre-construction services, management, and construction services including providing all materials, equipment, tools, and labor necessary to complete the work. The total amount to be paid under this CCPA shall not exceed $1,901,472.89.
Staff Liaison: Steve Riley, Construction Project Manager, sriley@buckeyeaz.gov, (623) 687-8442

***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.
Summary: Approval of this Contract will allow for construction and improvements to begin on the Miller Road, Durango Street to Lower Buckeye Road project. J. Banicki Construction, Inc., is the Contractor for the project and will perform all pre-construction services, management, and construction services, including providing all materials, equipment, tools, and labor necessary to complete the work. The total cost to be paid under this Contract shall not exceed $11,018,061.47.
Staff Liaison: Rodrigo Nemi, Interim CIP Project Manager, rnemi@buckeyeaz.gov, (623) 204-

8442

***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.

Summary: State and local governments across the country have been litigating against the opioid industry. In 2020, Council approved the One Arizona Opioid Settlement Memorandum of Understanding ("One Arizona Plan") between the State and Participating Local Governments. The One Arizona Plan served to jointly approach settlement negotiations with the Pharmaceutical Supply Chain Participants AND establishes Arizona's disbursement of the funds related to a national class action lawsuit against opioid manufactures and distributors. In 2021, Council approved the One Arizona Distribution of Opioid Settlement Funds Agreement, authorizing the State to conditionally approve settlements with distributors (i) McKesson, (ii) AmerisourceBergen and (iii) Cardinal, and manufacturer Johnson & Johnson. In 2022, Council approved the execution and delivery of the National Opioids Distributor Settlement Agreement with three opioid distributors, McKesson, AmerisourceBergen and Cardinal, and the Janssen Settlement Agreement with one manufacturer, Johnson & Johnson. In 2023, the City approved Settlement Participation Forms for opioid distributors Teva, Allergan, Walmart, Walgreens and CVS. In 2024, a proposed nationwide settlement agreement was reached that will resolve legal claims of states and local political subdivisions against regional supermarket Kroger Co. The State of Arizona has elected to participate in the Kroger Settlement. The City of Buckeye is an eligible political subdivision. The Deadline to opt in to the Kroger Settlement is August 12, 2024.

Staff Liaison: Cindy Camarata, Human Resources Director, ccamarata@buckeyeaz.gov, (623) 349-6318

***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.

Summary: The proposed Amendment renews the Intergovernmental Agreement (IGA) between Maricopa County Human Services and the City. The County will provide the City with up to $165,000 to administer the Community Action Program (CAP), which provides case management for social services to Buckeye residents.

Staff Liaison: Philip Yabes, Community Center Manager, pyabes@buckeyeaz.gov, (623) 349-6604

***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.

Summary: The City's Senior Program has been awarded funding from Area Agency on Aging,

Region One, in the amount of $360,000, to be used to provide congregate and home delivered meals, transportation services for seniors and disabled individuals, and multipurpose center operations.
Staff Liaison: Philip Yabes, Community Center Manager, pyabes@buckeyeaz.gov, (623) 349-6604

***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.
Summary: The Agreement between the City of Buckeye and Area Agency on Aging Region One Incorporated allows the City of Buckeye Senior Program to utilize three Ford Escapes and one Starcraft Allstar Mini-ADA bus owned by Area Agency on Aging and leased to the City to conduct home delivered meal programs and transportation services. The City is responsible for all vehicle maintenance, insurance requirements and all other operational expenses related to the service of these vehicles. The City can lease these vehicles for $1 each per fiscal year.
Staff Liaison: Philip Yabes, Community Center Manager, pyabes@buckeyeaz.gov, (623) 349-6604

***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.
Summary: In Fiscal Year 2023, the City contracted with J2 Engineering to complete a facility assessment of Earl Edgar Recreational Facility (the Park), which evaluated the Park's infrastructure, facilities, and space. A major finding identified in the assessment was the need to replace the aging master valve and pump skid for the Park's irrigation system. Staff worked with J2 Engineering to complete design of the replacement and subsequently competitively bid the replacement project. The total amount to be paid under the Contract shall not exceed $757,757.
Staff Liaison: Kelby Mieras, Deputy Director, kmieras@buckeyeaz.gov, (623) 349-6617

***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.
Summary: The City of Buckeye maintains a lease agreement with Arizona Public Service Company (APS) for the property known as Rodeo Grounds. In May 2024 the City received consent from APS, the Lessor of the property, to enter into a sublease agreement. On May 29 the City entered into a Sublease Agreement with Mirna's Place, Inc., a nonprofit corporation, for a one-year term, with the possibility of a one-year renewal term.
Staff Liaison: Miranda Gomez, Community Services Director, mgomez@buckeyeaz.gov, (623) 693-1578

***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.

Summary: Main Street has worked alongside the City for several years in downtown Buckeye and this year will continue to carry out the four points of the Main Street America organization. The Second Renewal of the Memorandum of Understanding (MOU) outlines the duties and obligations of Main Street and the City for Fiscal Year 2024-2025. The financial impact to the City equals $35,000 and is budgeted within this fiscal year.

Staff Liaison: Suzanne Boyles, Economic Development Director, sboyles@buckeyeaz.gov, (623) 349-6970

***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.

Summary: The City, Nevada Holding Co., L.P., and Sunbelt Land Holdings, L.P.'s predecessor-in-interest, Buckeye-Casa Grande L.P., and before it Bridgewater Properties, LLC, are parties to that certain Buckeye Town Center Regional Improvements Agreement ("Agreement") dated November 17, 2006. Subsequent to 2006, the City and the Developer entered into five amendments which amended specific provisions to the Agreement as agreed upon by the City and the Developer. The Fifth Amendment to the Agreement, among other provisions, required the Developer to make roadway repairs to Roosevelt Street with the associated costs to be added to the reimbursable amount and the sales tax cap. The Developer has since completed these roadway repairs and therefore the Developer and the City desire to enter into the Sixth Amendment to update said reimbursable costs and the sales tax cap.

Staff Liaison: Suzanne Boyles, Economic Development Director, sboyles@buckeyeaz.gov, (623) 349-6970

***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.

Summary: Approval of this CCPA with Courtesy Chevrolet will allow the City to purchase various General Motors produced vehicles in a total amount not to exceed $2,000,000.

Staff Liaison: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov, (623) 349-6801

***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.

Summary: The City seeks to address the current transportation barriers to non-vehicular travel in the downtown Buckeye area by submitting a grant application that entails planning and design for a 4.5-mile multi-use path that runs along the Buckeye Canal from SR-85 to Watson Road and a pedestrian bridge at Watson Road over the Union Pacific Railroad tracks. The grant funds the planning and design effort over two years. The multi-use path and pedestrian bridge will reduce traffic-related injuries, accidents, and emissions and will connect individuals to places of

employment, education, and shopping by way of non-vehicular means. The Federal grant portion is $960,000 with a total $240,000 match from the City.
Staff Liaison: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165

***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.
Summary: The City seeks to address the current pedestrian transportation barriers in Buckeye by submitting a grant application that entails planning and design for a one-mile multi-use path, one new pedestrian signal, and three miles of solar path lighting within the Western Area Power Administration (WAPA) Power Line easement north of Lower Buckeye Road between Watson Road and Miller Road. Currently there are no existing paths within the project area that are continuous, making it difficult for users to benefit from the current infrastructure. The grant funds the planning and design effort over two years. The Federal grant portion is $212,000, with a total $53,000 match from the City.
Staff Liaison: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165

***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.
Summary: The City seeks to address the current non-vehicular transportation barriers in Buckeye by submitting a grant application that entails planning and design for a 2.3-mile multi-use path that will commence at Compass Point Park in the Verrado Heritage District and run south along the Bulldozer Wash to the I-10 and through an I-10 underpass. The path then runs south until the Tuthill Wash, where it turns east through the Tuthill Wash to Jackrabbit Trail Road, where it connects to the Maricopa Trail, an Active Transportation Network that continues through two other adjacent cities. The multi-use path is identified in the City's Bicycle and Pedestrian Master Plan. The grant funds the planning and design effort over two years. The Federal grant portion is $228,000, with a total $57,000 match from the City.
Staff Liaison: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165

***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.
Summary: The City seeks to address the current transportation barriers and safety concerns in Buckeye by submitting a grant application that entails planning and design for a pedestrian bridge. The pedestrian bridge will connect the southwest and northeast corners of the Watson Road and Durango Street intersection. Inca Elementary School is located on the southwest corner of Watson Road and Durango Street. The grant funds the planning and design effort over two years. The Federal grant portion is $600,000, with a $150,000 total match from the City.
Staff Liaison: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165

***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.
Summary: Council previously approved the submission of an application for a $410,000 grant

from UASI through the Arizona Department of Homeland Security to replace the Buckeye Police Department's (BPD) current armored rescue vehicle. The existing vehicle is fifteen years old and nearing the end of its useful life, and is not equipped to meet today's tactical needs. Buckeye has been awarded said grant in the amount of $350,000. The award for the new vehicle will ensure reliability for BPD to respond to calls that require this resource. The new vehicle will be equipped with state-of-the-art technology to meet today's tactical needs and increase responder rescue, medical, and public safety efforts on all high-risk calls. The City will contribute approximately $60,000 toward the cost of the vehicle.
Staff Liaison: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165

***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.
Summary: Quiktrip #1507 is requesting approval for a Series 10 Beer and Wine Store Liquor License Application for their business located near Van Buren and Sun Valley Parkway. The application and public notice were legally posted and approved by staff.
Staff Liaison: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911

***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.
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. Ed Sumner has submitted his notice of resignation. Donald Bassler has served as the District 5 Alternate Member of the Planning and Zoning Commission since February, 2023.
Staff Liaison: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914

***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.
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. 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.

Summary: 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. 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. 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 Liaison: Ken Galica, Principal Planner, kgalica@buckeyeaz.gov, (623) 349-6214

**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.

Summary: Continued from the March 19, 2024 and April 16, 2024 Regular Council Meetings. 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.
Staff Liaison: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214

**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.

Summary: 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.
Staff Liaison: Mandy Woods, Senior Planner, swoods@buckeyeaz.gov, (623) 349-6293

**6. 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.*

**7. City Manager's Report and Summary of Current Events**

**8. Proposals for Future Agenda Items**

*The Mayor and 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.*

**9. Adjournment**

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.A. SLID - Resolution 42-24. Buckeye Commons West Intent to expand Street Lighting Improvement District No. SLID-2022-006 |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** 6 |
| **STAFF LIAISON:** Brian Craig, Development Services Director, bcraig@buckeyeaz.gov, (623) 349-6209 | |
| **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. 42-24 enlarging City of Buckeye Street Lighting Improvement District No. SLID-2022-006 and ordering recording and filing of this Resolution.

## SUMMARY

**PROJECT DESCRIPTION:**
Street Lighting Improvement Districts (SLIDs) are established to purchase (not generate) energy for street lighting with the District and adjacent streets so that the costs are not borne by the City in its Highway User Revenue Fund.

**BENEFITS:**
Both SLIDS and Maintenance Improvement Districts (MIDSs) provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents /owners of a particular development without an undue burden upon the existing community. SLIDS ensure that only owners that have benefit from the lighting in their community pay for that service. Having the costs of street lighting within a SLID borne by the owners in a development ensures that the revenue needed to fund these costs is always in place.

**FUTURE ACTION:**
A budget and further Council action will take place at the beginning of the next fiscal year to implement this District.

**FINANCIAL IMPACT STATEMENT:**
NA

**CURRENT FISCAL YEAR TOTAL COST:**
NA

**BUDGETED:**
No

**FISCAL YEAR:**
25/26

**FUND/DEPARTMENT:**
SLIDs

**Items related to a project or facility location must include an attached vicinity map for Council Review.**

**ATTACHMENTS:**

BUCKEYE COMMONS SLID.pdf

Signed Petition_Buckeye Commons West.pdf

06.13.2024 VS Resolution 42-24 - SLID-2022-006 -Expansion - Buckeye Commons West.pdf

**EXHIBIT A**
**LEGAL DESCRIPTION**
**CITY OF BUCKEYE STREET LIGHT IMPROVEMENT DISTRICT**
**NO. SLID-2022-06 EXPANSION**
**BUCKEYE COMMONS WEST**

A PARCEL OF LAND LYING WITHIN SECTION 1, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 1, MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE CENTER OF SAID SECTION 1, MARKED BY A BRASS CAP IN HANDHOLE BEARS SOUTH 89°41'33" WEST, A DISTANCE OF 2645.05 FEET;

THENCE SOUTH 89°41'33" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 1 AND A PORTION OF THE MATCH LINE WITH SLID–2022–06 EXPANSION, 215TH & ROOSEVELT, A DISTANCE OF 678.41;

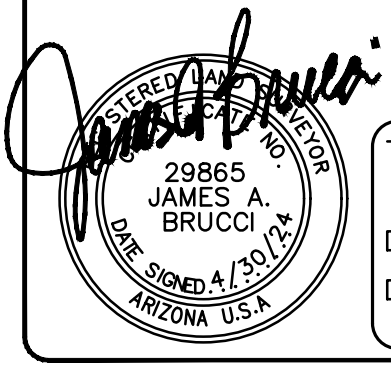
THENCE NORTH 00°18'27" WEST, ALONG A PORTION OF SAID MATCH LINE, A DISTANCE OF 925.24 FEET TO A POINT ON THE SOUTH LINE OF INTERSTATE HIGHWAY 10;

THENCE THE FOLLOWING (5) FIVE COURSES ALONG SAID SOUTH LINE;

THENCE SOUTH 83°10'13" EAST, A DISTANCE OF 26.41 FEET;
THENCE NORTH 89°57'34" EAST, A DISTANCE OF 455.88 FEET;
THENCE SOUTH 46°09'47" EAST, A DISTANCE OF 34.53 FEET;
THENCE SOUTH 00°10'14" EAST, A DISTANCE OF 202.73 FEET;
THENCE NORTH 89°57'40" EAST, A DISTANCE OF 173.91 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 1;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°09'04" EAST, ALONG SAID EAST LINE, A DISTANCE OF 692.24 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINING 13.45 ACRES±.




TITLE: **XB01**

DATE: APRIL 30, 2024

DESC: SLID EXPANSION

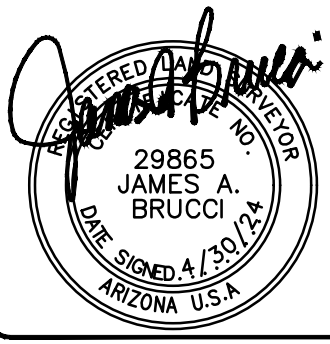
**HUNTER**
ENGINEERING | CIVIL AND SURVEY

10446 N. 74TH STREET,
SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PROJ.NO.BELT057

**EXHIBIT B**
**TABLE OF PARCEL OWNERS**
**CITY OF BUCKEYE STREET LIGHT IMPROVEMENT DISTRICT**
**NO. SLID-2022-06 EXPANSION**
**BUCKEYE COMMONS WEST**

| SITE OWNERSHIP TABLE | |
|---|---|
| ASSESSOR PARCEL | OWNER |
| 504-20-926D | SUNBELT LAND HOLDINGS LP |




TITLE: **XB01**

DATE: 4/30/24

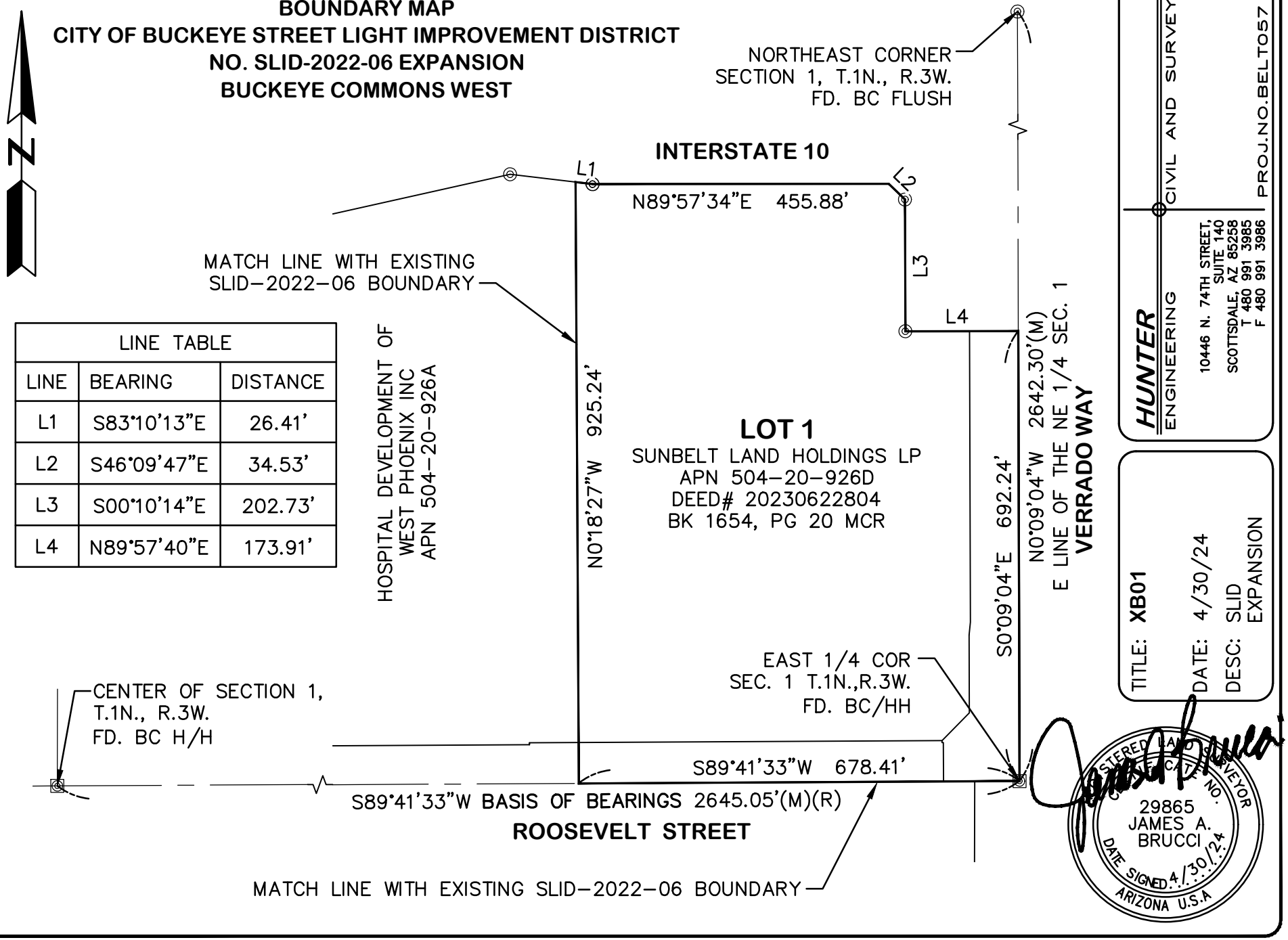
DESC: SLID EXHIBIT


HUNTER
ENGINEERING | CIVIL AND SURVEY

10446 N. 74TH STREET,
SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PROJ.NO.BELT057

# EXHIBIT C
## BOUNDARY MAP
## CITY OF BUCKEYE STREET LIGHT IMPROVEMENT DISTRICT
## NO. SLID-2022-06 EXPANSION
## BUCKEYE COMMONS WEST




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S83°10'13"E | 26.41' |
| L2 | S46°09'47"E | 34.53' |
| L3 | S00°10'14"E | 202.73' |
| L4 | N89°57'40"E | 173.91' |

HUNTER ENGINEERING
CIVIL AND SURVEY
10446 N. 74TH STREET,
SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986
PROJ.NO.BELTO57

TITLE: XB01
DATE: 4/30/24
DESC: SLID EXPANSION

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29865
JAMES A.
BRUCCI
DATE SIGNED 4/30/24
ARIZONA U.S.A

When Recorded, Return to:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

**PETITION, WAIVER AND CONSENT TO INCLUSION OF ADDITIONAL LAND WITHIN AN EXISTING STREET LIGHTING IMPROVEMENT DISTRICT BY THE CITY OF BUCKEYE**

**BUCKEYE COMMONS WEST**
**ANNEXATION TO SLID-2022-006**

To: Honorable Mayor and Councilmembers City of Buckeye, Arizona

Pursuant to Arizona Revised Statutes ("*A.R.S.*") Title 48, Chapter 4, Article 2 (the "*Improvement District Law*"), the undersigned property owner (the "*Petitioner*") respectfully petitions the City Council of the City of Buckeye, Arizona ("*City Council*") to order the enlargement of the existing City of Buckeye Street Lighting Improvement District No. SLID-2022-006 (the "*District*") under the Improvement District Law. In support of this Petition, Waiver and Consent to Inclusion of Additional Land within an Existing Street Lighting Improvement District by the City of Buckeye (this "*Petition*"), the Petitioner agrees to waive certain rights under the Improvement District Law and hereby consents to the annexation and inclusion of the land shown on *Exhibits A*, *B*, and *C* to be annexed into the District.

1. Area to be Added to District. The property comprising the proposed addition to the existing District is described by a legal description, Assessor's parcel number and a map or plat of the area, all as set forth in *Exhibits A*, *B*, and *C* , attached hereto and incorporated herein by this reference. The proposed enlarged District consists of an aggregate of 13.45 acres and is entirely within the corporate boundaries of the City of Buckeye, Arizona (the "*City*"). The Petitioner respectfully requests that the land described and depicted on *Exhibits A*, *B*, and *C* be annexed into and become included within the District. The Assessor's parcel number set forth in *Exhibit B* is for convenience only. Should either the legal description set forth in *Exhibit A* or Assessor's parcel number set forth in *Exhibit B* conflict with *Exhibit C*, *Exhibit C* shall govern.

2. Authority. The Petitioner is the sole owner of all non-public real property within the area proposed to be annexed to the District.

3. Purpose. The District was formed solely for the purchase of energy for lighting the streets and public parks within and adjacent to the District.

4. Public Convenience and Necessity. The necessity for the enlargement of the District is the purchase of energy for lighting the streets and public parks within the proposed

enlarged District by the levying of an annual ad valorem tax or by an equal apportionment of taxes upon all of the non-public real property of the District as provided in A.R.S. § 48-616(C).

5. Payment of Costs by Petitioner. The Petitioner agrees to pay the costs and expenses of operation, repair and energy for street lighting within and surrounding the proposed addition to the District that operate prior to July 1, 2024, because the District will not be able to levy taxes for such expenses of the area added to the District prior to the City's fiscal year 2025/2026. Tax collections of taxes levied on the addition to be annexed to the District will not be posted to the City until on or about July 1, 2025, and the City does not expect to receive taxes from the property described and depicted in *Exhibits A*, *B*, and *C* before November 1, 2025.

6. Reimbursement. The Petitioner agrees to reimburse the City for all reasonable legal and engineering fees and costs incurred by the City with respect to the enlargement of the District.

7. Expansion of or Annexation to the District. The Petitioner waives any objections to, or protest against, future enlargement or enlargements of the District and also waives all notices of such enlargement or enlargements, whether required to be published, posted, or mailed with respect to the later enlargement of the District's boundaries; the Petitioner further waives any objection to, or protest against, the consolidation of the District with any other similar district or districts.

8. Waiver and Consent. The Petitioner, with full knowledge of its rights being waived hereunder, hereby expressly waives:

a) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings that resulted in or will result in the adoption of the Resolution of Intention, the Resolution Forming the District, and the Resolution(s) Enlarging the District, or any Notices pertaining thereto;

b) Any necessity for publication, posting, or mailing of the Resolution(s) Enlarging the District, Notices of Proposed Improvements, or Notices described in A.R.S. §§ 48-574(J) and 48-616(M);

c) All protest rights whatsoever under A.R.S. §§ 48-579(A)-(B) and 48-616(M), which provide for protests against the work or objections to the extent of the enlargement of the District; and

d) Any necessity for any notice or hearing with respect to land owned by the Petitioner now within the District or within the property comprising the proposed addition to the District.

9. Fees. The Petitioner has paid, or will pay, any and all District application fees.

10. Equal Apportionment. The Petitioner hereby petitions the City Council to equally apportion the District's annual taxes based on the number and classifications of properties within the proposed enlarged District pursuant to A.R.S. § 48-616(J).

11. Waiver. This Petition shall also be deemed to be a petition of more than one-half (1/2) of the taxable property units and more than one-half (1/2) of the assessed valuation within the proposed addition to the District and as such shall also be deemed to be a waiver of any and all requirements to file a petition under A.R.S. § 48-576, as amended.

12. Public Benefit. The purchase of energy to operate street lighting improvements within the area to be annexed is of more than local or ordinary public benefit.

13. Successors and Assigns. To the extent permitted by law, this Petition shall be binding on all successors or assigns of the Petitioner who hereafter own or have an interest in the property described and depicted in *Exhibits A*, *B*, and *C*.

14. Authority to Sign Petition. The individual signing this Petition represents and warrants to the City that he is duly authorized to (i) sign the Petition to form or enlarge the District, as applicable; (ii) bind the Petitioner to the matters set forth in this Petition; and (iii) agree to hold the City harmless for, from and against any claims in connection with the formation or enlargement of the District.

15. Recordation. This Petition may be recorded in the office of the Maricopa County Recorder and in the office of the Superintendent of Streets of the City.

**PROPERTY**: See attached *Exhibits A*, *B*, and *C*

[Remainder of Page Intentionally Left Blank]

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned authorized representative has executed this Petition as of the 10th day of JUNE, 2024.

SUNBELT LAND HOLDINGS, LP, a foreign limited partnership

By: _____

Its: VICE PRESIDENT

Date: 6/10/24

STATE OF ARIZONA )
) ss.
County of MARICOPA )

**VERIFICATION**

Tyler Smith, after being first duly sworn upon oath, deposes and states:

That I am the authorized signer of Sunbelt Land Holdings LP; I have been duly authorized to sign this Petition and make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

SUBSCRIBED AND SWORN TO by Tyler Smith before me, the undersigned notary public, this 10th day of JUNE, 2024.

MEGAN CAYWOOD
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 616568
MY COMMISSION EXPIRES
DECEMBER 09, 2025

Megan Caywood
Notary Public

(Seal and Expiration Date)
Expires: December 9, 2025

[Signature Page Follows]

SUNBELT LAND HOLDINGS, LP, a foreign limited partnership

By: _____

Its: Vice President

Date: 6/10/2024

STATE OF Arizona )
) ss.
County of Maricopa )

**VERIFICATION**

L. Brooks Griffith, after being first duly sworn upon oath, deposes and states:

That I am the authorized signer of Sunbelt Land Holdings LP; I have been duly authorized to sign this Petition and make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

SUBSCRIBED AND SWORN TO by L. Brooks Griffith before me, the undersigned notary public, this 10th day of JUNE, 2024.

MEGAN CAYWOOD
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 616568
MY COMMISSION EXPIRES
DECEMBER 09, 2025

Megan Caywood
Notary Public

(Seal and Expiration Date)

Expires: December 9, 2025

RECEIPT this _____ day of _____, 2024, of the foregoing Petition is hereby acknowledged by the City Clerk of the City of Buckeye, Arizona, who will deliver said Petition to the City Council for action.

_____
Lucinda J. Aja, City Clerk

# EXHIBIT A
## LEGAL DESCRIPTION
## CITY OF BUCKEYE STREET LIGHT IMPROVEMENT DISTRICT
## NO. SLID-2022-06 EXPANSION
## BUCKEYE COMMONS WEST

A PARCEL OF LAND LYING WITHIN SECTION 1, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 1, MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE CENTER OF SAID SECTION 1, MARKED BY A BRASS CAP IN HANDHOLE BEARS SOUTH 89°41'33" WEST, A DISTANCE OF 2645.05 FEET;

THENCE SOUTH 89°41'33" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 1 AND A PORTION OF THE MATCH LINE WITH SLID–2022–06 EXPANSION, 215TH & ROOSEVELT, A DISTANCE OF 678.41;

THENCE NORTH 00°18'27" WEST, ALONG A PORTION OF SAID MATCH LINE, A DISTANCE OF 925.24 FEET TO A POINT ON THE SOUTH LINE OF INTERSTATE HIGHWAY 10;

THENCE THE FOLLOWING (5) FIVE COURSES ALONG SAID SOUTH LINE;

THENCE SOUTH 83°10'13" EAST, A DISTANCE OF 26.41 FEET;
THENCE NORTH 89°57'34" EAST, A DISTANCE OF 455.88 FEET;
THENCE SOUTH 46°09'47" EAST, A DISTANCE OF 34.53 FEET;
THENCE SOUTH 00°10'14" EAST, A DISTANCE OF 202.73 FEET;
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THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°09'04" EAST, ALONG SAID EAST LINE, A DISTANCE OF 692.24 FEET TO THE POINT OF BEGINNING.

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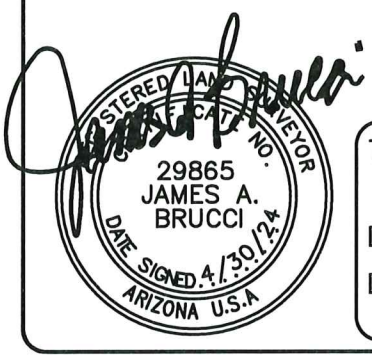



TITLE: **XB01**

DATE: APRIL 30, 2024

DESC: SLID EXPANSION

**HUNTER**
ENGINEERING | CIVIL AND SURVEY
10446 N. 74TH STREET, SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986
PROJ.NO.BELT057

# EXHIBIT B
## TABLE OF PARCEL OWNERS
## CITY OF BUCKEYE STREET LIGHT IMPROVEMENT DISTRICT
## NO. SLID-2022-06 EXPANSION
## BUCKEYE COMMONS WEST

| SITE OWNERSHIP TABLE | |
|---|---|
| ASSESSOR PARCEL | OWNER |
| 504-20-926D | SUNBELT LAND HOLDINGS LP |




TITLE: **XB01**

DATE: 4/30/24

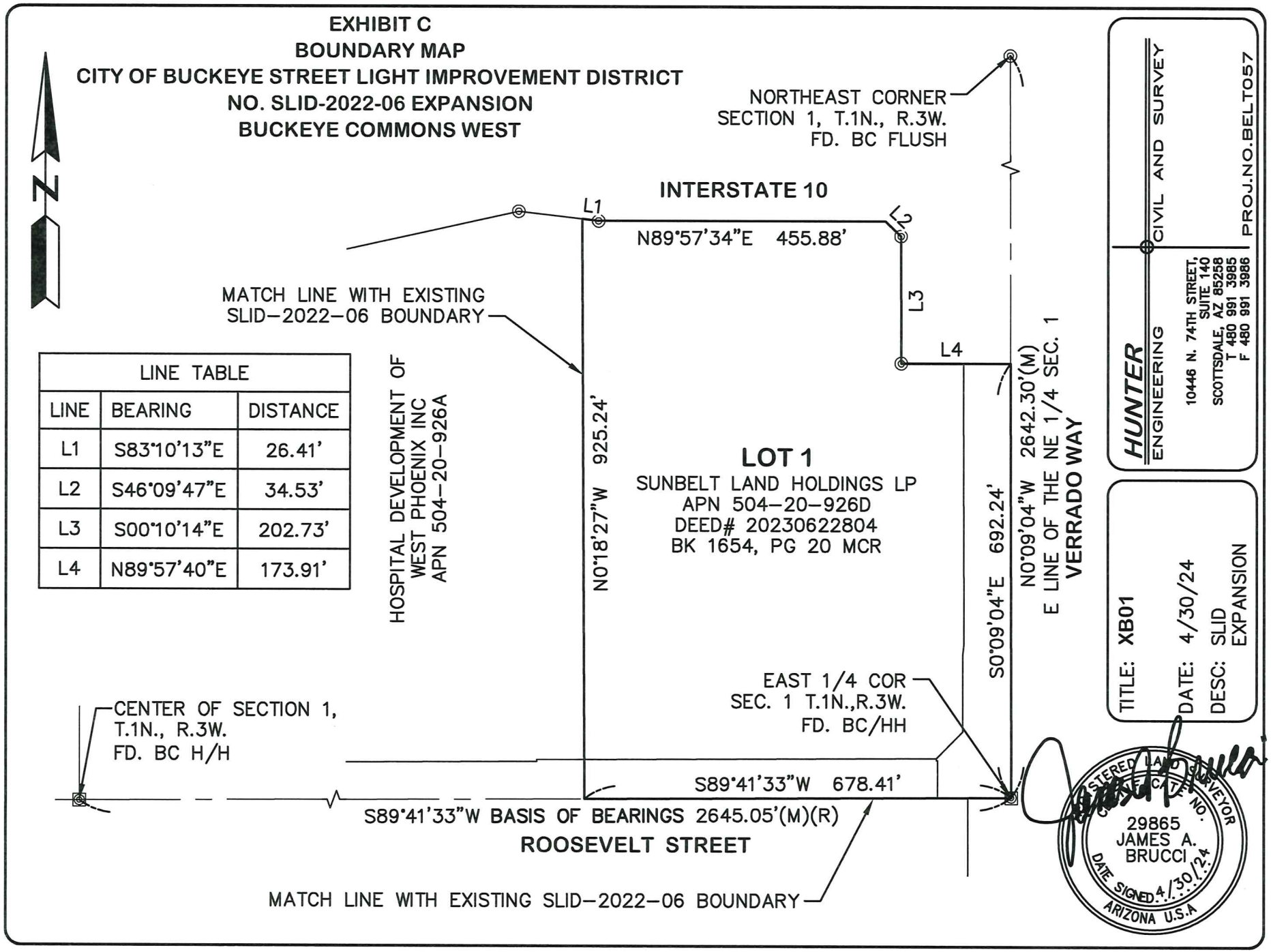
DESC: SLID EXHIBIT

**HUNTER**
ENGINEERING | CIVIL AND SURVEY

10446 N. 74TH STREET,
SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PROJ.NO.BELT057

# EXHIBIT C
## BOUNDARY MAP
## CITY OF BUCKEYE STREET LIGHT IMPROVEMENT DISTRICT
## NO. SLID-2022-06 EXPANSION
## BUCKEYE COMMONS WEST




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
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| L2 | S46°09'47"E | 34.53' |
| L3 | S00°10'14"E | 202.73' |
| L4 | N89°57'40"E | 173.91' |


HUNTER ENGINEERING
CIVIL AND SURVEY
10446 N. 74TH STREET, SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986
PROJ.NO.BELT057


TITLE: XB01
DATE: 4/30/24
DESC: SLID EXPANSION

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29865
JAMES A.
BRUCCI
DATE SIGNED 4/30/24
ARIZONA U.S.A

When Recorded, Return to:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

**RESOLUTION NO. 42-24**

**RESOLUTION ENLARGING CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2022-006 AND ORDERING RECORDING AND FILING OF THIS RESOLUTION.**

**WHEREAS**, on March 7, 2023, the Mayor and City Council of the City of Buckeye, Arizona (the "*City*") passed and adopted Resolution No. 04-23 ordering the formation of City of Buckeye Street Lighting Improvement District No. SLID-2022-006 (the "*District*"), solely for the purpose of purchasing (and not generating) energy for lighting of public streets and parks; and

**WHEREAS**, the owner of certain property adjoining the District has filed a petition seeking to enlarge the District to include the property described in the attached *Exhibits A*, *B*, and *C* (collectively, the "*Annexed Area*"); and

**WHEREAS**, by this Resolution the City Council of the City will enlarge the District by adding the Annexed Area to the District;

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

Section 1. District Enlargement. The District is enlarged by the addition of the Annexed Area, as shown on *Exhibits A*, *B*, and *C* attached hereto and incorporated by reference into this Resolution. The Assessor's parcel number shown on *Exhibit B* is for convenience only. If either the legal description set forth in *Exhibit A* or the Assessor's parcel number set forth in *Exhibit B* conflict with *Exhibit C*, *Exhibit C* shall govern and be determinative of a parcel's inclusion within, or exclusion from, the District, subject to the restrictions of Section 2 of this Resolution.

Section 2. Excluded Property; Annual Tax. No publicly owned land or property owned by a homeowners' association will be liable to pay any portion of the District's costs and expenses. The annual tax levied upon the District will remain in full force and effect and will apply to the District as enlarged by this Resolution. The District taxes will continue to be levied based on the number and classification of non-public parcels within the enlarged District, excluding those parcels which are publicly owned or owned by a homeowners' association.

Section 3. Recording and Filing. The City Clerk is ordered and directed to cause a certified copy of this Resolution to be recorded in the office of the Maricopa County Recorder.

The City Clerk is further ordered and directed to file certified copies of this Resolution with the Director of the Arizona Department of Revenue and the Maricopa County Assessor, pursuant to A.R.S. § 42-17257.

Section 4. Extension for Filing. If either the enlargement of the District occurs after November 1 of the year preceding the year in which initial taxes are to be levied, or this Resolution is not filed with both the Arizona Department of Revenue and the Maricopa County Assessor prior to such November 1, the Mayor and City Council hereby request, subject to the November 30 deadline for such request as provided in A.R.S. § 42-17257(B), that the Director of the Arizona Department of Revenue extend the deadline prescribed by A.R.S. § 42-17257 to December 20, 2024.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Buckeye, Arizona, this 6th day of August 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

Attachments:
Exhibit A: Legal Description
Exhibit B: Assessor's Parcel Number
Exhibit C: Boundary Map of Annexed Area, including match line with Existing SLID-2022-06 boundary

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CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting City Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 42-24 was duly passed by the Mayor and City Council of the City of Buckeye, Arizona, at a regular meeting held on August 6, 2024, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent and that the Mayor and ___ Council Members were present thereat.

DATED: August 6, 2024.

_____
Lucinda J. Aja, City Clerk

//
//

**Exhibit A**
Legal Description

# EXHIBIT A
# LEGAL DESCRIPTION
# CITY OF BUCKEYE STREET LIGHT IMPROVEMENT DISTRICT
# NO. SLID-2022-06 EXPANSION
# BUCKEYE COMMONS WEST

A PARCEL OF LAND LYING WITHIN SECTION 1, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 1, MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE CENTER OF SAID SECTION 1, MARKED BY A BRASS CAP IN HANDHOLE BEARS SOUTH 89°41'33" WEST, A DISTANCE OF 2645.05 FEET;

THENCE SOUTH 89°41'33" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 1 AND A PORTION OF THE MATCH LINE WITH SLID–2022–06 EXPANSION, 215TH & ROOSEVELT, A DISTANCE OF 678.41;

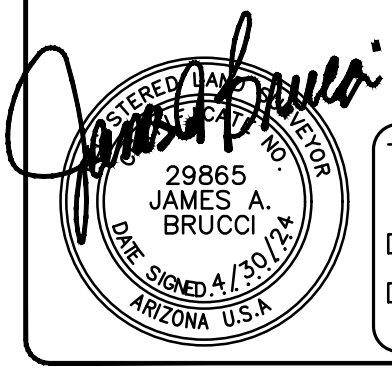
THENCE NORTH 00°18'27" WEST, ALONG A PORTION OF SAID MATCH LINE, A DISTANCE OF 925.24 FEET TO A POINT ON THE SOUTH LINE OF INTERSTATE HIGHWAY 10;

THENCE THE FOLLOWING (5) FIVE COURSES ALONG SAID SOUTH LINE;

THENCE SOUTH 83°10'13" EAST, A DISTANCE OF 26.41 FEET;
THENCE NORTH 89°57'34" EAST, A DISTANCE OF 455.88 FEET;
THENCE SOUTH 46°09'47" EAST, A DISTANCE OF 34.53 FEET;
THENCE SOUTH 00°10'14" EAST, A DISTANCE OF 202.73 FEET;
THENCE NORTH 89°57'40" EAST, A DISTANCE OF 173.91 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 1;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°09'04" EAST, ALONG SAID EAST LINE, A DISTANCE OF 692.24 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINING 13.45 ACRES±.




TITLE: **XB01**

DATE: APRIL 30, 2024

DESC: SLID EXPANSION

**HUNTER**
ENGINEERING | CIVIL AND SURVEY

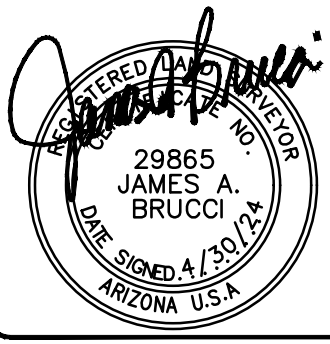
10446 N. 74TH STREET,
SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PROJ.NO.BELT057

**Exhibit B**
Assessor's Parcel Number

**EXHIBIT B**
**TABLE OF PARCEL OWNERS**
**CITY OF BUCKEYE STREET LIGHT IMPROVEMENT DISTRICT**
**NO. SLID-2022-06 EXPANSION**
**BUCKEYE COMMONS WEST**

| SITE OWNERSHIP TABLE | |
|---|---|
| ASSESSOR PARCEL | OWNER |
| 504-20-926D | SUNBELT LAND HOLDINGS LP |




TITLE: **XB01**

DATE: 4/30/24

DESC: SLID EXHIBIT

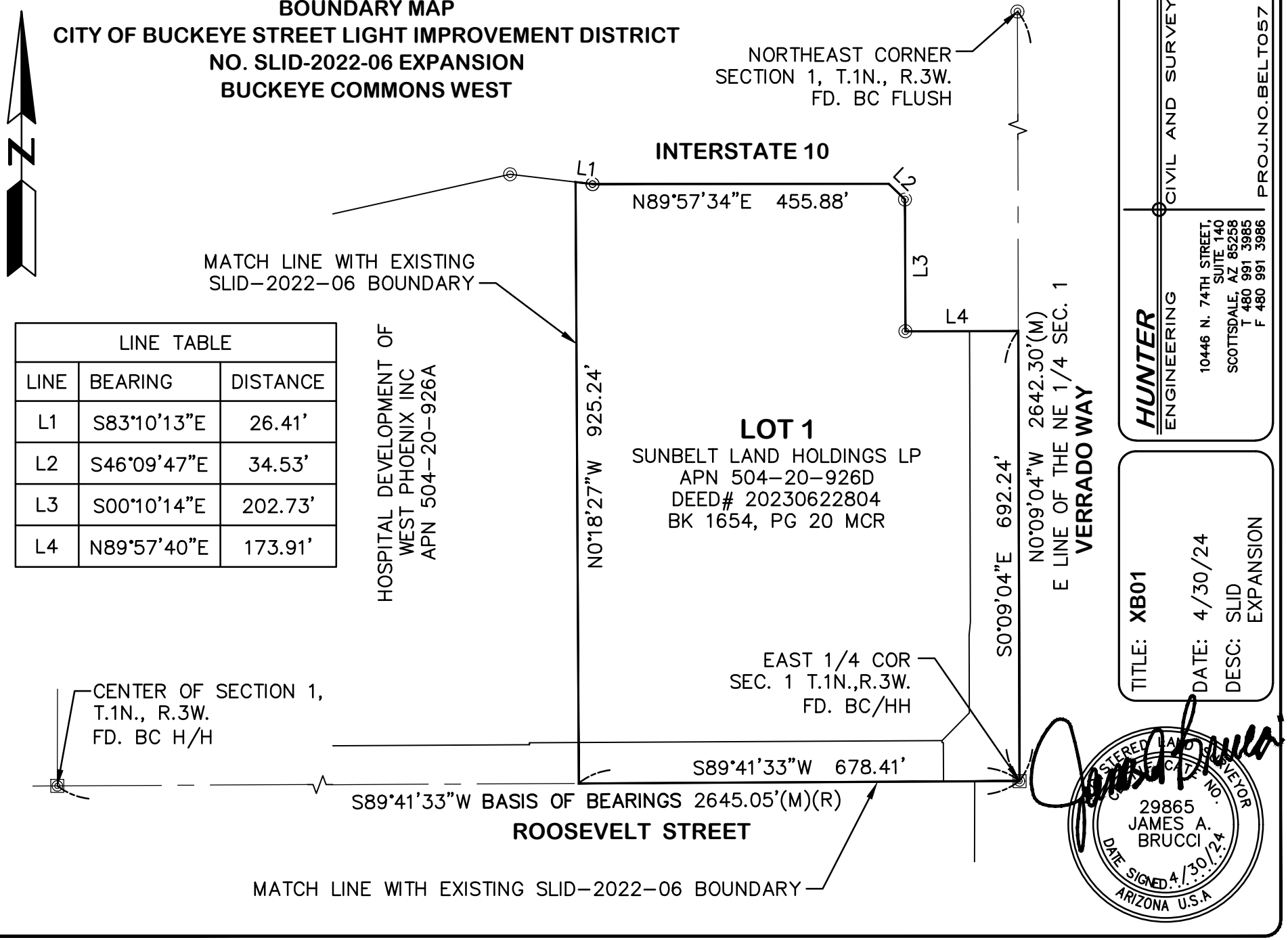

HUNTER
ENGINEERING | CIVIL AND SURVEY

10446 N. 74TH STREET,
SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PROJ.NO.BELT057

**Exhibit C**
Boundary Map of Annexed Area

# EXHIBIT C
## BOUNDARY MAP
## CITY OF BUCKEYE STREET LIGHT IMPROVEMENT DISTRICT
## NO. SLID-2022-06 EXPANSION
## BUCKEYE COMMONS WEST




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S83°10'13"E | 26.41' |
| L2 | S46°09'47"E | 34.53' |
| L3 | S00°10'14"E | 202.73' |
| L4 | N89°57'40"E | 173.91' |

HUNTER ENGINEERING
CIVIL AND SURVEY
10446 N. 74TH STREET,
SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986
PROJ.NO.BELTO57

TITLE: XB01
DATE: 4/30/24
DESC: SLID EXPANSION

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29865
JAMES A.
BRUCCI
DATE SIGNED 4/30/24
ARIZONA U.S.A

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.B. SLID - Resolution 43-24 - Avilla Marigold Intent to expand Street Lighting Improvement District No. 2013-SLID-001 |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** 3 |
| **STAFF LIAISON:** Brian Craig, Development Services Director, bcraig@buckeyeaz.gov, (623) 349-6209 | |
| **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. 43-24 enlarging City of Buckeye Street Lighting Improvement District No. 2013-SLID-001 and ordering recording and filing of this Resolution.

## SUMMARY

**PROJECT DESCRIPTION:**
Street Lighting Improvement Districts (SLIDs) are established to purchase (not generate) energy for street lighting with the District and adjacent streets so that the costs are not borne by the City in its Highway User Revenue Fund.

**BENEFITS:**
Both SLIDS and Maintenance Improvement Districts (MIDSs) provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents /owners of a particular development without an undue burden upon the existing community. SLIDS ensure that only owners that have benefit from the lighting in their community pay for that service. Having the costs of street lighting within a SLID borne by the owners in a development ensures that the revenue needed to fund these costs is always in place.

**FUTURE ACTION:**
A budget and further Council action will take place at the beginning of the next fiscal year to implement this District.

**FINANCIAL IMPACT STATEMENT:**
NA

**CURRENT FISCAL YEAR TOTAL COST:**
NA

**BUDGETED:**
No

**FISCAL YEAR:**
FY 25/26

**FUND/DEPARTMENT:**
SLIDs

**Items related to a project or facility location must include an attached vicinity map for Council Review.**

**ATTACHMENTS:**

RES 43-24 - Enlarging SLID-2013-001 Expansion (Avilla Marigold) w-Exhibits (smf 07_05_2024).pdf
Petition to Enlarge SLID-2013-001 (Avilla Marigold Expansion) - Signed and Notarized (pp 2&3 corrected).pdf
2024-0508 - Avilla Marigold_SLID Exhibits (revised to correct SLID number).pdf

When Recorded, Return to:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

**RESOLUTION NO. 43-24**

**RESOLUTION ENLARGING CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. 2013-SLID-001 AND ORDERING RECORDING AND FILING OF THIS RESOLUTION.**

**WHEREAS**, on November 4, 2014, the Mayor and City Council of the City of Buckeye, Arizona (the "*City*") passed and adopted Resolution No. 110-14 ordering the formation of City of Buckeye Street Lighting Improvement District No. 2013-SLID-001 (the "*District*"), solely for the purpose of purchasing (and not generating) energy for lighting of public streets and parks; and

**WHEREAS**, the owner of certain property adjoining the District has filed a petition seeking to enlarge the District to include the property described in the attached *Exhibits A*, *B*, and *C-1* and *C-2* (collectively, the "*Annexed Area*"); and

**WHEREAS**, by this Resolution the City Council of the City will enlarge the District by adding the Annexed Area to the District;

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

Section 1. District Enlargement. The District is enlarged by the addition of the Annexed Area, as shown on *Exhibits A*, *B*, and *C-1* to *C-2* attached hereto and incorporated by reference into this Resolution. The Assessor's parcel number shown on *Exhibit B* is for convenience only. If either the legal description set forth in *Exhibit A* or the Assessor's parcel number set forth in *Exhibit B* conflict with *Exhibit C-2*, *Exhibit C-2* shall govern and be determinative of a parcel's inclusion within, or exclusion from, the District, subject to the restrictions of Section 2 of this Resolution.

Section 2. Excluded Property; Annual Tax. No publicly owned land or property owned by a homeowners' association will be liable to pay any portion of the District's costs and expenses. The annual tax levied upon the District will remain in full force and effect and will apply to the District as enlarged by this Resolution. The District taxes will continue to be levied based on the number and classification of non-public parcels within the enlarged District, excluding those parcels which are publicly owned or owned by a homeowners' association.

Section 3. Recording and Filing. The City Clerk is ordered and directed to cause a certified copy of this Resolution to be recorded in the office of the Maricopa County Recorder.

The City Clerk is further ordered and directed to file certified copies of this Resolution with the Director of the Arizona Department of Revenue and the Maricopa County Assessor, pursuant to A.R.S. § 42-17257.

Section 4. Extension for Filing. If either the enlargement of the District occurs after November 1 of the year preceding the year in which initial taxes are to be levied, or this Resolution is not filed with both the Arizona Department of Revenue and the Maricopa County Assessor prior to such November 1, the Mayor and City Council hereby request, subject to the November 30 deadline for such request as provided in A.R.S. § 42-17257(B), that the Director of the Arizona Department of Revenue extend the deadline prescribed by A.R.S. § 42-17257 to December 20, 2024.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Buckeye, Arizona, this 6th day of August, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

Attachments:

| | |
|---|---|
| Exhibit A: | Legal Description |
| Exhibit B: | Assessor's Parcel Numbers |
| Exhibit C-1: | Map of existing District and Expansion Area (Avilla Marigold) |
| Exhibit C-2: | Map of Annexed Area |

CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting City Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 43-24 was duly passed by the Mayor and City Council of the City of Buckeye, Arizona, at a regular meeting held on August 6, 2024, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent and that the Mayor and ___ Council Members were present thereat.

DATED: August 6, 2024

_____

Lucinda J. Aja, City Clerk

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

**EXHIBIT A**
**LEGAL DESCRIPTION OF CITY OF BUCKEYE**
**STREET LIGHT IMPROVEMENT DISTRICT**
**NO. SLID-2013-001 EXPANSION, AVILLA MARIGOLD**

**LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.**

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT A FOUND ½ INCH REBAR IN IRON PIPE, ACCEPTED AS THE CENTER OF SAID SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, FROM WHICH THE MONUMENT IN HANDHOLE STAMPED CITY OF BUCKEYE, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, THEREOF BEARS N45°30'48"E A DISTANCE OF 3718.62 FEET;**

THENCE, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, N00°06'34"E A DISTANCE OF 1318.59 FEET TO A POINT;

THENCE, LEAVING THE WEST LINE S89°20'03"E A DISTANCE OF 661.17 FEET TO THE **POINT OF BEGINNING;**

THENCE, N00°08'50"E A DISTANCE OF 1318.10 FEET;

THENCE, S89°19'56"E A DISTANCE OF 662.38 FEET;

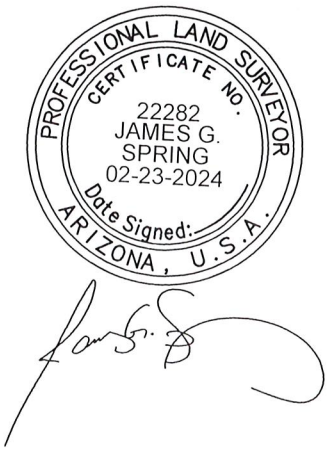
THENCE, S00°08'18"W A DISTANCE OF 1318.08 FEET;

THENCE, N89°20'03"W A DISTANCE OF 662.59 FEET TO THE **POINT OF BEGINNING**.

**THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 873,180 SQUARE FEET OR 20.0 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.**

**THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.**

**PREPARED BY:**
**ATWELL, LLC**
**4700 E. SOUTHERN AVENUE**
**MESA, ARIZONA 85206**
**PROJECT NO. 22001076**
**DATE FEBRUARY 23, 2024**



| PARCEL NAME | ASSESSORS/PARCEL NUMBER | OWNER |
|---|---|---|
| LOT 3<br>VALENCIA HEIGHTS | 502-34-003 | NEXMETRO MARIGOLD LLC |

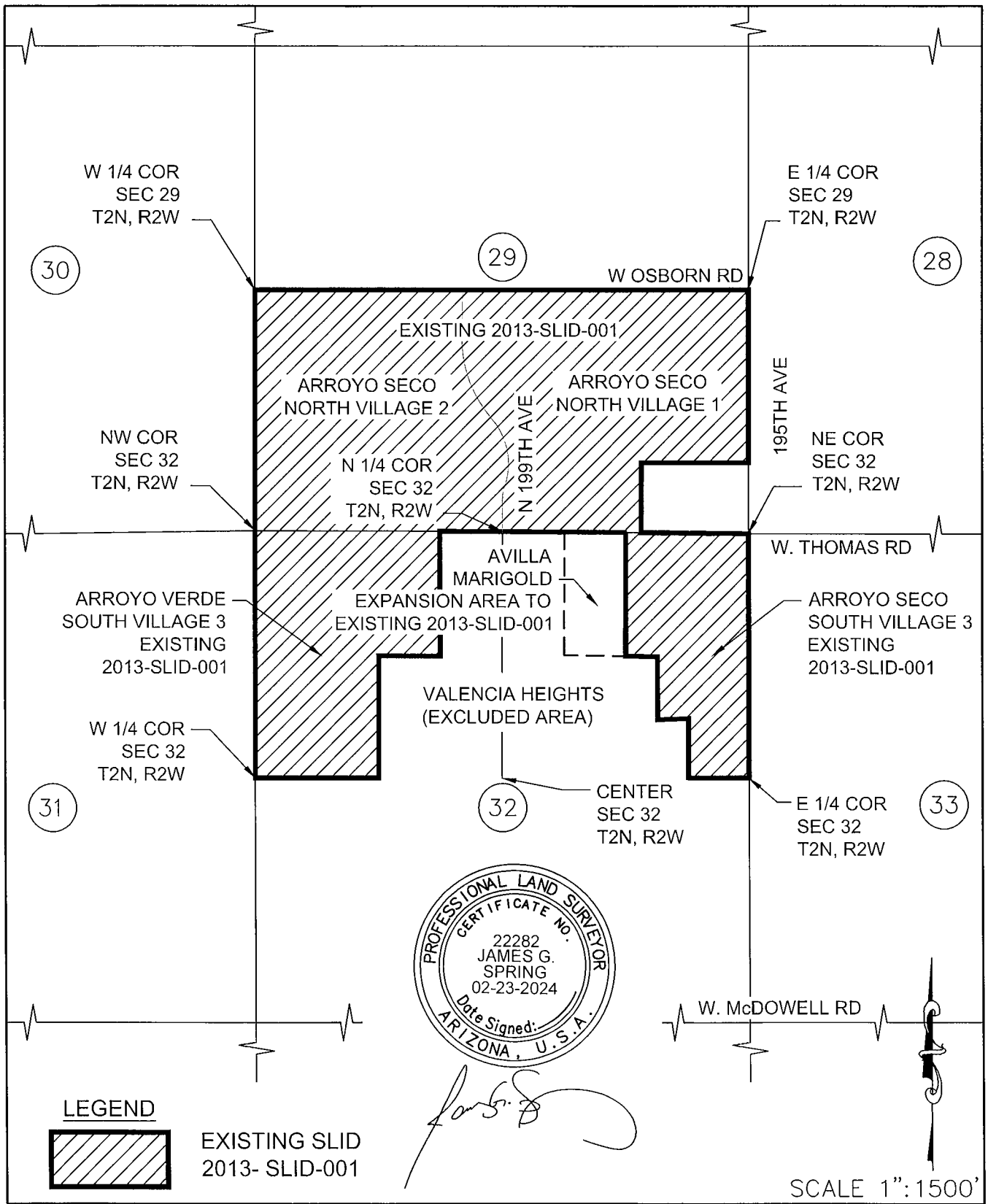



ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

EXHIBIT B
EXPANSION AREA
ASSESSORS
PARCEL NUMBER

2013-SLID-001 EXPANSION

AVILLA MARIGOLD
BUCKEYE, AZ

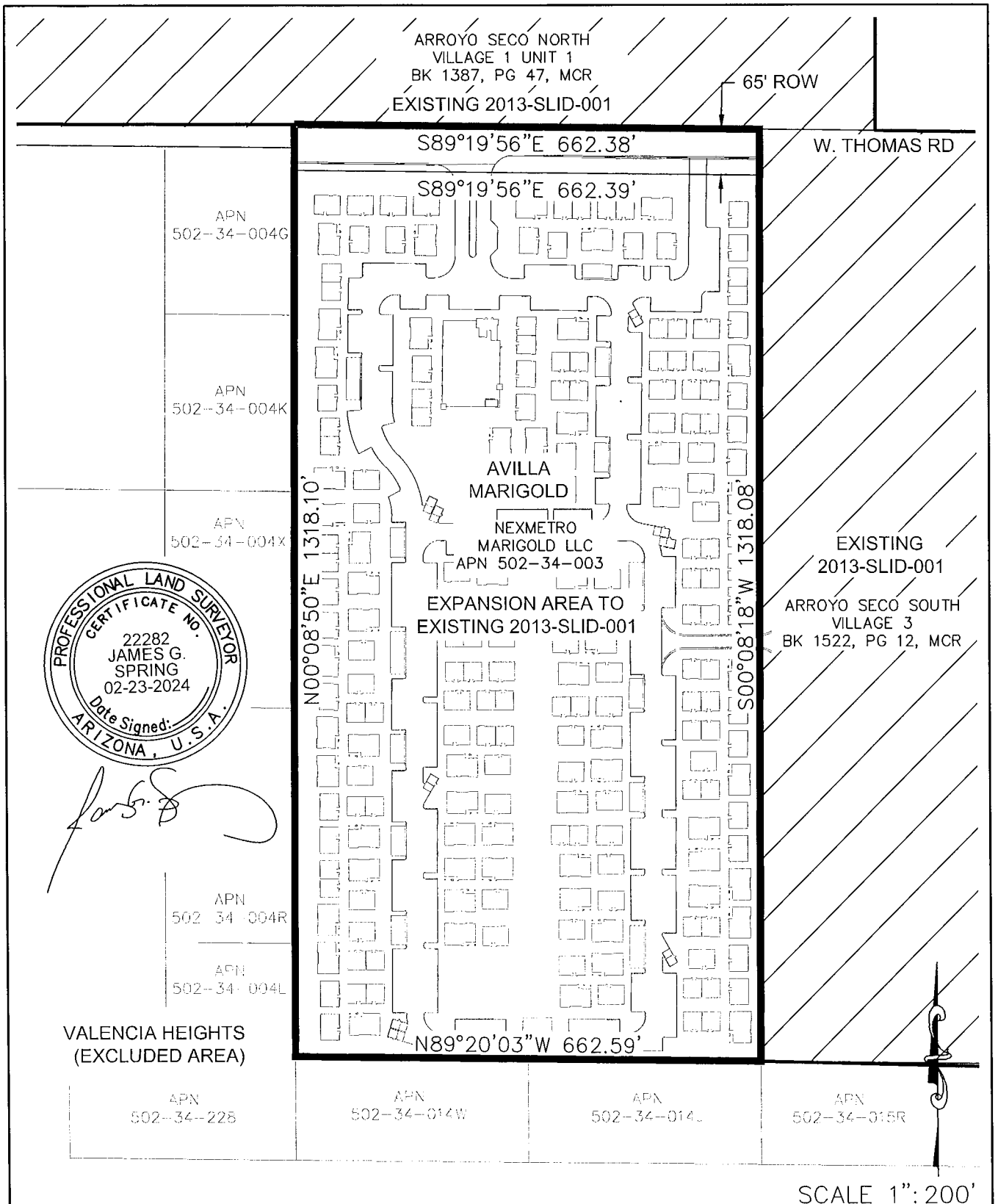



ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

EXHIBIT C-1
OVERALL
EXISTING SLID

2013-SLID-001 EXPANSION

AVILLA MARIGOLD
BUCKEYE, AZ




ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

EXHIBIT C-2
EXPANSION
AREA

2013-SLID-001 EXPANSION

AVILLA MARIGOLD
BUCKEYE, AZ

When Recorded, Return to:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

**PETITION, WAIVER AND CONSENT TO INCLUSION OF ADDITIONAL LAND WITHIN AN EXISTING STREET LIGHTING IMPROVEMENT DISTRICT BY THE CITY OF BUCKEYE**

**ARROYO SECO NORTH VILLAGE 1**
**ANNEXATION TO 2013-SLID-001**

To: Honorable Mayor and Councilmembers City of Buckeye, Arizona

Pursuant to Arizona Revised Statutes ("*A.R.S.*") Title 48, Chapter 4, Article 2 (the "*Improvement District Law*"), the undersigned property owner (the "*Petitioner*") respectfully petitions the City Council of the City of Buckeye, Arizona ("*City Council*") to order the enlargement of the existing City of Buckeye Street Lighting Improvement District No. 2013-SLID-001 (the "*District*") under the Improvement District Law. In support of this Petition, Waiver and Consent to Inclusion of Additional Land within an Existing Street Lighting Improvement District by the City of Buckeye (this "*Petition*"), the Petitioner agrees to waive certain rights under the Improvement District Law and hereby consents to the annexation and inclusion of the land shown on *Exhibits A*, *B*, and *C-2* to be annexed into the District.

1. Area to be Added to District. The property comprising the proposed addition to the existing District is described by a legal description, Assessor's parcel number and a map or plat of the area, all as set forth in *Exhibits A*, *B*, and *C-2*, as well as *C-1* (overall existing SLID), attached hereto and incorporated herein by this reference. The proposed enlarged District consists of an aggregate of 873,180 square feet, 20.0 acres more or less, and is entirely within the corporate boundaries of the City of Buckeye, Arizona (the "*City*"). The Petitioner respectfully requests that the land shown on *Exhibits A*, *B*, and *C-2*, as well as *C-1* be annexed into and become included within the District. The Assessor's parcel number set forth in *Exhibit B* is for convenience only. Should either the legal description set forth in *Exhibit A* or Assessor's parcel number set forth in *Exhibit B* conflict with *Exhibit C-2*, *Exhibit C-2* shall govern.

2. Authority. The Petitioner is the sole owner of all non-public real property within the area proposed to be annexed to the District.

3. Purpose. The District was formed solely for the purchase of energy for lighting the streets and public parks within and adjacent to the District.

4. Public Convenience and Necessity. The necessity for the enlargement of the District is the purchase of energy for lighting the streets and public parks within the proposed enlarged

District by the levying of an annual ad valorem tax or by an equal apportionment of taxes upon all of the non-public real property of the District as provided in A.R.S. § 48-616(C).

5. Payment of Costs by Petitioner. The Petitioner agrees to pay the costs and expenses of operation, repair and energy for street lighting within and surrounding the proposed addition to the District that operate prior to July 1, 2025, because the District will not be able to levy taxes for such expenses of the area added to the District prior to the City's fiscal year 2025/2026. Tax collections of taxes levied on the addition to be annexed to the District will not be posted to the City until on or about July 1, 2025 and the City does not expect to receive taxes from the property described in *Exhibits A*, *B*, and *C-1 to C-2* before November 1, 2025.

6. Reimbursement. The Petitioner agrees to reimburse the City for all reasonable legal and engineering fees and costs incurred by the City with respect to the enlargement of the District.

7. Expansion of or Annexation to the District. The Petitioner waives any objections to, or protest against, future enlargement or enlargements of the District and also waives all notices of such enlargement or enlargements, whether required to be published, posted, or mailed with respect to the later enlargement of the District's boundaries; the Petitioner further waives any objection to, or protest against, the consolidation of the District with any other similar district or districts.

8. Waiver and Consent. The Petitioner, with full knowledge of its rights being waived hereunder, hereby expressly waives:

a) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings that resulted in or will result in the adoption of the Resolution of Intention, the Resolution Forming the District, and the Resolution(s) Enlarging the District, or any Notices pertaining thereto;

b) Any necessity for publication, posting, or mailing of the Resolution(s) Enlarging the District, Notices of Proposed Improvements, or Notices described in A.R.S. §§ 48-574(J) and 48-616(M);

c) All protest rights whatsoever under A.R.S. §§ 48-579(A)-(B) and 48-616(M), which provide for protests against the work or objections to the extent of the enlargement of the District; and

d) Any necessity for any notice or hearing with respect to land owned by the Petitioner now within the District or within the property comprising the proposed addition to the District.

9. Fees. The Petitioner has paid, or will pay, any and all District application fees.

10. Equal Apportionment. The Petitioner hereby petitions the City Council to equally apportion the District's annual taxes based on the number and classifications of properties within the proposed enlarged District pursuant to A.R.S. § 48-616(J).

11. Waiver. This Petition shall also be deemed to be a petition of more than one-half (1/2) of the taxable property units and more than one-half (1/2) of the assessed valuation within the proposed addition to the District and as such shall also be deemed to be a waiver of any and all requirements to file a petition under A.R.S. § 48-576, as amended.

12. Public Benefit. The purchase of energy to operate street lighting improvements within the area to be annexed is of more than local or ordinary public benefit.

13. Successors and Assigns. To the extent permitted by law, this Petition shall be binding on all successors or assigns of the Petitioner who hereafter own or have an interest in the property described in *Exhibits A*, *B*, and *C-2*, as well as *C-1*, attached hereto.

14. Authority to Sign Petition. The individual signing this Petition represents and warrants to the City that he is duly authorized to (i) sign the Petition to form or enlarge the District, as applicable; (ii) bind the Petitioner to the matters set forth in this Petition; and (iii) agree to hold the City harmless for, from and against any claims in connection with the formation or enlargement of the District.

15. Recordation. This Petition may be recorded in the office of the Maricopa County Recorder and in the office of the Superintendent of Streets of the City.

**PROPERTY**: See attached *Exhibits A*, *B*, and *C-1 to C-2*

[Remainder of Page Intentionally Left Blank]

[Signature Pages Follows]

IN WITNESS WHEREOF, the undersigned authorized representative has executed this Petition as of the 17th day of June, 2024.

**PETITIONER:**

NEXMETRO MARIGOLD, LLC,
an Arizona limited liability company

by: NEXMETRO MARIGOLD HOLDING, LLC,
an Arizona limited liability company
its: Manager

by: NEXMETRO DEVELOPMENT, LLC,
an Arizona limited liability company
its: Manager

by: _____
Jared Geisler
its: Managing Director

Date: 6-17-2024

STATE OF Arizona )
) ss.
County of Maricopa )

**VERIFICATION**

Jared Geisler, after being first duly sworn upon her oath, deposes and states:

That I am an authorized signer for Petitioner herein; I have been duly authorized to sign

///

///

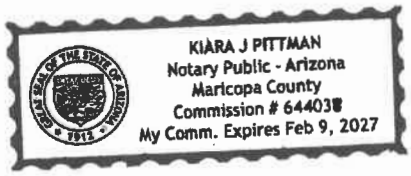
///

this Petition and make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

SUBSCRIBED AND SWORN TO by Jared Geisler before me, the undersigned notary public, this 17th day of June, 2024.

Notary Public

(Seal and Expiration Date)



RECEIPT this _____ day of _____, 2024, of the foregoing Petition is hereby acknowledged by the City Clerk of the City of Buckeye, Arizona, who will deliver said Petition to the City Council for action.

_____
Lucinda J. Aja, City Clerk

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

**EXHIBIT A**
**LEGAL DESCRIPTION OF CITY OF BUCKEYE**
**STREET LIGHT IMPROVEMENT DISTRICT**
**NO. SLID-2013-001 EXPANSION, AVILLA MARIGOLD**

**LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.**

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT A FOUND ½ INCH REBAR IN IRON PIPE, ACCEPTED AS THE CENTER OF SAID SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, FROM WHICH THE MONUMENT IN HANDHOLE STAMPED CITY OF BUCKEYE, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, THEREOF BEARS N45°30'48"E A DISTANCE OF 3718.62 FEET;**

THENCE, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, N00°06'34"E A DISTANCE OF 1318.59 FEET TO A POINT;

THENCE, LEAVING THE WEST LINE S89°20'03"E A DISTANCE OF 661.17 FEET TO THE **POINT OF BEGINNING;**

THENCE, N00°08'50"E A DISTANCE OF 1318.10 FEET;

THENCE, S89°19'56"E A DISTANCE OF 662.38 FEET;

THENCE, S00°08'18"W A DISTANCE OF 1318.08 FEET;

THENCE, N89°20'03"W A DISTANCE OF 662.59 FEET TO THE **POINT OF BEGINNING**.

**THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 873,180 SQUARE FEET OR 20.0 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.**

**THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.**

**PREPARED BY:**
**ATWELL, LLC**
**4700 E. SOUTHERN AVENUE**
**MESA, ARIZONA 85206**
**PROJECT NO. 22001076**
**DATE FEBRUARY 23, 2024**



| PARCEL NAME | ASSESSORS/PARCEL NUMBER | OWNER |
|---|---|---|
| LOT 3<br>VALENCIA HEIGHTS | 502-34-003 | NEXMETRO MARIGOLD LLC |

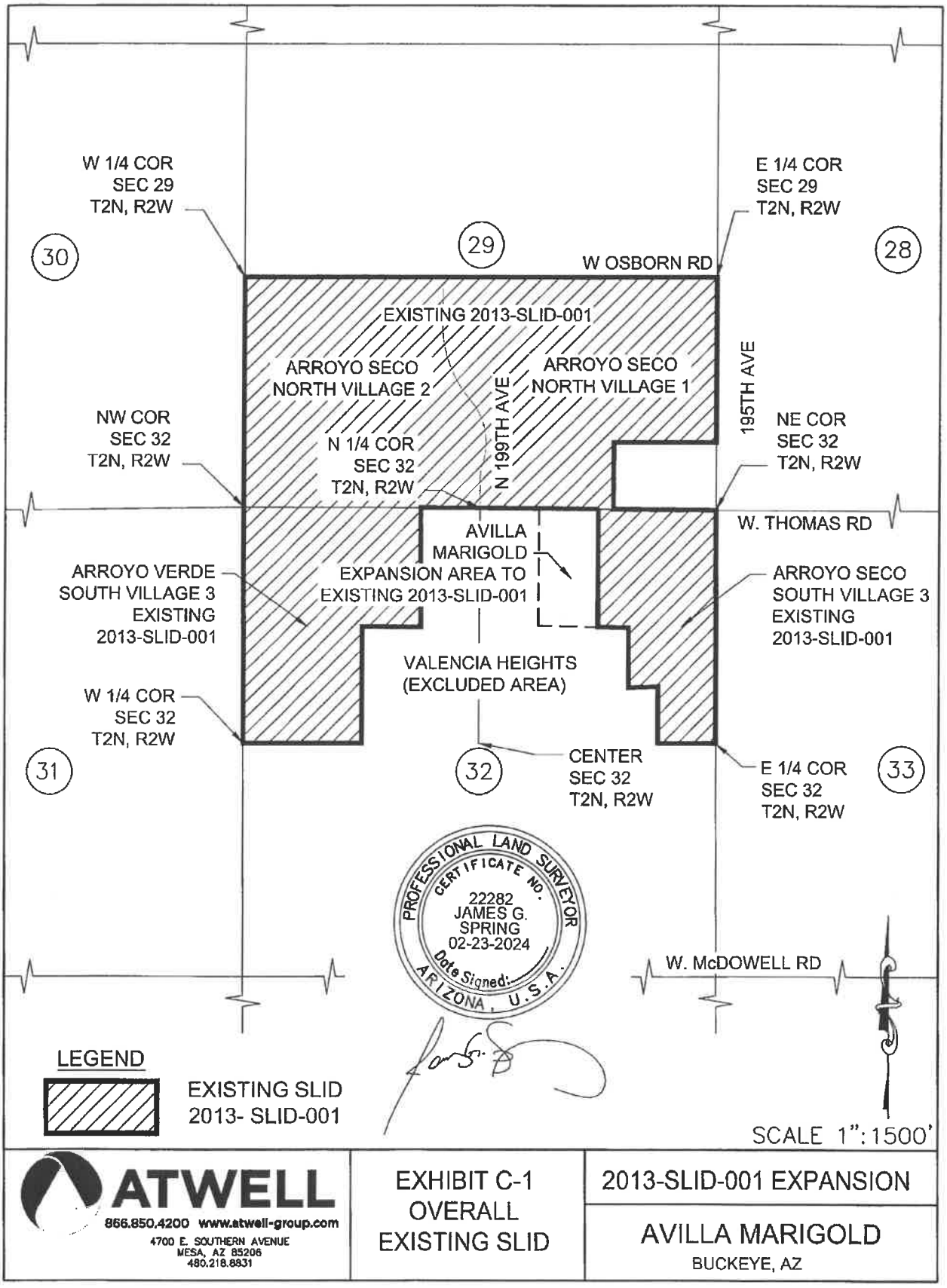



ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

EXHIBIT B
EXPANSION AREA
ASSESSORS
PARCEL NUMBER

2013-SLID-001 EXPANSION

AVILLA MARIGOLD
BUCKEYE, AZ

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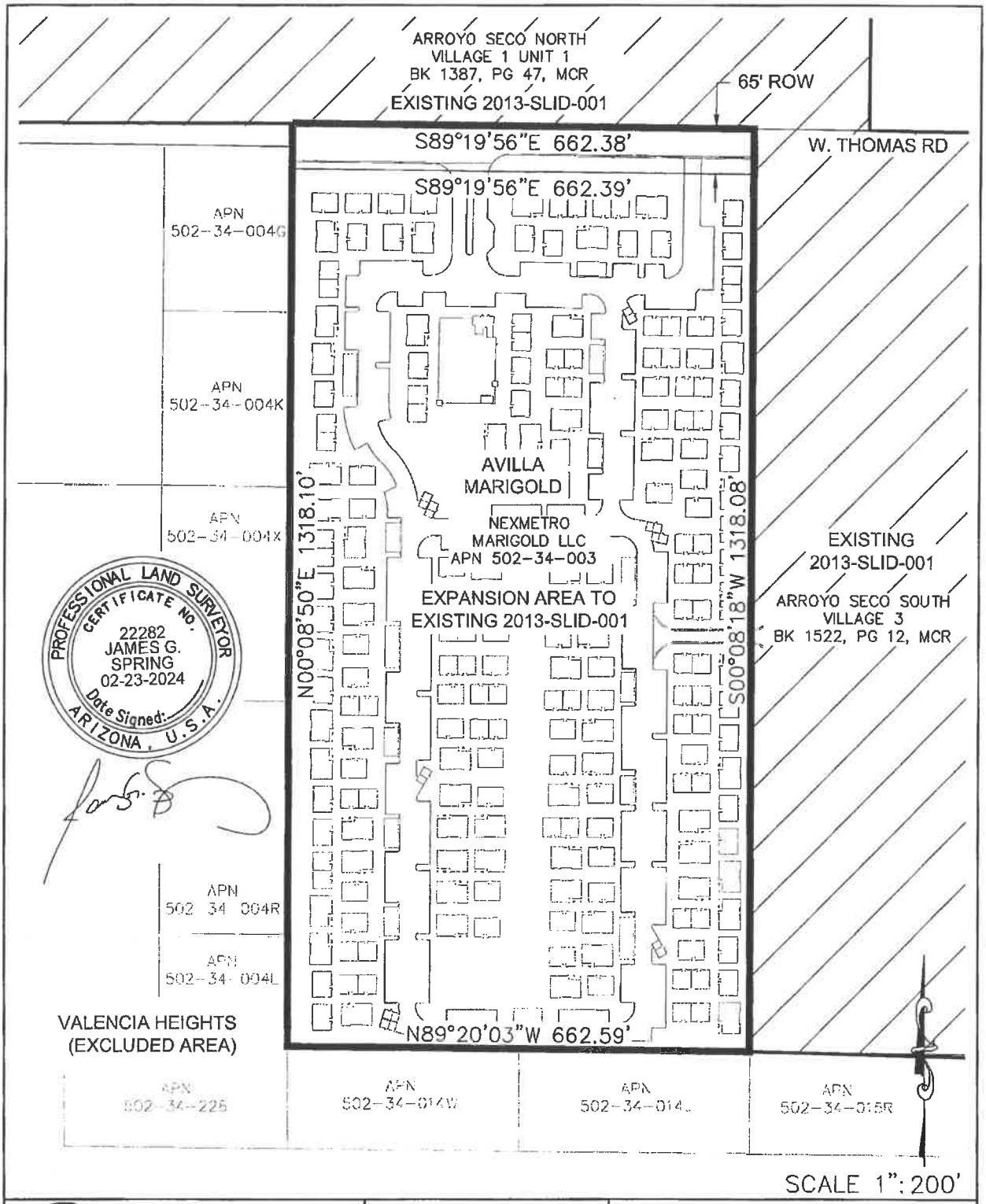
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

EXHIBIT C-1
OVERALL
EXISTING SLID

2013-SLID-001 EXPANSION

AVILLA MARIGOLD
BUCKEYE, AZ

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866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.6831

EXHIBIT C-2
EXPANSION
AREA

2013-SLID-001 EXPANSION

AVILLA MARIGOLD
BUCKEYE, AZ

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

**EXHIBIT A**
**LEGAL DESCRIPTION OF CITY OF BUCKEYE**
**STREET LIGHT IMPROVEMENT DISTRICT**
**NO. SLID-2013-001 EXPANSION, AVILLA MARIGOLD**

**LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.**

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT A FOUND ½ INCH REBAR IN IRON PIPE, ACCEPTED AS THE CENTER OF SAID SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, FROM WHICH THE MONUMENT IN HANDHOLE STAMPED CITY OF BUCKEYE, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, THEREOF BEARS N45°30'48"E A DISTANCE OF 3718.62 FEET;**

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THENCE, N00°08'50"E A DISTANCE OF 1318.10 FEET;

THENCE, S89°19'56"E A DISTANCE OF 662.38 FEET;

THENCE, S00°08'18"W A DISTANCE OF 1318.08 FEET;

THENCE, N89°20'03"W A DISTANCE OF 662.59 FEET TO THE **POINT OF BEGINNING**.

**THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 873,180 SQUARE FEET OR 20.0 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.**

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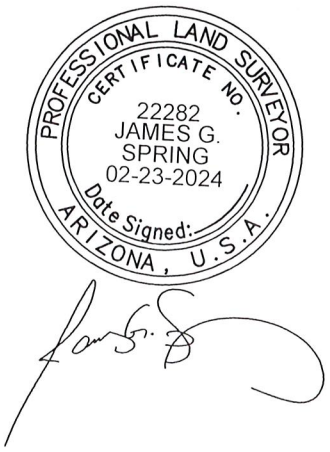
**PREPARED BY:**
**ATWELL, LLC**
**4700 E. SOUTHERN AVENUE**
**MESA, ARIZONA 85206**
**PROJECT NO. 22001076**
**DATE FEBRUARY 23, 2024**



| PARCEL NAME | ASSESSORS/PARCEL NUMBER | OWNER |
|---|---|---|
| LOT 3<br>VALENCIA HEIGHTS | 502-34-003 | NEXMETRO MARIGOLD LLC |

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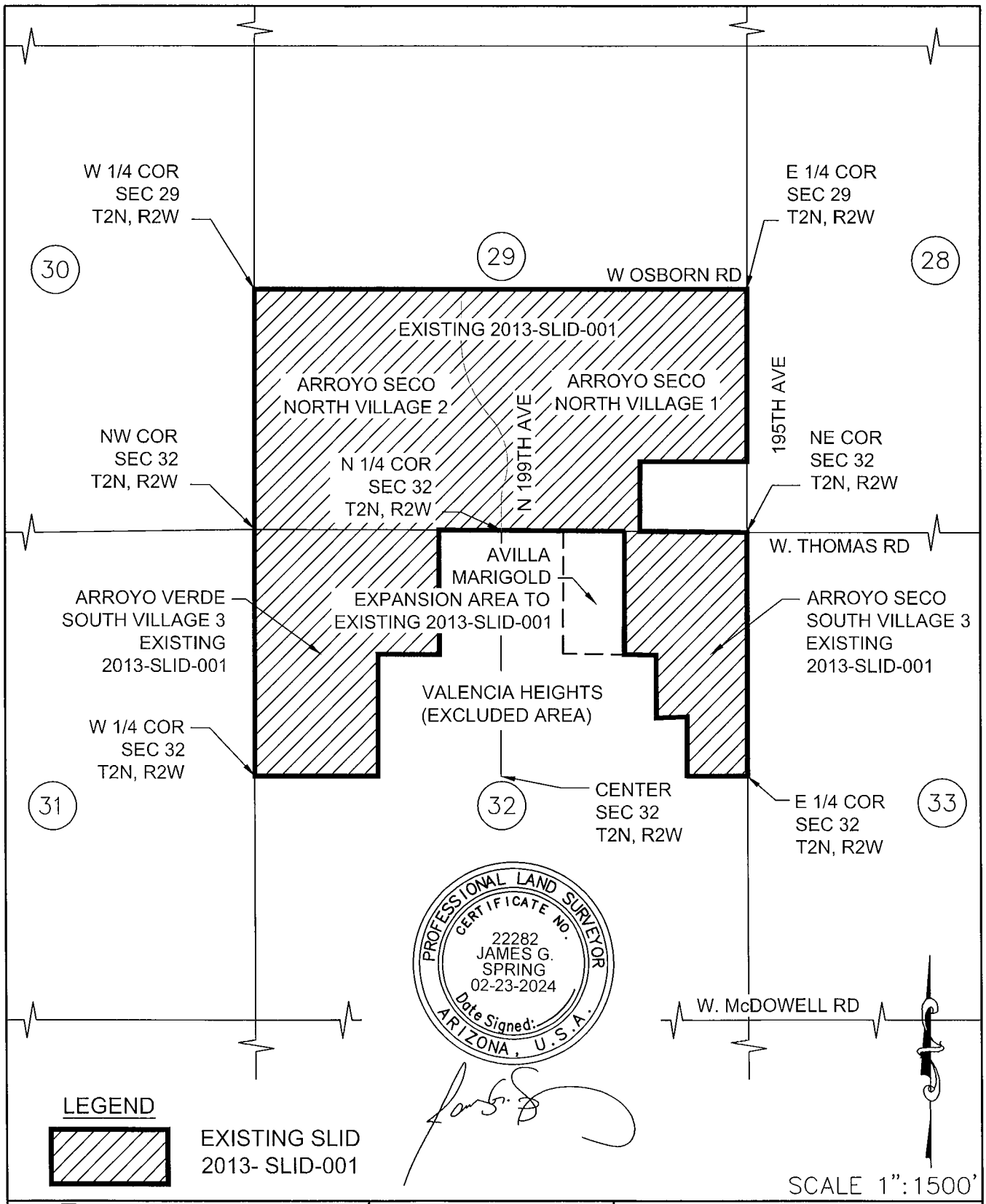
MESA, AZ 85206
480.218.8831

EXHIBIT B
EXPANSION AREA
ASSESSORS
PARCEL NUMBER

2013-SLID-001 EXPANSION

AVILLA MARIGOLD
BUCKEYE, AZ

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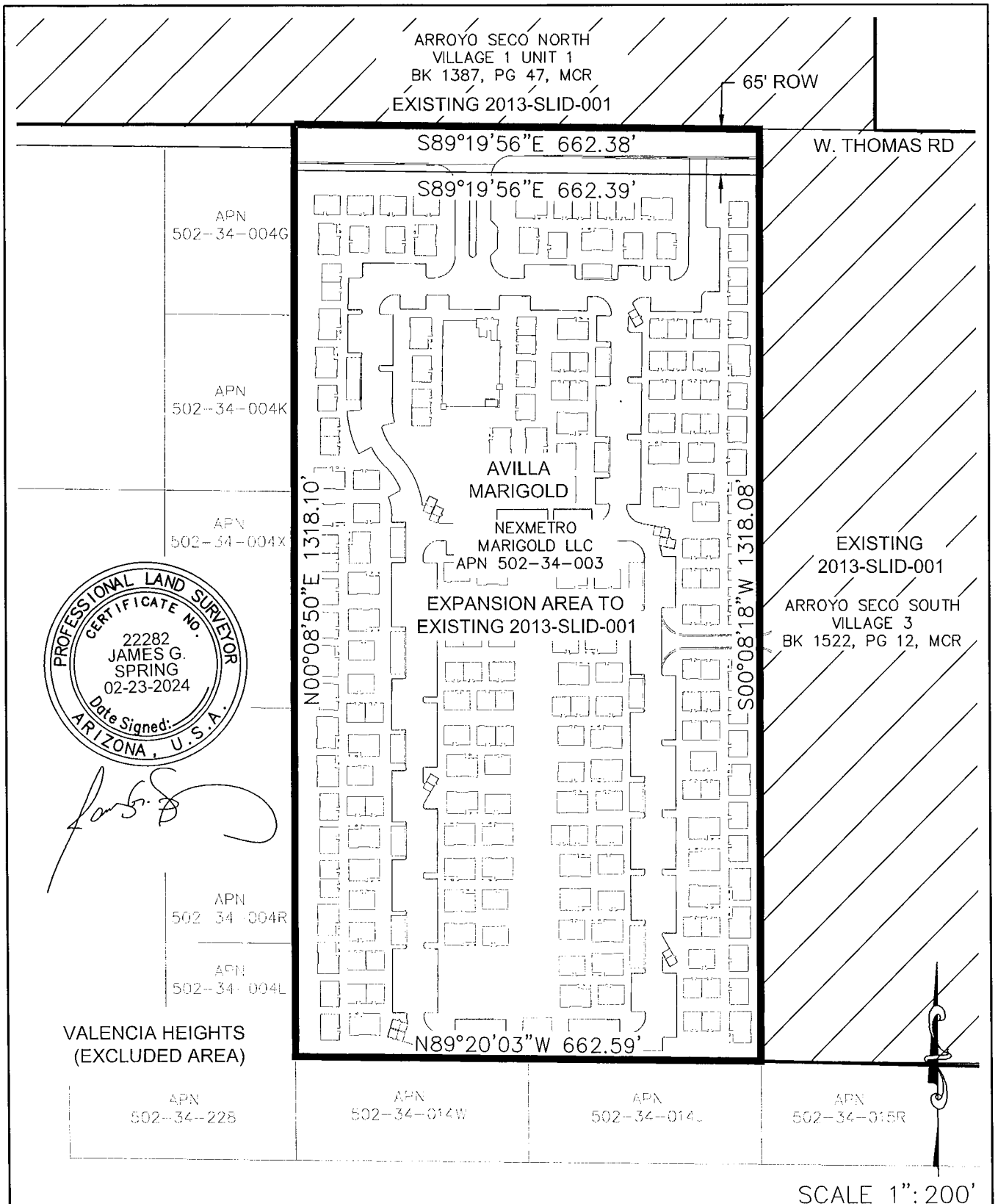
480.218.8831

EXHIBIT C-1
OVERALL
EXISTING SLID

2013-SLID-001 EXPANSION

AVILLA MARIGOLD
BUCKEYE, AZ

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4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

EXHIBIT C-2
EXPANSION
AREA

2013-SLID-001 EXPANSION

AVILLA MARIGOLD
BUCKEYE, AZ

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.C. SLID - Resolution No. 05-24 Project Blue Intent to form Street Lighting Improvement District No. SLID-2023-005 |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** 1 |
| **STAFF LIAISON:** Brian Craig, Development Services Director, bcraig@buckeyeaz.gov, (623) 349-6209 | |
| **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
Street Lighting Improvement Districts (SLIDs) are established to purchased (and not generate) energy for street lighting or public park lighting within the District and adjacent streets so that the costs are not borne by the City in its Highway User Revenue Fund.

**BENEFITS:**
Both SLIDs and Maintenance Improvement Districts (MIDs) provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDs ensure that only the owners that have benefit from the lighting in their community pay for that service. Having the costs of street and public park lighting within a SLID borne by the owners in a development ensures that the revenue needed to fund these costs is always in place.

**FUTURE ACTION:**
Resolution No. 06-24, Ordering the Formation of such District, follows on the current agenda. A budget and further Council action will take place at the beginning of the next fiscal year to implement this District.

**FINANCIAL IMPACT STATEMENT:**
N/A

**CURRENT FISCAL YEAR TOTAL COST:**
N/A

**BUDGETED:**
No

**FISCAL YEAR:**
25/26

**FUND/DEPARTMENT:**
SLIDs

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
Signed Petition_Project Blue.pdf
SLID-2023-005 - EXHIBIT 031224.pdf
SLID-2023-005 Project Blue Resolution 05-24 Intent to Form w-Exhs (smf 07_05_2024).pdf

**When Recorded, Return to:**
Lucinda J. Aja, City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

**PETITION, WAIVER AND CONSENT TO FORMATION OF A STREET LIGHTING IMPROVEMENT DISTRICT BY THE CITY OF BUCKEYE**

**PROJECT BLUE**
**SLID-2023-005**

To: Honorable Mayor and Councilmembers City of Buckeye, Arizona

Pursuant to Arizona Revised Statutes ("*A.R.S.*") Title 48, Chapter 4, Article 2 (the "*Improvement District Law*"), the undersigned property owner(s) (the "*Petitioner*") respectfully petitions the Mayor and City Council (the "*City Council*") of the City of Buckeye, Arizona (the "*City*"), to order the formation of a street lighting improvement district under the Improvement District Law. In support of this Petition, Waiver and Consent to Formation of a Street Lighting Improvement District by the City of Buckeye (this "*Petition*"), the Petitioner agrees to waive certain rights under the Improvement District Law and hereby consents to the formation of a street lighting improvement district encompassing the land shown on *Exhibits A*, *B*, and *C*, attached hereto and incorporated by reference herein.

1. Name of District. The Petitioner hereby requests the proposed district to be named the "City of Buckeye Street Lighting Improvement District No. SLID-2023-005" (the "*District*").

2. Area of District. The property comprising the proposed District is described by a legal description, Assessor's Parcel Number(s), and a map or plat of the area, all as set forth in *Exhibits A*, *B*, and *C*. Such property is entirely within the corporate boundaries of the City. The Petitioner respectfully requests that the property shown on *Exhibits A*, *B* and *C* be included within the District. The proposed District consists of an aggregate of 115.67 acres which are entirely within the corporate boundaries of the City. The Petitioner respectfully requests that the land shown on *Exhibits A*, *B* and *C* be included within the District. The Assessor's parcel number (s) set forth in *Exhibit B* is for convenience only. Should either the legal description set forth in *Exhibit A* or the Assessor's parcel number(s) set forth in *Exhibit B* conflict with *Exhibit C*, *Exhibit C* shall govern.

3. Ownership. The Petitioner is the sole owner of all non-public real property within the proposed District.

4. Purpose. The District is proposed to be formed for the purpose of purchasing, and not generating, energy for street and public park lighting.

5. Public Convenience and Necessity. Public convenience, necessity and welfare will be promoted by the formation of the District, the inclusion of the property described in *Exhibits A*, *B*, and *C* within the District, and the levying of an annual ad valorem tax or equal apportionment of taxes upon all of the non-public real property within the District as provided in A.R.S. § 48-616(C).

6. Fees and Reimbursement. The Petitioner has paid all application fees for the formation of the District and further agrees to reimburse the City for all reasonable legal and engineering fees and costs incurred by the City with respect to the formation of the District.

7. Expansion of or Annexation to the District. The Petitioner waives any objection to, or protest against, any future enlargement or enlargements of the District and also waives all notices of such enlargement or enlargements, whether required to be published, posted, or mailed with respect to the later enlargement of the District's boundaries. The Petitioner further waives any objection to, or protest against, the consolidation of the District with any other similar district or districts.

8. Waiver and Consent. The Petitioner, with full knowledge of its rights being waived hereunder, hereby expressly waives:

a) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the resolution of intention and the resolution ordering the work relating to the formation of the District;

b) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings that result in the adoption of any and all future resolutions of intention, resolutions ordering work, resolutions enlarging the District, and notices pertaining thereto;

c) Any necessity for publication, posting, mailing, or recording of any resolution(s) of intention, resolution(s) ordering work, resolution(s) enlarging the District, or notices of proposed improvements as described in A.R.S. §§ 48-578 and 48-581;

d) All protest rights whatsoever under A.R.S. § 48-579(A) and (B), which provide for protests against the work;

e) All objections to the extent of the District under A.R.S. § 48-579(C);

f) All objections to the lack of plans and specifications, the engineer's estimate and an assessment diagram, all of which are unnecessary for completion of the District's formation or purpose; and

g) Any necessity for any notice or hearing with respect to land owned by the Petitioner now within the proposed boundaries of the District.

9. Equal Apportionment. The Petitioner hereby petitions the City Council to equally apportion the District's annual taxes based on the number and classification of properties within the District pursuant to A.R.S. § 48-616(J). The Petitioner further requests that no publicly owned land or property owned by a homeowners' association shall be liable to pay any expenses of the District.

10. Waiver of Petition. This Petition shall be deemed to be a petition of more than one-half (1/2) of the taxable property units and more than one-half (1/2) of the assessed valuation within the District and as such shall also be deemed to be a waiver of any and all requirements to file a petition under A.R.S. § 48-576, as amended.

11. Public Benefit. The purchasing of energy to operate street lighting improvements within the District is of more than local or ordinary public benefit and should be charged against the property within the District, all of which will benefit thereby.

12. Successors and Assigns. To the extent permitted by law, this Petition shall be binding on all successors or assigns of the Petitioner who hereafter own or have an interest in the property described in *Exhibits A*, *B*, and *C* attached hereto.

13. Authority to Sign Petition. The individual signing this Petition represents and warrants to the City that he/she is duly authorized to (i) sign the Petition to form or enlarge the District, as applicable; (ii) bind the Petitioner to the matters set forth in this Petition; and (iii) agrees to hold the City harmless for, from and against any claims in connection with the formation or enlargement of the District.

14. Recordation. This Petition may be recorded in the office of the Maricopa County Recorder and in the office of the Superintendent of Streets of the City.

The Petitioner hereby requests the City Council of the City to adopt a resolution of intention to order the proposed improvements and to proceed with the improvements requested herein.

**IN WITNESS WHEREOF**, the undersigned representative of the Petitioner has executed this Petition as of the date shown below.

[*signatures on following pages*]

**PETITIONER:**

**REHRIG PACIFIC COMPANY, INC., a Delaware corporation:**

By: _____
William J. Rehrig
Its: Director

Date: 6/26/2024

STATE OF _____)
) ss.
County of _____)

**VERIFICATION**

William J. Rehrig, after being first duly sworn upon his oath, deposes and states:

That I am the authorized officer/signer of Rehrig Pacific Company, Inc., and Petitioner herein; I have been duly authorized to sign this Petition and make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

SUBSCRIBED AND SWORN TO by _____ before me, the undersigned notary public, this _____ day of _____, 20___.

_____
Notary Public

(Seal and Expiration Date)

SEE ATTACHED CALIFORNIA JURAT.

///

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

# CALIFORNIA JURAT

State of California )

County of LOS ANGELES )

Subscribed and sworn to (or affirmed) before me on this 26 day of JUNE, 2024, by WILLIAM J. REHRIG,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

BUENA M. BLACKBURN
Notary Public - California
Los Angeles County
Commission # 2370514
My Comm. Expires Aug 11, 2025

Signature _____
BUENA M. BLACKBURN, NOTARY PUBLIC
MY COMMISSION EXPIRES: AUG 11, 2025

(Seal)

## OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

This certificate is attached to a document titled/for the purpose of

PETITION, WAIVER AND CONSENT TO FORMATION OF A STREET LIGHTING IMPROVEMENT DISTRICT BY THE CITY OF BUCKEYE
PROJECT BLUE - SLID-2023-005

containing 11 pages, and dated JUNE 26, 2024.

### Additional Information

**Method of Affiant Identification**

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # Entry #

Notary contact:

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe:

© Copyright 2007-2014 Notary Rotary, Inc. PO Box 41400, Des Moines, IA 50311-0507 All Rights Reserved. Item Number 101884. Please contact your Authorized Reseller to purchase copies of this form.

**BLUE POLYMERS, LLC, a Delaware limited liability company:**

By: Steve G. Sapp
[Signature]

Its: Board Member
[Title]

Date: 5/14/24

STATE OF Florida )
) ss.
County of Orange )

**VERIFICATION**

Steve G. Sapp, after being first duly sworn upon oath, deposes and states:

That I am the authorized officer/signer of and Petitioner BLUE POLYMERS, LLC, herein; I have been duly authorized to sign this Petition and make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

SUBSCRIBED AND SWORN TO by Steve G. Sapp before me, the undersigned notary public, this 14 day of May, 2024.

Notary Public

(Seal and Expiration Date)

SONESKA RIVERA
Notary Public-State of Florida
Commission # HH 266594
My Commission Expires
July 19, 2026

///

**MP BUCKEYE LOGISTICS PARK QOZB, LLC,**
**an Arizona limited liability company:**

By: Merit Buckeye Logistics Park P, LLC,
an Arizona limited liability company
Its: Member and Manager

By: Merit Partners, Inc., an Arizona corporation
Its: Manager

By: _____
Kevin Czerwinski
Its: President/Director

Date: June 27, 2024

STATE OF Arizona )
) ss.
County of Maricopa )

**VERIFICATION**

Kevin Czerwinski, after being first duly sworn upon his oath, deposes and states:

That I am the authorized officer/signer of and Petitioner MP BUCKEYE LOGISTICS PARK QOZB, LLC, herein; I have been duly authorized to sign this Petition and make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

SUBSCRIBED AND SWORN TO by Kevin Czerwinski before me, the undersigned notary public, this 27 day of June, 2024.

Dana Townley
Notary Public

(Seal and Expiration Date)

DANA TOWNLEY
Notary Public - Arizona
Maricopa County
Commission # 648528
My Comm. Expires Apr 30, 2027

///

**ARIZONA PUBLIC SERVICE COMPANY,**
**an Arizona corporation**

By: _____
[Signature]

Its: Manager Real Estate & Facilities
[Title]

Date: 6/24/24

STATE OF Arizona )
) ss.
County of Maricopa )

**VERIFICATION**

Dale Benz, after being first duly sworn upon oath, deposes and states:

That I am the authorized officer/signer of and Petitioner Arizona Public Service Company, herein; I have been duly authorized to sign this Petition and make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

SUBSCRIBED AND SWORN TO by Dale Benz before me, the undersigned notary public, this 24 day of June, 2024.

_____
Notary Public

(Seal and Expiration Date)

JENNIFER PHELAN
Notary Public, State of Arizona
Maricopa County
Commission # 652890
My Commission Expires
July 17, 2027

RECEIPT this _____ day of_____, 2024, of the foregoing Petition is hereby acknowledged by the City Clerk of the City of Buckeye, Arizona, who will deliver said Petition to the City Council for action.

_____

Lucinda J. Aja, City Clerk

RECEIPT this _____ day of_____, 2024, of the foregoing Petition is hereby acknowledged by the City Clerk of the City of Buckeye, Arizona, who will deliver said Petition to the City Council for action.

_____

Lucinda J. Aja, City Clerk

# EXHIBIT "A"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
# LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 2, MARKED BY A BRASS CAP FLUSH STAMPED "TOWN OF BUCKEYE W/SECTION LABLELS, RLS 37174", FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 2, MARKED A BRASS CAP IN HANDHOLE STAMPED "M.C.H.D." BEARS NORTH 01°18'33" EAST, A DISTANCE OF 2728.31 FEET;

THENCE NORTH 01°18'33" EAST, A DISTANCE OF 1759.72 FEET TO A POINT ON THE NORTH LINE OF THE 200.00 FOOT UNION AND SOUTHERN RAILROAD RIGHT OF WAY;

THENCE NORTH 83°33'03" EAST, ALONG SAID NORTH LINE OF UNION AND SOUTHERN RAILROAD, A DISTANCE OF 2658.07 FEET;

THENCE SOUTH 01°18'59" WEST, A DISTANCE OF 2066.70 FEET;

THENCE NORTH 89°49'07" WEST, A DISTANCE OF 2633.99 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS: 115.67 ACRES ±.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45835
JERRY D.
HEATH JR.
Date Signed 3/12/24
ARIZONA U.S.A

| | |
|---|---|
| TITLE: | XB01 |
| DATE: | 3/12/24 |
| DESC: | SLID EXHIBIT |

HUNTER ENGINEERING
CIVIL AND SURVEY
10446 N. 74TH ST., SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986



PROJ. NO.
MERT041 XB01

# EXHIBIT "B"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
# ASSESSOR PARCEL NUMBERS

| ASSESSOR PARCEL NO. | OWNER |
|---|---|
| 401-07-012 | MP BUCKEYE LOGISTIC PARK QOZB LLC |
| | |
| 401-07-013 | MP BUCKEYE LOGISTIC PARK QOZB LLC |
| | |
| 401-07-014A | REHRIG PACIFIC COMPANY |
| 401-07-014B | ARIZONA PUBLIC SERVICE COMPANY AN ARIZONA CORPORATION |
| | |
| 401-07-014C | BLUE POLYMERS LLC |

## MONUMENTS:

(1) WEST QUARTER CORNER
SECTION 2,, T.1S., R.4W.
FOUND BRASS CAP FLUSH
STAMPED "TOWN OF BUCKEYE
W/SECTION LABELS, RLS 37174"
POINT OF BEGINNING

(2) NORTHWEST CORNER
OF SECTION 2, T.1S.,R.4W.
FOUND BRASS CAP IN
HANDHOLE STAMPED "M.C.H.D."




| | |
|---|---|
| TITLE: | XB01 |
| DATE: | 3/12/24 |
| DESC: | SLID EXHIBIT |

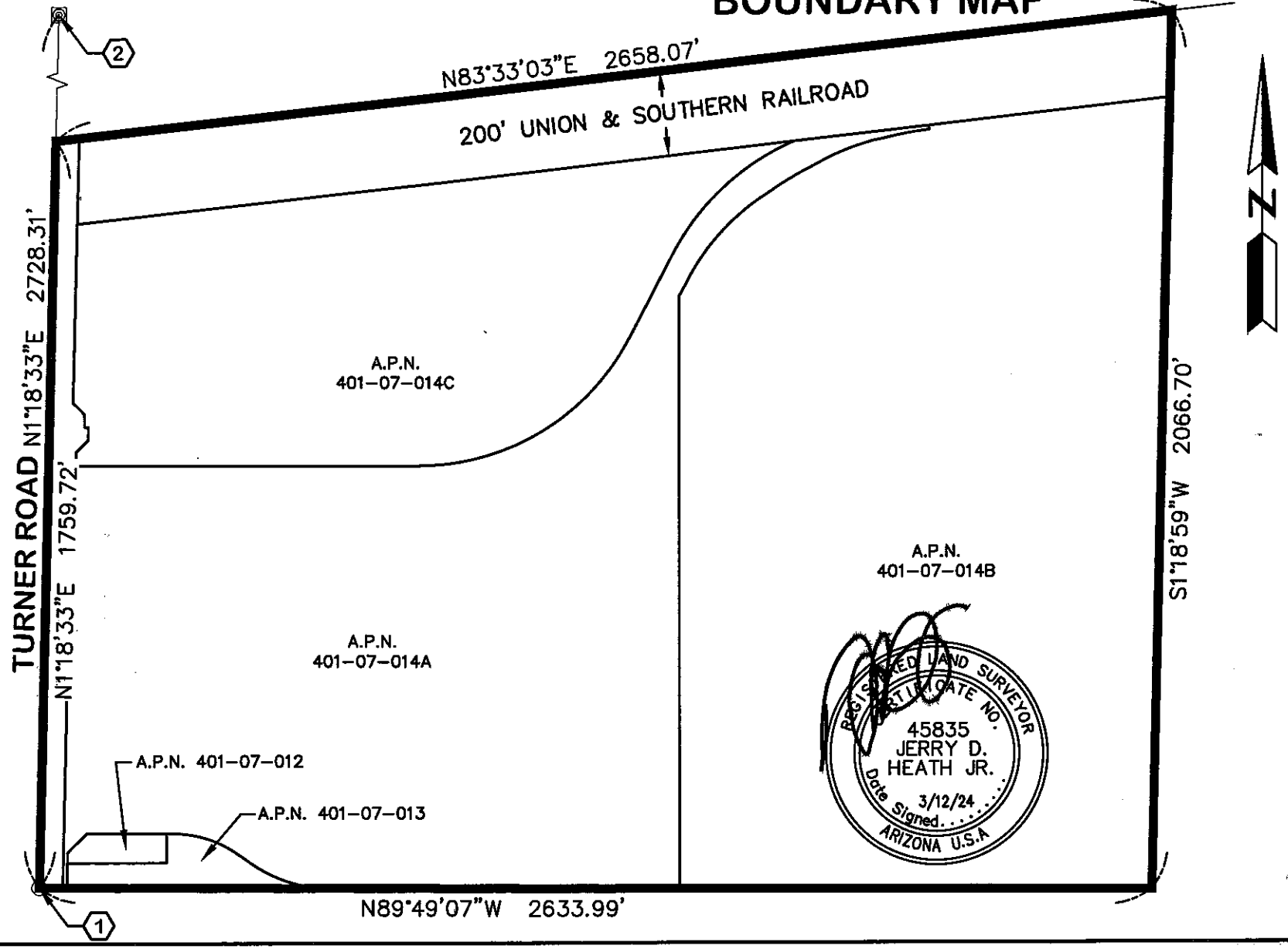
HUNTER ENGINEERING
CIVIL AND SURVEY
10446 N. 74TH ST., SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986



PROJ. NO.
MERT041 XB01

| HUNTER ENGINEERING | PAGE 3 OF 3 |
|---|---|
| 10446 N. 74TH ST., SUITE 140<br>SCOTTSDALE, AZ 85258<br>T 480 991 3985<br>F 480 991 3986 | CIVIL AND SURVEY<br>SCALE: 1"=350'<br>DATE: 3/12/24<br>PROJ. NO.<br>MERT041 XB01 |

# EXHIBIT "C"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
## BOUNDARY MAP



# EXHIBIT "A"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
# LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 2, MARKED BY A BRASS CAP FLUSH STAMPED "TOWN OF BUCKEYE W/SECTION LABLELS, RLS 37174", FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 2, MARKED A BRASS CAP IN HANDHOLE STAMPED "M.C.H.D." BEARS NORTH 01°18'33" EAST, A DISTANCE OF 2728.31 FEET;

THENCE NORTH 01°18'33" EAST, A DISTANCE OF 1759.72 FEET TO A POINT ON THE NORTH LINE OF THE 200.00 FOOT UNION AND SOUTHERN RAILROAD RIGHT OF WAY;

THENCE NORTH 83°33'03" EAST, ALONG SAID NORTH LINE OF UNION AND SOUTHERN RAILROAD, A DISTANCE OF 2658.07 FEET;

THENCE SOUTH 01°18'59" WEST, A DISTANCE OF 2066.70 FEET;

THENCE NORTH 89°49'07" WEST, A DISTANCE OF 2633.99 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS: 115.67 ACRES ±.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45835
JERRY D.
HEATH JR.
Date Signed 3/12/24
ARIZONA U.S.A

| | |
|---|---|
| TITLE: | XB01 |
| DATE: | 3/12/24 |
| DESC: | SLID EXHIBIT |


HUNTER ENGINEERING
CIVIL AND SURVEY
10446 N. 74TH ST., SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986




PROJ. NO.
MERT041 XB01

# EXHIBIT "B"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
# ASSESSOR PARCEL NUMBERS

| ASSESSOR PARCEL NO. | OWNER |
|---|---|
| 401-07-012 | MP BUCKEYE LOGISTIC PARK QOZB LLC |
| | |
| 401-07-013 | MP BUCKEYE LOGISTIC PARK QOZB LLC |
| | |
| 401-07-014A | REHRIG PACIFIC COMPANY |
| 401-07-014B | ARIZONA PUBLIC SERVICE COMPANY AN ARIZONA CORPORATION |
| | |
| 401-07-014C | BLUE POLYMERS LLC |

## MONUMENTS:

(1) WEST QUARTER CORNER
SECTION 2, T.1S., R.4W.
FOUND BRASS CAP FLUSH
STAMPED "TOWN OF BUCKEYE
W/SECTION LABELS, RLS 37174"
POINT OF BEGINNING

(2) NORTHWEST CORNER
OF SECTION 2, T.1S.,R.4W.
FOUND BRASS CAP IN
HANDHOLE STAMPED "M.C.H.D."




TITLE: **XB01**

DATE: 3/12/24

DESC: SLID EXHIBIT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PROJ. NO.
MERT041 XB01

**HUNTER**
ENGINEERING
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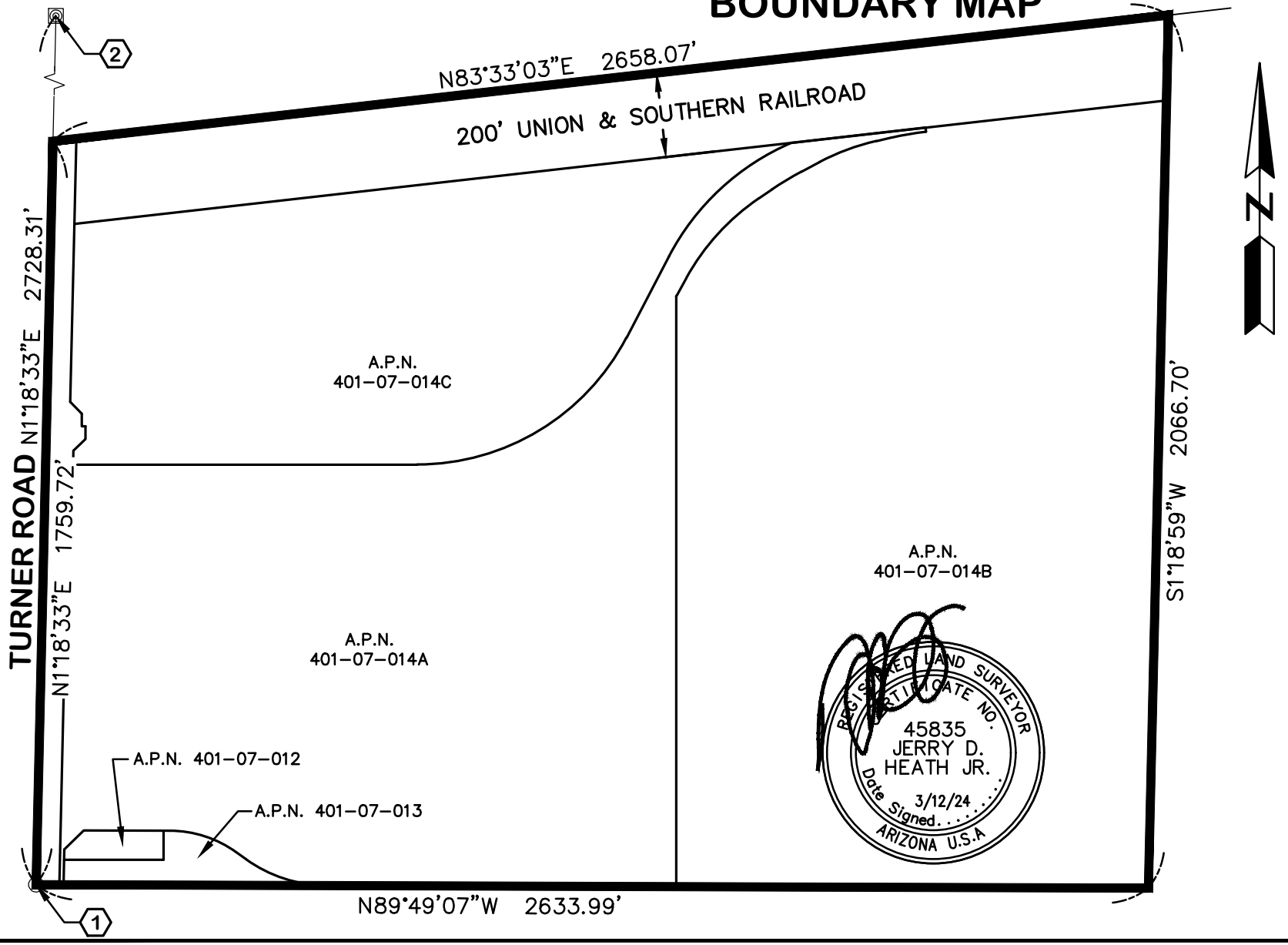
PAGE 3 OF 3
CIVIL AND SURVEY
SCALE: 1"=350'
DATE: 3/12/24
PROJ. NO.
MERT041 XB01

# EXHIBIT "C"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
## BOUNDARY MAP



**When Recorded, Return to:**
Lucinda J. Aja, City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

**RESOLUTION NO. 05-24**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, 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 THE RECORDING AND FILING OF THIS RESOLUTION.**

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

Section 1. Acceptance and Findings. A Petition for the formation of the City of Buckeye Street Lighting Improvement District No. SLID-2023-005 to purchase (and not generate) energy for street and public park lighting within the District and streets adjacent thereto has been filed with the Clerk and presented to the Governing Body of the City. The Petition is accepted. The Petition purports to be signed by all of the non-public real property owners in the proposed District, exclusive of mortgagees and other lienholders. After verification of such ownership, the Governing Body finds that the Petition was signed by all of the real property owners in the proposed District, exclusive of mortgagees and other lienholders or the owners of any Public Property.

Section 2. Definitions. In this Resolution, the following terms shall have the following meanings:

"*APS*" shall mean the Arizona Public Service Company.

"*City*" shall mean the City of Buckeye, Arizona.

"*Clerk*" shall mean the Clerk of the City, located at 530 East Monroe Avenue, Buckeye, Arizona 85326.

"*Director*" shall mean the Director of the Arizona Department of Revenue.

"*District*" shall mean the City of Buckeye Street Lighting Improvement District No. SLID-2023-005, as described by the legal description, Assessor's parcel number, and map in *Exhibits A*, *B* and *C* attached hereto and incorporated by reference herein.

"*Governing Body*" shall mean the Mayor and City Council of the City.

"*Incidental Expenses*" shall mean the costs of posting, publication, mailing, recording, engineering and legal fees with respect to the formation of the District and the annual levy of taxes.

"*Petition*" shall mean the Petition, Waiver, and Consent to Formation of a Street Lighting Improvement District by the City of Buckeye, requesting formation of the District, on file in the Clerk's office.

"*Public Property*" shall mean any lot or parcel belonging to the United States; the state of Arizona (the "*State*"); any county, city, town, school district or political subdivision; or any institution of the State or county that is physically located within the District, including without limitation any public street, avenue, alley or public easement located within the District hereinafter dedicated to public use.

"*Street Lighting System*" shall mean all publicly owned street and traffic lights and all wire, apparatus and other facilities now in place or hereafter constructed or acquired for the lighting of public streets and parks within the District and on streets adjacent to the District.

"*Work*" shall mean the purchasing of energy for the operation of the Street Lighting System.

Section 3. Declaration of Intention to Order Formation of the District. The public interest and convenience require, and it is the intention of the Governing Body to order, the Work through formation of the District pursuant to A.R.S. Title 48, Chapter 4, Article 2. The District's sole purpose shall be the purchase, not generation, of energy to operate the Street Lighting System, including as it is hereafter modified or enlarged. The District shall encompass the property described on *Exhibits A*, *B*, and *C*, attached hereto. The Assessor's parcel number(s) shown on *Exhibit B* is for convenience only. If either *Exhibit A* or *Exhibit B* or both conflict with *Exhibit C*, *Exhibit C* shall govern and be determinative of a parcel's inclusion within, or exclusion from, the District, subject to the restrictions of Section 5 of this Resolution. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining hereto, the District shall be known as and is hereby designated as "City of Buckeye Street Lighting Improvement District No. SLID-2023-005".

Section 4. Statutory Authority; Payment of Incidental Expenses. All proceedings pertaining to the District shall be done under and as authorized by A.R.S. Title 48, Chapter 4, Article 2, and all amendments thereto including, without limitation, A.R.S. §§ 48-616 and -617. All Incidental Expenses shall become the obligation of the District.

Section 5. Excluded Property. No Public Property or property owned by a homeowners' association will be liable to pay any portion of the District's costs and expenses. Additionally, any public streets, avenues, alleys, or public easements hereafter dedicated to public use shall become exempt after such dedication.

Section 6. Protests and Objections to Extent of District. In the Petition, the signer has made written consents and waivers pertaining to the ordering of the Work and to the formation of the District and has specifically waived all protests against formation of, and objections to, the extent of the District. City staff has verified that all non-public real property owners within the District have signed the Petition, and the Governing Body finds as a fact that all non-public property owners within the District have signed such Petition. Therefore, pursuant to A.R.S. § 48-617(A), no publication, mailing or posting of any notice pertaining to formation of the District will be made.

Section 7. Engineer's Estimate, Plans and Specifications. As financing for the acquisition and construction of the initial Street Lighting System has been, or will be, provided, the District's sole purpose will be to purchase, and not generate, energy to operate the Street Lighting System. No engineer's estimate, plans, or specifications have been filed with the Clerk. In the Petition, all owners of land within the District specifically waived the filing of an engineer's estimate, plans, or specifications.

Section 8. Determination of Type of Lighting and Consideration of the Rate to be Paid. The type of lighting shall be the type now in place within the District, to be operated nightly from dusk to dawn, or such other lighting facilities as may be acquired in the future by the City or some other entity for use within the District. The District's costs and expenses of purchasing energy for the operation of the Street Lighting System are subject to change due to inflation, new construction, new technology, updated APS rate schedules as approved by the Arizona Corporation Commission, updated APS or City specifications as approved by the City Engineer, or acquisition of additional portions of the Street Lighting System.

Section 9. Recordation. A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder within ten (10) days of its adoption to give notice of formation of the District, as required by A.R.S. § 48-574(M).

Section 10. Extension for Filing. If either the formation of the District occurs after November 1 of the year preceding the year in which initial assessments are to be levied, or the resolution ordering the Work is not filed with both the Arizona Department of Revenue and the Maricopa County Assessor prior to such deadline, the Mayor and Council hereby request, subject to the November 30 deadline for such request as provided in A.R.S. § 42-17257(B), that the Director of the Arizona Department of Revenue extend the deadline prescribed by A.R.S. § 42-17257 to December 20, 2024.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Buckeye, Arizona, this 6th day of August, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Attachments:
**Exhibit A** – Legal Description
**Exhibit B** – Assessor's Parcel Number and Owner's Name
**Exhibit C** – Boundary Map

CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 05-24 was duly passed by the Mayor and Council of the City of Buckeye, Arizona, at a regular meeting held on August 6, 2024, and the vote was ___ aye's, ___nay's, ___ abstained and ___ were absent and that the Mayor and ___ Council Members were present thereat.

DATED: August 6, 2024.

Lucinda J. Aja, City Clerk

# EXHIBIT "A"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
# LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 2, MARKED BY A BRASS CAP FLUSH STAMPED "TOWN OF BUCKEYE W/SECTION LABLELS, RLS 37174", FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 2, MARKED A BRASS CAP IN HANDHOLE STAMPED "M.C.H.D." BEARS NORTH 01°18'33" EAST, A DISTANCE OF 2728.31 FEET;

THENCE NORTH 01°18'33" EAST, A DISTANCE OF 1759.72 FEET TO A POINT ON THE NORTH LINE OF THE 200.00 FOOT UNION AND SOUTHERN RAILROAD RIGHT OF WAY;

THENCE NORTH 83°33'03" EAST, ALONG SAID NORTH LINE OF UNION AND SOUTHERN RAILROAD, A DISTANCE OF 2658.07 FEET;

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THENCE NORTH 89°49'07" WEST, A DISTANCE OF 2633.99 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS: 115.67 ACRES ±.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45835
JERRY D.
HEATH JR.
Date Signed 3/12/24
ARIZONA U.S.A

| | |
|---|---|
| TITLE: | XB01 |
| DATE: | 3/12/24 |
| DESC: | SLID EXHIBIT |


HUNTER ENGINEERING
CIVIL AND SURVEY
10446 N. 74TH ST., SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986




PROJ. NO.
MERT041 XB01

# EXHIBIT "B"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
# ASSESSOR PARCEL NUMBERS

| ASSESSOR PARCEL NO. | OWNER |
|---|---|
| 401-07-012 | MP BUCKEYE LOGISTIC PARK QOZB LLC |
| | |
| 401-07-013 | MP BUCKEYE LOGISTIC PARK QOZB LLC |
| | |
| 401-07-014A | REHRIG PACIFIC COMPANY |
| 401-07-014B | ARIZONA PUBLIC SERVICE COMPANY AN ARIZONA CORPORATION |
| | |
| 401-07-014C | BLUE POLYMERS LLC |

## MONUMENTS:

(1) WEST QUARTER CORNER
SECTION 2, T.1S., R.4W.
FOUND BRASS CAP FLUSH
STAMPED "TOWN OF BUCKEYE
W/SECTION LABELS, RLS 37174"
POINT OF BEGINNING

(2) NORTHWEST CORNER
OF SECTION 2, T.1S.,R.4W.
FOUND BRASS CAP IN
HANDHOLE STAMPED "M.C.H.D."




TITLE: XB01
DATE: 3/12/24
DESC: SLID EXHIBIT

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PROJ. NO.
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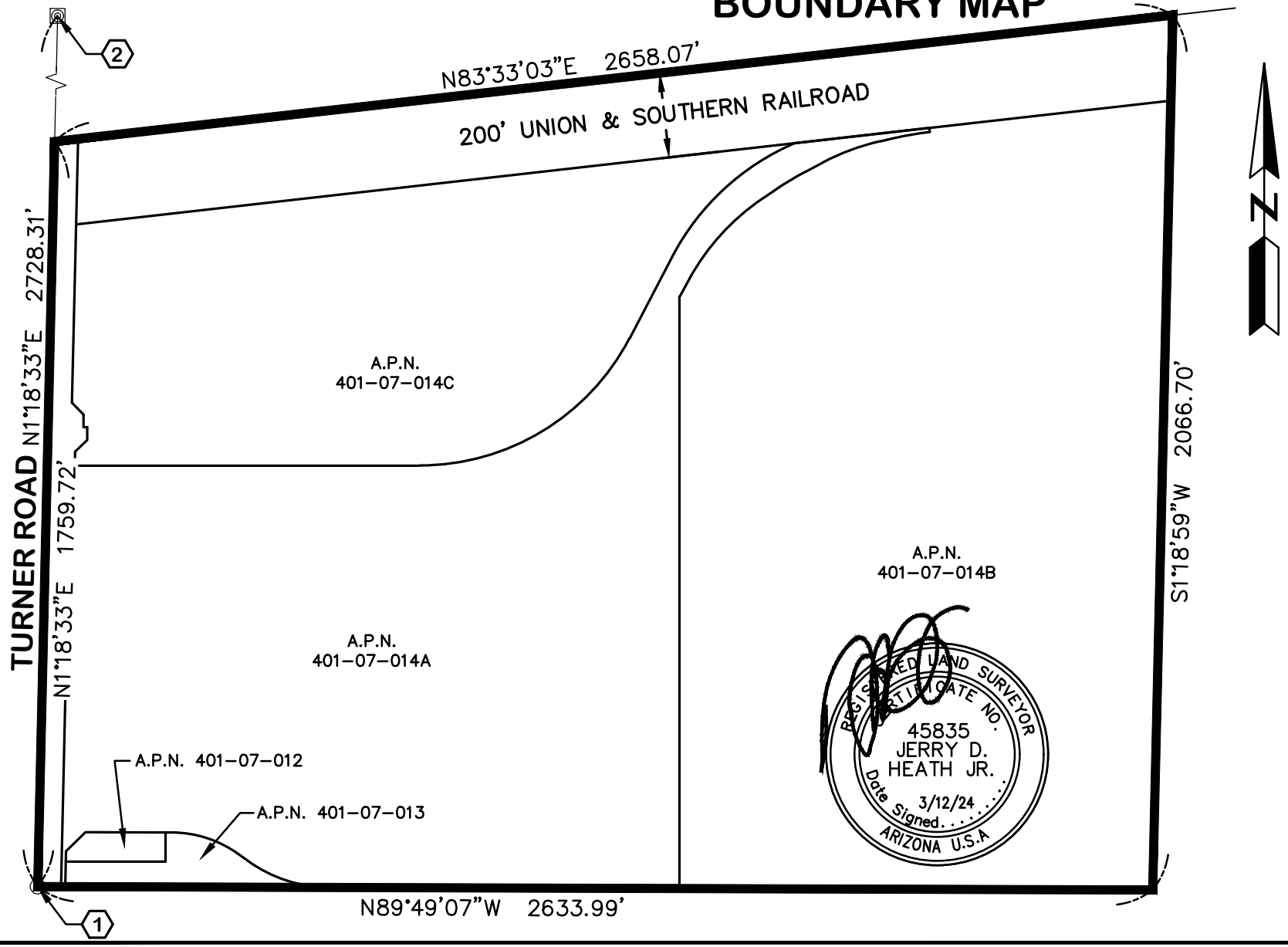
PAGE 3 OF 3
CIVIL AND SURVEY
SCALE: 1"=350'
DATE: 3/12/24
PROJ. NO.
MERT041 XB01

# EXHIBIT "C"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
## BOUNDARY MAP



**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.D. SLID - Resolution No. 06-24 Project Blue ordering the Work of Street Lighting Improvement District No. SLID-2023-005 |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** 1 |
| **STAFF LIAISON:** Brian Craig, Development Services Director, bcraig@buckeyeaz.gov, (623) 349-6209 | |
| **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
SLIDs are formed in the City of Buckeye in accordance with Ordinance No. 43-05 and assess the owners within a development for the cost of the electricity for the streetlights within the boundaries of the development SLID, including any public road street lighting that is of benefit to the development. SLIDs are established to purchase (and not generate) energy for street or public park lighting within the District and adjacent streets so that the costs are not borne by the City in its general HURF fund, though there are administrative services provided by the City.

**BENEFITS:**
Both Street Lighting Improvement Districts (SLIDs) and Parkway Maintenance Improvement Districts (MIDs) provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDs ensure that only the owners that benefit from the lighting in their community pay for that service. Having the costs of street and public park lighting within a District borne by the owners in a development ensure that the revenue needed to fund these costs is always in place.

**FUTURE ACTION:**
This resolution will be recorded and a conformed copy delivered to the Maricopa County Assessor and the Arizona State Department of Revenue within ten (10) business days of Council action to ensure that this SLID is on the tax rolls for fiscal year 2025/26.

**FINANCIAL IMPACT STATEMENT:**
N/A

**CURRENT FISCAL YEAR TOTAL COST:**
N/A

**BUDGETED:**
No

**FISCAL YEAR:**
25/26

**FUND/DEPARTMENT:**
SLIDs

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
Fully Executed SLID.pdf
SLID-2023-005 Project Blue - Resolution 06-24 Ordering the Work w-Exhs (smf 07_17_2024).pdf
SLID-2023-005 EXHIBIT 031224.pdf

**When Recorded, Return to:**
Lucinda J. Aja, City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

**PETITION, WAIVER AND CONSENT TO FORMATION OF A STREET LIGHTING IMPROVEMENT DISTRICT BY THE CITY OF BUCKEYE**

**PROJECT BLUE**
**SLID-2023-005**

To: Honorable Mayor and Councilmembers City of Buckeye, Arizona

Pursuant to Arizona Revised Statutes ("*A.R.S.*") Title 48, Chapter 4, Article 2 (the "*Improvement District Law*"), the undersigned property owner(s) (the "*Petitioner*") respectfully petitions the Mayor and City Council (the "*City Council*") of the City of Buckeye, Arizona (the "*City*"), to order the formation of a street lighting improvement district under the Improvement District Law. In support of this Petition, Waiver and Consent to Formation of a Street Lighting Improvement District by the City of Buckeye (this "*Petition*"), the Petitioner agrees to waive certain rights under the Improvement District Law and hereby consents to the formation of a street lighting improvement district encompassing the land shown on *Exhibits A*, *B*, and *C*, attached hereto and incorporated by reference herein.

1. Name of District. The Petitioner hereby requests the proposed district to be named the "City of Buckeye Street Lighting Improvement District No. SLID-2023-005" (the "*District*").

2. Area of District. The property comprising the proposed District is described by a legal description, Assessor's Parcel Number(s), and a map or plat of the area, all as set forth in *Exhibits A*, *B*, and *C*. Such property is entirely within the corporate boundaries of the City. The Petitioner respectfully requests that the property shown on *Exhibits A*, *B* and *C* be included within the District. The proposed District consists of an aggregate of 115.67 acres which are entirely within the corporate boundaries of the City. The Petitioner respectfully requests that the land shown on *Exhibits A*, *B* and *C* be included within the District. The Assessor's parcel number (s) set forth in *Exhibit B* is for convenience only. Should either the legal description set forth in *Exhibit A* or the Assessor's parcel number(s) set forth in *Exhibit B* conflict with *Exhibit C*, *Exhibit C* shall govern.

3. Ownership. The Petitioner is the sole owner of all non-public real property within the proposed District.

4. Purpose. The District is proposed to be formed for the purpose of purchasing, and not generating, energy for street and public park lighting.

5. Public Convenience and Necessity. Public convenience, necessity and welfare will be promoted by the formation of the District, the inclusion of the property described in *Exhibits A*, *B*, and *C* within the District, and the levying of an annual ad valorem tax or equal apportionment of taxes upon all of the non-public real property within the District as provided in A.R.S. § 48-616(C).

6. Fees and Reimbursement. The Petitioner has paid all application fees for the formation of the District and further agrees to reimburse the City for all reasonable legal and engineering fees and costs incurred by the City with respect to the formation of the District.

7. Expansion of or Annexation to the District. The Petitioner waives any objection to, or protest against, any future enlargement or enlargements of the District and also waives all notices of such enlargement or enlargements, whether required to be published, posted, or mailed with respect to the later enlargement of the District's boundaries. The Petitioner further waives any objection to, or protest against, the consolidation of the District with any other similar district or districts.

8. Waiver and Consent. The Petitioner, with full knowledge of its rights being waived hereunder, hereby expressly waives:

a) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the resolution of intention and the resolution ordering the work relating to the formation of the District;

b) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings that result in the adoption of any and all future resolutions of intention, resolutions ordering work, resolutions enlarging the District, and notices pertaining thereto;

c) Any necessity for publication, posting, mailing, or recording of any resolution(s) of intention, resolution(s) ordering work, resolution(s) enlarging the District, or notices of proposed improvements as described in A.R.S. §§ 48-578 and 48-581;

d) All protest rights whatsoever under A.R.S. § 48-579(A) and (B), which provide for protests against the work;

e) All objections to the extent of the District under A.R.S. § 48-579(C);

f) All objections to the lack of plans and specifications, the engineer's estimate and an assessment diagram, all of which are unnecessary for completion of the District's formation or purpose; and

g) Any necessity for any notice or hearing with respect to land owned by the Petitioner now within the proposed boundaries of the District.

9. Equal Apportionment. The Petitioner hereby petitions the City Council to equally apportion the District's annual taxes based on the number and classification of properties within the District pursuant to A.R.S. § 48-616(J). The Petitioner further requests that no publicly owned land or property owned by a homeowners' association shall be liable to pay any expenses of the District.

10. Waiver of Petition. This Petition shall be deemed to be a petition of more than one-half (1/2) of the taxable property units and more than one-half (1/2) of the assessed valuation within the District and as such shall also be deemed to be a waiver of any and all requirements to file a petition under A.R.S. § 48-576, as amended.

11. Public Benefit. The purchasing of energy to operate street lighting improvements within the District is of more than local or ordinary public benefit and should be charged against the property within the District, all of which will benefit thereby.

12. Successors and Assigns. To the extent permitted by law, this Petition shall be binding on all successors or assigns of the Petitioner who hereafter own or have an interest in the property described in *Exhibits A*, *B*, and *C* attached hereto.

13. Authority to Sign Petition. The individual signing this Petition represents and warrants to the City that he/she is duly authorized to (i) sign the Petition to form or enlarge the District, as applicable; (ii) bind the Petitioner to the matters set forth in this Petition; and (iii) agrees to hold the City harmless for, from and against any claims in connection with the formation or enlargement of the District.

14. Recordation. This Petition may be recorded in the office of the Maricopa County Recorder and in the office of the Superintendent of Streets of the City.

The Petitioner hereby requests the City Council of the City to adopt a resolution of intention to order the proposed improvements and to proceed with the improvements requested herein.

**IN WITNESS WHEREOF**, the undersigned representative of the Petitioner has executed this Petition as of the date shown below.

[*signatures on following pages*]

**PETITIONER:**

**REHRIG PACIFIC COMPANY, INC., a Delaware corporation:**

By: _____
William J. Rehrig
Its: Director

Date: 6/26/2024

STATE OF _____)
) ss.
County of _____)

**VERIFICATION**

William J. Rehrig, after being first duly sworn upon his oath, deposes and states:

That I am the authorized officer/signer of Rehrig Pacific Company, Inc., and Petitioner herein; I have been duly authorized to sign this Petition and make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

SUBSCRIBED AND SWORN TO by _____ before me, the undersigned notary public, this _____ day of _____, 20___.

_____
Notary Public

(Seal and Expiration Date)

SEE ATTACHED CALIFORNIA JURAT.

///

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

# CALIFORNIA JURAT

State of California )

County of LOS ANGELES )

Subscribed and sworn to (or affirmed) before me on this 26 day of JUNE, 2024, by WILLIAM J. REHRIG,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

BUENA M. BLACKBURN
Notary Public - California
Los Angeles County
Commission # 2370514
My Comm. Expires Aug 11, 2025

Signature _____
BUENA M. BLACKBURN, NOTARY PUBLIC
MY COMMISSION EXPIRES: AUG 11, 2025

(Seal)

## OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

This certificate is attached to a document titled/for the purpose of

PETITION, WAIVER AND CONSENT TO FORMATION OF A STREET LIGHTING IMPROVEMENT DISTRICT BY THE CITY OF BUCKEYE
PROJECT BLUE - SLID-2023-005

containing 11 pages, and dated JUNE 26, 2024.

### Additional Information

**Method of Affiant Identification**

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # Entry #

Notary contact:

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe:

© Copyright 2007-2014 Notary Rotary, Inc. PO Box 41400, Des Moines, IA 50311-0507 All Rights Reserved. Item Number 101884. Please contact your Authorized Reseller to purchase copies of this form.

**BLUE POLYMERS, LLC, a Delaware limited liability company:**

By: _____
[Signature]

Its: Board Member
[Title]

Date: 5/14/24

STATE OF Florida )
) ss.
County of Orange )

**VERIFICATION**

Steve C. Sapp, after being first duly sworn upon oath, deposes and states:

That I am the authorized officer/signer of and Petitioner BLUE POLYMERS, LLC, herein; I have been duly authorized to sign this Petition and make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

SUBSCRIBED AND SWORN TO by Steve C. Sapp before me, the undersigned notary public, this 14 day of May, 2024.

_____
Notary Public

(Seal and Expiration Date)

SONESKA RIVERA
Notary Public-State of Florida
Commission # HH 266594
My Commission Expires
July 19, 2026

///

**MP BUCKEYE LOGISTICS PARK QOZB, LLC,**
**an Arizona limited liability company:**

By: Merit Buckeye Logistics Park P, LLC,
an Arizona limited liability company
Its: Member and Manager

By: Merit Partners, Inc., an Arizona
corporation
Its: Manager

By: _____
Kevin Czerwinski
Its: President/Director

Date: June 27, 2024

STATE OF Arizona )
) ss.
County of Maricopa )

**VERIFICATION**

Kevin Czerwinski, after being first duly sworn upon his oath, deposes and states:

That I am the authorized officer/signer of and Petitioner MP BUCKEYE LOGISTICS PARK QOZB, LLC, herein; I have been duly authorized to sign this Petition and make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

SUBSCRIBED AND SWORN TO by Kevin Czerwinski before me, the undersigned notary public, this 27 day of June, 2024.

Dana Townley
Notary Public

(Seal and Expiration Date)

DANA TOWNLEY
Notary Public - Arizona
Maricopa County
Commission # 648528
My Comm. Expires Apr 30, 2027

///

**ARIZONA PUBLIC SERVICE COMPANY,**
**an Arizona corporation**

By: _____
[Signature]

Its: Manager Real Estate & Facilities
[Title]

Date: 6/24/24

STATE OF Arizona )
) ss.
County of Maricopa )

**VERIFICATION**

Dale Benz, after being first duly sworn upon oath, deposes and states:

That I am the authorized officer/signer of and Petitioner Arizona Public Service Company, herein; I have been duly authorized to sign this Petition and make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

SUBSCRIBED AND SWORN TO by Dale Benz before me, the undersigned notary public, this 24 day of June, 2024.

_____
Notary Public

(Seal and Expiration Date)

JENNIFER PHELAN
Notary Public, State of Arizona
Maricopa County
Commission # 652890
My Commission Expires
July 17, 2027

RECEIPT this _____ day of_____, 2024, of the foregoing Petition is hereby acknowledged by the City Clerk of the City of Buckeye, Arizona, who will deliver said Petition to the City Council for action.

_____

Lucinda J. Aja, City Clerk

RECEIPT this _____ day of_____, 2024, of the foregoing Petition is hereby acknowledged by the City Clerk of the City of Buckeye, Arizona, who will deliver said Petition to the City Council for action.

_____

Lucinda J. Aja, City Clerk

# EXHIBIT "A"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
# LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 2, MARKED BY A BRASS CAP FLUSH STAMPED "TOWN OF BUCKEYE W/SECTION LABLELS, RLS 37174", FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 2, MARKED A BRASS CAP IN HANDHOLE STAMPED "M.C.H.D." BEARS NORTH 01°18'33" EAST, A DISTANCE OF 2728.31 FEET;

THENCE NORTH 01°18'33" EAST, A DISTANCE OF 1759.72 FEET TO A POINT ON THE NORTH LINE OF THE 200.00 FOOT UNION AND SOUTHERN RAILROAD RIGHT OF WAY;

THENCE NORTH 83°33'03" EAST, ALONG SAID NORTH LINE OF UNION AND SOUTHERN RAILROAD, A DISTANCE OF 2658.07 FEET;

THENCE SOUTH 01°18'59" WEST, A DISTANCE OF 2066.70 FEET;

THENCE NORTH 89°49'07" WEST, A DISTANCE OF 2633.99 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS: 115.67 ACRES ±.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45835
JERRY D.
HEATH JR.
Date Signed 3/12/24
ARIZONA U.S.A

| | |
|---|---|
| TITLE: | XB01 |
| DATE: | 3/12/24 |
| DESC: | SLID EXHIBIT |

HUNTER ENGINEERING
CIVIL AND SURVEY
10446 N. 74TH ST., SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986



PROJ. NO.
MERT041 XB01

# EXHIBIT "B"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
# ASSESSOR PARCEL NUMBERS

| ASSESSOR PARCEL NO. | OWNER |
|---|---|
| 401-07-012 | MP BUCKEYE LOGISTIC PARK QOZB LLC |
| | |
| 401-07-013 | MP BUCKEYE LOGISTIC PARK QOZB LLC |
| | |
| 401-07-014A | REHRIG PACIFIC COMPANY |
| 401-07-014B | ARIZONA PUBLIC SERVICE COMPANY AN ARIZONA CORPORATION |
| | |
| 401-07-014C | BLUE POLYMERS LLC |

## MONUMENTS:

(1) WEST QUARTER CORNER
SECTION 2,, T.1S., R.4W.
FOUND BRASS CAP FLUSH
STAMPED "TOWN OF BUCKEYE
W/SECTION LABELS, RLS 37174"
POINT OF BEGINNING

(2) NORTHWEST CORNER
OF SECTION 2, T.1S.,R.4W.
FOUND BRASS CAP IN
HANDHOLE STAMPED "M.C.H.D."

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
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JERRY D.
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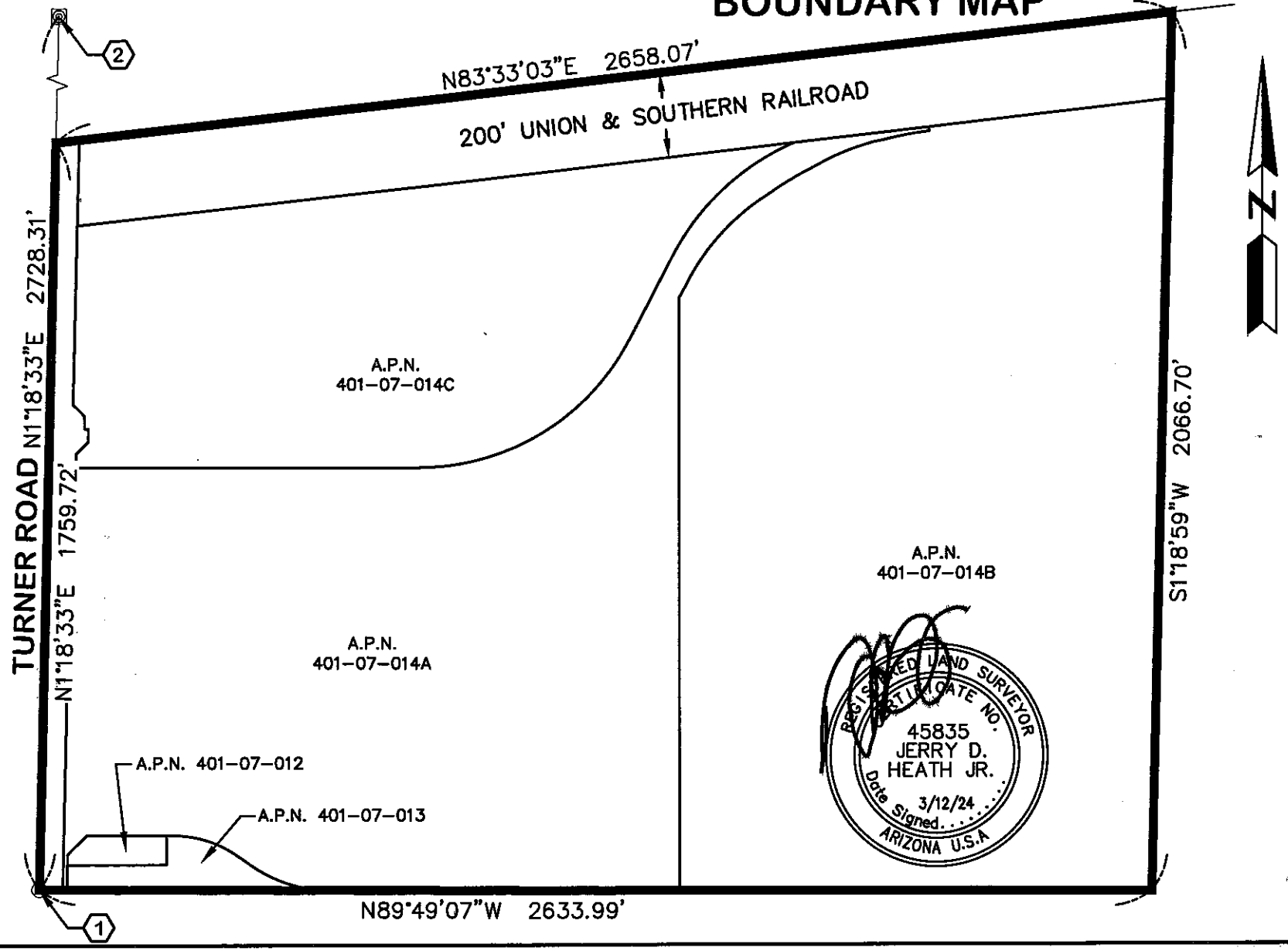
CIVIL AND SURVEY
SCALE: 1"=350'
DATE: 3/12/24
PROJ. NO.
MERT041 XB01

# EXHIBIT "C"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
## BOUNDARY MAP



**When Recorded, Return to:**

Lucinda J. Aja, City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

**RESOLUTION NO. 06-24**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, 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 THE RECORDING AND FILING OF THIS RESOLUTION.**

**WHEREAS**, on August 6, 2024, the Mayor and City Council of the City of Buckeye, Arizona (the "*City*") passed and adopted Resolution No. 05-24 (the "*Resolution of Intention*"), which Resolution of Intention declared the Mayor and Council's intention to form the City of Buckeye Street Lighting Improvement District No. SLID-2023-005 (the "*District*"), within the area known as Project Blue, solely for the purpose of purchasing energy for lighting of the public streets within and adjacent to the District; and

**WHEREAS**, a petition (the "*Petition*") for the formation of the District was presented to the Mayor and Council, which Petition purported to be signed by all of the non-public real property owners in the proposed District, exclusive of mortgagees and other lienholders; and

**WHEREAS**, the Mayor and Council found that the Petition was signed by all such owners and have verified such finding of such fact; and

**WHEREAS**, in the Petition the signer(s) waived all protests against the proposed Work (as defined in the Resolution of Intention), all objections to the extent of the District, all publication, posting and mailing of the Resolution of Intention, and the passage of time between adoption of the Resolution of Intention and this Resolution; and

**WHEREAS**, pursuant to A.R.S. §§ 48-616 and -617, the Mayor and Council hereby find and determine that they have jurisdiction to order the Work of purchasing energy for lighting of public streets and parks within the District and hereby order the formation of the District described in the Resolution of Intention;

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

Section 1. Ordering the Work and District Formation. All protests against the Work, or the formation of the District, and all objections to the extent of the District being waived by the owners of all non-public real property within the District, exclusive of mortgagees and lienholders,

pursuant to A.R.S. §§ 48-616 and -617, the Work, as described in the Resolution of Intention, is hereby ordered and the formation of the City of Buckeye Street Lighting Improvement District No. SLID-2023-005 is hereby ordered. The District shall encompass the property described on *Exhibits A*, *B*, and *C*, attached hereto and incorporated by reference herein. The Assessor's Parcel Number(s) shown on *Exhibit B* is for convenience only. If either *Exhibit A* or *Exhibit B* or both conflict with *Exhibit C*, *Exhibit C* shall govern and be determinative of a parcel's inclusion within, or exclusion from, the District, subject to the restrictions of Section 2 of this Resolution.

Section 2. Excluded Property. No publicly owned land or property owned by a homeowners' association will be liable to pay any portion of the District's costs and expenses. This exclusion shall apply to all public streets, avenues, alleys, or public easements within the District that may hereafter be dedicated to public use.

Section 3. Annual Tax or Annual Assessment. Subject to the restrictions of Section 2 of this Resolution, the City shall annually, commencing in tax year 2025 and for the City's 2025-2026 fiscal year, make annual statements and estimates of the expenses of the District and shall submit the same to the Board of Supervisors of Maricopa County for the levy and collection of ad valorem taxes upon the assessed value of all taxable property, real and personal, in the District or by equal apportionment of taxes based on the number and classification of properties within the District, and shall publish notice of the statements and estimates, hold hearings on them and adopt them at the times and in the manner provided for incorporated cities and cities' statements and estimates by applicable portions of Title 42, Chapter 17, Article 3, Arizona Revised Statutes, and shall annually set, fix and cause to be levied and assessed the amount to be raised by ad valorem taxes upon all of the taxable property of the District or by an equal annual charge and shall cause to be collected, as county taxes are collected, the amounts shown by the statements and estimates so adopted by the Mayor and Council. As provided in A.R.S. § 48-616, all statutes providing for the levy and collection of general county taxes, including collection of delinquent taxes and sale of property for nonpayment of taxes, are applicable to the District taxes as provided to be levied by this section.

Section 4. Recording and Filing. The City Clerk is ordered and directed to cause a certified copy of this Resolution to be recorded in the office of the Maricopa County Recorder. The City Clerk is further ordered and directed to file certified copies of this Resolution with the Arizona Department of Revenue (the "*Department*") and the Maricopa County Assessor, pursuant to A.R.S. § 42-17257, together with all other information prescribed by the Director of the Department relating to the boundaries of newly created taxing jurisdictions.

Section 5. Extension for Filing. If either the formation of the District occurs after November 1 of the year preceding the year in which initial taxes are to be levied, or this Resolution is not filed with both the Department and the Maricopa County Assessor prior to such deadline, the Mayor and Council hereby request, subject to the November 30 deadline for such request as provided in A.R.S. § 42-17257(B), that the Director of the Department extend the deadline prescribed by A.R.S. § 42-17257 to December 20, 2024.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Buckeye, Arizona on August 6, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Attachments

Exhibit A: Legal Description
Exhibit B: Assessor's Parcel Number and Owner's Name
Exhibit C: Boundary Map

CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 06-24 was duly passed by the Mayor and Council of the City of Buckeye, Arizona, at a regular meeting held on August 6, 2024, and the vote was _____ aye's, _____ nay's, _____ abstained and _____ were absent and that the Mayor and ___ Council Members were present thereat.

DATED: August 6, 2024.

Lucinda J. Aja, City Clerk

# EXHIBIT "A"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
# LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 4 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 2, MARKED BY A BRASS CAP FLUSH STAMPED "TOWN OF BUCKEYE W/SECTION LABLELS, RLS 37174", FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 2, MARKED A BRASS CAP IN HANDHOLE STAMPED "M.C.H.D." BEARS NORTH 01°18'33" EAST, A DISTANCE OF 2728.31 FEET;

THENCE NORTH 01°18'33" EAST, A DISTANCE OF 1759.72 FEET TO A POINT ON THE NORTH LINE OF THE 200.00 FOOT UNION AND SOUTHERN RAILROAD RIGHT OF WAY;

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THENCE NORTH 89°49'07" WEST, A DISTANCE OF 2633.99 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS: 115.67 ACRES ±.




| | |
|---|---|
| TITLE: | XB01 |
| DATE: | 3/12/24 |
| DESC: | SLID EXHIBIT |


HUNTER ENGINEERING
CIVIL AND SURVEY
10446 N. 74TH ST., SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986




PROJ. NO.
MERT041 XB01

# EXHIBIT "B"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
# ASSESSOR PARCEL NUMBERS

| ASSESSOR PARCEL NO. | OWNER |
|---|---|
| 401-07-012 | MP BUCKEYE LOGISTIC PARK QOZB LLC |
| | |
| 401-07-013 | MP BUCKEYE LOGISTIC PARK QOZB LLC |
| | |
| 401-07-014A | REHRIG PACIFIC COMPANY |
| 401-07-014B | ARIZONA PUBLIC SERVICE COMPANY AN ARIZONA CORPORATION |
| | |
| 401-07-014C | BLUE POLYMERS LLC |

## MONUMENTS:

(1) WEST QUARTER CORNER
SECTION 2, T.1S., R.4W.
FOUND BRASS CAP FLUSH
STAMPED "TOWN OF BUCKEYE
W/SECTION LABELS, RLS 37174"
POINT OF BEGINNING

(2) NORTHWEST CORNER
OF SECTION 2, T.1S.,R.4W.
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**HUNTER**
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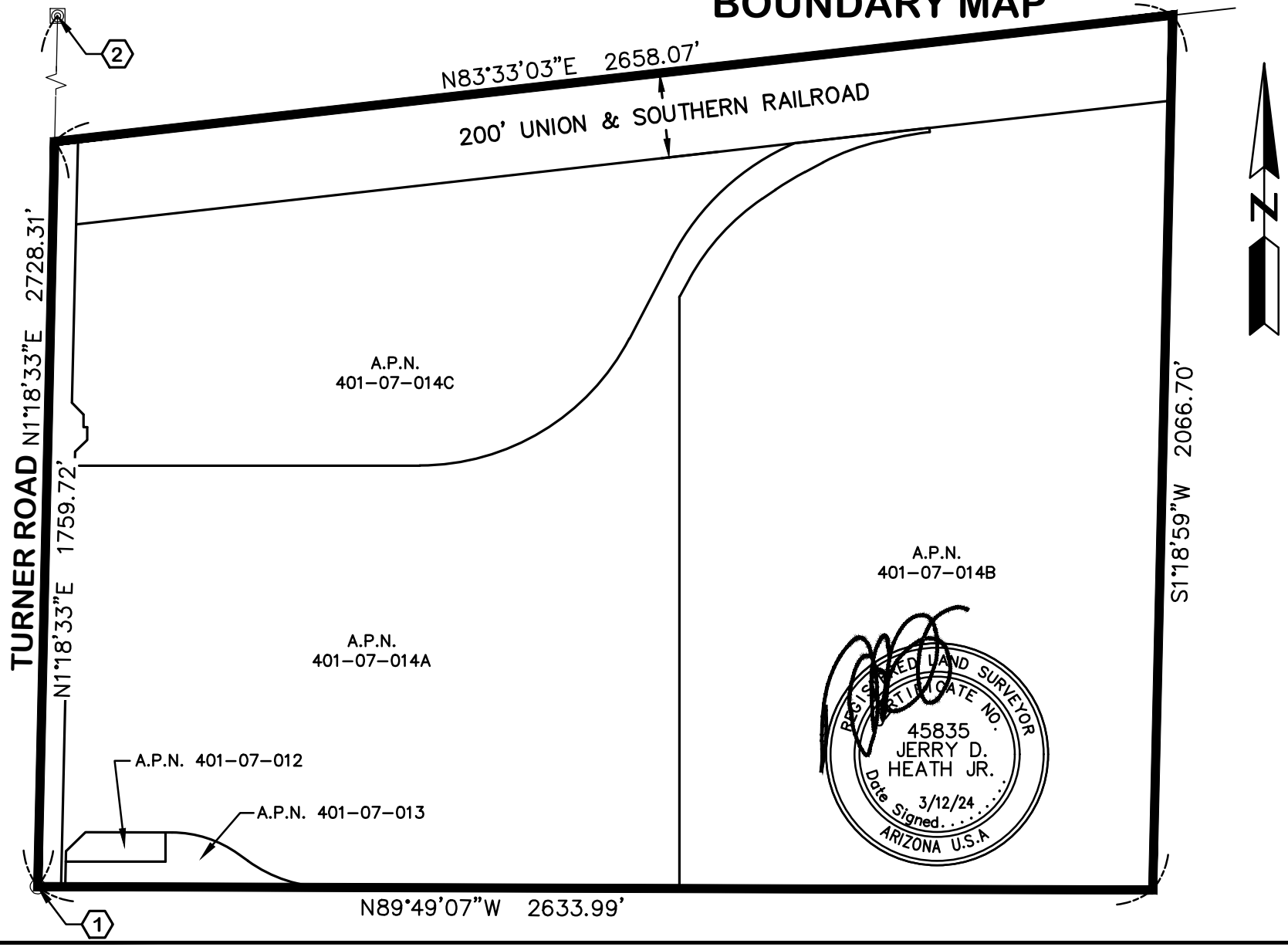
PAGE 3 OF 3
CIVIL AND SURVEY
SCALE: 1"=350'
DATE: 3/12/24
PROJ. NO.
MERT041 XB01

# EXHIBIT "C"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
## BOUNDARY MAP



# EXHIBIT "A"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
# LEGAL DESCRIPTION

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45835
JERRY D.
HEATH JR.
Date Signed 3/12/24
ARIZONA U.S.A

| | |
|---|---|
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PROJ. NO.
MERT041 XB01

# EXHIBIT "B"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
# ASSESSOR PARCEL NUMBERS

| ASSESSOR PARCEL NO. | OWNER |
|---|---|
| 401-07-012 | MP BUCKEYE LOGISTIC PARK QOZB LLC |
| | |
| 401-07-013 | MP BUCKEYE LOGISTIC PARK QOZB LLC |
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| 401-07-014A | REHRIG PACIFIC COMPANY |
| 401-07-014B | ARIZONA PUBLIC SERVICE COMPANY AN ARIZONA CORPORATION |
| | |
| 401-07-014C | BLUE POLYMERS LLC |

## MONUMENTS:

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SECTION 2, T.1S., R.4W.
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PAGE 3 OF 3
CIVIL AND SURVEY
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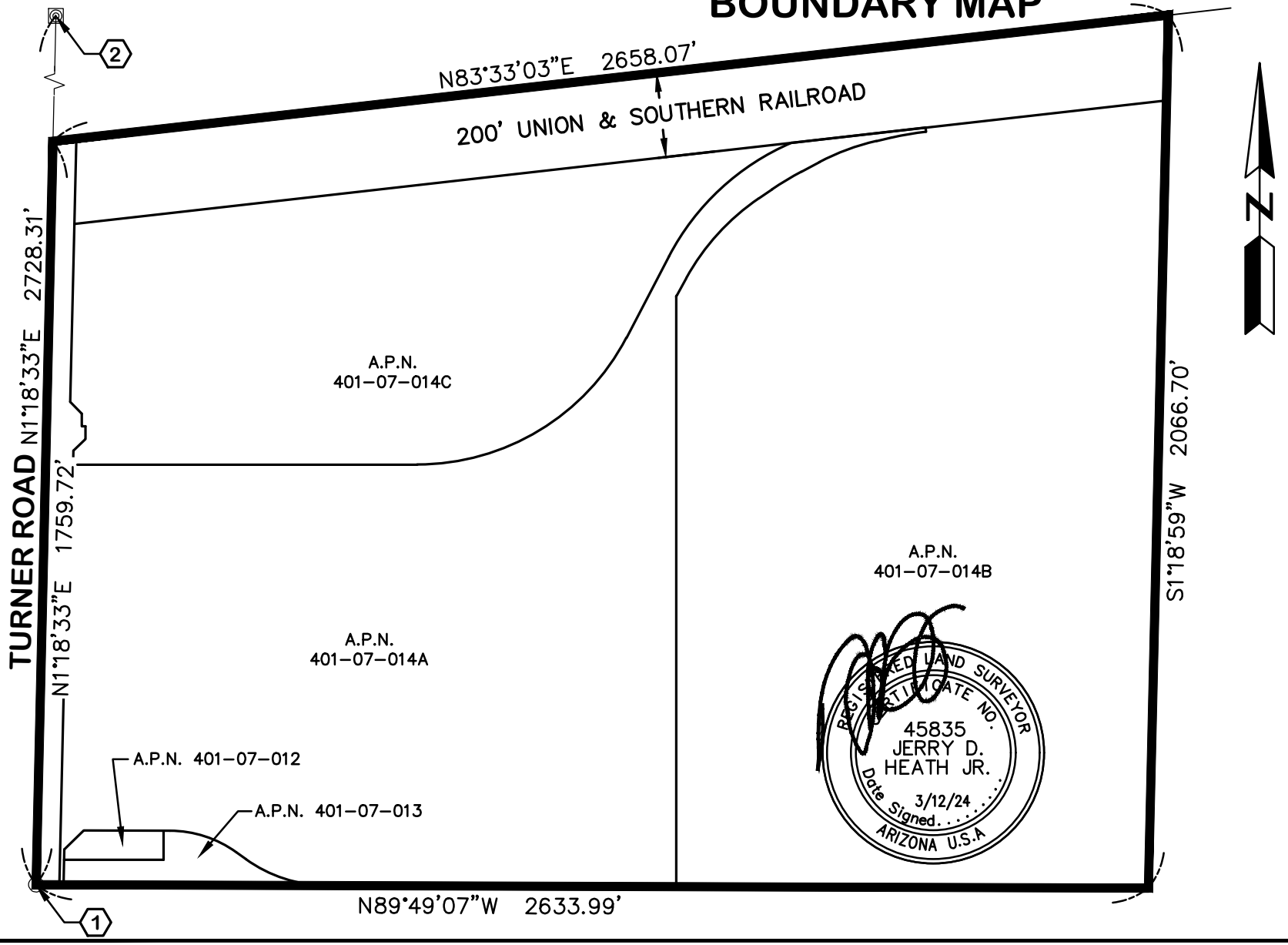
# EXHIBIT "C"
# CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. SLID-2023-005
## BOUNDARY MAP



**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.E. DS - Public Infrastructure Assurance Agreement for Pulte Homes- Standard Form |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** |
| **STAFF LIAISON:** Ron Moll, City Engineer, rmoll@buckeyeaz.gov, (623) 986-8442 | |
| **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**

The City of Buckeye currently utilizes a Residential and Commercial Project Public Infrastructure Assurance Agreement (PIAA) that provides financial assurance via approved forms of security. As part of Pulte Home Company, LLC ("Pulte") developments throughout the City of Buckeye, Pulte is requesting a list of claims to be excluded from the City's standard PIAA template, Section 7.14 Waiver of Claims. The list of excluded claims will be added to Exhibit G of the template and will create a new PIAA template for use on all Pulte's developments which will be used by staff to efficiently process PIAA's for Pulte developments. The exhibit has been utilized in the past. Council approval is requested as to the form and substance, and the 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. Approval of this PIAA template will eliminate the need to come forward to Council for approval each time, thus saving time.

**BENEFITS:**
Approval of this template for use by Pulte Home Company, LLC eliminates the need for each PIAA to come before Council for approval, thus saving time and moving civil permits / construction along more expeditiously.

**FUTURE ACTION:**

The standard template will be used to obtain financial assurances from Pulte Home Company, LLC.

**FINANCIAL IMPACT STATEMENT:**
This has no financial impact to the City.

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
Public Infrastructure Assurance Agreement (PIAA) - (Pulte) 5-17-24.docx

**CITY OF BUCKEYE, ARIZONA**
**RESIDENTIAL AND COMMERCIAL PROJECT**
**PUBLIC INFRASTRUCTURE ASSURANCE AGREEMENT**

**THIS AGREEMENT** ("***Agreement***") is made and entered into as of the_____day of_____,_____, by and between the CITY OF BUCKEYE**,** an Arizona municipal corporation (the "***City***") and_____, a(n) _____ ("***Owner***").

(For City Use Only)

(For City Use Only)

**WHEREAS,** Owner is the owner of a certain proposed project called _____, located in the City of Buckeye, Maricopa County, Arizona (the "***Project***") legally described on Exhibit A attached hereto; and

**WHEREAS,** the City seeks to protect the health, safety, and general welfare of the community by requiring the completion of various public improvements, as described below, in connection with the development of the Project and to limit the harmful effects of substandard subdivisions or commercial projects, including incomplete construction of required public improvements that leaves the property undeveloped and unproductive, and to ensure the completion of public improvements regardless of whether Owner improves or sells any lots within the Project; and

**WHEREAS,** the benefits of this Agreement inure solely to the City and Owner, not to any third parties such as lot purchasers, homebuyers, subcontractors, materialmen, laborers, and suppliers.

**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 is hereby acknowledged, the City and Owner hereby agree as follows:

## ARTICLE I. OBLIGATION TO COMPLETE PUBLIC IMPROVEMENTS

### 1.01. Improvements

(a) This Agreement calls for the completion by Owner of on-site and/or off-site public improvements (the "***Improvements***"). The Improvements and the estimated cost necessary to complete the Improvements are set forth on Exhibit B attached hereto and made a part hereof. The cost estimate necessary to complete the Improvements shall include a reasonable contingency in an amount of not less than ten percent (10%) and shall be approved by the City Engineer.

(b) In cases where the City has approved the Project for development in phases, the Owner may complete the Improvements in corresponding phases provided that the completion of

the phased Improvements does not materially adversely affect (i) properties in a completed phase or the community at large or (ii) the City's ability to provide municipal services to properties in a completed phase or the community at large. In such cases, Owner shall execute a separate Residential and Commercial Project Public Infrastructure Assurance Agreement for each approved phase.

**1.02. Duty to Construct**

Owner shall construct or cause to be constructed at Owner's sole cost and expense the Improvements in accordance with the plans and specifications approved by the City and listed on Exhibit C attached hereto (the "***Engineering Plans***"). Owner shall commence construction of the Improvements no later than_____, _____, (the "***Commencement Date***") and shall complete the construction of the Improvements and obtain written acceptance of all Improvements by the City on or before_____, ____, (the "***Completion Date***"), even if Owner does not begin construction of any private improvements within the subdivision or commercial project or sell any of the lots or parcels within the subdivision or commercial project. The Completion Date shall be not later than two (2) years after the Commencement Date. The failure by the Owner to either commence construction of the Improvements by the Commencement Date or to complete construction of the Improvements by the Completion Date shall constitute a default under Section 5.01 of this Agreement entitling the City to enforce its remedies under Section 5.02 of this Agreement. In the event of construction delay(s) due to circumstances beyond the control of Owner, Owner may apply to the City for an extension(s) of the Completion Date. If the City determines within its reasonable discretion that an extension(s) of the completion date is warranted due to such circumstances, it may grant not more than two extensions for a period of not more than 90 days each.

**1.03 Standards.**

Owner shall construct the Improvements according to and in full compliance with the Engineering Plans and City's standards and specifications (the "***City's Standards***"), if any, in effect when the Improvements are constructed or installed. The City's Standards are or will be on file with the City. In addition, Owner shall comply with all applicable laws, regulations, ordinances, and resolutions in effect at the time the Improvements are installed.

## ARTICLE II. WARRANTIES

**2.01. Warranty Against Defects**

Owner expressly warrants that the Improvements shall be constructed in substantial compliance with the Engineering Plans and the City's Standards and free from all defects, liens, and other encumbrances. Owner shall indemnify the City from all expenses and liability incurred by the City as a direct and proximate cause of such defects. Unless provided otherwise in a written agreement between the City and Owner, this warranty and indemnity shall extend for a period of two (2) years after the acceptance of the dedication of the Improvements, or if such Improvements are accepted separately, two (2) years after acceptance of the dedication of the last completed Improvement within the Project or applicable Phase.

**2.02. Remedy of Defects**

Owner shall remedy and repair all defects within thirty (30) days of written notice to Owner from the City that the defect exists. If the defect is of the type that will require additional time in which to remedy, Owner shall specify in writing to the City within said thirty (30) day period the particular reasons why such repairs cannot be completed in said thirty (30) day period. If, in the City's reasonable opinion, such reasons for delay are justified, the City may grant Owner additional time. However, in such event, Owner must have commenced the repair work within said thirty (30) day period and continue diligently to complete the repair work. If the City grants additional time, such extension shall be in writing and shall be for a specified period of time that shall be reasonable considering all circumstances.

**2.03. Failure of Owner**

If Owner fails to meet any of its obligations under this Agreement with respect to the completion or warranty of the Improvements, it shall be considered in default and the City, at its option, may do any or all of the following:

(a) Contract with another party for the completion or repair of the Improvements;

(b) Complete the Improvements or repair the Improvements with its own crews;

(c) Require that the Surety (as defined below) complete or repair the Improvements; or

(d) Utilize the security provided by the Owner (as defined below) to complete or repair the Improvements.

Additionally, Owner shall be liable to the City for reimbursement of all costs, fees and expenses, including reasonable attorneys' fees, incurred by the City as a result of the Owner's or Surety's failure to complete or repair the Improvements.

If the Surety fails to complete the Improvements or remedy the defect within thirty (30) days written notice from the City, then the City will be entitled to complete or repair the Improvements in accordance with Subsections (a) and (b) above and in such event the Surety and Owner shall be jointly and severally liable to the City for the costs, fees and expenses, including reasonable attorneys' fees, to complete the Improvements or repair such defects as set forth in Section 5.03 below.

## ARTICLE III. SECURITY

### 3.01. Forms of Security

(a) In order to guarantee completion of the Improvements and the faithful performance of this Agreement, Owner shall, prior to recordation of the final plat, provide to the City an executed copy of this Agreement and one or more of the following financial guarantees in the amount of one hundred percent (100%) of the engineer's estimated cost necessary to complete the Improvements as set forth in Exhibit B and approved by the City Engineer, insuring the completion of the Improvements:

1. Performance bond;

2. Irrevocable letter of credit;

3. Cash deposit with the City to be deposited into an account determined by the City; or

4. Other financial guarantees approved by the City Attorney and accepted by the City Council.

(b) In the case where a Performance Bond is the security, such bond shall be in form and substance required by Title 34 of the Arizona Revised Statutes and, to the extent not in conflict with Title 34, in substantially the form attached hereto as Exhibit D and incorporated herein by reference (the "***Performance Bond***"), unless changes are approved in writing by the City Attorney. The Performance Bond shall be signed by a corporate surety or sureties authorized to do business in the State of Arizona (each, a "***Surety***"), and shall be signed by the Owner as principal. The City shall be named as an obligee in the Performance Bond. A power of attorney shall be attached to the Performance Bond evidencing that the agent signing the Performance Bond has authority to sign the Performance Bond on behalf of the Surety. The Performance Bond shall additionally insure that the Improvements shall be free of defects for the period of warranty set forth in Article II of this Agreement, unless a Maintenance Bond is provided pursuant to Section 3.02 below.

(c) In the case where an irrevocable letter of credit is the security, such irrevocable letter of credit shall be in substantially the form attached hereto as Exhibit E and incorporated herein by reference (the "***Letter of Credit***"), unless changes are approved in writing by the City Attorney. The Letter of Credit shall additionally insure that the Improvements shall be free of defects for the period of warranty set forth in Article II of this Agreement, unless a Maintenance Bond is provided pursuant to Section 3.02 below.

(d) In the case of a cash deposit by Owner with the City, the City will retain any interest earned on the cash deposit and will not pay interest to Owner. The City retains the right to determine, in its sole and absolute discretion, whether or how to invest the cash deposit.

### 3.02. Duration of and Reductions of the Security

(a) The security shall be for a period commencing upon the date of this Agreement and terminating no earlier than that date that is sixty (60) days after acceptance of the last completed Improvement within the Project or applicable Phase, subject to reduction as set forth below; provided, however, that if Owner fails to provide a Maintenance Bond as set forth below, the security shall not terminate until that date that is two (2) years after acceptance of all of the Improvements.

(b) From time to time as portions of the Improvements are completed in accordance with the City's Standards and the Engineering Plans, Owner may make application to the City Engineer or his/her designee to reduce the amount of the security by an amount up to eighty percent (80%) of the estimated cost of the Improvements as shown on Exhibit B. If the City Engineer or his/her designee is satisfied that such portion of the completed Improvements has been substantially completed in accordance with the City's Standards and the Engineering Plans, he/she may (but is not required to) cause the amount of the security to be reduced by such amount that he/she in his/her reasonable discretion deems is appropriate so that the remaining amount of the security adequately ensures the completion of the remaining Improvements and adequately ensures that such improvements are free from defects for the warranty period if no Maintenance Bond is provided to the City as set forth below. The decision of the City Engineer or his/her designee to reduce the amount of the security shall in no way be construed as an acceptance by the City of the completed Improvements.

(c) After final acceptance of all of the Improvements by the City, Owner shall deliver to the City a maintenance bond from Owner in the amount of ten percent (10%) of the original bonded amount (the "***Maintenance Bond***"). Such Maintenance Bond shall be substantially in the same form and substance as the form attached hereto as Exhibit F, which is made a part hereof by reference, unless changes are approved in writing by the City Attorney or his/her designee. The Maintenance Bond shall be for a period of two (2) years after acceptance of all of the Improvements as security to ensure against defects during the warranty period specified in Article II of this Agreement. Upon receipt of the Maintenance Bond, the City shall release the security. In the event Owner fails to provide a Maintenance Bond to the City, the security shall remain in full force and effect for the two (2) year warranty period in a penal amount equal to twenty percent (20%) of the total cost of the Improvements as set forth on Exhibit B.

## ARTICLE IV. DEDICATION AND ACCEPTANCE

### 4.01. City Inspection.

Upon completion by Owner of any Improvements, or any portion thereof, Owner shall promptly dedicate and convey to the City, at no cost to the City, such Improvements lien and debt free. The dedication of the Improvements shall not constitute acceptance by the City of the Improvements. Owner shall notify the City Engineer or designee in writing of the presumptive completion of such Improvements. Owner shall give the City Engineer or designee written notice ("***Notice to Confirm***") promptly following completion of the Improvements or any portion thereof so long as any portion of completed Improvements is a discrete portion relating to a completed Phase and its suitability for its purpose can be adequately determined. Within 30 business days after its receipt of the Notice, the City Engineer or designee shall inspect the Improvements identified therein as to whether they have been constructed in accordance with the City's Standards

and the Engineering Plans as verified by the inspection of the completed Improvements by the City Engineer or designee. Upon completion of the inspection, the City Engineer or designee shall deliver written notice to Owner within 30 business days of the inspection either (1) approving construction and agreeing to accept conveyance of such Improvements, or portion thereof ("***Acceptance Letter***"); or (2) identifying, through a punch list, all specific items that are not in accordance with the City's Standards and the Engineering Plans and that are to be corrected by Owner. Owner shall make all such corrections within the time period determined by the City Engineer or designee. So long as such Improvements is constructed in accordance with the City's Standards and the Engineering Plans as evidenced by an Acceptance Letter issued by the City Engineer, the City will accept the Improvements through an Acceptance and Service Agreement, unless such Improvements are to be owned or accepted by some other governmental entity. Acceptance of any Improvements is expressly conditioned upon Owner providing the warranties for such Improvements, as provided in Article II of this Agreement. Subject to the provisions of Article III of this Agreement or the terms of any applicable service agreement, after acceptance of any Improvements, the City thereafter shall maintain, repair and operate such Improvements at its own cost.

### 4.02. Public Improvements to be Constructed on Public Property; Good Title

Improvements that are public shall be constructed wholly within property dedicated to the public in fee simple absolute or within public easements. All dedications shall be completed prior to final acceptance by the City. At the option of the City, the City may require that Owner convey by warranty deed, free and clear of all liens and encumbrances, fee simple title to the City of all or part of the real property upon which the Improvements are located. In addition, the City may require, at its option that Owner provide at Owner's cost an environmental report and a title report pertaining to any property to be dedicated. In addition, Owner, at its cost, shall provide the City with title insurance in an amount equal to the cost of the Improvements, or such other evidence of title acceptable to the City Attorney or his/her designee, indicating that the City will be receiving good and indefeasible fee simple title free and clear of all liens, encumbrances, and restrictions.

## ARTICLE V. DEFAULT AND REMEDIES

### 5.01. Events of Default.

The following shall be considered as events of default:

(a) Owner has failed to commence construction of the Improvements by the date specified in Section 1.02 of this Agreement, subject to Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean any event beyond the control of Owner, its contractors, or any entity controlled by Owner that delays the performance of any obligation under the Agreement despite Owner's commercially reasonable efforts to fulfill the obligation.

(b) Owner has failed to substantially complete construction of the Improvements in accordance with the City's Standards and the Engineering Plans by the Completion Date specified in Section 1.02 of this Agreement, as may be extended.

(c) Owner has failed to perform work on the Improvements for thirty (30) consecutive days, unless due to causes of Force Majeure.

(d) Owner has been declared insolvent.

(e) The filing of a voluntary or involuntary petition in bankruptcy by or against Owner.

(f) The commencement of a foreclosure proceeding of a lien against the Property, or its conveyance in lieu of foreclosure.

(g) Owner's failure to cure a defect within the cure period provided in Section 2.02 of this Agreement.

(h) Owner's failure to provide the City with the security required by Article III of this Agreement.

(i) The failure of the contractor and any subcontractor who actually performs construction work on the Improvements to maintain insurance as required by Section 6.02 of this Agreement.

(j) The failure of Owner to substantially comply with any other covenant or promise contained in this Agreement.

**5.02. Specific Remedies.**

(a) In the event of default by Owner, after notice and applicable time period, the City shall be entitled to utilize the security provided by the Owner to complete or repair the Improvements and/or require that the Surety remedy the default pursuant to the security. Notwithstanding the foregoing, in the event of default, the damages that the City is entitled to recover from Owner shall not be limited to the amount of the security, but shall be based upon the actual costs, fees and expenses incurred by the City in enforcing this Agreement, completing the Improvements or to cure defects within the warranty period.

(b) In the event the City files an action to enforce the terms of this Agreement, including without limitation, a court action or claim in bankruptcy court, the City will be entitled to its actual court costs and reasonable attorneys' fees.

**5.03. Notice to Performance Bond or Maintenance Bond Surety.**

In the case where a Performance Bond or Maintenance Bond is the security, the City shall give the Surety thirty (30) days written notice to commence work to complete or repair the Improvements, and thereafter complete or repair such Improvements within a reasonable time. If the Surety has not commenced work within said thirty (30) day period, the City shall be entitled to complete the work or repair the defect by contracting with another party or by its own forces in compliance with Section 2.03 of this Agreement. In such event, the City shall be entitled to reimbursement from Owner and the Surety, jointly and severally, for the actual costs of completion or repair.

**5.04. Remedies Cumulative**

The remedies of the City provided in this Agreement shall be construed to be cumulative and nonexclusive. The City shall also be entitled to exercise all other rights and remedies that are available at law and in equity. Specifically, the right to require the Surety to complete the work or repair the defect are in addition to and not in lieu of the City's other rights and remedies.

## ARTICLE VI. INDEMNIFICATION AND INSURANCE

**6.01. Indemnity**

Owner and its insurers shall indemnify, defend, and hold harmless the City, its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries, including death or damages received or sustained by any person or property on account of or arising out of the construction of the Improvements or defects and existing within the warranty period; or on account of or arising out of the operations of Owner, its contractor, agents or employees or the contractor's subcontractors, agents or employees in connection with the construction of the Improvements and existing within the warranty period; or on account of any negligent act or omission of Owner, its contractor, agents or employees or the contractor's subcontractors, agents or employees relating to the construction of the Improvements or defects thereto and existing within the warranty period or their failure to pay any costs, fee and expenses incurred in connection with the construction of the Improvements; or on account of any failure to provide the necessary barricades, warning lights or signs during the construction of the Improvements; and shall be required to pay any judgment with costs, which may be obtained against the City, its officers, agents or employees growing out of such injury, including death or damages.

**6.02. Insurance**

All contractors or subcontractors performing any portion of the work to construct or complete the Improvements must provide the following insurance policies, which policies shall endorse the City as an additional insured and shall not be reduced, otherwise modified, or terminated without thirty (30) days prior written notice to the City:

(a) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

| | |
|---|---|
| General Aggregate | $2,000,000 |
| Products – Completed Operations | $1,000,000 |
| Personal and Advertising Injury | $1,000,000 |
| Each Occurrence | $1,000,000 |

(b) Automobile Liability - Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

| | |
|---|---|
| Combined Single Limit (CSL) | $1,000,000 |

(c) Worker's Compensation and Employers' Liability
Policy shall contain a waiver of subrogation against the City of Buckeye.

| | |
|---|---|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | $1,000,000 |
| Disease - Each Employee | $1,000,000 |
| Disease – Policy Limit | $1,000,000 |

All policies shall be procured and maintained until all obligations under this Agreement have been discharged, including any warranty periods. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

## ARTICLE VII. MISCELLANEOUS

### 7.01. Assignment

This Agreement may not be assigned without the express written consent of the City. However, the City shall consent to such an assignment if all of the following conditions are satisfied:

(a) Owner is not in default;

(b) The assignment is to a new owner and Owner of the Project or applicable Phase. In the event of an assignment of a Phase of the Project, Owner and the new owner have submitted to the City and the City has approved, in its reasonable discretion, a written plan providing for the allocation of obligations and responsibilities under this Agreement between Owner and the new owner such that the City's rights and interests under this Agreement are not adversely affected;

(c) Owner provides the City with written evidence satisfactory to the City Attorney that the new owner is the record owner of the Property;

(d) Owner delivers to the City an original counterpart of the assignment fully executed by Owner and new owner. Under the assignment, the new owner shall assume and agree to perform all obligations of Owner under this Agreement; and

(e) The new owner delivers to the City the security required by this Agreement.

Upon the City's consent to such an assignment, Owner shall be released from its obligations under this Agreement with respect to the Project or Phase, as applicable. The City Manager is authorized to approve assignments on behalf of the City.

**7.02. Entire Agreement**

This Agreement contains the entire agreement between the City and Owner, and cannot be varied except by written agreement executed by the parties hereto.

**7.03. Time is of the Essence**

Time is of the essence of this Agreement.

**7.04. Notice**

Any notice to be given or to be served upon a party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, return receipt requested, or by recognized overnight courier. Such notice shall be deemed effective upon receipt or refusal of said certified or registered letter or overnight courier package, containing such notice, properly addressed with postage prepaid. Such notice shall be given to the parties hereto at the address set forth under their respective signatures below. In case of the Surety, notice shall be given to the Surety at the address set forth in the Bonds. Any party hereto, including the Surety on the Bonds, may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

**7.05. Nonwaiver**

No waiver of the City's rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the City. No delay or omission in the exercise of any right or remedy accruing to the City upon a breach of this Agreement by Owner or its Sureties will impair its right or remedy or be construed as a waiver for any such breach theretofore or thereafter occurring. The waiver by the City of any breach of any term, covenant or conditions shall not be deemed to be a waiver of any other or subsequent breach of this same or any other term, covenant or condition herein contained.

### 7.06. No Vested Rights

Nothing in this Agreement shall be implied to vest any rights in Owner except as are provided by statute, ordinance, or as expressly provided in this Agreement.

### 7.07. Recitals and Headings

Recitals contained at the beginning of this Agreement shall be construed as a part of this Agreement. However, headings used throughout this Agreement have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Agreement.

### 7.08. Successors and Assigns, Covenants with the Land, and Subordination by Lienholders

This Agreement shall be binding upon the successors and assigns of Owner and shall be covenants running with the land and be binding upon all future owners of the Property. This Agreement or a memorandum thereof, may be recorded in the Official Records of Maricopa County. All existing lienholders shall be required to subordinate their liens to the covenants contained in this Agreement.

### 7.09. Venue

This Agreement shall be construed under and in accordance with the laws of the State of Arizona and is fully performable in Maricopa County, Arizona. Exclusive venue shall be in Maricopa County, Arizona. The provisions of A.R.S. Section 38-511 are incorporated herein.

### 7.10. Severability

In case any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

### 7.11. No Waiver of Governmental Immunity

Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign or governmental immunity.

### 7.12. Owner's Authority

Owner represents and warrants to the City that it has full power and authority to enter into and fulfill the obligations of this Agreement.

### 7.13 Counterparts

This Agreement, which may be executed in counterpart, shall constitute the entire agreement between the parties regarding the subject of this Agreement.

### 7.14 Waiver of Claims

Excluding the claims set forth on Exhibit G attached hereto, Owner knowingly and voluntarily forever releases and discharges the City and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys, and representatives from (i) all rights, legal and equitable claims, causes of action, debts, accounts, and damages, known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that Owner has against the City in connection with the Project, and arising from actions, omissions, delays or other events that occurred prior to the date of execution by Owner of this Agreement, and (ii) all rights, legal and equitable claims, causes of action, debts, accounts, and damages, known after due inquiry, asserted or unasserted, and of every nature and extent whatsoever, that Owner has against the City, and arising from actions, omissions, delays or other events that occurred prior to the date of execution by Owner of this Agreement; provided, however, none of the releases and discharges above is intended to, and does not negate or otherwise relieve the City of any executory contractual obligations under existing contracts. Owner, on behalf of itself and all other parties having an interest in the Land, intends to encumber the Land with the following agreements and waivers. Owner agrees and consents to all theconditions imposed by this Agreement, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Land the owner of the Land may have now or in the future under the provisions of A.R.S. Sections 12- 1134 through and including 12-1136 resulting from this Agreement, or from any "land use law" (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by this Agreement to be enacted, adopted or applied by the City now or hereafter. Owner acknowledges and agrees the terms and conditions set forth in this Agreement cause an increase in the fair market value of the Land and such increase exceeds any possible reduction in the fair market value of the Land caused by any future land use laws, rules, ordinances, resolutions or actions expressly permitted or contemplated by this Agreement and adopted or applied by the City to the Land.

(Signatures on Following Pages)

**EXECUTED** as of the date first above written.

**CITY OF BUCKEYE, ARIZONA,** an Arizona municipal corporation

By: _____

Name: Ron Moll, P.E.

Title: City Engineer

Address: 530 East Monroe Avenue
Buckeye, AZ 85326

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

**ACKNOWLEDGEMENT**

STATE OF ARIZONA
COUNTY OF MARICOPA

On this_____day of_____, 20___, before me personally appeared Ron Moll, the City Engineer for the City of Buckeye, Arizona, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Residential and Commercial Project Financial Assurance Agreement on behalf of the City.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

**OWNER:**

_____, a(n)

_____

By: _____

Name: _____

Title: _____

Address: _____

_____

**ACKNOWLEDGEMENT**

STATE OF ARIZONA
COUNTY OF MARICOPA

On this_____day of_____, 20___, before me personally appeared

_____, the_____of_____, an Arizona_____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the Residential and Commercial Project Financial Assurance Agreement on behalf of_____.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

**EXHIBIT A**

**LEGAL DESCRIPTION**

**See following page(s)**

**EXHIBIT B**

**APPROVED ESTIMATED COSTS OF IMPROVEMENTS**

**See following page(s)**

**EXHIBIT C**

**LIST OF PLANS AND SPECIFICATIONS**

**See following page(s)**

**EXHIBIT D**

**PERFORMANCE BOND**

STATE OF ARIZONA )
COUNTY OF MARICOPA )

Bond No:

**KNOW ALL MEN BY THESE PRESENTS:**

That_____whose address is_____(hereinafter called "Principal"), and_____, a corporation organized and existing under the laws of the State of_____, and fully licensed to transact business in the State of Arizona (hereinafter called "Surety"), as Surety, are held and firmly bound unto the **CITY OF BUCKEYE**, a municipal corporation organized and existing under the laws of the State of Arizona, hereinafter called "Obligee", in the penal sum of _____ **DOLLARS** ($_____) in lawful money of the United States, to be paid in Maricopa County, Arizona, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement that reduces the Contract price decrease the penal sum of this Bond; and

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Residential and Commercial Project Financial Assurance Agreement (the "Agreement") with the Obligee dated the ____day of_____, 20__, which is made a part hereof by reference for the development known as_____ _____; said Agreement calling for the completion of certain public improvements among other things, and which public improvements are listed on Exhibit A attached hereto and incorporated herein by reference.

**NOW, THEREFORE,** if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Agreement in accordance with the Engineering Plans and the Obligee's Standards, and during the original term thereof and any extension thereof which may be granted by Obligee, with or without notice to the Surety, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall fully indemnify and save harmless the Obligee from all costs and damages which Obligee may suffer by reason of failure to so perform herein and shall fully reimburse and repay Obligee all outlay and expense which the Obligee may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

SAMPLE

**PROVIDED FURTHER,** that this Bond is given pursuant to the provisions of applicable statutes of the State of Arizona, and if any legal action be filed on this Bond, exclusive Venue shall lie in Maricopa County, Arizona.

**AND PROVIDED FURTHER,** that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work or to the specifications.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Maricopa County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this____day of _____, 20___.

| | |
|---|---|
| _____ | _____ |
| Principal | Surety |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Address: _____ | Address: _____ |
| ATTEST: | ATTEST: |

The name and address of the Resident Agent of Surety for delivery of notice and service of process is:

Name: _____

Address: _____

_____

_____

SAMPLE

**EXHIBIT E**

**LETTER OF CREDIT**

[FINANCIAL INSTITUTION LETTERHEAD]

Dated_____, 20___

City of Buckeye
530 East Monroe
Buckeye, AZ 85326

Re: Irrevocable Letter of Credit No._____Term: _____
Project Name: _____
Developer Name: _____
Developer Address:_____
_____

Dear Sir or Madam:

We hereby establish our Irrevocable Letter of Credit ("Letter of Credit") in your favor in the amount of_____($ _____). The purpose of this Letter of Credit is to secure performance of a Residential and Commercial Project Financial Assurance Agreement dated_____,_, 20_, between the City of Buckeye and _____ for the development known as _____. We expressly acknowledge that the City of Buckeye is authorizing _____ to proceed with the development of _____ only upon the guarantee of the irrevocable nature of this Letter of Credit as a condition precedent to such authorization.

You are hereby authorized to draw on sight on_____, by drafts, up to the aggregate amount of _____ ($_____). Payment under this Letter of Credit shall be made within five (5) business days of the City's presentation of such drafts. In the event we fail to make timely payment as provided herein, we shall reimburse the City of Buckeye all costs and expenses including, but not limited to, reasonable attorney fees and court costs incurred in collecting payment hereunder.

The sole condition for payment of any draft drawn against this Letter of Credit is that the draft be accompanied by a letter, on City of Buckeye letterhead, signed by the City Engineer or the City Manager, to the effect that either (i)_____is in default of its obligations under the Residential and Commercial Project Financial

SAMPLE

Assurance Agreement or (ii) the City of Buckeye has received notice from _____ of its election not to extend this Letter of Credit No._____and the City of Buckeye has not received a replacement Letter of Credit or any other financial assurance from _____ satisfactory to the City of Buckeye, in its sole and absolute discretion, at least (60) days prior to the present or any future expiration date of this Letter of Credit No._____. 1

The City of Buckeye shall have the additional right to reimburse itself from the proceeds of this Letter of Credit for engineering, legal fees, City staff time and other consultant fees and other costs incurred in completing the public improvements required under the Residential and Commercial Project Financial Assurance Agreement.

It is a condition of this Letter of Credit that it shall be automatically extended without amendment for an additional period of one year from the present or any future expiration date hereof, but in no case is the expiration date to exceed_____unless (i) at least **ninety (90) days** prior to any such date we shall notify you by registered mail or hand delivered notification at the above address that we elect not to consider this Letter of Credit renewed for any such additional period, or (ii)_____ provides a Maintenance Bond to the City of Buckeye pursuant to the Residential and Commercial Project Financial Assurance Agreement and the City of Buckeye has provided written notice to us on or before_____, 20___, that _____ has provided such Maintenance Bond.

This Letter of Credit shall be governed by and construed in accordance with the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 ("Standby Practices"). This Letter of Credit shall be deemed a contract made under the laws of the State of Arizona and shall, as to matters not governed by the Standby Practices, be governed by and construed in accordance with such laws. Venue with respect to any action brought under this Letter of Credit shall be in the Arizona Superior Court, Maricopa County.

By:_____ [Affix Corporate Seal]

Name:_____

Title:_____

SAMPLE

**EXHIBIT F**

**MAINTENANCE BOND**

STATE OF ARIZONA )
COUNTY OF MARICOPA )

**KNOW ALL MEN BY THESE PRESENTS:**

Bond No: _____

That _____
whose address is _____
(hereinafter called "Principal"), and _____,
a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Arizona (hereinafter called "Surety"), as Surety, are held and firmly bound unto the **CITY OF BUCKEYE**, a municipal corporation organized and existing under the laws of the State of Arizona, hereinafter called "Obligee", in the penal sum of _____
**DOLLARS** ($_____) in lawful money of the United States, to be paid in Maricopa County, Arizona, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Residential and Commercial Project Financial Assurance Agreement (the "Agreement") with Obligee dated the ___ day of _____, 20__, which is made a part hereof by reference for the development known as _____;
said Agreement calling for the completion of certain public improvements among other things, and which public improvements are listed on Exhibit A attached hereto and incorporated herein by reference; and

**WHEREAS**, under the terms of the specifications of the Work, the Principal is required to give a bond in the amount specified hereinabove to guarantee the replacement and repair of defective materials or faulty workmanship furnished or installed by the Principal for a period of two (2) years, from and after the date the Work is completed by Principal and accepted by the City.

**NOW, THEREFORE,** if the Principal shall for a period of two (2) years, from and after the date the Work is completed by the Principal and accepted by the City, replace and repair any and all defective materials or faulty workmanship in the Work, then the above obligation shall be void; otherwise, the said obligation shall remain in full force and effect.

Venue for any action to enforce this Bond shall be Maricopa County, Arizona.

SAMPLE

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this day of_____, 20___.

| Principal | Surety |
|---|---|
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Address: _____ | Address: _____ |
| ATTEST: | ATTEST: |

The name and address of the Resident Agent of Surety for delivery of notice and service of process is:

Name: _____

Address:_____

City, State, Zip: _____

SAMPLE

**EXHIBIT G**
**TO**
**RESIDENTIAL AND COMMERCIAL PROJECT**
**FINANCIAL ASSURANCE AGREEMENT**

[Claims Excluded from Section 7.14 Waiver]

1. Dispute regarding City's interpretation of Section 3 Resolution Number 09-07.

2. Owner's claims (as a participant in the Sundance project) pertaining to the master developer's ability to cause the Sundance Community Facilities District to issue bonds and use the proceeds to pay for infrastructure installed in the Sundance Project.

3. Issues arising in connection with the City's request for modification of the approved right-of-way for Desert Oasis Boulevard and Beardsley Parkway.

4. Any claims of Owner pertaining to refunds, reimbursement or imposition of development impact fees in the Festival Ranch Project and other locations within the City.

5. Any claims of Owner pertaining to the City's operation and maintenance of the City owned roadway improvements located within the existing public right-of-way.

6. Any claims of Owner pertaining to the City's operation and maintenance of the Festival Water Plant No. 1 and Well Nos. 1, 2 and 3.

7. Any claims of Owner pertaining to the density, intensity, uses and development standards allowed in the Festival Ranch project pursuant to Owner's existing Development Agreement.

8. Any claims that exist arising out of circumstances surrounding the Fourth Amendment to the Sundance Development Agreement as pertaining to the Average Daily Flows and related "true-ups".

9. Any claims that exist arising out of the circumstances surrounding the City allowing users not consented to by Sundance Expansion Owners (as defined in Fourth Amendment to the Sundance Development Agreement) to flow sewage to the Sundance Wastewater Treatment Plant, which, if notice were provided to the City by the Sundance Owners (as defined in the Sundance Development Agreement) would constitute a default under the Fourth Amendment to the Sundance Development agreement as to the City's obligations to use its best reasonable efforts to reserve capacity in the Sundance Wastewater Treatment plant to the Sundance Owners.

10. Owner's claims pertaining to the Owner's ability to cause the Festival Ranch Community Facilities District to issue bonds and use the proceeds to pay for infrastructure installed in the Festival Project.

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.F. DS - First Amendment to Nevada Holdings Co., L.P., Public Infrastructure Reimbursement Agreement |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** |
| **STAFF LIAISON:** Ron Moll, City Engineer, rmoll@buckeyeaz.gov, (623) 986-8442 | |
| **DEPARTMENT:** Economic Development | **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. 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.

## SUMMARY

**PROJECT DESCRIPTION:**

The City and Nevada Holdings Co., L.P., entered into a Public Infrastructure Reimbursement Agreement on June 7, 2022. Subsequent to entering into this agreement, the City became aware of a right-of-way issue for the north half of Roosevelt Street between Tuthill channel and Jackrabbit Trail. Rather than pursue the acquisition of additional right-of-way from the Arizona State Land Department for the north half of Roosevelt Street, the City elected to revise the scope of the infrastructure. Resolution of the right-of-way issue and redesigning of the Infrastructure has delayed the project which has negatively impacted the timing and costs. The purpose of this First Amendment is to revise (i) the completion date for the Infrastructure, (ii) the scope of the Infrastructure, and (iii) the Infrastructure Reimbursement Amount.

Therefore, via this first amendment Nevada Holdings Co., L.P. agrees to design, engineer, acquire easements, permit, construct, install and convey the regional public infrastructure improvements from Roosevelt Street's current terminus adjacent to the eastern edge of the Buckeye Commons Center (formerly known as the Buckeye Parkway Center) eastward to Jackrabbit Trail, subject to this agreement. Infrastructure improvements include two eastbound lanes and one westbound lane, pavement required for transitions, 20' median with streetlights, drainage culverts, ITS conduit, traffic signal at the intersection of Roosevelt Street and Jackrabbit Trail, abandonment of two existing wells, and all associated work required to complete the improvements. This amendment shall amend the construction completion date from March 31, 2023, which the City previously granted the one-year administrative extension, to December 31, 2025 as well as the not to exceed reimbursement amount from $7,983,853.71 to not to exceed $8,451,532.21, which represents an increase of $467,678.50. Owner acknowledges and agreed that reimbursement of infrastructure will be following the City’s acceptance of the infrastructure and conveyance of the infrastructure to the City and subject to the terms and conditions of the Agreement.

**BENEFITS:**

While the infrastructure to be constructed and installed by owner is necessary to serve development within the development, it also includes certain improvements that are of regional benefit to the City and its residents.

**FUTURE ACTION:**
None

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**FINANCIAL IMPACT STATEMENT:**

The total cost to the City of this agreement shall not exceed $8,451,532.21.

---

**CURRENT FISCAL YEAR TOTAL COST:**

Reimbursement amount is not to exceed $8,451,532.21 to be paid out at such time that the terms of the agreement have been met.

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**BUDGETED:**
Yes

---

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
First_Amendment_to_Roosevelt_PIRA_with_Exhibits_Signed.pdf
Resolution No. 52-24 First Amendment to PIRA Nevada Holding Co. L.P. and City of Buckeye.docx

**When recorded, return to:**

City of Buckeye, Arizona
ATTN: Lucinda J. Aja, City Clerk
530 East Monroe Avenue
Buckeye, Arizona 85326

**FIRST AMENDMENT**
**TO**
**PUBLIC INFRASTRUCTURE**
**REIMBURSEMENT AGREEMENT**
**(Buckeye Commons Verrado and Roosevelt Street, Buckeye, AZ)**

This First Amendment to Public Infrastructure Reimbursement Agreement ("**First Amendment**") is entered into as of the 6th day of August 2024 (the "**Effective Date**"), by and between the CITY OF BUCKEYE, an Arizona municipal corporation (the "**City**"), and NEVADA HOLDING CO., L.P., a Delaware limited partnership ("**Owner**").

**RECITALS**

A. The City and Owner entered into the Public Infrastructure Reimbursement Agreement (Buckeye Commons Verrado and Roosevelt Street, Buckeye, AZ), dated June 7, 2022, recorded as Instrument No. 2022-0497392, Records of Maricopa County, Arizona, (the "**Agreement**").

B. Subsequent to entering into the Agreement, the City became aware of a right-of-way issue for the north half of Roosevelt Street between the Tuthill channel and Jackrabbit Trail.

C. Rather than pursue the acquisition of additional right-of-way from the Arizona State Land Department for the north half of Roosevelt Street, the City elected to revise the scope of the Infrastructure.

D. Resolution of the right-of-way issue and redesigning the Infrastructure has delayed the project, and the completion date of March 31, 2024, cannot be met. The completion date in the Agreement was originally March 31, 2023; however, the City previously granted the one year administrative extension provided for in Paragraph 6(c) of the Agreement.

E. Delaying the project has also negatively impacted costs, thus increasing the project costs and the Infrastructure Reimbursement Amount.

F. The purpose of this First Amendment is to revise: (i) the completion date for the Infrastructure, (ii) the scope of the Infrastructure, and (iii) the Infrastructure Reimbursement Amount.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the premises above and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner, intending to be legally bound, covenant and agree, for themselves, and their successors-in-ownership and assigns, as follows:

**1.** **Recitals**. The Recitals set forth above are acknowledged by the parties to be true and correct and are incorporated herein by this reference.

**2.** **Definitions**. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.

**3.** **Amendment to Section 6(a) of the Agreement**. The ***Infrastructure Reimbursement Amount*** shall now be Eight Million Four Hundred Fifty-One Thousand Five Hundred Thirty-Two and 21/100 Dollars ($8,451,532.21).

**4.** **Amendment to Sections 6(a) and 6(c) of the Agreement**. The completion date of March 31, 2023, shall be replaced with the new completion date of December 31, 2025.

**5.** **Amendment to Section 7(c) of the Agreement**. The not to exceed dollar amount shall now be Eight Million Four Hundred Fifty-One Thousand Five Hundred Thirty-Two and 21/100 Dollars ($8,451,532.21).

**6.** **Amendment to Section 12 of the Agreement**. The term of the Agreement shall be three (3) years from the Effective Date of this First Amendment.

**7.** **Amendment to Exhibit C and Exhibit D of the Agreement**. **Exhibits C and D** are repealed and replaced with the new **Exhibits C and D** attached to this First Amendment.

**8.** **Effect of Amendment**. Except as otherwise expressly provided in this First Amendment, the Agreement is affirmed and ratified, and all terms and conditions of the Agreement shall remain in full force and effect.

**9.** **Conflicts of Interest.** The parties acknowledge that this First Amendment is subject to cancellation pursuant to Arizona Revised Statutes Section 38-511.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

**IN WITNESS WHEREOF,** the parties have executed this First Amendment as of the date first above written.

**CITY:**

**CITY OF BUCKEYE, ARIZONA**, an Arizona municipal corporation

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 2024, before me personally appeared Eric W. Orsborn, Mayor of the CITY OF BUCKEYE, ARIZONA, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above/attached document on behalf of the City.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

**OWNER:**

NEVADA HOLDING CO., L.P., a Delaware limited partnership

By: NHCO INC., a Delaware corporation
Its: General Partner

By: Todd C Hall
Its: President of Gen Partner
Date: 7/15/2024

By:
Its: Vice Pres of Gen Partner
Date: 7/15/2024

**[ACKNOWLEDGMENTS TO APPEAR ON A SEPARATE PAGE]**

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego )

On July 15, 2024 before me, Angela Crane, Notary Public
(insert name and title of the officer)

personally appeared Todd Holzer,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANGELA CRANE
Notary Public - California
San Diego County
Commission # 2415659
My Comm. Expires Sep 14, 2026

Signature Angela Crane (Seal)

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego )

On July 15, 2024 before me, Angela Crane, Notary Public
(insert name and title of the officer)

personally appeared Linda F. Forment,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she~~/they~~ executed the same in ~~his/~~her~~/their~~ authorized capacity~~(ies)~~, and that by ~~his/~~her~~/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANGELA CRANE
Notary Public - California
San Diego County
Commission # 2415659
My Comm. Expires Sep 14, 2026

Signature Angela Crane (Seal)

**EXHIBIT C**
**TO**
**PUBLIC INFRASTRUCTURE**
**REIMBURSEMENT AGREEMENT**
**BETWEEN**
**CITY AND OWNER**

**[Description of Infrastructure]**

**See following page(s)**

# EXHIBIT C

BUCKEYE COMMONS
DESCRIPTION OF REGIONAL PUBLIC INFRASTRUCTURE

PARTIAL IMPROVEMENT OF ROOSEVELT STREET FROM THE EXISTING TERMINUS OF PUBLIC IMPROVEMENTS AT TUTHILL WASH TO THE INTERSECTION OF JACKRABBIT TRAIL INCLUDING THE FOLLOWING:

1. GRADING AND EARTHWORK FOR ROADWAY IMPROVEMENTS, CULVERT CROSSINGS, AND DISCHARGE SWALES PER GEOTECH RECOMMENDATIONS AND AS SHOWN ON THE CITY APPROVED PLANS.
2. 20' WIDE MEDIAN WITH CONCRETE MEDIAN CURBS. MEDIAN SURFACE SHALL BE NATIVE MATERIAL WITH NO LANDSCAPE, IRRIGATION, D.G. OR MULCH.
3. TWO EASTBOUND LANES AND ONE WEST BOUND LANE PAVED (6" AC/12" ABC) WITH TOTAL WIDTH OF PAVEMENT = 25' ON THE SOUTH SIDE OF THE MEDIAN CURB, AND 12' ON THE NORTH SIDE OF THE MEDIAN CURB. PAVEMENT WIDTH ON THE NORTH SIDE OF THE MEDIAN TO BE WIDE ENOUGH TO ACCOMMODATE SECOND WEST BOUND LANE FROM THE JACKRABBIT TRAIL INTERSECTION TO THE WEST LIMIT OF THE COUNTY FLOOD CONTROL DISTRICT LAND.
4. STRIPING AND SIGNAGE PER APPROVED PLANS.
5. THICKENED EDGE AC FOR THE OUTSIDE EDGE OF THE PAVED LANES WHERE NO CONCRETE CURB IS INSTALLED. ROADWAY RUNNOFF WILL SHEET OFF THE TRAVELED WAY INTO ROADSIDE SWALES.
6. DUAL MAST ARM STREET LIGHTS THAT CAN BE ACCOMODATED ON THE EXISTING STREET LIGHT CIRCUITS IN THE MEDIAN PER APPROVED PLANS. (MAXIMUM 7 NEW DUAL MAST ARM STREET LIGHTS TOTAL)
7. TWO ITS 7-WAY NON-ARMORED CONDUITS FOR FUTURE SIGNAL INTERCONNECT ALONG THE ENTIRE LENGTH OF THE ROOSEVELT STREET MEDIAN PER APPROVED PLANS.
8. RGRCP CULVERT CROSSINGS TO ALLOW RUNOFF TO CROSS FROM THE NORTH SIDE OF THE ROADWAY TO THE SOUTH WITH FLARED END SECTIONS ON THE OUTLET SIDE PER APPROVED PLANS.
9. NATURAL EARTH SWALES PER APPROVED PLANS ON THE NORTH AND SOUTH SIDE OF THE ROADWAY TO DIRECT RUNOFF TO THE CULVERT PIPES ON THE NORTH SIDE AND TO THE DISCHARGE BASINS AND SWALES ON THE SOUTH.
10. DISCHARGE SWALES ON THE SOUTH SIDE OF THE ROADWAY TO ALLOW RUNOFF TO DAYLIGHT.
11. RIP RAP OR SHOTCRETE TO PREVENT EROSION AS SHOWN ON APPROVED PLANS.
12. WESTERLY EXTENSION (APPROXIMATELY 87 FEET) OF THE EXISTING 12" VCP SEWER LINE FROM JACKRABBIT TRAIL, A 12" VCP SEWER STUB TO THE SOUTH RIGHT-OF-WAY AND A 12" VCP SEWER STUB TO THE CENTERLINE FOR THE PROPERTY TO THE NORTH.

13. CURB RETURNS AND SLIP LANE ISLANDS WITH PED RAMPS AT THE INTERSECTION OF ROOSEVELT STREET AND JACKRABBIT TRAIL PER APPROVED PLANS.
14. IMPROVEMENTS AS NEEDED FOR THE ROOSEVELT STREET TRANSITION FROM THE JACKRABBIT TRAIL INTERSECTION TO 194TH STREET PER APPROVED PLANS.
15. WIDENING OF JACKRABBIT TRAIL TO THE NORTH AND SOUTH OF THE ROOSEVELT STREET INTERSECTION IN ORDER TO PROVIDE: TWO NORTHBOUND LANES AND TWO SHOUTHBOUND LANES THROUGH THE INTERSECTION, TRANSITIONS TO EXISTING LANES, LEFT TURN LANES, AND RIGHT TURN LANES ALL AS SHOWN ON THE APPROVED PLANS.
16. TRAFFIC SIGNAL AT THE INTERSECTION OF ROOSEVELT STREET AND JACKRABBOT TRAIL PER PLANS APPROVED BY THE CITY.
17. TUTHILL CHANNEL ACCESS ROAD PER PLANS APPROVED BY CITY AND FCDMC.
18. DRIVEWAYS AND MEDIAN IMPROVEMENTS ALONG ROOSEVELT STREET TO PROVIDE ACCESS TO FCDMC MAINTENANCE DRIVES PER PLANS APPROVED BY CITY AND FCDMC.
19. ABANDONMENT OF TWO EXISTING WELLS WITHIN THE ROAD FOOTPRINT NEAR THE EXISTING EASTERLY TERMINUS OF ROOSEVELT STREET.
20. CONDUITS, PULL BOXES, VAULTS, AND PADS NEEDED FOR STREETLIGHT AND TRAFFIC SIGNAL POWER PER PLANS APPROVED BY APS.
21. EXTENSION OF EXISTING STREET LIGHT CIRCUIT AT THE EAST END OF EXISTING ROOSEVELT STREET TO PROVIDE POWER TO FIVE NEW DUAL MAST ARM STREET LIGHTS, PER CONTRACT WITH APS. NO NEW TRANSFORMERS TO BE PROVIDED.
22. ONE NEW TRANSFORMER AND CONDUCTORS NECESSARY TO PROVIDE POWER TO THE NEW TRAFFIC SIGNAL AT JACKRABBIT TRAIL AND ADJACENT STREET LIGHTS PER CONTRACT WITH APS.
23. RELOCATE AND/OR REARRANGE EXISTING UNDERGROUND AND OVERHEAD DRY UTILITIES ALONG JACKRABBIT TRAIL, AND ALONG ROOSEVELT STREET BETWEEN JACKRABBIT TRAIL AND 194TH AVENUE, PER PLANS APPROVED BY APS, CENTURYLINK (LUMEN), AND COX.
24. TO BE INCLUDED: LANDSCAPE SLEEVES TO MEDIAN, SURVEY, TRAFFIC CONTROL.

**EXHIBIT D**
**TO**
**PUBLIC INFRASTRUCTURE**
**REIMBURSEMENT AGREEMENT**
**BETWEEN**
**CITY AND OWNER**

**[Owner's Engineer's Estimate of Cost of Infrastructure]**

**See following page(s)**

# EXHIBIT D

| Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|
| Mobilization / Grading / Earthwork | 1 | LS | $1,006,965.72 | $1,006,965.72 |
| Storm Drian Systems | 1 | LS | $534,755.05 | $534,755.05 |
| Sewer | 1 | LS | $147,716.57 | $147,716.57 |
| Street Lights | 1 | LS | $244,525.84 | $244,525.84 |
| Concrete / Curbs / Flat Work / Pavers / Rip Rap | 1 | LS | $547,897.36 | $547,897.36 |
| Asphalt / Signs / Striping / Utility Adjustments | 1 | LS | $2,724,103.44 | $2,724,103.44 |
| Irrigation Sleeves | 1 | LS | $10,240.00 | $10,240.00 |
| General Conditions / Traffic Control | 1 | LS | $1,208,741.90 | $1,208,741.90 |
| Traffic Signal at Jackrabbit Trail | 1 | LS | $655,135.23 | $655,135.23 |
| FCDMC Access Ramp at Tuthill Wash | 1 | LS | $188,100.00 | $188,100.00 |
| ITS conduits | 1 | LS | $205,822.74 | $205,822.74 |
| Conduit / Trench / Backfill / Appurtenances | 1 | LS | $137,200.00 | $137,200.00 |
| General Contractor's Contingencies | 1 | LS | $85,000.00 | $85,000.00 |
| | | | **Subtotal Construction Cost** | **$7,696,203.85** |
| Abandon 2 existing wells within roadway | 1 | LS | $87,500.00 | $87,500.00 |
| Plan check fees, permit fees, agency fees | 1 | LS | $150,000.00 | $150,000.00 |
| public improvements maintenance cost | 2 | yr | $25,000.00 | $50,000.00 |
| Performance and Payment Bond 0.8% | 1 | LS | 0.80% | $61,569.63 |
| Contingency | 1 | LS | 5.00% | $384,810.19 |
| Design Consultants / Civil / Traffic / Dry Utiliies | 1 | LS | $512,609.00 | $512,609.00 |
| APS Fee | 1 | LS | $265,872.00 | $265,872.00 |
| CenturyLink (Lumen) Fee | 1 | LS | $50,000.00 | $50,000.00 |
| COX Fee | 1 | LS | $20,000.00 | $20,000.00 |
| General Contractor's pre-construction | 1 | LS | $22,375.54 | $22,375.54 |
| Potholes for Jackrabbit Trail Existing Utilities | 1 | LS | $20,092.00 | $20,092.00 |
| Updated Video Detection at Signal | 1 | LS | $30,500.00 | $30,500.00 |
| | | | **TOTAL** | **$9,351,532.21** |
| | | | Sunbelt contribution | $(900,000.00) |
| | | | City contribution | $8,451,532.21 |

General Contractor's line item detail for the $7,696,203.85 Subtotal is attached for reference.

Hunter Contracting Co.
Schedule of Values Roosevelt Road Tuthill Wash to Jackrabbit Road
Preliminary Pricing Proposal Missing Updated Camera Equipment

5/21/2024

| Position Code | Description | Pay Quantity | Unit of Measure | Unit Price (current) | Total Price (current) | Subtotal Amount | Subtotal Description |
|---|---|---|---|---|---|---|---|
| 1 | Mobilization | 1.00 | LS | $292,000.00 | $292,000.00 | | |
| 2 | SWPPP | 1.00 | LS | $75,500.00 | $75,500.00 | | |
| 3 | Clear & Grub Vegetation | 15.00 | AC | $3,740.00 | $56,100.00 | | |
| 4 | Construction Water/Misc Dust Control | 9.00 | MO | $25,100.00 | $225,900.00 | | |
| 5 | Earthwork for Roadway | 14,700.00 | CY | $7.10 | $104,370.00 | | |
| 6 | Earthwork & Drainage Grading | 16,606.00 | CY | $8.80 | $146,132.80 | | |
| 7 | Final Cleanup/Parkway Grading | 75,326.00 | SY | $1.42 | $106,962.92 | **$1,006,965.72** | **Grading / Earthwork** |
| 8 | Dumped Riprap, D50 = 9" (18" th) | 285.00 | CY | $168.00 | $47,880.00 | | |
| 9 | 18" RGRCP CL 5 W/ Trench Dtl DR03 | 60.00 | LF | $204.00 | $12,240.00 | | |
| 10 | 18" RGRCP CL 5 MAG 601 | 118.00 | LF | $148.87 | $17,566.66 | | |
| 11 | 30" RGRCP CL 5 | 1,162.00 | LF | $223.00 | $259,126.00 | | |
| 12 | Shotcrete 3" w/ WWF | 2,241.00 | SF | $58.35 | $130,762.35 | | |
| 13 | Flared End Section SD Type 3 ADOT 18" | 1.00 | EA | $3,632.00 | $3,632.00 | | |
| 14 | Flush Catch Basin Per Detail on Sheet DT02 | 1.00 | EA | $8,100.00 | $8,100.00 | | |
| 15 | Pipe Penetration 18" Pipe DTL DR088 | 1.00 | EA | $5,268.04 | $5,268.04 | | |
| 16 | Flared End Section SD Type 3 ADOT 30" | 13.00 | EA | $3,860.00 | $50,180.00 | **$534,755.05** | **Storm Drain System** |
| 17 | 12" VCP Sewer 28 Ft Depth | 150.00 | LF | $272.00 | $40,800.00 | | |
| 18 | 5' Dia Manhole MAG Std Dtl 420-1 28 Ft Depth Coated (MH#3 remains, #1&2 are deleted) | 1.00 | EA | $43,600.00 | $43,600.00 | | |
| 19 | 5' Dia Manhole Non-Returnable (MH#3 remains, #1&2 are deleted) | 2.00 | EA | $25,595.76 | $51,191.52 | | |
| 20 | Reconstruct MH Base for new flow | 1.00 | EA | $6,645.05 | $6,645.05 | | |
| 21 | Furnish and Install Testing Cleanout With COB Approved Meter Box as Per COB STD Dtl 41270 | 2.00 | EA | $2,740.00 | $5,480.00 | **$147,716.57** | **Sewer** |
| 22 | No. 5 Pull Box | 7.00 | EA | $827.00 | $5,789.00 | | |
| 23 | Pole Foundation | 7.00 | EA | $1,850.00 | $12,950.00 | | |
| 24 | Street Light Pole, with 2 Mast Arm, and 2 Luminaire Median | 7.00 | EA | $8,450.00 | $59,150.00 | | |
| 25 | Conduit & Conductors Pull Box to Pole | 7.00 | EA | $530.80 | $3,715.60 | | |
| 26 | Street Light Pole Purchase and Deliver to the City | 27.00 | EA | $6,034.12 | $162,921.24 | **$244,525.84** | **Street Lighting Excluding APS Conduits and Conductors** |

| Position Code | Description | Pay Quantity | Unit of Measure | Unit Price (current) | Total Price (current) | Subtotal Amount | Subtotal Description |
|---|---|---|---|---|---|---|---|
| 27 | Concrete Curb & Gutter MAG 220-1 Type A | 2,566.00 | LF | $26.50 | $67,999.00 | | |
| 28 | Concrete Curb & Gutter, MAG Det 220-1, Depressed Lip | 10,263.00 | LF | $24.86 | $255,138.18 | | |
| 29 | Concrete Curb & Gutter, MAG Det 250-1, Depressed Lip (At driveways) | 250.00 | LF | $56.98 | $14,245.00 | | |
| 30 | Single Curb MAG 222 Type A | 295.00 | LF | $49.00 | $14,455.00 | | |
| 31 | Single Curb MAG 222 Type B | 14.00 | LF | $58.61 | $820.54 | | |
| 32 | Curb & Gutter Transition Per Detail 3 on Sheet DT01 | 12.00 | EA | $277.00 | $3,324.00 | | |
| 33 | Concrete Curb Cut Type 1 Per MAG Std Dtl 226-1 | 5.00 | EA | $369.17 | $1,845.85 | | |
| 34 | RIPRAP for curb cuts (12" th) w/ non-woven fabric | 555.00 | SF | $21.49 | $11,926.95 | | |
| 35 | Concrete Sidewalk, MAG Det 230 | 987.00 | SF | $12.90 | $12,732.30 | | |
| 36 | Concrete Driveway Per Detail 4, Sheet DT01 | 1,500.00 | SF | $19.30 | $28,950.00 | | |
| 37 | Median Nose COB 63220 | 1.00 | EA | $400.46 | $400.46 | | |
| 38 | Directional Curb Ramp, MAG Det 237-1 | 4.00 | EA | $5,750.00 | $23,000.00 | | |
| 39 | Curb Ramp, COB DTL 6330-6 | 1.00 | EA | $7,583.25 | $7,583.25 | | |
| 40 | Conc Sidewalk MAG 230 | 2,635.00 | SF | $10.43 | $27,483.05 | | |
| 41 | Raised Median Concrete Pavers COB DTL 63206 | 1,085.00 | SF | $18.94 | $20,549.90 | | |
| 42 | Concrete Curb Ramps MAG 236-5 | 2.00 | EA | $18,644.74 | $37,289.48 | | |
| 43 | Pedestrian Refuge Island PER COB Std Dtl 63300-5 (Ramps 6 EA) | 2.00 | EA | $10,077.20 | $20,154.40 | **$547,897.36** | **Concrete Flatwork** |
| 44 | Adjust Sanitary Sewer Manhole | 6.00 | EA | $793.37 | $4,760.22 | | |
| 45 | Adjust Water Valve Box & Cover | 3.00 | EA | $549.46 | $1,648.38 | | |
| 46 | Adjust Lumen Manhole | 1.00 | EA | $972.31 | $972.31 | | |
| 47 | Adjust Existing Survey Monument Cover to Finished Grade | 1.00 | EA | $536.84 | $536.84 | | |
| 48 | Sawcut Asphalt | 4,051.00 | LF | $1.29 | $5,225.79 | | |
| 49 | Remove Asphalt Pavement and Base | 3,355.00 | SY | $6.66 | $22,344.30 | | |
| 50 | Remove Fence & Posts | 3,815.00 | LF | $1.96 | $7,477.40 | | |
| 51 | Remove & Replace Fence | 35.00 | LF | $70.34 | $2,461.90 | | |
| 52 | Relocate Mailbox | 1.00 | EA | $384.24 | $384.24 | | |
| 53 | Relocate Tele Marker (M) | 1.00 | EA | $576.36 | $576.36 | | |
| 54 | Relocate Gas Marker Sign (K) | 1.00 | EA | $576.35 | $576.35 | | |
| 55 | Remove Bluestake Sign | 1.00 | EA | $219.84 | $219.84 | | |
| 56 | Remove Relocate Power Pole & Guy Wire (By others) | 3.00 | EA | $0.00 | $0.00 | | |
| 57 | Remove Barricade | 10.00 | EA | $15.45 | $154.50 | | |

| Position Code | Description | Pay Quantity | Unit of Measure | Unit Price (current) | Total Price (current) | Subtotal Amount | Subtotal Description |
|---|---|---|---|---|---|---|---|
| 58 | Asphalt Concrete Pavement, Section 1 - (6" AC over 12" ABC with 12" subgrade over-ex) | 27,167.00 | SY | $79.40 | $2,157,059.80 | | |
| 59 | Maintenance Access Road Section 2 - (6" ABC over 4" compacted subgrade) | 1,261.00 | SY | $21.70 | $27,363.70 | | |
| 60 | Maintenance Road SH GD03 Dtl A Section 3 | 175.00 | SY | $23.05 | $4,033.75 | | |
| 61 | White Tanks FRS Crossing Road Per PVMT Structural Section NO. 5 (2"AC over 4" AC over 4" 1/2 Sack) | 382.00 | SY | $194.86 | $74,436.52 | | |
| 62 | Asphalt Pavement Section 6 (3" A19MM over 8" ABC) | 7,637.00 | SY | $45.21 | $345,268.77 | | |
| 63 | Survey Marker, MAG Det 120, Type B | 3.00 | EA | $246.00 | $738.00 | | |
| 64 | Obliterate Existing Pavement Markings | 7,185.00 | LF | $0.45 | $3,233.25 | | |
| 65 | 4" Equivalent Traffic Paint Stripe | 30,368.00 | LF | $0.15 | $4,555.20 | | |
| 66 | 4" Equivalent Thermoplastic Stripe 4" 60 mil | 30,368.00 | LF | $0.46 | $13,969.28 | | |
| 67 | Permanent White Transverse Paint 4" | 5,106.00 | LF | $0.68 | $3,472.08 | | |
| 68 | Transverse Thermoplastic 90 mil 4" Equiv. | 5,106.00 | LF | $1.34 | $6,842.04 | | |
| 69 | Paint Symbol Left Turn Arrow | 18.00 | EA | $115.60 | $2,080.80 | | |
| 70 | Thermoplastic/Preformed Symbol Left Turn Arrow | 18.00 | EA | $101.00 | $1,818.00 | | |
| 71 | Only Symbol Paint | 7.00 | EA | $115.60 | $809.20 | | |
| 72 | Only Symbol Preformed Thermoplastic | 7.00 | EA | $116.00 | $812.00 | | |
| 73 | Yield Triangle Symbol Thermoplastic | 9.00 | EA | $66.92 | $602.28 | | |
| 74 | Paint Median Nose | 20.00 | LF | $6.70 | $134.00 | | |
| 75 | Type D & G Pavement Markers | 656.00 | EA | $4.90 | $3,214.40 | | |
| 76 | Perforated Sign Post & Foundation | 36.00 | EA | $456.40 | $16,430.40 | | |
| 77 | Flat Sheet Aluminum Sign Panel, Diamond Grade | 189.00 | SF | $28.00 | $5,292.00 | | |
| 78 | Remove & Salvage Sign | 14.00 | EA | $255.53 | $3,577.42 | | |
| 79 | Remove & Relocate Sign | 4.00 | EA | $255.53 | $1,022.12 | **$2,724,103.44** | **Asphalt/Signage/Striping/Util. Adj.** |
| 80 | landscape Sleeves 4" | 400.00 | LF | $25.60 | $10,240.00 | **$10,240.00** | **Landscape / Irrigation** |
| 81 | Traffic Control | 1.00 | LS | $46,240.00 | $46,240.00 | | |
| 82 | Off Duty Police | 10.00 | DY | $990.19 | $9,901.90 | | |
| 83 | Quality Control | 1.00 | LS | $79,300.00 | $79,300.00 | | |
| 84 | Survey | 1.00 | LS | $95,000.00 | $95,000.00 | | |
| 85 | Project Supervision/Management/Temp. Facilities | 9.00 | MO | $108,700.00 | $978,300.00 | **$1,208,741.90** | **General Conditions / Traffic Control** |
| 86 | Electrical Conduit (2") (pvc) | 243.00 | LF | $33.78 | $8,208.54 | | |
| 87 | Electrical Conduit (2.5") (pvc) | 50.00 | LF | $45.85 | $2,292.50 | | |
| 88 | Electrical Conduit (2-2") (pvc) | 98.00 | LF | $43.43 | $4,256.14 | | |
| 89 | Electrical Conduit (3") (pvc) | 60.00 | LF | $38.61 | $2,316.60 | | |
| 90 | Electrical Conduit (3-3") (pvc) | 76.00 | LF | $51.87 | $3,942.12 | | |
| 91 | Electrical Conduit (3-3") (bore) | 522.00 | LF | $92.89 | $48,488.58 | | |
| 92 | Electrical Conductors | 1.00 | LS | $29,404.82 | $29,404.82 | | |
| 93 | Pull Box (no. 5) | 1.00 | EA | $1,266.65 | $1,266.65 | | |
| 94 | Pull Box (no. 7 w/ext) | 5.00 | EA | $2,020.63 | $10,103.15 | | |
| 95 | Pull Box (no. 9) (vault) | 1.00 | EA | $9,680.97 | $9,680.97 | | |
| 96 | Traffic Signal Pole (type a-10') | 3.00 | EA | $2,334.30 | $7,002.90 | | |
| 97 | Traffic Signal Pole (type g) | 3.00 | EA | $7,811.13 | $23,433.39 | | |

| Position Code | Description | Pay Quantity | Unit of Measure | Unit Price (current) | Total Price (current) | Subtotal Amount | Subtotal Description |
|---|---|---|---|---|---|---|---|
| 98 | Traffic Signal Pole (type q) | 1.00 | EA | $12,630.50 | $12,630.50 | | |
| 99 | Traffic Signal Pole (type r) | 2.00 | EA | $19,904.81 | $39,809.62 | | |
| 100 | Traffic Signal Pole (type trombone b) | 1.00 | EA | $33,319.43 | $33,319.43 | | |
| 101 | Signal Mast Arm (type 40') | 1.00 | EA | $11,816.22 | $11,816.22 | | |
| 102 | Signal Mast Arm (type 45') | 1.00 | EA | $11,918.76 | $11,918.76 | | |
| 103 | Signal Mast Arm (type 55') | 1.00 | EA | $18,348.61 | $18,348.61 | | |
| 104 | Signal Mast Arm (type trombone 55') | 1.00 | EA | $60,860.45 | $60,860.45 | | |
| 105 | Luminaire Mast Arm (type 20') | 6.00 | EA | $2,937.47 | $17,624.82 | | |
| 106 | Luminaire Mast Arm (type trombone 20') | 1.00 | EA | $4,553.97 | $4,553.97 | | |
| 107 | Signal Indication (type f) | 11.00 | EA | $747.93 | $8,227.23 | | |
| 108 | Signal Indication (type q) | 3.00 | EA | $1,176.19 | $3,528.57 | | |
| 109 | Signal Indication (type q2) | 3.00 | EA | $1,387.30 | $4,161.90 | | |
| 110 | Signal Indication (type R) | 3.00 | EA | $772.07 | $2,316.21 | | |
| 111 | Signal Indication (type m/h) | 8.00 | EA | $609.21 | $4,873.68 | | |
| 112 | Signal Indication (type push button) | 8.00 | EA | $1,278.74 | $10,229.92 | | |
| 113 | Signal Mount (type ii) | 9.00 | EA | $313.66 | $2,822.94 | | |
| 114 | Signal Mount (type IV) | 2.00 | EA | $772.07 | $1,544.14 | | |
| 115 | Signal Mount (type v) | 7.00 | EA | $591.11 | $4,137.77 | | |
| 116 | Signal Mount (type xi) | 7.00 | EA | $318.48 | $2,229.36 | | |
| 117 | Signal Mount (type trombone) | 4.00 | EA | $219.56 | $878.24 | | |
| 118 | Meter Pedestal & Foundation | 1.00 | EA | $6,846.05 | $6,846.05 | | |
| 119 | Battery Backup & Foundation | 1.00 | EA | $16,134.95 | $16,134.95 | | |
| 120 | Controller Cabinet & Foundation | 1.00 | EA | $54,358.21 | $54,358.21 | | |
| 121 | Video Detection | 1.00 | LS | $56,698.54 | $56,698.54 | | |
| 122 | Pre-emption | 1.00 | LS | $19,168.93 | $19,168.93 | | |
| 123 | Internally Illuminated Street Name Sign | 4.00 | EA | $7,238.11 | $28,952.44 | | |
| 124 | CCTV | 1.00 | EA | $8,607.32 | $8,607.32 | | |
| 125 | Luminaires | 7.00 | EA | $1,230.47 | $8,613.29 | | |
| 126 | Gator Patch (12 smfo) | 1.00 | EA | $2,955.52 | $2,955.52 | | |
| 127 | Foundation (type a) | 3.00 | EA | $1,471.75 | $4,415.25 | | |
| 128 | Foundation (type g) | 3.00 | EA | $3,046.05 | $9,138.15 | | |
| 129 | Foundation (type q) | 1.00 | EA | $6,381.61 | $6,381.61 | | |
| 130 | Foundation (type r) | 2.00 | EA | $6,381.61 | $12,763.22 | | |
| 131 | Foundation (type trombone b) | 1.00 | EA | $13,873.05 | $13,873.05 | **$655,135.23** | **Traffic Signals at Jackrabbit** |
| 132 | 7 Way Orange 18/14 Future Path (2 runs) (ITS) | 5,271.00 | LF | $35.92 | $189,334.32 | | |
| 133 | Pull Box No 7 W/ Extension (ITS) | 2.00 | EA | $2,494.56 | $4,989.12 | | |
| 134 | Pull Box No 9 (ITS) | 1.00 | EA | $11,499.30 | $11,499.30 | **$205,822.74** | **ITS** |
| 135 | Flood Control District of Maricopa County Work Plan Sheet GD04 | 1.00 | LS | $188,100.00 | $188,100.00 | **$188,100.00** | **Allowance FCD Improvements** |
| 136 | Allowance APS Preliminary Plans | 1.00 | EA | $137,200.00 | $137,200.00 | | |
| 137 | Contractor Contingency | 1.00 | LS | $85,000.00 | $85,000.00 | **$222,200.00** | **Allowances & Contingencies** |
| 137 | | | | | **$7,696,203.85** | | |

**RESOLUTION NO. 52-24**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, 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.**

**WHEREAS**, the City of Buckeye, Arizona ("City") and Nevada Holding Co., L.P., a Delaware limited partnership ("Owner") (collectively, the "Parties"), entered into a Public Infrastructure Reimbursement Agreement (the "Agreement") related to regional public infrastructure to be constructed by Owner which such public infrastructure will be conveyed to the City following completion of construction; and

**WHEREAS,** the Parties desire to enter the First Amendment of the Agreement to revise the completion date, scope, and reimbursement amount.

**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 First Amendment of the Agreement 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 City Clerk, City Manager, Economic Development Director, City Engineer, and the City Attorney are hereby authorized and directed to execute and deliver all documents and other necessary or desirable instruments connected with the Agreement 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 6th day of August, 2024.

_____
Eric W. 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:** 08/06/24 | **AGENDA ITEM:** 4.G. DS - Ordinance No. 17-24 - McDowell Road Right-of-Way (ROW) Annexation |
| **DATE PREPARED:** 07/31/24 | **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 |

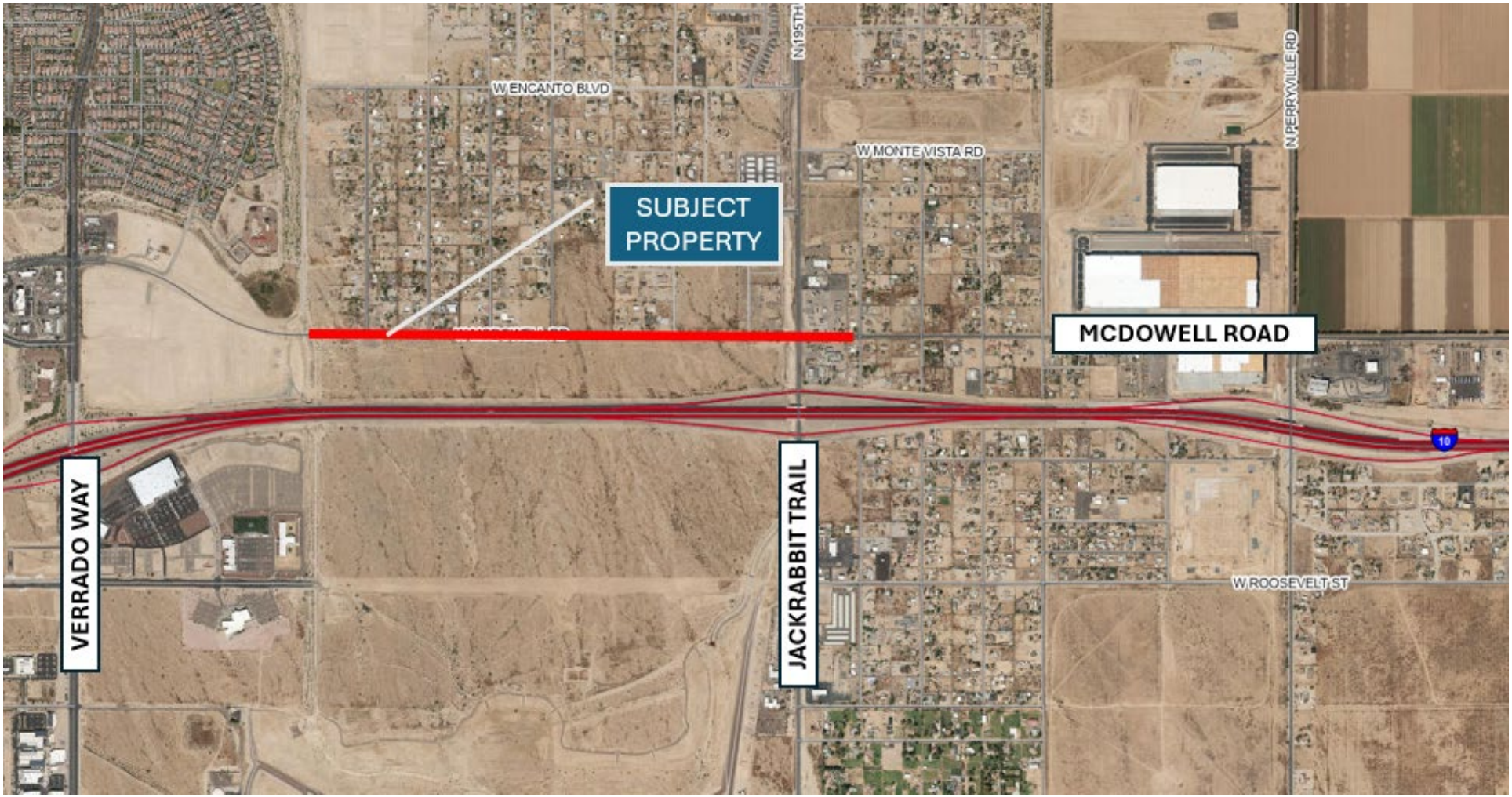
**ACTION/MOTION:** (This language identifies the formal motion to be made by the Council)
Council to take action on Ordinance No. 17-24 approving the annexation of certain rights-of-way and roadways generally located on McDowell Road between Tuthill Wash to 194th Avenue.

## SUMMARY

**PROJECT DESCRIPTION:**
The City is the applicant for this annexation request. The purpose of this request is to annex certain Maricopa County right-of-way generally located on McDowell Road from Tuthill Wash to 194th Avenue. This annexation will allow the City to complete utilities and future roadway and intersection improvements.

**BENEFITS:**
This annexation will improve traffic circulation in the area and further streamline the civil permitting process within the right-of-way.

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
PLZM-24-0051 McDowell Road ROW Vicinity Map.pdf
PLZM-24-0051-Narrative
PLZM-24-0051-Annexation Exhibit
Ordinance No. 17-24 w exhibits.pdf


W ENCANTO BLVD
N 195TH
W MONTE VISTA RD
N PERRYVILLE RD
SUBJECT PROPERTY
MCDOWELL ROAD
VERRADO WAY
JACKRABBIT TRAIL
W ROOSEVELT ST
10

McDowell Road Annexation – Tuthill Wash to Jackrabbit

The surrounding areas of this portion of McDowell Road have been annexed into the City of Buckeye including the area between Interstate 10 highway and McDowell Road. Annexing this area will avoid any challenges for the city concerning the construction of this corridor.

The purpose of this request is to annex the Maricopa County jurisdiction areas of McDowell Road from the Tuthill Wash to the east right of way of 194th Ave. The areas included in this request contain a width consistent with the existing right of way ranging from 40 feet to 65 feet along each side of McDowell Roadway. This will allow the city to complete the roadway construction planned to improve this corridor.

# LEGAL DESCRIPTION – PROPOSED ANNEXATION

Portions of Sections 32 and 33, Township 2 North, Range 2 West and Sections 4 and 5, Township 1 North, Range 2 West, of the Gila and Salt River meridian, Maricopa County, Arizona, more particularly described as follows:

Parcel No. 1:

BEGINNING at the Southwest Corner of said Section 32, from which the South Quarter Corner of said Section 32 bears South 89 degrees 48 minutes 00 seconds East, 2652.59 feet;

thence along the West line of the Southwest Quarter of said Section 32, North 0 degrees 09 minutes 10 seconds East, 312.02 feet;

thence South 89 degrees 50 minutes 50 seconds East, 55.00 feet to an angle point in the Westerly boundary of Lot 15 of that plat of 'Valencia Village Annex' recorded in Book 172, Page 30 of Maricopa County Records;

thence along the Southwesterly boundary of Lots 15 and 16 of said plat of 'Valencia Village Annex', South 26 degrees 23 minutes 54 seconds East, 287.49 feet;

thence along a line 55.00 feet North of and parallel with the South line of the Southwest Quarter of said Section 32; South 89 degrees 48 minutes 00 seconds East, 1760.26 feet to the beginning of a curve, concave Northwest, having a radius of 20.00 feet;

thence Northeasterly 31.45 feet along the arc of said curve to the left through a central angle of 90 degrees 05 minutes 52 seconds to a point on the Westerly right-of-way of 200th Avenue as shown on that plat of 'Valencia Heights' recorded in Book 139, Page 23 of Maricopa County Records;

thence on a non-tangent line South 89 degrees 53 minutes 52 seconds East, 25.00 feet to a point on the West boundary of that parcel described in Document No. 1992-0675483 of Maricopa County records;

thence along said West boundary, South 0 degrees 06 minutes 08 seconds West, 42.08 feet;

thence along a line 33.00 feet North of and parallel with the South line of the Southwest Quarter of said Section 32, South 89 degrees 48 minutes 00 seconds East, 316.86 feet;

thence along the East boundary of said parcel, North 0 degrees 05 minutes 40 seconds East, 32.00 feet;

thence along a line 65.00 feet North of and parallel with the South line of the Southwest Quarter of said Section 32, South 89

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1001 N. CENTRAL AVENUE,
SUITE 900
PHOENIX, AZ 85004
PHONE: 602-263-1177

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53160
RAYMOND S.
MUNOZ III
Date Signed 4/10/2024
ARIZONA, U.S.A.
Expires 3/31/2027

MCDOWELL ROAD
PROPOSED ANNEXATION EXHIBIT

| | |
|---|---|
| DATE: 4/10/24 | PROJECT NUMBER 223233 |
| DSN: RSM | |
| DRN: RSM | |
| CHK: TAR | SHEET 1 OF 10 |

# LEGAL DESCRIPTION – PROPOSED ANNEXATION

degrees 48 minutes 00 seconds East, 346.86 feet to a point on the centerline of 199th Avenue (formerly Dinmore Road) as shown on that plat of 'Valencia Heights', recorded in Book 21, Page 31 of Maricopa County Records;

thence along said centerline, South 0 degrees 05 minutes 12 seconds West, 32.00 feet;

thence along a line 33.00 feet North of and parallel with the South line of the Southeast Quarter of said Section 32, South 89 degrees 13 minutes 14 seconds East, 1979.54 feet to an angle point in the Southerly boundary of Town of Buckeye Annexation Ordinance 30-04, recorded in Document No. 2004-1289654 of Maricopa County Records;

thence along said Southerly boundary, North 0 degrees 09 minutes 55 seconds East, 32.00 feet;

thence along a line 65.00 feet North of and parallel with the South line of the Southeast Quarter of said Section 32, South 89 degrees 13 minutes 14 seconds East, 596.10 feet to a point on the Westerly boundary of that Transfer of County Right of Way to City of Buckeye Resolution No. 130-22, recorded in Document No. 2023-0134110 of Maricopa County Records;

thence along said Westerly boundary, South 0 degrees 09 minutes 55 seconds West, 65.00 feet;

thence continuing along said Westerly boundary and also along the South line of the Southeast Quarter of said Section 32, North 89 degrees 13 minutes 14 seconds West, 35.00 feet;

thence continuing along said Westerly boundary, South 0 degrees 21 minutes 14 seconds West, 40.00 feet;

thence along a line 40.00 feet South of and parallel with the South line of the Southeast Quarter of said Section 32, North 89 degrees 13 minutes 14 seconds West, 2540.69 feet;

thence along a line 40.00 feet South of and parallel with the South line of the Southwest Quarter of said Section 32, North 89 degrees 48 minutes 00 seconds West, 2652.44 feet;

thence along the West line of the Northwest Quarter of said Section 5, North 0 degrees 16 minutes 30 seconds East, 40.00 feet to the POINT OF BEGINNING.

EXCEPT that parcel described in Docket 2473, Page 409 of Maricopa County Records.

Contains 475,427 square feet or 10.9143 acres, more or less.

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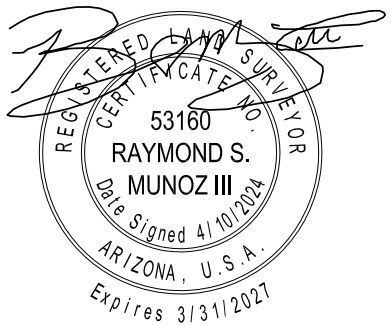
PHOENIX, AZ 85004
PHONE: 602-263-1177




MCDOWELL ROAD
PROPOSED ANNEXATION EXHIBIT

| | |
|---|---|
| DATE: 4/10/24 | PROJECT NUMBER 223233 |
| DSN: RSM | |
| DRN: RSM | |
| CHK: TAR | SHEET 2 OF 10 |

# LEGAL DESCRIPTION – PROPOSED ANNEXATION

Parcel No. 2:

COMMENCING at the Southwest Corner of said Section 33, from which the South Quarter Corner of said Section 33 bears South 89 degrees 32 minutes 14 seconds East, 2633.91 feet;

thence along the South line of the Southwest Quarter of said Section 33, South 89 degrees 32 minutes 14 seconds East, 40.00 feet to the POINT OF BEGINNING;

thence along the Easterly boundary of that Transfer of County Right of Way to City of Buckeye Resolution No. 130-22, recorded in Document No. 2023-0134110 of Maricopa County Records, North 0 degrees 09 minutes 55 seconds East, 65.00 feet;

thence along a line 65.00 feet North of and parallel with the South line of the Southwest Quarter of said Section 33, South 89 degrees 32 minutes 14 seconds East, 618.52 feet to a point on the West boundary of that parcel described in Document No. 2022-0824651 of Maricopa County Records;

thence along said West boundary, South 0 degrees 12 minutes 07 seconds West, 65.00 feet to a point on the South line of the Southwest Quarter of said Section 33;

thence along the East line of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of said Section 4, South 0 degrees 20 minutes 04 seconds West , 40.00 feet;

thence along a line 40.00 feet South of and parallel with the North line of the Northwest Quarter of said Section 4, North 89 degrees 32 minutes 14 seconds West, 593.49 feet to a point the Easterly boundary of said Transfer of County Right of Way to City of Buckeye Resolution No. 130-22;

thence along said Easterly boundary, North 0 degrees 21 minutes 14 seconds East, 40.00 feet;

thence along the North line of the Northwest Quarter of said Section 4, North 89 degrees 32 minutes 14 seconds West, 25.00 feet to the POINT OF BEGINNING.

Contains 48,479 square feet or 1.1129 acres, more or less.

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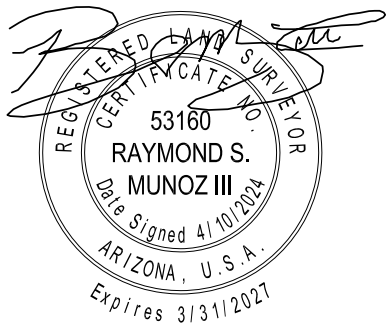


MCDOWELL ROAD
PROPOSED ANNEXATION EXHIBIT

| | |
|---|---|
| DATE: 4/10/24 | PROJECT NUMBER 223233 |
| DSN: RSM | |
| DRN: RSM | |
| CHK: TAR | SHEET 3 OF 10 |

# LEGAL DESCRIPTION – PROPOSED ANNEXATION

Parcel No. 3:

COMMENCING at the Southwest Corner of said Section 33, from which the South Quarter Corner of said Section 33 bears South 89 degrees 32 minutes 14 seconds East, 2633.91 feet;

thence along the South line of the Southwest Quarter of said Section 33, South 89 degrees 32 minutes 14 seconds East, 65.00 feet;

thence along the East line of the West 65.00 feet of the Northwest Quarter of said Section 4, South 0 degrees 21 minutes 14 seconds West, 50.00 feet to the POINT OF BEGINNING;

thence along a line 50.00 feet South of and parallel with the North line of the Northwest Quarter of said Section 4 and also along the South boundary of Town of Buckeye Ordinance No. 1-78, recorded in Docket 12888, Page 558 of Maricopa County Records, South 89 degrees 32 minutes 14 seconds East, 593.49 feet;

thence along the East line of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of said Section 4, South 0 degrees 20 minutes 04 seconds West, 15.00 feet;

thence along a line 65.00 feet South of and paralle with the North line of the Nothwest Quarter of said Section 4, North 89 degrees 32 minutes 14 seconds West, 593.50 feet;

thence along the Easterly boundary of that Transfer of County Right of Way to City of Buckeye Resolution No. 130-22, recorded in Document No. 2023-0134110 of Maricopa County Records, North 0 degrees 21 minutes 14 seconds East, 15.00 feet to the POINT OF BEGINNING.

Contains 8,902 square feet or 0.2044 acres, more or less.

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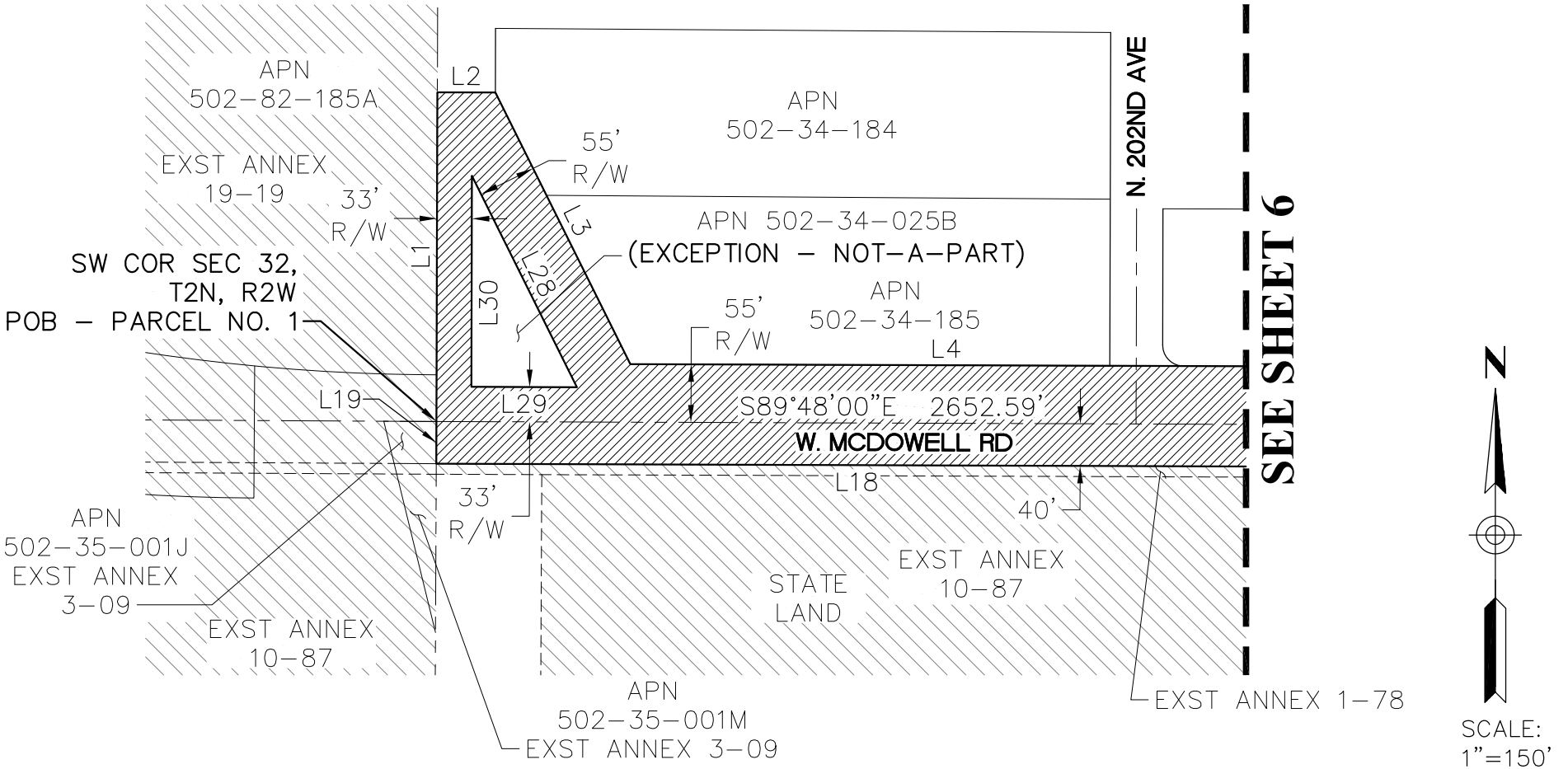
SUITE 900
PHOENIX, AZ 85004
PHONE: 602-263-1177

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53160
RAYMOND S.
MUNOZ III
Date Signed 4/10/2024
ARIZONA, U.S.A.
Expires 3/31/2027

MCDOWELL ROAD
PROPOSED ANNEXATION EXHIBIT

| | |
|---|---|
| DATE: 4/10/24 | PROJECT NUMBER 223233 |
| DSN: RSM | |
| DRN: RSM | |
| CHK: TAR | SHEET 4 OF 10 |

# EXHIBIT A

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53160
RAYMOND S.
MUNOZ III
Date Signed 4/10/2024
ARIZONA, U.S.A.
Expires 3/31/2027

MCDOWELL ROAD
PROPOSED ANNEXATION EXHIBIT

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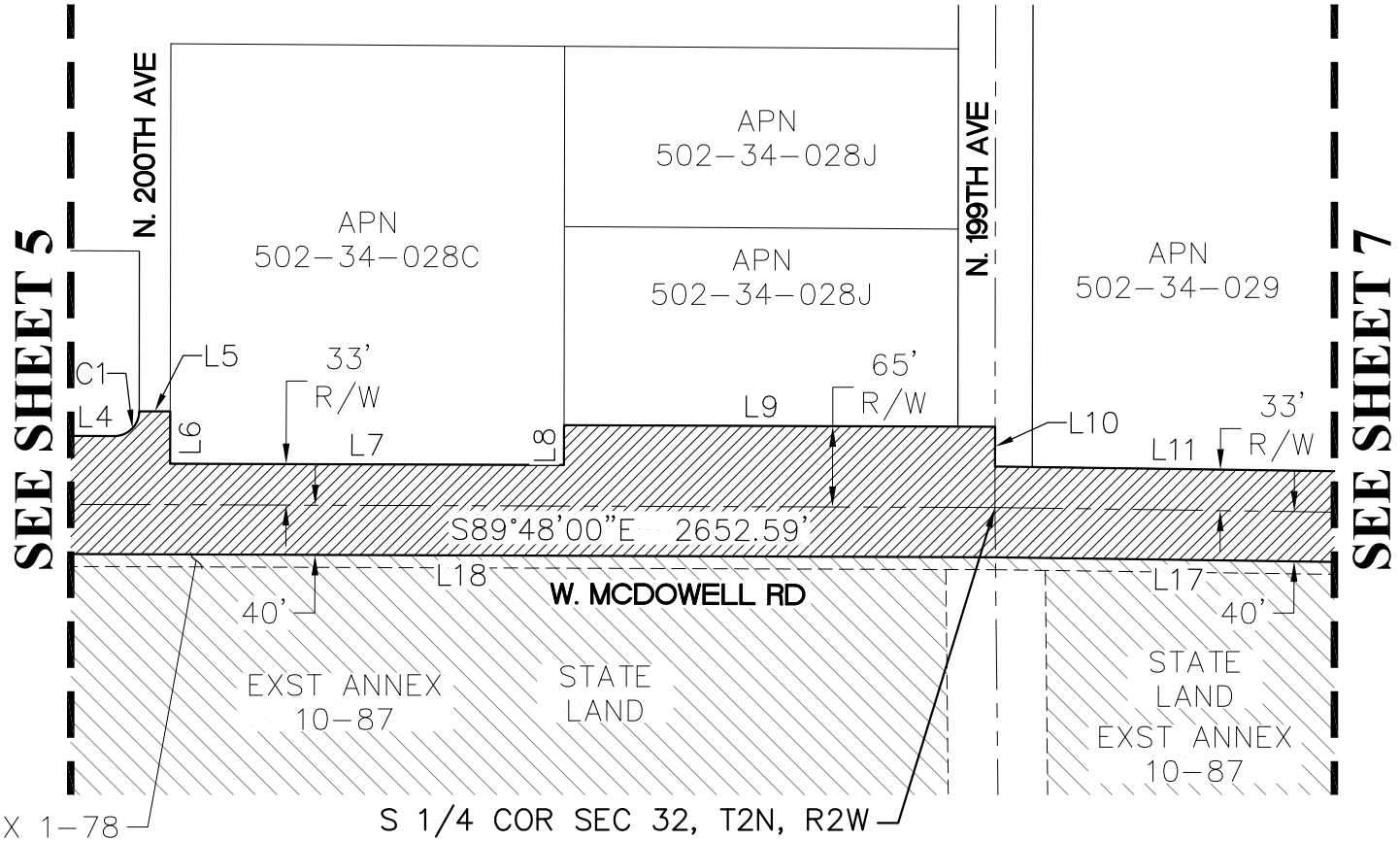
|---|---|
| DATE: 4/10/24 | PROJECT NUMBER 223233 |
| DSN: RSM | |
| DRN: RSM | |
| CHK: TAR | SHEET 5 OF 10 |

# EXHIBIT A

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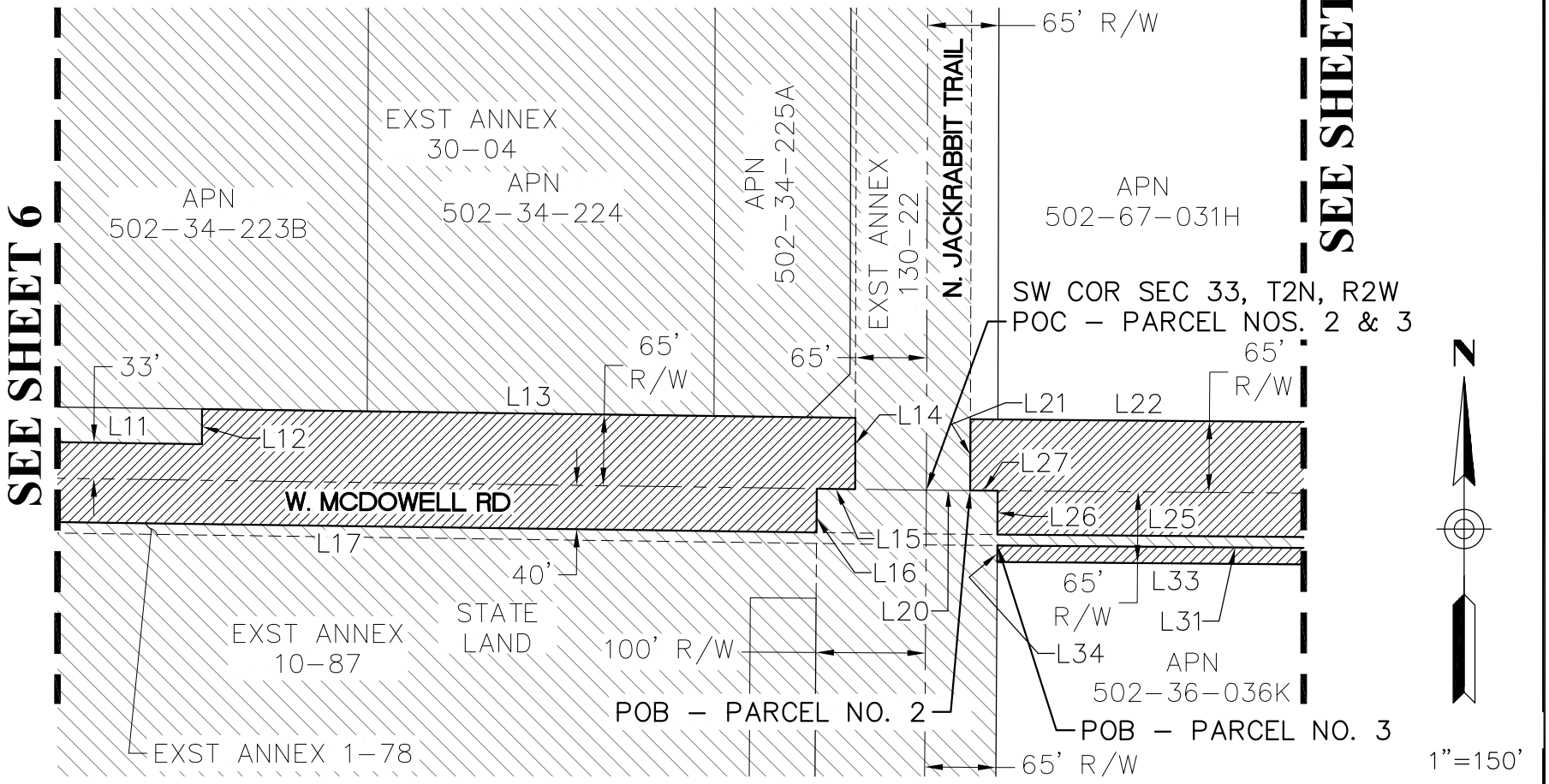


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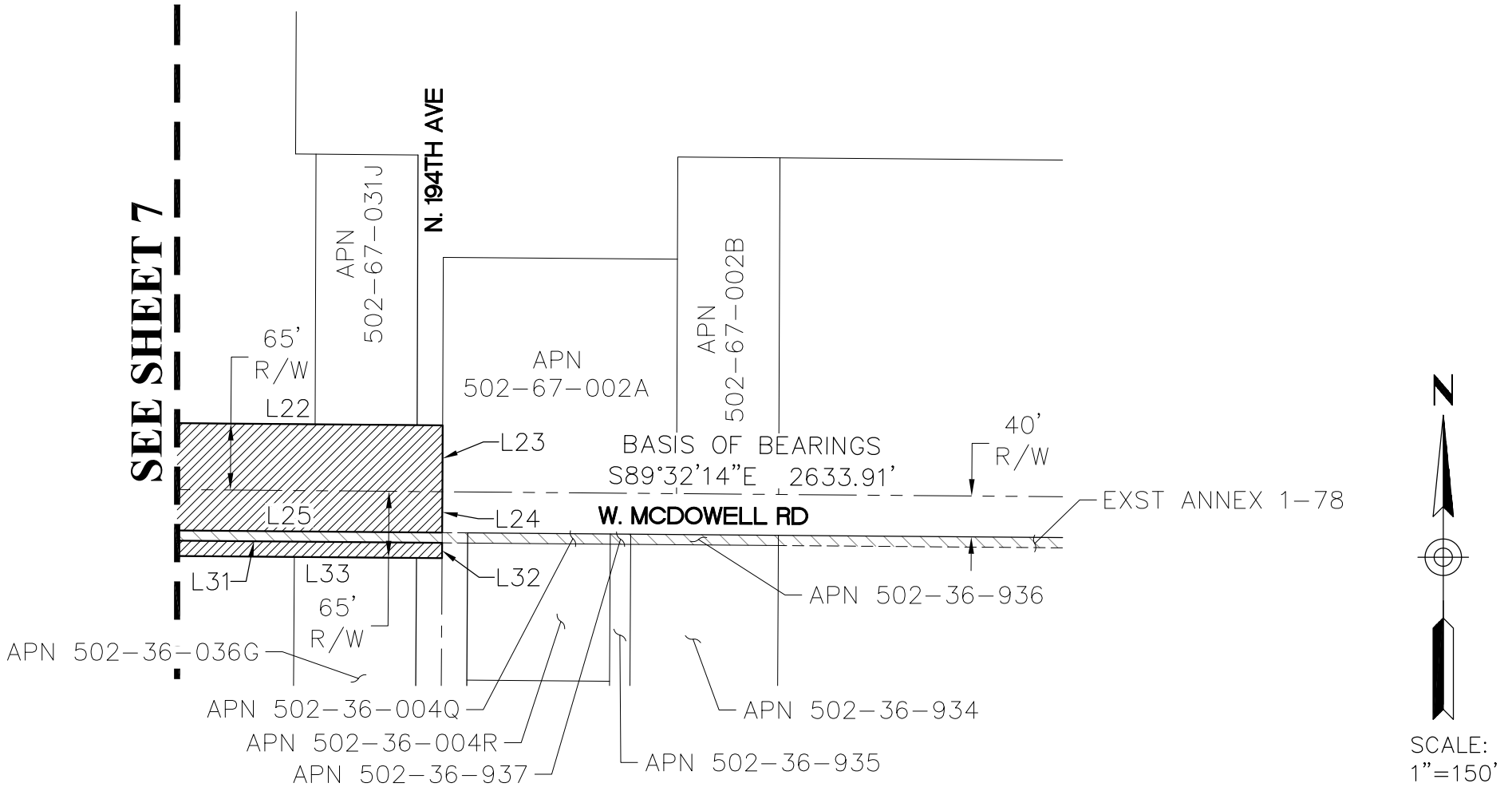


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| CHK: TAR | SHEET 8 OF 10 |

# EXHIBIT A

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N0°09'10"E | 312.02' |
| L2 | S89°50'50"E | 55.00' |
| L3 | S26°23'54"E | 287.49' |
| L4 | S89°48'00"E | 1760.26' |
| L5 | S89°53'52"E | 25.00' |
| L6 | S0°06'08"W | 42.08' |
| L7 | S89°48'00"E | 316.86' |
| L8 | N0°05'40"E | 32.00' |
| L9 | S89°48'00"E | 346.86' |
| L10 | S0°05'12"W | 32.00' |
| L11 | S89°13'14"E | 1979.54' |
| L12 | N0°09'55"E | 32.00' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L13 | S89°13'14"E | 596.10' |
| L14 | S0°09'55"W | 65.00' |
| L15 | N89°13'14"W | 35.00' |
| L16 | S0°21'14"W | 40.00' |
| L17 | N89°13'14"W | 2540.69' |
| L18 | N89°48'00"W | 2652.44' |
| L19 | N0°16'30"E | 40.00' |
| L20 | S89°32'14"E | 40.00' |
| L21 | N0°09'55"E | 65.00' |
| L22 | S89°32'14"E | 618.52' |
| L23 | S0°12'07"W | 65.00' |
| L24 | S0°20'04"W | 40.00' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L25 | N89°32'14"W | 593.49' |
| L26 | N0°21'14"E | 40.00' |
| L27 | N89°32'14"W | 25.00' |
| L28 | S26°23'54"E | 223.71' |
| L29 | N89°48'00"W | 100.00' |
| L30 | N0°09'10"E | 200.03' |
| L31 | S89°32'14"E | 593.49' |
| L32 | S0°20'04"W | 15.00' |
| L33 | N89°32'14"W | 593.50' |
| L34 | N0°21'14"E | 15.00' |

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MCDOWELL ROAD
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| DSN: RSM | |
| DRN: RSM | |
| CHK: TAR | SHEET 9 OF 10 |

# EXHIBIT A

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | DELTA | RADIUS | LENGTH |
| C1 | 90°05'52" | 20.00' | 31.45' |

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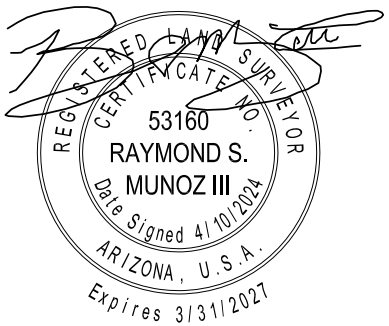


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| CHK: TAR | SHEET 10 OF 10 |

**When Recorded Return to:**
City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

**ORDINANCE NO. 17-24**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE TRANSFER OF CERTAIN RIGHTS-OF-WAY AND ROADWAYS GENERALLY LOCATED ON MCDOWELL ROAD FROM TUTHILL WASH TO 194TH AVENUE.**

**WHEREAS**, Arizona Revised Statutes ("A.R.S.") § 9-471(O) provides that a county right-of-way or roadway may be transferred to an adjacent city or town by mutual consent of the governing bodies of the county and the receiving city, if the county and the city each approve the proposed transfer as a published agenda item at regular public meetings of their respective governing bodies; and

**WHEREAS**, pursuant to A.R.S. § 9-471(O), property so transferred shall be treated as though it were newly annexed territory; and

**WHEREAS**, the Maricopa County rights-of-way and roadways to be transferred pursuant to this ordinance are generally located on McDowell Road from Tuthill Wash to 194th Avenue, as legally described and depicted in the attached Exhibit A, incorporated herein by this express reference; and

**WHEREAS**, this ordinance has been acted upon as a published agenda item at a regular public meeting of the Buckeye City Council.

**NOW THEREFORE BE IT ORDAINED**, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

Section 1. The foregoing recitals are incorporated as if fully set forth herein.

Section 2. Pursuant to the provisions of A.R.S. § 9-471(O), the City hereby approves and consents to the transfer by Maricopa County to the City of the County rights-of-way and roadways described and depicted in Exhibit A.

Section 3. Upon approval by the Maricopa County Board of Supervisors, the rights-of-way and roadways described and depicted in Exhibit A shall be treated by the City as newly annexed territory, and the City will be responsible for maintaining these rights-of-way and roadways.

Section 4. The Mayor, City Manager, City Clerk, and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this ordinance, and to ensure that a copy of this Ordinance, together with documentation of approval by the Maricopa County Board of Supervisors, is recorded in the Office of the Maricopa County Recorder.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Buckeye, Arizona, this 6th day of August, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

**EXHIBIT A**
**TO**
**ORDINANCE NO. 17-24**
**[Legal Description and Depiction]**

**(See following pages)**

# LEGAL DESCRIPTION – PROPOSED ANNEXATION

Portions of Sections 32 and 33, Township 2 North, Range 2 West and Sections 4 and 5, Township 1 North, Range 2 West, of the Gila and Salt River meridian, Maricopa County, Arizona, more particularly described as follows:

Parcel No. 1:

BEGINNING at the Southwest Corner of said Section 32, from which the South Quarter Corner of said Section 32 bears South 89 degrees 48 minutes 00 seconds East, 2652.59 feet;

thence along the West line of the Southwest Quarter of said Section 32, North 0 degrees 09 minutes 10 seconds East, 312.02 feet;

thence South 89 degrees 50 minutes 50 seconds East, 55.00 feet to an angle point in the Westerly boundary of Lot 15 of that plat of 'Valencia Village Annex' recorded in Book 172, Page 30 of Maricopa County Records;

thence along the Southwesterly boundary of Lots 15 and 16 of said plat of 'Valencia Village Annex', South 26 degrees 23 minutes 54 seconds East, 287.49 feet;

thence along a line 55.00 feet North of and parallel with the South line of the Southwest Quarter of said Section 32; South 89 degrees 48 minutes 00 seconds East, 1760.26 feet to the beginning of a curve, concave Northwest, having a radius of 20.00 feet;

thence Northeasterly 31.45 feet along the arc of said curve to the left through a central angle of 90 degrees 05 minutes 52 seconds to a point on the Westerly right-of-way of 200th Avenue as shown on that plat of 'Valencia Heights' recorded in Book 139, Page 23 of Maricopa County Records;

thence on a non-tangent line South 89 degrees 53 minutes 52 seconds East, 25.00 feet to a point on the West boundary of that parcel described in Document No. 1992-0675483 of Maricopa County records;

thence along said West boundary, South 0 degrees 06 minutes 08 seconds West, 42.08 feet;

thence along a line 33.00 feet North of and parallel with the South line of the Southwest Quarter of said Section 32, South 89 degrees 48 minutes 00 seconds East, 316.86 feet;

thence along the East boundary of said parcel, North 0 degrees 05 minutes 40 seconds East, 32.00 feet;

thence along a line 65.00 feet North of and parallel with the South line of the Southwest Quarter of said Section 32, South 89

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PHONE: 602-263-1177

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53160
RAYMOND S.
MUNOZ III
Date Signed 4/10/2024
ARIZONA, U.S.A.
Expires 3/31/2027

MCDOWELL ROAD
PROPOSED ANNEXATION EXHIBIT

| | |
|---|---|
| DATE: 4/10/24 | PROJECT NUMBER 223233 |
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| CHK: TAR | SHEET 1 OF 10 |

# LEGAL DESCRIPTION – PROPOSED ANNEXATION

degrees 48 minutes 00 seconds East, 346.86 feet to a point on the centerline of 199th Avenue (formerly Dinmore Road) as shown on that plat of 'Valencia Heights', recorded in Book 21, Page 31 of Maricopa County Records;

thence along said centerline, South 0 degrees 05 minutes 12 seconds West, 32.00 feet;

thence along a line 33.00 feet North of and parallel with the South line of the Southeast Quarter of said Section 32, South 89 degrees 13 minutes 14 seconds East, 1979.54 feet to an angle point in the Southerly boundary of Town of Buckeye Annexation Ordinance 30-04, recorded in Document No. 2004-1289654 of Maricopa County Records;

thence along said Southerly boundary, North 0 degrees 09 minutes 55 seconds East, 32.00 feet;

thence along a line 65.00 feet North of and parallel with the South line of the Southeast Quarter of said Section 32, South 89 degrees 13 minutes 14 seconds East, 596.10 feet to a point on the Westerly boundary of that Transfer of County Right of Way to City of Buckeye Resolution No. 130-22, recorded in Document No. 2023-0134110 of Maricopa County Records;

thence along said Westerly boundary, South 0 degrees 09 minutes 55 seconds West, 65.00 feet;

thence continuing along said Westerly boundary and also along the South line of the Southeast Quarter of said Section 32, North 89 degrees 13 minutes 14 seconds West, 35.00 feet;

thence continuing along said Westerly boundary, South 0 degrees 21 minutes 14 seconds West, 40.00 feet;

thence along a line 40.00 feet South of and parallel with the South line of the Southeast Quarter of said Section 32, North 89 degrees 13 minutes 14 seconds West, 2540.69 feet;

thence along a line 40.00 feet South of and parallel with the South line of the Southwest Quarter of said Section 32, North 89 degrees 48 minutes 00 seconds West, 2652.44 feet;

thence along the West line of the Northwest Quarter of said Section 5, North 0 degrees 16 minutes 30 seconds East, 40.00 feet to the POINT OF BEGINNING.

EXCEPT that parcel described in Docket 2473, Page 409 of Maricopa County Records.

Contains 475,427 square feet or 10.9143 acres, more or less.

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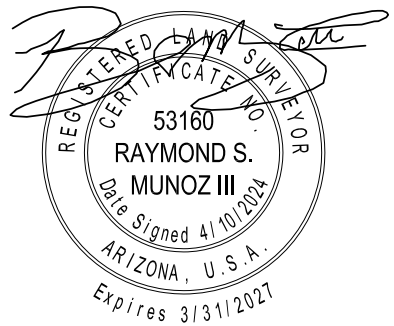


MCDOWELL ROAD
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|---|---|
| DATE: 4/10/24 | PROJECT NUMBER 223233 |
| DSN: RSM | |
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| CHK: TAR | SHEET 2 OF 10 |

# LEGAL DESCRIPTION – PROPOSED ANNEXATION

Parcel No. 2:

COMMENCING at the Southwest Corner of said Section 33, from which the South Quarter Corner of said Section 33 bears South 89 degrees 32 minutes 14 seconds East, 2633.91 feet;

thence along the South line of the Southwest Quarter of said Section 33, South 89 degrees 32 minutes 14 seconds East, 40.00 feet to the POINT OF BEGINNING;

thence along the Easterly boundary of that Transfer of County Right of Way to City of Buckeye Resolution No. 130-22, recorded in Document No. 2023-0134110 of Maricopa County Records, North 0 degrees 09 minutes 55 seconds East, 65.00 feet;

thence along a line 65.00 feet North of and parallel with the South line of the Southwest Quarter of said Section 33, South 89 degrees 32 minutes 14 seconds East, 618.52 feet to a point on the West boundary of that parcel described in Document No. 2022-0824651 of Maricopa County Records;

thence along said West boundary, South 0 degrees 12 minutes 07 seconds West, 65.00 feet to a point on the South line of the Southwest Quarter of said Section 33;

thence along the East line of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of said Section 4, South 0 degrees 20 minutes 04 seconds West , 40.00 feet;

thence along a line 40.00 feet South of and parallel with the North line of the Northwest Quarter of said Section 4, North 89 degrees 32 minutes 14 seconds West, 593.49 feet to a point the Easterly boundary of said Transfer of County Right of Way to City of Buckeye Resolution No. 130-22;

thence along said Easterly boundary, North 0 degrees 21 minutes 14 seconds East, 40.00 feet;

thence along the North line of the Northwest Quarter of said Section 4, North 89 degrees 32 minutes 14 seconds West, 25.00 feet to the POINT OF BEGINNING.

Contains 48,479 square feet or 1.1129 acres, more or less.

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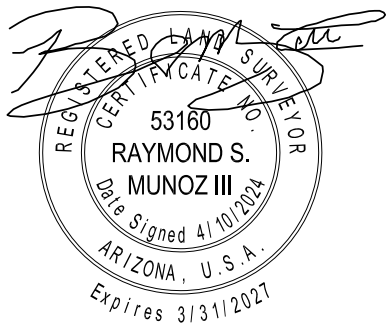


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| CHK: TAR | SHEET 3 OF 10 |

# LEGAL DESCRIPTION – PROPOSED ANNEXATION

Parcel No. 3:

COMMENCING at the Southwest Corner of said Section 33, from which the South Quarter Corner of said Section 33 bears South 89 degrees 32 minutes 14 seconds East, 2633.91 feet;

thence along the South line of the Southwest Quarter of said Section 33, South 89 degrees 32 minutes 14 seconds East, 65.00 feet;

thence along the East line of the West 65.00 feet of the Northwest Quarter of said Section 4, South 0 degrees 21 minutes 14 seconds West, 50.00 feet to the POINT OF BEGINNING;

thence along a line 50.00 feet South of and parallel with the North line of the Northwest Quarter of said Section 4 and also along the South boundary of Town of Buckeye Ordinance No. 1-78, recorded in Docket 12888, Page 558 of Maricopa County Records, South 89 degrees 32 minutes 14 seconds East, 593.49 feet;

thence along the East line of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of said Section 4, South 0 degrees 20 minutes 04 seconds West, 15.00 feet;

thence along a line 65.00 feet South of and paralle with the North line of the Nothwest Quarter of said Section 4, North 89 degrees 32 minutes 14 seconds West, 593.50 feet;

thence along the Easterly boundary of that Transfer of County Right of Way to City of Buckeye Resolution No. 130-22, recorded in Document No. 2023-0134110 of Maricopa County Records, North 0 degrees 21 minutes 14 seconds East, 15.00 feet to the POINT OF BEGINNING.

Contains 8,902 square feet or 0.2044 acres, more or less.

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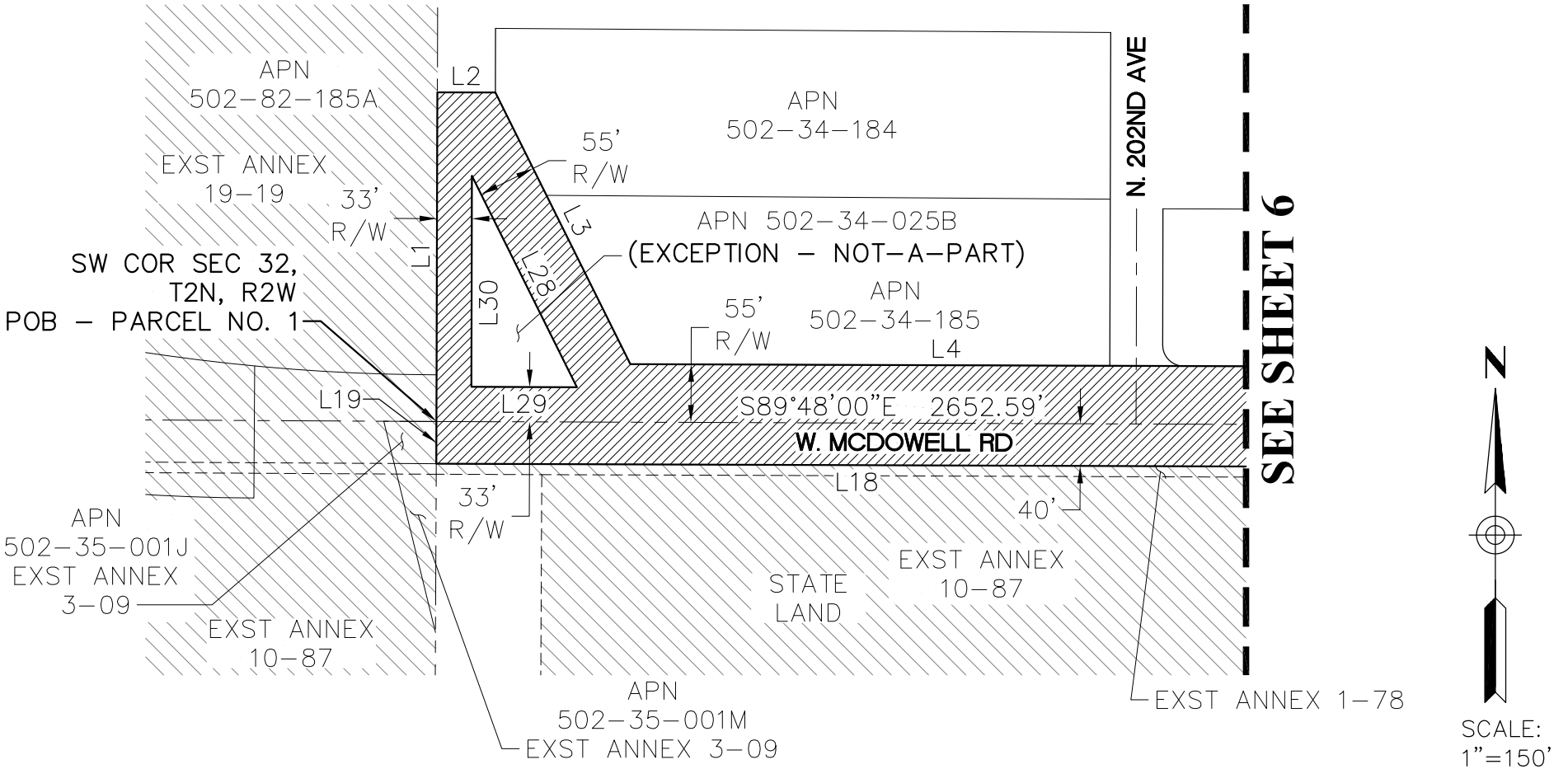
# EXHIBIT A

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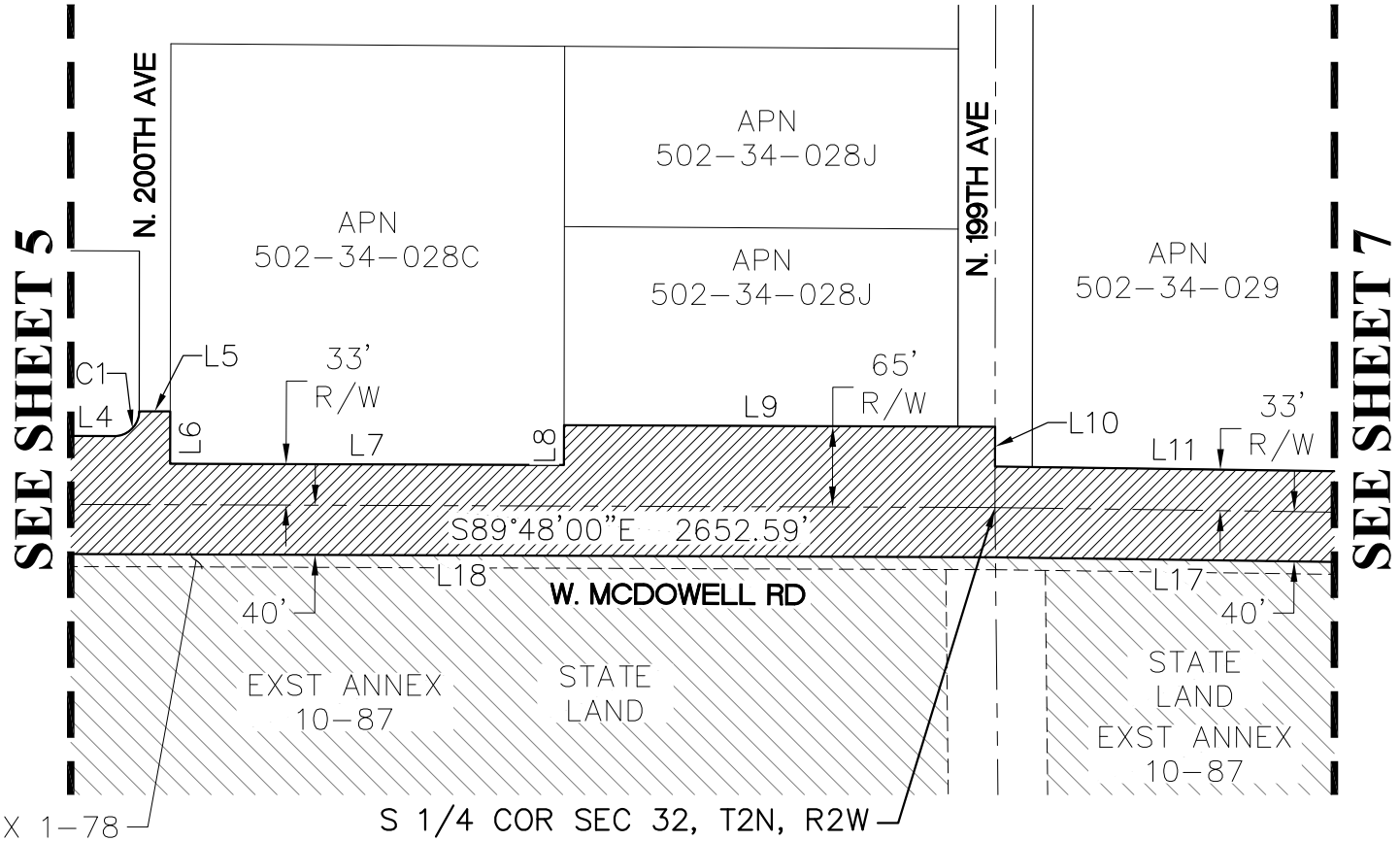


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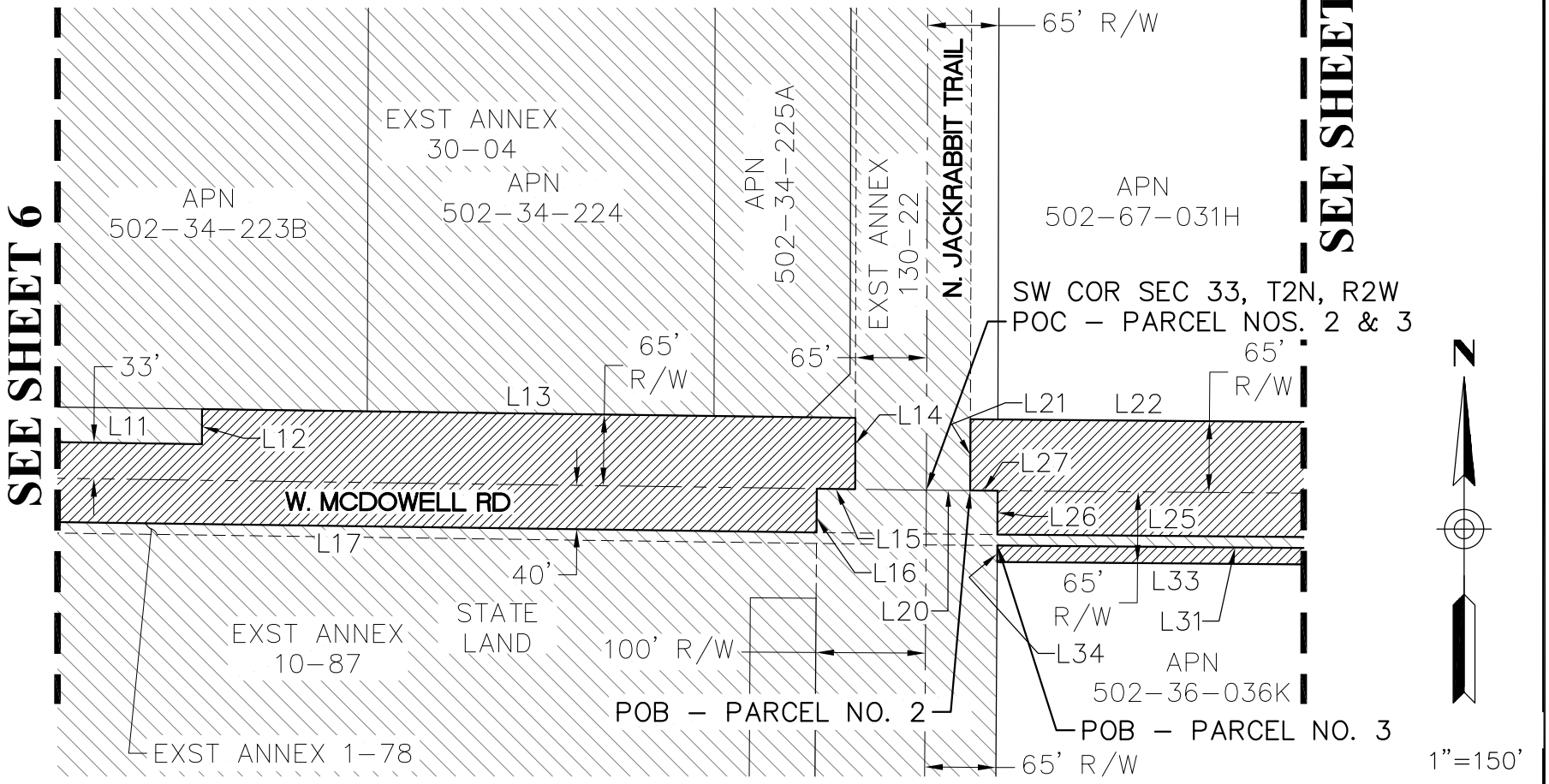


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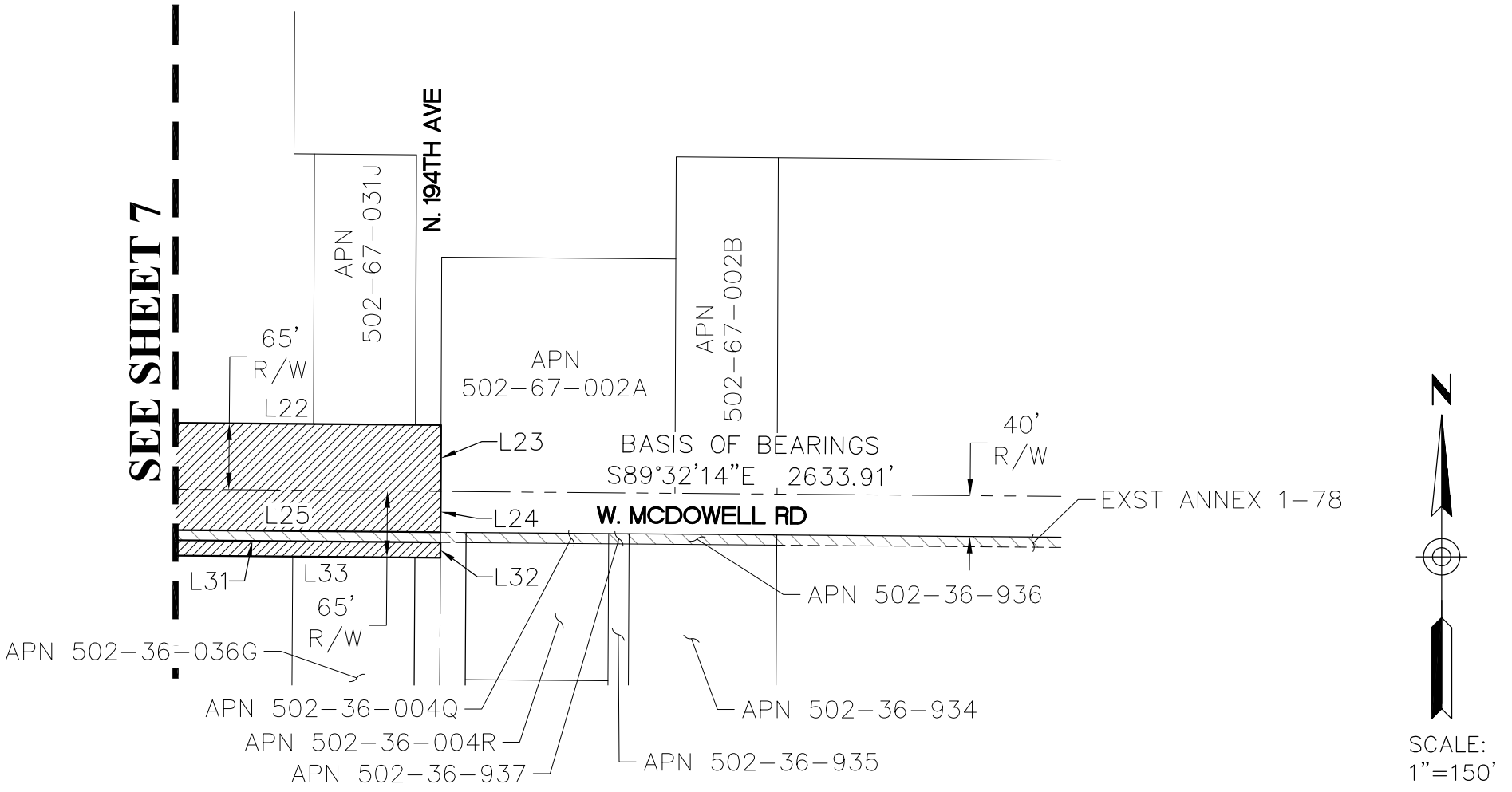


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# EXHIBIT A

| LINE TABLE | | |
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| L3 | S26°23'54"E | 287.49' |
| L4 | S89°48'00"E | 1760.26' |
| L5 | S89°53'52"E | 25.00' |
| L6 | S0°06'08"W | 42.08' |
| L7 | S89°48'00"E | 316.86' |
| L8 | N0°05'40"E | 32.00' |
| L9 | S89°48'00"E | 346.86' |
| L10 | S0°05'12"W | 32.00' |
| L11 | S89°13'14"E | 1979.54' |
| L12 | N0°09'55"E | 32.00' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L13 | S89°13'14"E | 596.10' |
| L14 | S0°09'55"W | 65.00' |
| L15 | N89°13'14"W | 35.00' |
| L16 | S0°21'14"W | 40.00' |
| L17 | N89°13'14"W | 2540.69' |
| L18 | N89°48'00"W | 2652.44' |
| L19 | N0°16'30"E | 40.00' |
| L20 | S89°32'14"E | 40.00' |
| L21 | N0°09'55"E | 65.00' |
| L22 | S89°32'14"E | 618.52' |
| L23 | S0°12'07"W | 65.00' |
| L24 | S0°20'04"W | 40.00' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L25 | N89°32'14"W | 593.49' |
| L26 | N0°21'14"E | 40.00' |
| L27 | N89°32'14"W | 25.00' |
| L28 | S26°23'54"E | 223.71' |
| L29 | N89°48'00"W | 100.00' |
| L30 | N0°09'10"E | 200.03' |
| L31 | S89°32'14"E | 593.49' |
| L32 | S0°20'04"W | 15.00' |
| L33 | N89°32'14"W | 593.50' |
| L34 | N0°21'14"E | 15.00' |

ARDURRA
602-263-1177
www ardurra com

1001 N. CENTRAL AVENUE,
SUITE 900
PHOENIX, AZ 85004
PHONE: 602-263-1177

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
53160
RAYMOND S.
MUNOZ III
Date Signed 4/10/2024
ARIZONA, U.S.A.
Expires 3/31/2027

MCDOWELL ROAD
PROPOSED ANNEXATION EXHIBIT

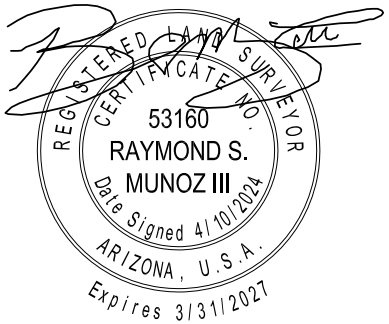
| | |
|---|---|
| DATE: 4/10/24 | PROJECT NUMBER 223233 |
| DSN: RSM | |
| DRN: RSM | |
| CHK: TAR | SHEET 9 OF 10 |

# EXHIBIT A

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | DELTA | RADIUS | LENGTH |
| C1 | 90°05'52" | 20.00' | 31.45' |

ARDURRA
602-263-1177
www ardurra com

1001 N. CENTRAL AVENUE,
SUITE 900
PHOENIX, AZ 85004
PHONE: 602-263-1177




MCDOWELL ROAD
PROPOSED ANNEXATION EXHIBIT

| | |
|---|---|
| DATE: 4/10/24 | PROJECT NUMBER 223233 |
| DSN: RSM | |
| DRN: RSM | |
| CHK: TAR | SHEET 10 OF 10 |

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.H. DS - Ordinance No. 18-24 - Solana Villas Right-of-Way (ROW) Annexation |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** 2 |
| **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
The City is the applicant for this annexation request. The purpose of this request is to annex certain Maricopa County right-of-way located on MC 85 west of Miller Road. This annexation will allow the City of Buckeye to complete future roadway improvements. No public hearing is required. This annexation will improve traffic circulation in the area and further streamline the civil permitting process within the rights-of-way.

**BENEFITS:**
This annexation will improve traffic circulation in the area and further streamline the civil permitting process within the right-of-way.

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
PLZM-24-0061 Solana Villas ROW Vicinity Map.pdf
PLZM-24-0061 - Narrative - Solana Villas Annexation
SOLANA VILLAS ROW ANNEXATION2.pdf
Ordinance No. 18-24 w exhibits.pdf


SUBJECT PROPERTY
W MC 85 HWY
W MC85
E MONROE AVE
Solana Villas
MILLER ROAD
N 1ST ST
N 4TH ST
S 4TH ST
S 7TH ST
S 255TH AVE
W SAMANTHA WAY

MC 85 (Solana Villas) Annexation

The surrounding areas of this portion of MC 85 have been annexed into the City of Buckeye including the intersection of 1st Street and MC 85 and the privately owned parcels to the south. Annexing this area will avoid any challenges for the city concerning construction of this corridor.

The purpose of this request is to annex the Maricopa County jurisdiction areas of MC 85, from the west side of 1st Street intersection to approximately 803 feet west into the City of Buckeye. The areas included in this request contain a width of 66 feet within this highway corridor. This will allow the city to complete the roadway construction for the Solana Villas development.

RIGHT OF WAY ANNEXATION

# EXHIBIT "A"

SITUATED IN THE EAST HALF OF SECTION 6, T.1S.,
R.3W., MARICOPA COUNTY, ARIZONA

A PORTION OF THE EAST HALF OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6, FROM WHICH, FOR A BASIS OF BEARINGS, THE WEST QUARTER CORNER OF SAID SECTION 6 BEARS SOUTH 89°46'01" WEST, A DISTANCE OF 5268.41 FEET, THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 89°46'01" WEST, ALONG THE EAST–WEST MIDSECTION LINE OF SAID SECTION 6, A DISTANCE OF 89.69 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°13'59" EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 33.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 6;
THENCE SOUTH 89°46'01" WEST, ALONG A LINE PARALLEL WITH AND 33.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, A DISTANCE OF 802.75 FEET;
THENCE NORTH 00°13'59" WEST, A DISTANCE OF 66.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 33.00 FEET OF THE NORTHEAST QUARTER OF SECTION 6;
THENCE NORTH 89°46'01" EAST, ALONG A LINE PARALLEL WITH AND 33.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 6, A DISTANCE OF 802.75 FEET;
THENCE SOUTH 00°13'59" EAST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 57,981.51 SQ.FT OR 1.331 ACRES, MORE OR LESS.

COOPER AERIAL SURVEYS, CO.
11402 N. CAVE CREEK ROAD,
PHOENIX, AZ 85020
brett@cooperaerial.com
PH: (602) 678–5111
JOB NO. 19258

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41896
BRETT L.
NOWACKI
12/20/22
Date signed
ARIZONA U.S.A.

| REV: | BY: | CHKD: | DATE: |
|---|---|---|---|
| A | BLN | BLN | 11/8/22 |
| B | BLN | BLN | 11/22/22 |
| C | BLN | BLN | 12/20/22 |
| | | | |

RIGHT OF WAY ANNEXATION

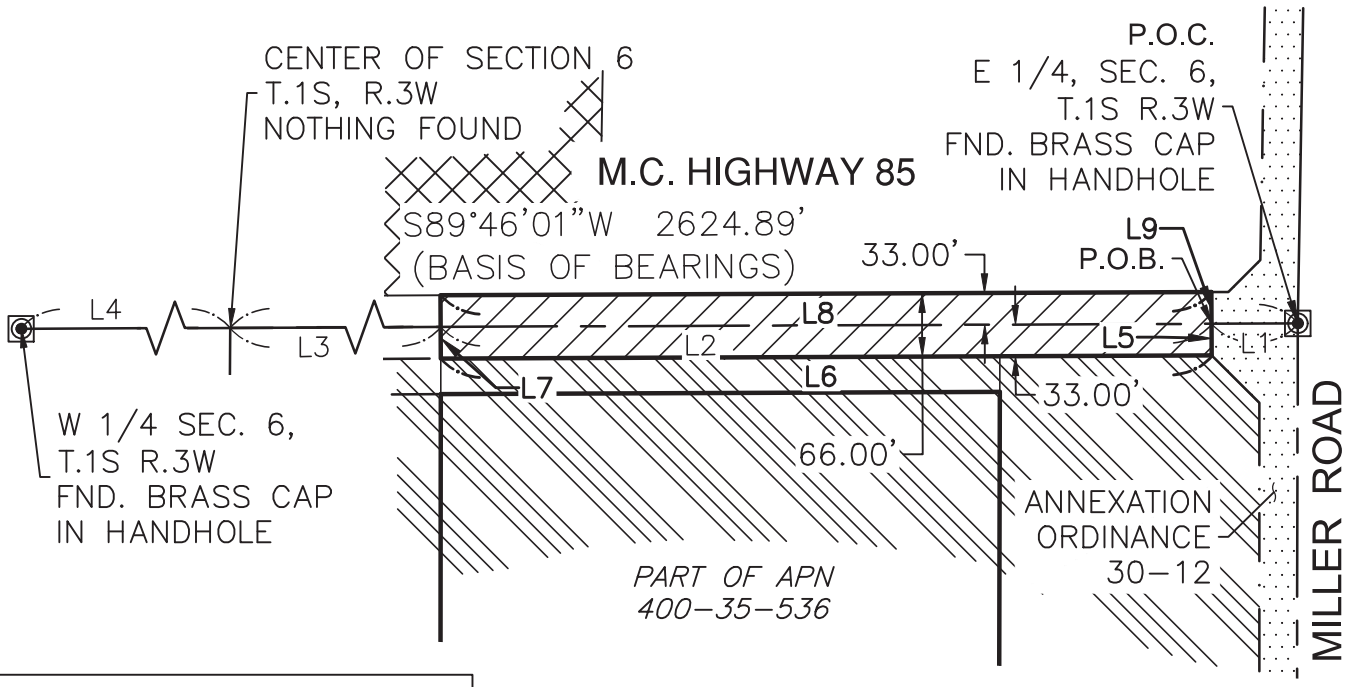
# EXHIBIT B

SITUATED IN THE EAST HALF OF SECTION 6, T.1S., R.3W., MARICOPA COUNTY ARIZONA



NORTH

SCALE 1"=200'




| LINE TABLE | | |
|---|---|---|
| LINE# | LENGTH | DIRECTION |
| L1 | 89.69' | S89°46'01"W |
| L2 | 802.75' | S89°46'01"W |
| L3 | 1732.45' | S89°46'01"W |
| L4 | 2643.52' | S89°46'01"W |
| L5 | 33.00' | S00°13'59"E |
| L6 | 802.75' | S89°46'01"W |
| L7 | 66.00' | N00°13'59"W |
| L8 | 802.75' | N89°46'01"E |
| L9 | 33.00' | S00°13'59"E |

ANNEXATION ORDINANCE 16-87

ANNEXATION ORDINANCE 30-12

ANNEXATION ORDINANCE 18-22

COOPER AERIAL SURVEYS, CO.
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PHOENIX, AZ 85020
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| B | BLN | BLN | 11/22/22 |
| C | BLN | BLN | 12/20/22 |
| | | | |

**When Recorded Return to:**
City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

**ORDINANCE NO. 18-24**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, 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.**

**WHEREAS**, Arizona Revised Statutes ("A.R.S.") § 9-471(O) provides that a county right-of-way or roadway may be transferred to an adjacent city or town by mutual consent of the governing bodies of the county and the receiving city, if the county and the city each approve the proposed transfer as a published agenda item at regular public meetings of their respective governing bodies; and

**WHEREAS**, pursuant to A.R.S. § 9-471(O), property so transferred shall be treated as though it were newly annexed territory; and

**WHEREAS**, the Maricopa County rights-of-way and roadways to be transferred pursuant to this ordinance are generally located along MC 85 from the west side of the 1st Street intersection, continuing west thereafter approximately 803 feet, as legally described and depicted in the attached Exhibit A, incorporated herein by this express reference; and

**WHEREAS**, this ordinance has been acted upon as a published agenda item at a regular public meeting of the Buckeye City Council.

**NOW THEREFORE BE IT ORDAINED**, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

Section 1. The foregoing recitals are incorporated as if fully set forth herein.

Section 2. Pursuant to the provisions of A.R.S. § 9-471(O), the City hereby approves and consents to the transfer by Maricopa County to the City of the County rights-of-way and roadways described and depicted in Exhibit A.

Section 3. Upon approval by the Maricopa County Board of Supervisors, the rights-of-way and roadways described and depicted in Exhibit A shall be treated by the City as newly annexed territory, and the City will be responsible for maintaining these rights-of-way and roadways.

Section 4. The Mayor, City Manager, City Clerk, and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this ordinance, and to ensure that a copy of this Ordinance, together with documentation of approval by the Maricopa County Board of Supervisors, is recorded in the Office of the Maricopa County Recorder.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Buckeye, Arizona, this 6th day of August, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

**EXHIBIT A**
**TO**
**ORDINANCE NO. 18-24**
**[Legal Description and Depiction]**

**(See following pages)**

RIGHT OF WAY ANNEXATION

# EXHIBIT "A"

SITUATED IN THE EAST HALF OF SECTION 6, T.1S.,
R.3W., MARICOPA COUNTY, ARIZONA

A PORTION OF THE EAST HALF OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6, FROM WHICH, FOR A BASIS OF BEARINGS, THE WEST QUARTER CORNER OF SAID SECTION 6 BEARS SOUTH 89°46'01" WEST, A DISTANCE OF 5268.41 FEET, THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 89°46'01" WEST, ALONG THE EAST–WEST MIDSECTION LINE OF SAID SECTION 6, A DISTANCE OF 89.69 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°13'59" EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 33.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 6;
THENCE SOUTH 89°46'01" WEST, ALONG A LINE PARALLEL WITH AND 33.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, A DISTANCE OF 802.75 FEET;
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THENCE SOUTH 00°13'59" EAST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 57,981.51 SQ.FT OR 1.331 ACRES, MORE OR LESS.

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JOB NO. 19258

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41896
BRETT L.
NOWACKI
12/20/22
Date signed
ARIZONA U.S.A.

| REV: | BY: | CHKD: | DATE: |
|---|---|---|---|
| A | BLN | BLN | 11/8/22 |
| B | BLN | BLN | 11/22/22 |
| C | BLN | BLN | 12/20/22 |
| | | | |

RIGHT OF WAY ANNEXATION

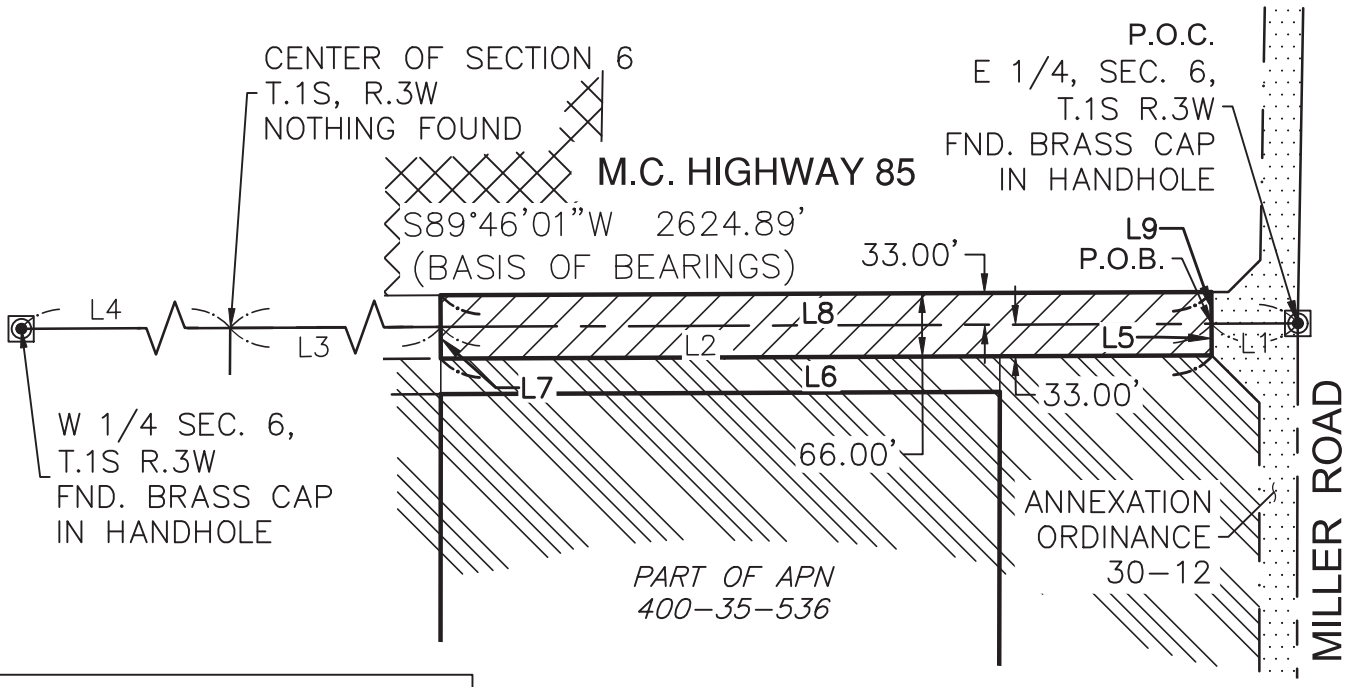
# EXHIBIT B

SITUATED IN THE EAST HALF OF SECTION 6, T.1S., R.3W., MARICOPA COUNTY ARIZONA



NORTH

SCALE 1"=200'




| LINE TABLE | | |
|---|---|---|
| LINE# | LENGTH | DIRECTION |
| L1 | 89.69' | S89°46'01"W |
| L2 | 802.75' | S89°46'01"W |
| L3 | 1732.45' | S89°46'01"W |
| L4 | 2643.52' | S89°46'01"W |
| L5 | 33.00' | S00°13'59"E |
| L6 | 802.75' | S89°46'01"W |
| L7 | 66.00' | N00°13'59"W |
| L8 | 802.75' | N89°46'01"E |
| L9 | 33.00' | S00°13'59"E |

ANNEXATION ORDINANCE 16-87

ANNEXATION ORDINANCE 30-12

ANNEXATION ORDINANCE 18-22

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PHOENIX, AZ 85020
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| C | BLN | BLN | 12/20/22 |
| | | | |

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.I. DS - Replat of Lot 3 of Valencia Heights (Avilla Marigold Multifamily) - Replat - PLZS-23-00029 |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** Council District 6 |
| **STAFF LIAISON:** Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 208-8830 | |
| **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 "Replat of Lot 3 of Valencia Heights" located west of the southwest corner of Jackrabbit Trail and Thomas Road.

## SUMMARY

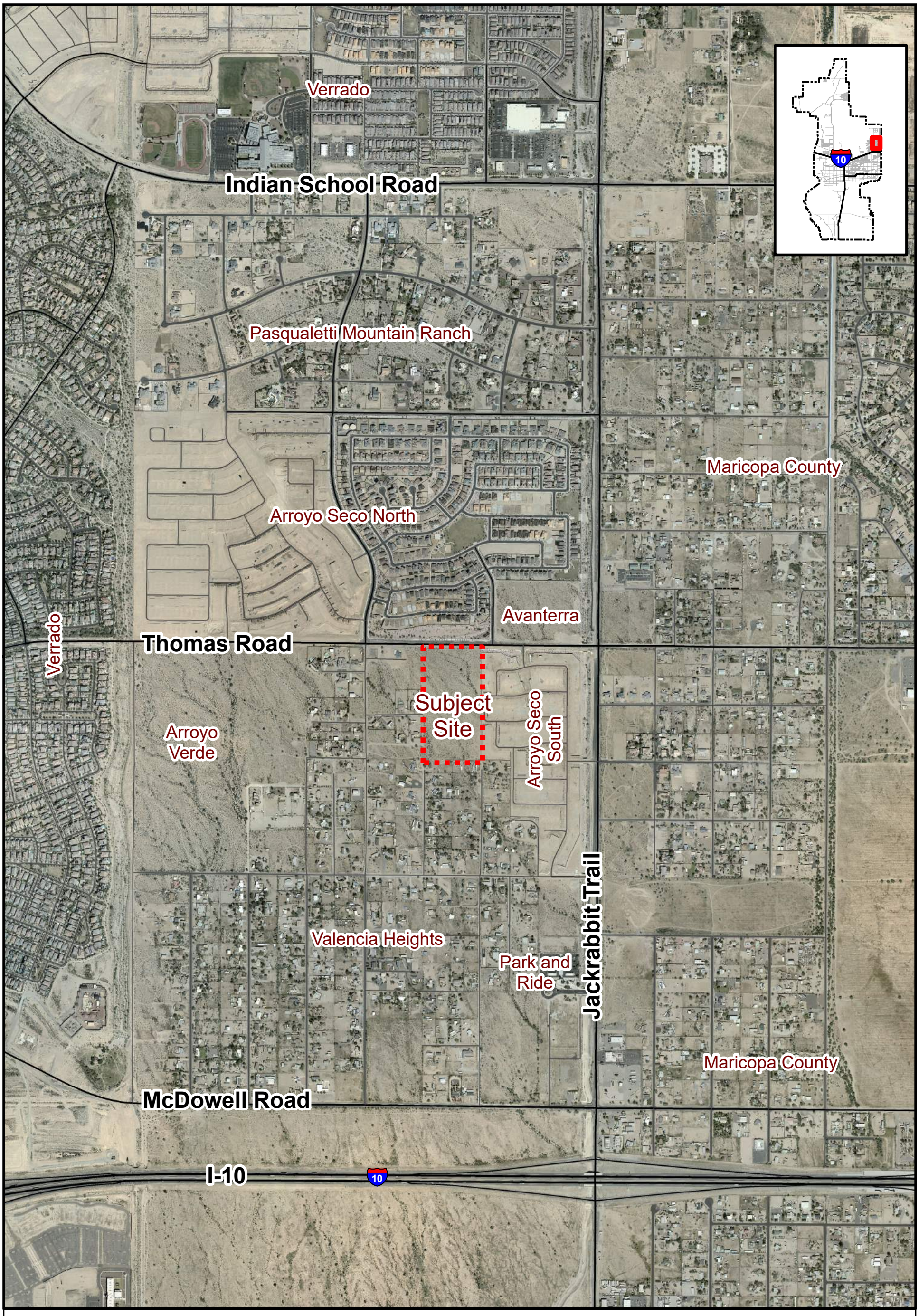
**PROJECT DESCRIPTION:**
Casey Pennington of Atwell, LLC, on behalf of NexMetro Marigold, LLC is requesting approval of a Replat of 19.05 acres dedicating rights-of-way, utility easements, and the abandonment of a 12-foot irrigation easement located west of the southwest corner of Jackrabbit Trail and Thomas Road. The subject parcel will accommodate the proposed Avilla Marigold Multifamily project. The subject Replat will dedicate rights-of-way, utility easements, and the abandonment of a 12-foot irrigation easement.

**BENEFITS:**
This Replat will dedicate sufficient right-of-way and easements for this project and the expansion of Thomas Road.

**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:**
Exhibit A - PLZS-23-00029 - Avilla Marigold - Vicinity Map.pdf
Exhibit B - PLZS-23-00029 - Avilla Marigold - Replat.pdf




# VICINITY MAP

**PLZS-23-00029**
Avilla Marigold Replat
City Council District 6

BUCKEYE, AZ

N W E S

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# REPLAT OF LOT 3 OF VALENCIA HEIGHTS

RECORDED IN BOOK 21, PAGE 31, MCR,
ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 32,
TOWNSHIP 2 NORTH,RANGE 2 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA

3R PLZS-23-00029 RECEIVED APR 24 2024 WD

## DEDICATION

STATE OF ARIZONA }
}SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS:

THAT NEXMETRO MARIGOLD LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "REPLAT OF LOT 3 OF VALENCIA HEIGHTS" AS RECORDED IN BOOK 21, PAGE 31, M.C.R., LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS REPLAT AS AND FOR THE "REPLAT OF LOT 3 OF VALENCIA HEIGHTS" AND DECLARES THAT THIS REPLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENTS CONSTITUTING SAME, AND THAT 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 REPLAT.

OWNER HEREBY GRANTS 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.

OWNER HEREBY DEDICATES TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHT-OF-WAYS AS SHOWN ON THIS REPLAT.

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 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.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS "ROADWAY EASEMENTS" AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTION, MAINTAINING, REPAIRING AND UTILIZING STREETS AS PER THE CITY OF BUCKEYE ENGINEERING DESIGN STANDARDS.

NEXMETRO MARIGOLD LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, 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 OWNER 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.

NEXMETRO MARIGOLD LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY; (1) RELEASE AND DISCHARGE THE CITY OF BUCKEYE, AND 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 OF BUCKEYE. 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 OF BUCKEYE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL 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.

NEXMETRO MARIGOLD LLC, AN ARIZONA LIMITED LIABILITY COMPANY,

BY: NEXMETRO MARIGOLD HOLDING, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: NEXMETRO DEVELOPMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: _____
NAME: JARED GEISLER
ITS: MANAGING DIRECTOR

## ACKNOWLEDGMENT

STATE OF ARIZONA }
}SS
COUNTY OF MARICOPA }

ON THIS, THE _____ DAY OF _____, 2024, BEFORE ME THE UNDERSIGNED NOTARY, _____ PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE AUTHORIZED SIGNATORY OF NEXMETRO MARIGOLD LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE/SHE, BEING DULY AUTHORIZED SO TO DO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

OWNER AFFIRMS THAT IT HAS REVIEWED THE REQUIREMENTS OF A.R.S. § 9-463.01(J) 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.

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.

NEXMETRO MARIGOLD LLC, AN ARIZONA LIMITED LIABILITY COMPANY,

BY: NEXMETRO MARIGOLD HOLDING, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: NEXMETRO DEVELOPMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: _____
NAME: JARED GEISLER
ITS: MANAGING DIRECTOR

## ACKNOWLEDGMENT

STATE OF ARIZONA }
}SS
COUNTY OF MARICOPA }

ON THIS, THE _____ DAY OF _____, 2024, BEFORE ME THE UNDERSIGNED NOTARY, _____ PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE AUTHORIZED SIGNATORY OF NEXMETRO MARIGOLD LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE/SHE, BEING DULY AUTHORIZED SO TO DO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

## APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF BUCKEYE ON THIS _____ DAY OF _____, 2024.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

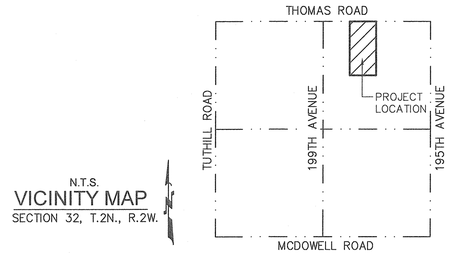
APPROVAL

BY: _____
BUCKEYE CITY ENGINEER DATE

BY: _____
DEVELOPMENT SERVICES DIRECTOR DATE

## SHEET INDEX


| DESCRIPTION | SHEET NO |
|---|---|
| COVER SHEET | 1 |
| REPLAT & LEGAL DESCRIPTION | 2 |


N.T.S.
## VICINITY MAP
SECTION 32, T.2N., R.2W.

## OWNER

NEXMETRO MARIGOLD LLC,
AN ARIZONA LIMITED LIABILITY COMPANY
2355 E. CAMELBACK ROAD, SUITE 805
PHOENIX, ARIZONA 85016
PHONE 602-559-9388
CONTACT: MARK BITTEKER

## ENGINEER/SURVEYOR

ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PHONE 480-218-8831
CONTACT: MICHAEL PARK (PE)
CONTACT: JAMES G. SPRING (PLS)

## GENERAL NOTES

1. THE LOTS DEPICTED ON THIS REPLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. 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 MINOR SUBDIVISION 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 1 LOT, 0 TRACTS, AND 0 PARCEL IN THE "MF-1" MULTI-FAMILY RESIDENTIAL ZONING DISTRICT.
6. 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.
7. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
8. IT IS ACKNOWLEDGED THAT THIS PROPERTY WILL BE PART OF A PARKWAY STREET LIGHTING IMPROVEMENT DISTRICT (SLID) AT THE TIME THAT IT IS DEVELOPED, IN ACCORDANCE WITH BUCKEYE ORDINANCES 43-05 AND 42-06.
9. FINAL PLAT APPROVAL IS SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL PUBLIC IMPROVEMENTS, LOCATED IN CITY R/W, AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER ONE YEAR CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID.

## BASIS OF BEARING

BASIS OF BEARING IS ALONG A PROJECTED LINE FROM THE CENTER OF SECTION 32 TO THE NORTHEAST CORNER OF SECTION 32, T.2N., R.2W.
BEING N45°30'48"E WITH A DISTANCE OF 3718.62 FEET. (MEASURED)
3718.71 FEET (CALCULATED)

## 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 NUMBER 04013C2130L, WITH A REVISION DATE OF OCTOBER 16TH, 2013 FOR COMMUNITY NUMBER 040037, 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.

## ZONING DESIGNATION

"MF-1" MULIT-FAMILY RESIDENTIAL

## SURVEYOR'S CERTIFICATION:

I, JAMES G. SPRING, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS REPLAT CONSISTING OF TWO (2) SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF APRIL, 2024. 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.

JAMES G. SPRING, PLS 22282
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206

PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 22282 JAMES G. SPRING Date Signed 4/24/24 ARIZONA U.S.A. Expires 6-30-2025

## NOTE:

A.R.S. § 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

CASE NO. PLZS-23-00029

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

COUNTY: MARICOPA
SECTION: 32
TOWNSHIP: 2 NORTH
RANGE: 2 WEST

REPLAT
OF LOT 3 OF VALENCIA HEIGHTS,
BOOK 21, PAGE 31, M.C.R.
CITY OF BUCKEYE, ARIZONA

APRIL 2024

REVISIONS:

ATWELL

PM. J. SPRING
DR. T. CABRERA
JOB NO.
22001076
N.T.S.
22001076 AVILLA MARIGOLD FP.DWG
SHEET NO.
1 OF 2

K:\22001076 - AVILLA SAVALON\DWG\SURVEY\FINAL PLAT\22001076 AVILLA MARIGOLD FP.DWG SAVEDATE:4/24/2024 8:47 AM PLOTDATE:4/24/2024 9:06 AM

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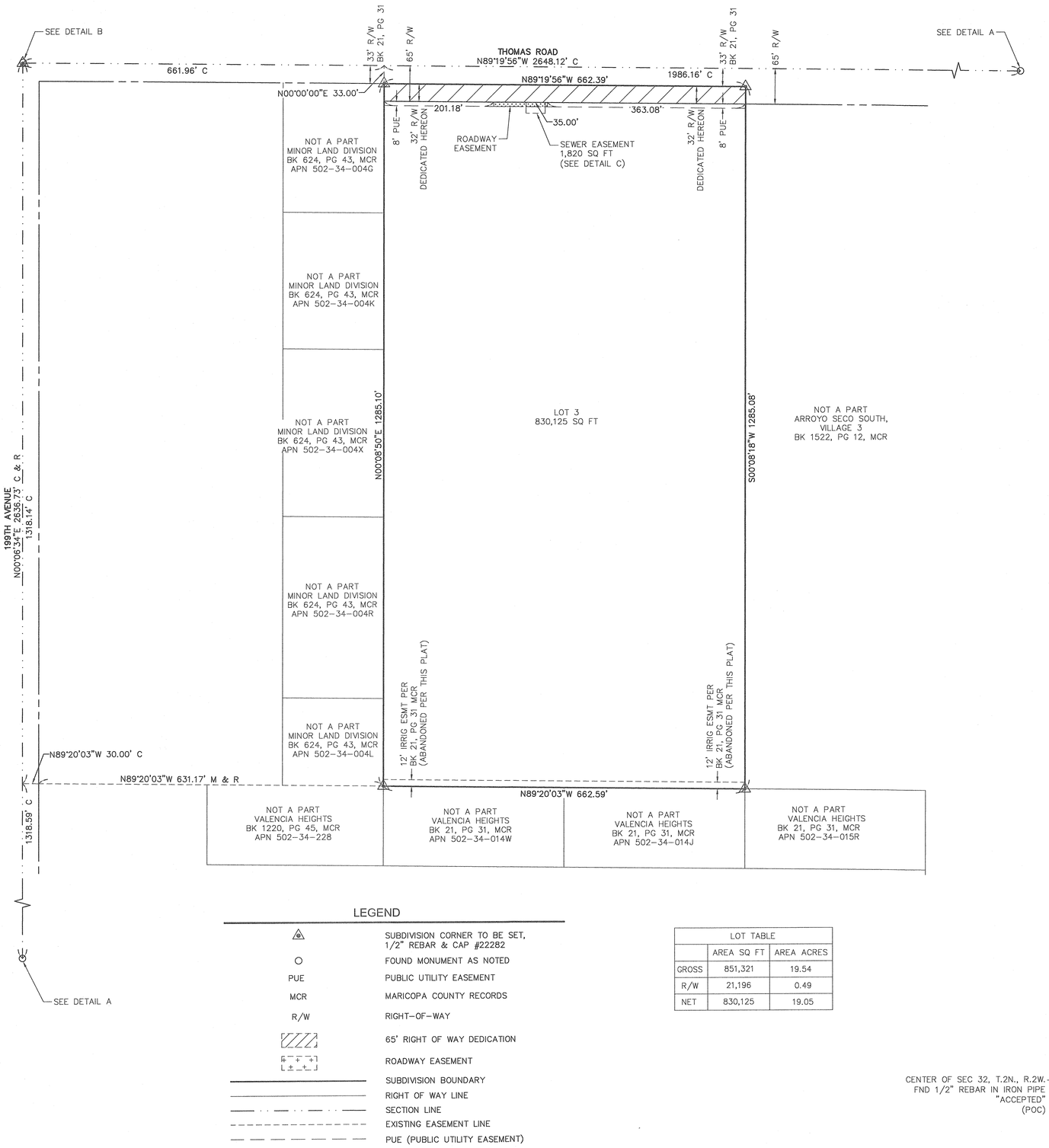
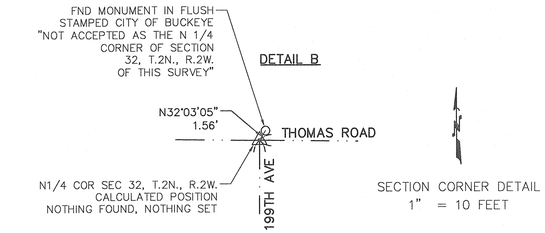



## LEGEND

| | |
|---|---|
| ⧋ | SUBDIVISION CORNER TO BE SET, 1/2" REBAR & CAP #22282 |
| ○ | FOUND MONUMENT AS NOTED |
| PUE | PUBLIC UTILITY EASEMENT |
| MCR | MARICOPA COUNTY RECORDS |
| R/W | RIGHT-OF-WAY |
| | 65' RIGHT OF WAY DEDICATION |
| | ROADWAY EASEMENT |
| | SUBDIVISION BOUNDARY |
| | RIGHT OF WAY LINE |
| | SECTION LINE |
| | EXISTING EASEMENT LINE |
| | PUE (PUBLIC UTILITY EASEMENT) |

| LOT TABLE | | |
|---|---|---|
| | AREA SQ FT | AREA ACRES |
| GROSS | 851,321 | 19.54 |
| R/W | 21,196 | 0.49 |
| NET | 830,125 | 19.05 |




SECTION CORNER DETAIL
1" = 10 FEET

## LEGAL DESCRIPTION

LOT 3 OF VALENCIA HEIGHTS, ACCORDING TO BOOK 21 OF MAPS, PAGE 31, MARICOPA COUNTY RECORDS, LOCATED WITHIN A PORTION OF NORTHEAST QUARTER OF SECTION 32 , TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR IN IRON PIPE ACCEPTED AS THE CENTER OF SAID SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, FROM WHICH THE MONUMENT IN HANDHOLE STAMPED CITY OF BUCKEYE, ACCEPTED AS THE NORTHEAST CORNER OF SAID SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST THEREOF BEARS N45°30'48"E (BASIS OF BEARING), A DISTANCE OF 3718.62 FEET;

THENCE, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, N00°06'34"E A DISTANCE OF 1318.59 FEET;

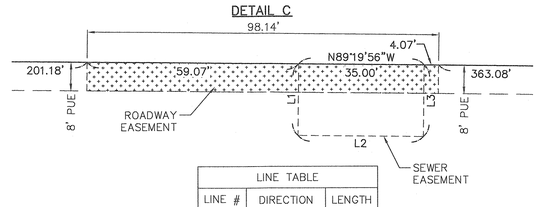
THENCE, N89°20'03"W A DISTANCE OF 661.17 FEET TO THE POINT OF BEGINNING;

THENCE, N00°08'50"E A DISTANCE OF 1253.10 FEET;

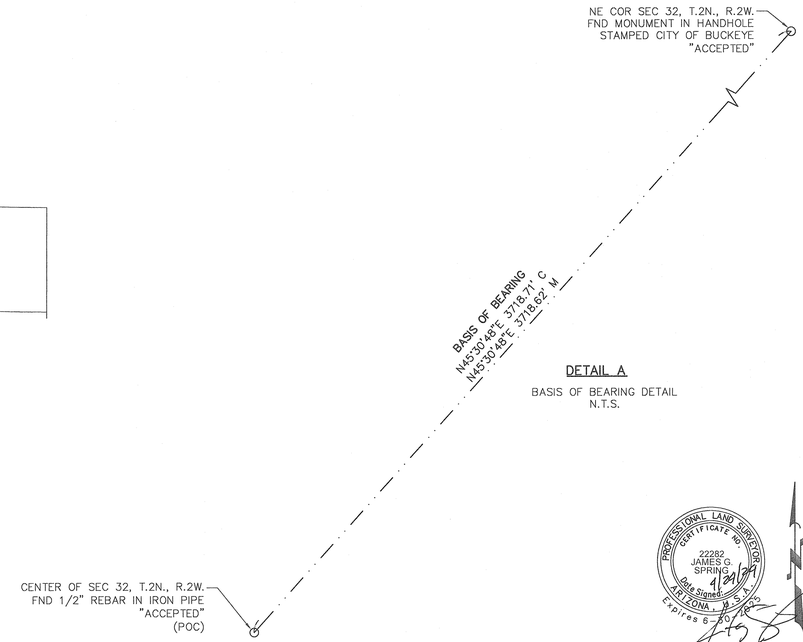
THENCE, S89°19'56"E A DISTANCE OF 662.39 FEET;

THENCE, S00°08'18"W A DISTANCE OF 1253.08 FEET;

THENCE, N89°20'03"W A DISTANCE OF 662.59 FEET TO THE POINT OF BEGINNING.




| LINE TABLE | | |
|---|---|---|
| LINE # | DIRECTION | LENGTH |
| L1 | N00°40'14"E | 20.00' |
| L2 | N89°19'46"W | 35.00' |
| L3 | N00°40'14"E | 20.00' |




CASE NO. PLZS-23-00029

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8833

COUNTY: MARICOPA
SECTION: 32
TOWNSHIP: 2 NORTH
RANGE: 2 WEST

# REPLAT
## OF LOT 3 OF VALENCIA HEIGHTS, BOOK 21, PAGE 31, M.C.R.
CITY OF BUCKEYE, ARIZONA

APRIL 2024

REVISIONS:

ATWELL

PM. J. SPRING
DR. T. CABRERA
JOB NO. 22001076

SCALE 0 50 100
1" = 100 FEET

22001076 AVILLA MARIGOLD FP.DWG

SHEET NO. 2 OF 2

K:\22001076 - AVILLA SAVALON\DWG\SURVEY\FINAL PLAT\22001076 AVILLA MARIGOLD FP.DWG SAVEDATE:4/24/2024 8:47 AM PLOTDATE:4/24/2024 9:06 AM

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.J. ENG - Resolution No. 46-24 Sun Valley Parkway (I-10 to Sun City Festival Eastern Boundary) Streetlight Installation Intergovernmental Agreement (IGA) |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** 4 |
| **STAFF LIAISON:** Scott Zipprich, Engineering Director, szipprich@buckeyeaz.gov, (623) 349-6217 | |
| **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
The City plans to install streetlights on the north and south sides, as well as in the median, of Sun Valley Parkway between I-10 and the eastern property line of Sun City Festival. The streetlights will be installed within the County right-of-way, and an intergovernmental agreement (IGA) permits the City to proceed with the installation along Sun Valley Parkway.

**BENEFITS:**
The Intergovernmental Agreement (IGA) allows the City to install street lights along Sun Valley Parkway. This agreement aims to enhance roadway illumination, thereby improving safety and visibility for Buckeye residents.

**FUTURE ACTION:**
The future action will be for the City to install and maintain the roadway lighting on Sun Valley Parkway.

**FINANCIAL IMPACT STATEMENT:**
There is no cost to the City at this time.

**CURRENT FISCAL YEAR TOTAL COST:**
N/A

**BUDGETED:**
No

**FISCAL YEAR:**
25

**FUND/DEPARTMENT:**
N/A

**Items related to a project or facility location must include an attached vicinity map for Council Review.**

**ATTACHMENTS:**

Buckeye_-__Sun_Valley_Parkway_Streetlight_IGA_-_5.16.2024.docx.pdf

2024-0701 Resolution 46-24.docx

DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

# 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)

**(C-64-24-_____-X-00)**

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Buckeye (**City**) a municipal corporation. The County and City are collectively referred to as the **Parties** or individually as a **Party**.

## AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorizes the County to lay out, maintain, control, and, manage public roads within the County.

2. A.R.S. Section 11-951 *et. seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorizes the City to lay out and establish, regulate, and improve streets within its jurisdiction and to enter into this Agreement.

## BACKGROUND

4. Sun Valley Parkway is a paved roadway owned, operated, and maintained by the County. The City borders the roadway on both sides. The current roadway has two travel lanes in each direction with a median.

5. Canyon Springs Boulevard and Desert Oasis Boulevard are paved roadways owned, operated, and maintained by the City.

6. The City will install streetlights on the north and south sides, and in the median of Sun Valley Parkway between I-10 to the Eastern Municipal Boundary (the Eastern Property Line of Sun City Festival), to improve safety for pedestrian traffic (**Project**). The City will install the streetlights within the County right-of-way.

7. The County does not own and therefore is not responsible for, the operation or maintenance of public street lighting to be installed because of this agreement. The County will not participate financially in the Project.

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## PURPOSE OF THE AGREEMENT

8. The purpose of this Agreement is to identify and define the responsibilities of the Parties for the Project, including but not limited to cost sharing, design, permitting, environmental clearance, utility relocation, construction and construction management, and operation and maintenance of the streetlights.

## TERMS OF THE AGREEMENT

9. **Responsibilities of the County:**

9.1 Review and provide comments to the City within ten (10) working days of receipt of the design plans. The County shall approve design plans before issuing a permit.

9.2 Issue no-cost permits to the City for any necessary Project-related work performed within the jurisdiction of the County.

9.3 Allow the City perpetual access for the operation and maintenance of the streetlights.

9.4 Perform all inspections related to the Project.

9.5 Issue no-cost perpetual permits to the City for any traffic control required as part of regular street light maintenance and operations activities that will impact the County roadway and traffic.

10. **Responsibilities of the City:**

10.1 Act as the lead agency for all aspects of the Project, including but not limited to design, environmental clearance, utility relocation, permit acquisition, and construction.

10.2 Design and construct the Project to City standards that meet or exceed the most recent version of the American Association of State Highway and Transportation Officials (AASHTO) Roadway Lighting Design Guide.

10.3 Provide the County with copies of design plans for review, comment, and approval.

10.4 Apply to the County for no-cost permits for any necessary Project-related work performed within the jurisdiction of the County.

10.5 Require all contractors to carry liability insurance, and to name Maricopa County as an Additional Insured.

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10.6 Secure a power source and meet all requirements of the utility providing power.

10.7 Apply to the County for no-cost traffic control permits for any operation and maintenance work that will impact the County roadway or traffic.

10.8 Upon completion of the Project, maintain and operate the streetlights, and assume all associated costs including the cost of energy to power the streetlights.

## GENERAL TERMS AND CONDITIONS

11. To the extent permitted by law, each Party will indemnify, defend and save harmless the other Party, including any of the other Party's departments, agencies, officers, employees, elected officials, or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

12. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect until all Responsibilities set forth in Sections 9 and 10 herein have been satisfied.

13. This Agreement may be amended only upon written Agreement by all Parties.

14. This Agreement is subject to the provisions of A.R.S. § 38-511.

15. The Parties warrant that they are following A.R.S. § 41-4401 and further acknowledge that:

15.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), 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.

15.2 Any breach of the warranty shall be deemed a material breach of this Agreement, of which breaching party may be liable for penalties including termination of the agreement.

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15.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours to facilitate such an inspection.

15.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

16. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of $1,000,000, certify it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or 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.

17. Each Party warrants and certifies that no contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement currently has, and for the duration of the contract will not, use:

17.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

17.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

17.3 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.

17.4 If any Party becomes aware during the term of the Agreement that any contractor or vendor is not in compliance with this paragraph, the Party shall notify the other Party within five business days after becoming aware of the noncompliance. Failure of the Party to provide a written certification that the contractor or vendor 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.

It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is

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diligently pursuing such cure to completion. The Default notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing ("**Aggregate Cure Period**"). During the Aggregate Cure Period, the Parties shall reasonably cooperate to toll statutes of limitations, statutes of repose or other deadlines fixed by law or court rule as to claims and defenses that may exist. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.

18. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

City of Buckeye
Attn: City Manager
530 East Monroe Avenue
Buckeye, Arizona 85236

With a copy to:
City of Buckeye
Attn: City Attorney
530 East Monroe Avenue
Buckeye, Arizona 85236

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by the United States Express Mail or overnight delivery service that guarantees next-day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery. Formal notice by a Party to the other of a change of contact person or address shall be effective upon receipt.

19. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year.

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20. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.

21. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

22. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

23. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Scanned and electronic signatures are acceptable as original signatures.

24. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.

25. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.

26. This Agreement shall be governed by the laws of the State of Arizona.

***End of Agreement - Signature Pages Follow***

DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**BUCKEYE**

***Recommended by:***

City Manager

Date

***Approved and Accepted by:***

Mayor Date

***Attest by:***

City Clerk Date

**APPROVAL OF CITY ATTORNEY**

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

City Attorney Date

DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**MARICOPA COUNTY**

***Recommended by:***

DocuSigned by:
Jesse Gutierrez 5/28/2024
E47E233373F04C3...
Jesse Gutierrez, P.E. Date
Transportation Director

***Approved and Accepted by:***

Chairman Date
Board of Supervisors

***Attest by:***

Clerk of the Board Date

**APPROVAL OF DEPUTY COUNTY ATTORNEY**

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
Wayne Peck 5/28/2024
C9463D0DE44C4E5...
Deputy County Attorney Date

**RESOLUTION NO. 46-24**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, 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.**

**WHEREAS,** the City of Buckeye (the "City") is authorized pursuant to Ariz. Rev. Stat. §§ 9-240 and 9-276 to lay out and establish, regulate and improve streets within the City and, pursuant to Ariz. Rev. Stat. § 11-951, enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action; and

**WHEREAS,** Sun Valley Parkway is a paved roadway owned, operated and maintained by Maricopa County ("County"); and

**WHEREAS**, Canyon Springs Boulevard and Desert Oasis Boulevard are paved roadways, that intersect with Sun Valley Parkway, and that are owned, operated and maintained by the City; and

**WHEREAS,** to improve safety for pedestrian traffic, the City and the County desire to enter into an Intergovernmental Agreement to allow the City to install, maintain, and operate streetlights on the north and south sides, and in the median of Sun Valley Parkway between Interstate 10 to the Eastern Municipal Boundary (Eastern Property Line of Sun City Festival), within the County right-of-way.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 Intergovernmental Agreement between the City and the County for street lighting along Sun Valley Parkway From Interstate 10 to the eastern municipal boundary (Sun City Festival) (the "IGA") is hereby approved in substantially the form and substance on file with the City Clerk.

Section 3. The City Manager is hereby authorized to execute and deliver the IGA on behalf of the City.

/ / /

/ / /

Section 4. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to execute all documents and other necessary or desirable instruments and 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 6th day of August, 2024.

Eric W. 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:** 08/06/24 | **AGENDA ITEM:** 4.K. ENG - Resolution No. 44-24 Welcome Signage Intergovernmental Agreement (IGA) between the City of Buckeye and the County of Maricopa |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** |
| **STAFF LIAISON:** Scott Zipprich, Engineering Director, szipprich@buckeyeaz.gov, (623) 349-6217 | |
| **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
The IGA will allow the City to erect ten welcome signs for residents and visitors. Each sign will measure approximately 60 inches wide by 48 inches tall and will be placed in ten different locations around the city as depicted in Exhibit B attached to the IGA.

**BENEFITS:**
The benefits of the Welcome Signage include:

- Clearly indicating to the public that they have arrived in Buckeye.
- Enhancing the City's image and sense of community.
- Providing a warm and inviting atmosphere for residents and visitors.
- Serving as landmarks for easier navigation within the City.
- Promoting local pride and a sense of belonging.

**FUTURE ACTION:**
Public works will maintain the signs to ensure they remain visible and in good condition for the community.

**FINANCIAL IMPACT STATEMENT:**
There are no financial impacts.

**CURRENT FISCAL YEAR TOTAL COST:**
There are no costs associated with this council action report.

**BUDGETED:**
No

**FISCAL YEAR:**
FY 24

**FUND/DEPARTMENT:**
N/A

---

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
Buckeye_-_Welcome_Signage_5.16.2024.pdf
2024-0628 Resolution 44-24.docx
IGA Maricopa County-Buckeye_-_Welcome_Signage_EXHIBIT B locations.pdf

DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

# INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY AND THE CITY OF BUCKEYE FOR THE INSTALLATION OF WELCOME SIGNAGE IN COUNTY RIGHT OF WAY

## (C-64-24-_____-X-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Buckeye, a municipal corporation (**City**). The County and Buckeye are collectively referred to as the **Parties** or individually as a **Party**.

## STATUTORY AUTHORIZATION

1. The County is authorized, pursuant to Arizona Revised Statutes (**A.R.S.**) § 11-251 and §§ 28-6701 *et. seq.*, to lay out, maintain, control, and manage public roads within the County.

2. The City is authorized, pursuant to A.R.S. § 9-240 and §§ 9-276 *et. seq.*, to lay out and establish, regulate, and improve streets within the City and to enter into this Agreement.

3. Public agencies are authorized, pursuant to A.R.S. §§ 11-951 *et. seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

## BACKGROUND

4. The City has requested permission to erect welcome signage (**Exhibit A**) in multiple locations (**Exhibit B**) in County right-of-way (**Project**).

## PURPOSE OF THE AGREEMENT

5. The purpose of this Agreement is to identify and define the responsibilities of the Parties for the Project, including but not limited to cost sharing, design, permitting, environmental clearance, right-of-way acquisition, utility relocation, construction, and construction management.

## TERMS OF THE AGREEMENT

6. **The County shall:**

   6.1 Provide comments to the City within fifteen (15) working days of receipt of the design plans from the City.

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6.2 Issue no-cost permits and waive plan review fees to the City for any necessary Project-related work performed within the City.

6.3 Participate with the City in the final inspection of the Project.

7. **The City shall:**

7.1 Act as the lead agency for all aspects of the Project.

7.2 Design and construct the Project to City standards.

7.3 Be responsible for one hundred percent (100%) of the Project Cost.

7.4 Provide the County with copies of design plans for review and comment.

7.5 Apply to the County for no-cost permits with waived plan review fees for any necessary Project-related work performed within County jurisdiction.

7.6 Be solely responsible for the costs of time by City staff that are dedicated to the Project, including plan reviews and inspections.

7.7 Participate with the County in the final inspection of the Project.

7.8 Maintain the Project sign once it is constructed.

## GENERAL TERMS AND CONDITIONS

8. To the extent permitted by law, each Party will indemnify, defend and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

The Parties will secure and maintain adequate insurance coverage (including but not limited to public entity insurance) for all risks that may arise under this Agreement. The Parties may fulfill this insurance obligation by acquiring commercial insurance or by maintaining and operating a self-insurance program. Upon request, the Parties shall exchange certificates of insurance or self-insurance.

9. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect until all stipulations previously indicated have been satisfied.

10. This Agreement may be amended only upon written Agreement by all Parties.

11. This Agreement is subject to the provisions of A.R.S. § 38-511.

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12. The Parties warrant that they are following A.R.S. § 41-4401 and further acknowledge that:

    12.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), 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.

    12.2 Any breach of the warranty shall be deemed a material breach of this Agreement, of which breaching party may be liable for penalties including termination of the agreement.

    12.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours to facilitate such an inspection.

    12.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

13. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of $1,000,000, certify it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or 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.

14. Each Party warrants and certifies that no contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement currently has, and for the duration of the contract will not, use:

    14.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

    14.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

    14.3 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.

    14.4 If any Party becomes aware during the term of the Agreement that any contractor or vendor is not in compliance with this paragraph, the Party shall notify the other Party within five business days after becoming aware of the noncompliance. Failure of the Party to provide a written certification that the contractor or vendor 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.

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15. It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.

16. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

City of Buckeye
Attn: City Manager
530 East Monroe Avenue
Buckeye, Arizona 85236

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by the United States Express Mail or overnight delivery service that guarantees next-day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery. Formal notice by a Party to the other of a change of contact person or address shall be effective upon receipt.

17. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year.

18. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.

19. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

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20. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

21. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Electric signatures are acceptable as original signatures.

22. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.

23. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.

24. This Agreement shall be governed by the laws of the State of Arizona.

***End of Agreement - Signature Pages Follow***

DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**BUCKEYE**

***Recommended by:***

City Manager

Date

***Approved and Accepted by:***

Mayor Date

***Attest by:***

City Clerk Date

**APPROVAL OF CITY ATTORNEY**

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

City Attorney Date

DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**MARICOPA COUNTY**

***Recommended by:***

DocuSigned by:
Jesse Gutierrez 5/28/2024
E47E233375F04C3...

Jesse Gutierrez, P.E. Date
Transportation Director

***Approved and Accepted by:***

Chairman Date
Board of Supervisors

***Attest by:***

Clerk of the Board Date

**APPROVAL OF DEPUTY COUNTY ATTORNEY**

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
Wayne Peck 5/28/2024
C9463D0DE44C4E5...

Deputy County Attorney Date

DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

# Exhibit A

## Welcome Signage

The sign is 60 inches wide and 48 inches tall.



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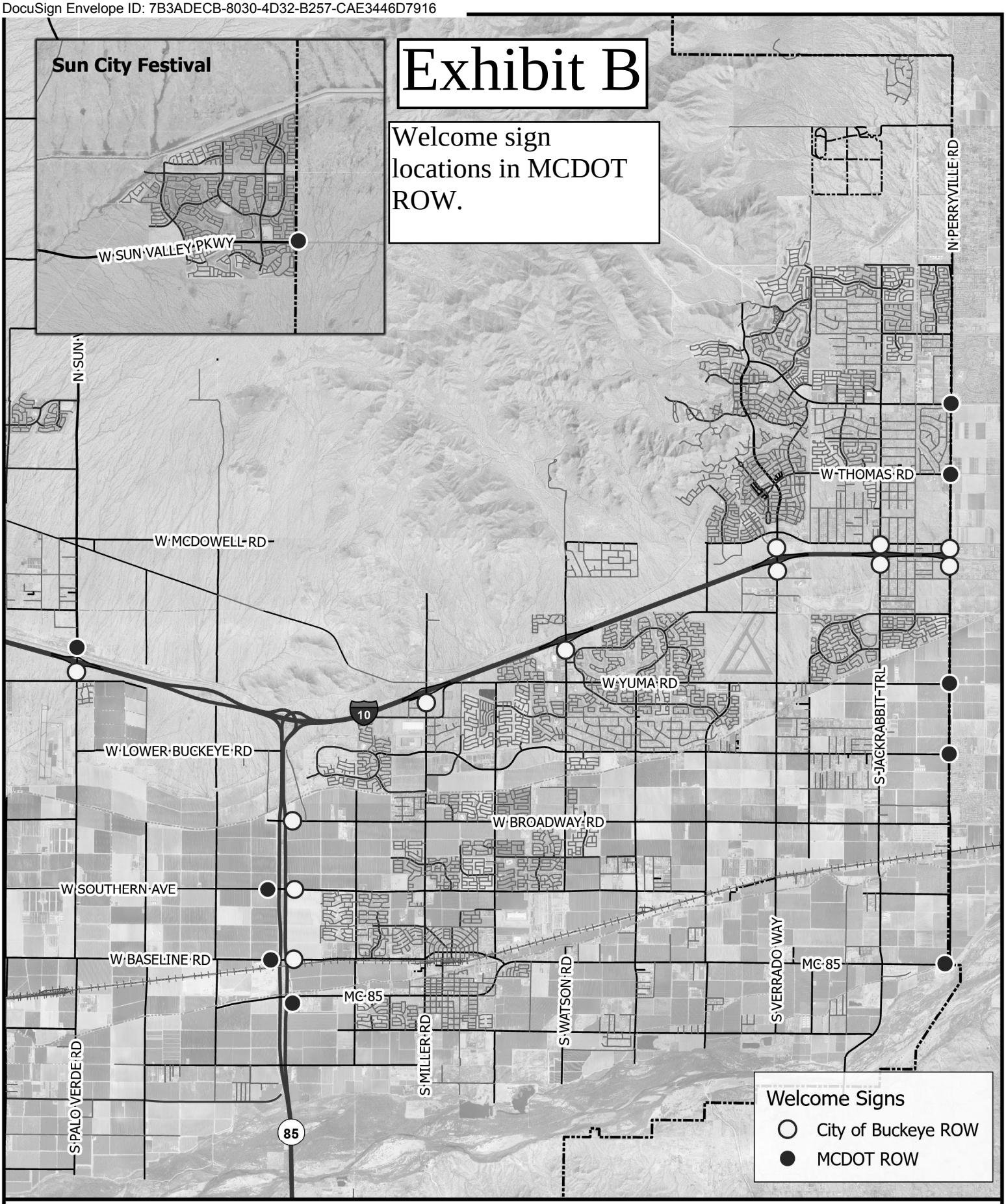
# Exhibit B

Welcome sign locations in MCDOT ROW.




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.

## Welcome to Buckeye Signs

0 0.75 1.5 3 Miles

N

Date: 5/23/2024

Document Name: BuckeyeS 1815

**RESOLUTION NO. 44-24**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, 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.**

**WHEREAS,** the City of Buckeye (the "City") is authorized pursuant to Ariz. Rev. Stat. §§ 9-240 and 9-276 to lay out and establish, regulate and improve streets within the City and, pursuant to Ariz. Rev. Stat. § 11-951, enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action; and

**WHEREAS,** the City has requested permission from Maricopa County ("County") to erect welcome signate in multiple locations in County Right-of-Way; and

**WHEREAS,** the City and the County desire to enter into an Intergovernmental Agreement related to the Welcome Signage.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 Intergovernmental Agreement between the City and the County related to Installation of Welcome Signage in County Right of Way (the "IGA") is hereby approved in substantially the form and substance on file with the City Clerk.

Section 3. The City Manager is hereby authorized to execute and deliver the IGA on behalf of the City.

/ / /

/ / /

Section 4. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to execute all documents and other necessary or desirable instruments and 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 6th day of August, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

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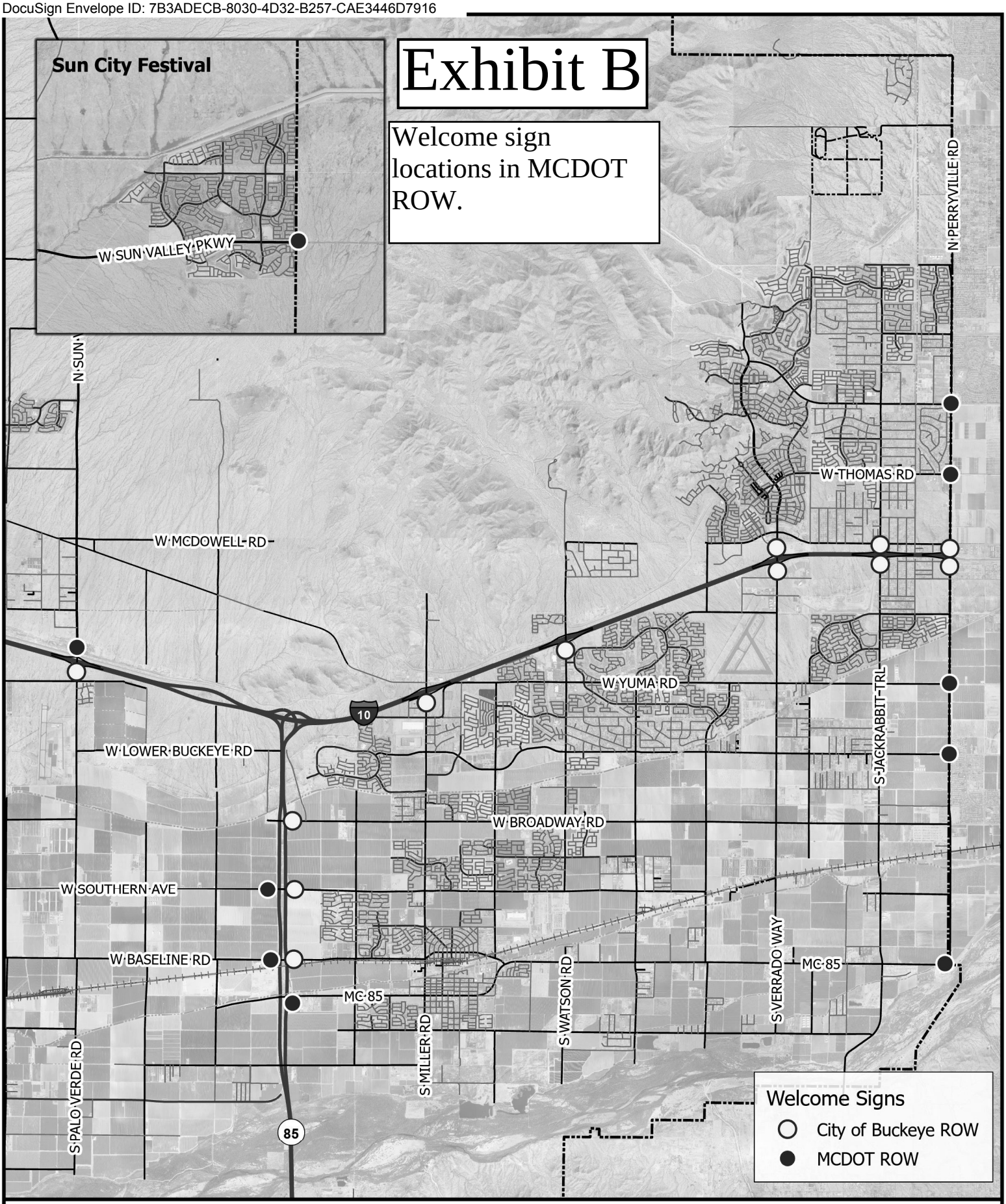


BUCKEYE, AZ

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.

## Welcome to Buckeye Signs

0 0.75 1.5 3 Miles

N

Date: 5/23/2024

Document Name: BuckeyeSign

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.L. ENG - Resolution No. 45-24 Intergovernmental Agreement (IGA) for the Construction, Operation, and Maintenance of Traffic Signal at Jackrabbit Trail and Van Buren Street |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** 6 |
| **STAFF LIAISON:** Scott Zipprich, Engineering Director, szipprich@buckeyeaz.gov, (623) 349-6217 | |
| **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 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 Manger to execute and deliver said Agreement and related documents on behalf of the City of Buckeye.

## SUMMARY

**PROJECT DESCRIPTION:**
The existing four-way stop-controlled intersection at Jackrabbit Trail and Van Buren Street was evaluated by Maricopa County and meets the standards of the 2009 Manual on Uniform Traffic Control Devices (MUTCD) for the installation of a traffic signal. This assessment has led to plans for improvements at the intersection and the City agreed to design and construct the traffic signal for the intersection. The northwest, southwest, and southeast corners of the intersection are within the City of Buckeye with the northeast corner of the intersection within the County. A layout of the proposed traffic signal design is included as Exhibit 1 to the IGA.

**BENEFITS:**
The improvements to the intersection of Jackrabbit Trail and Van Buren Street will include the construction of new traffic signals to enhance traffic flow and safety.

**FUTURE ACTION:**
The future action will be connecting to the adjacent upstream and downstream traffic signals. In doing so, this will interconnect all of them and allow for remote monitoring and communication.

**FINANCIAL IMPACT STATEMENT:**
The City will contribute 75% of the total project cost, estimated at $1,404,471.

**CURRENT FISCAL YEAR TOTAL COST:**
The total project cost is estimated at $1,404,471. As set forth in Paragraph 12 of the IGA, the City is responsible for the following:

- Issue no-cost permits if applicable
- Design and construct the Project, provide for traffic control, and issue inspection approvals
- 75% of project cost ($1,053,354)
- Final project inspection
- Maintain traffic signals
- Cooperate with County for preparation of transfer of the unincorporated segment of roadway into

the City, subject to approval by the governing bodies.

The County agrees to pay for 25% of the total cost, amounting to an estimated $351,117.

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**BUDGETED:**
Yes

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**FISCAL YEAR:**
FY 25

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**FUND/DEPARTMENT:**
50213170-543185

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**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
Buckeye_-_Jackrabbit_Trail_and_Van_Buren_Traffic_Signal_IGA_5.16.2024.pdf
2024-0717 - Resolution No. 45-24.docx

DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

# 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)**

**(C-64-24-_____-M-00)**

This Intergovernmental Agreement (**Agreement)** is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Buckeye (**City),** a municipal corporation. The County and City are collectively referred to as the **Parties** or individually as a **Party.**

## STATUTORY AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorizes the County to lay out, maintain, control, and manage public roads within the County.

2. A.R.S. Section 11-951 *et. seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or joint or cooperative action.

3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorizes the City to lay out and establish, regulate, and improve streets within its jurisdiction and to enter into this Agreement.

## BACKGROUND

4. The intersection of Jackrabbit Trail and Van Buren Street is an existing stop-controlled four-way intersection. The County's jurisdiction includes the north leg. The City's jurisdiction includes the west leg, the south leg, and the east leg.

5. Maricopa County has assessed the intersection of Jackrabbit Trail and Van Buren Street, and determined that the intersection meets the 2009 Manual on Uniform Traffic Control Devices (MUTCD) stated warrant conditions.

6. The Parties desire to improve the intersection of Jackrabbit Trail and Van Buren Street by constructing traffic signals (**Project).**

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7. The Project design has been completed and approved by the City. A true and correct copy of the master design for the Project is attached hereto as **Exhibit "1"** and incorporated herein by this reference. The Project is anticipated to be constructed in Fiscal Year 2025.

8. The total Project cost is currently estimated at $1,404,471. The final cost to each Party shall be based on the actual cost of constructing the Project.

9. The County will not participate financially in Project enhancements, including but not limited to landscaping, irrigation, street lighting, visual mitigation, decorative pavers, street furniture, and any other items, that are inconsistent with the County's Roadway Design Manual, unless otherwise specifically identified in this Agreement.

## PURPOSE OF THE AGREEMENT

10. The purpose of this Agreement is to identify and define the responsibilities of the Parties for the Project, including but not limited to cost-sharing, permitting, utility relocation, construction, and construction management.

## TERMS OF THE AGREEMENT

11. **Responsibilities of the County:**

    11.1 Issue no-cost permits for any necessary Project-related work performed within the jurisdiction of the County.

    11.2 Pay twenty-five percent (25%) of the total cost of the Project, estimated at $351,117. The actual County payment shall be determined based on the actual cost of constructing the Project.

    11.3 Remit payment within thirty (30) days of the receipt of an invoice from the City.

    11.4 Participate in the final inspection of the Project.

    11.5 Cooperate with the City to prepare the transfer to the City of any unincorporated portions of Jackrabbit Trail north of Van Buren Street upon the conclusion of the Project, provided that the County's final determination regarding any transfer is reserved to the legislative discretion of its governing board.

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12. **Responsibilities of the City:**

12.1 Apply to the County for no-cost permits for any necessary Project-related work performed within the jurisdiction of the County.

12.2 Design and construct the Project, provide for traffic control, and take responsibility for issuing inspection approvals when appropriate.

12.3 Upon the substantial completion of the Project, invoice the County for twenty-five percent (25%) of the total cost of the Project. The City shall not invoice the County before July 1, 2024.

12.4 Bear seventy-five percent (75%) of the total Project costs.

12.5 Participate in the final inspection of the Project.

12.6 Upon completion of the Project, maintain and operate the traffic signals, and assume all associated costs including the cost of electrical power to the traffic signal and any associated luminaries.

12.7 Cooperate with the County to prepare the transfer to the City of any unincorporated portions of Jackrabbit Trail north of Van Buren Street upon the conclusion of the Project, provided that the City's final determination regarding any transfer is reserved to the legislative discretion of its governing board.

## GENERAL TERMS AND CONDITIONS

13. To the extent permitted by law, each Party will indemnify, defend, and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials, or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages that are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorney's fees.

14. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect until all Responsibilities set forth in Sections 11 and 12 herein above have been satisfied.

15. This Agreement may be amended only upon written Agreement by all Parties.

16. This Agreement is subject to the provisions of A.R.S. § 38-511.

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17. The Parties warrant that they are following A.R.S. § 41-4401 and further acknowledge that:

    17.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A) 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.

    17.2 Any breach of the warranty shall be deemed a material breach of this agreement, of which the breaching party may be liable for penalties including termination of the agreement.

    17.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours to facilitate such an inspection.

    17.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

18. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of $1,000,000, certify it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued according to 50 U.S.C. § 4842.

19. Each Party warrants and certifies that no contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement currently has, and for the duration of the contract will not, use:

    19.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
    19.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
    19.3 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.

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19.4 If any Party becomes aware during the term of the Agreement that any contractor or vendor is not in compliance with this paragraph, the Party shall notify the other Party within five business days after becoming aware of the noncompliance. Failure of the Party to provide a written certification that the contractor or vendor 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 before said one hundred eighty (180) day period.

20. It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.

21. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

City of Buckeye
Attn: City Manager
530 East Monroe Avenue
Buckeye, Arizona 85236

With a copy to:
City of Buckeye
Attn: City Attorney
530 East Monroe Avenue
Buckeye, Arizona 85236

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as

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required in this paragraph and mailed with postage prepaid. Notices delivered by the United States Express Mail or overnight delivery service that guarantees next-day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery. Formal notice by a Party to the other of a change of contact person or address shall be effective upon receipt.

22. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year.

23. This Agreement shall be construed as a whole and following its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.

24. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained because of the continuation of any matter previously waived.

25. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties outlined in this Agreement, or any certificate or instrument executed or delivered according to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

26. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Electric signatures are acceptable as original signatures.

27. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party according to this Agreement.

28. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.

29. This Agreement shall be governed by the laws of the State of Arizona.

***End of Agreement - Signature Pages Follow***

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**BUCKEYE**

***Recommended by:***

City Manager

Date

***Approved and Accepted by:***

Mayor Date

***Attest by:***

City Clerk Date

**APPROVAL OF CITY ATTORNEY**

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

City Attorney Date

DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**MARICOPA COUNTY**

***Recommended by:***

DocuSigned by:
Jesse Gutierrez 5/28/2024
E47E233373F04C3...
Jesse Gutierrez, P.E. Date
Transportation Director

***Approved and Accepted by:***

Chairman Date
Board of Supervisors

***Attest by:***

Clerk of the Board Date

## APPROVAL OF DEPUTY COUNTY ATTORNEY

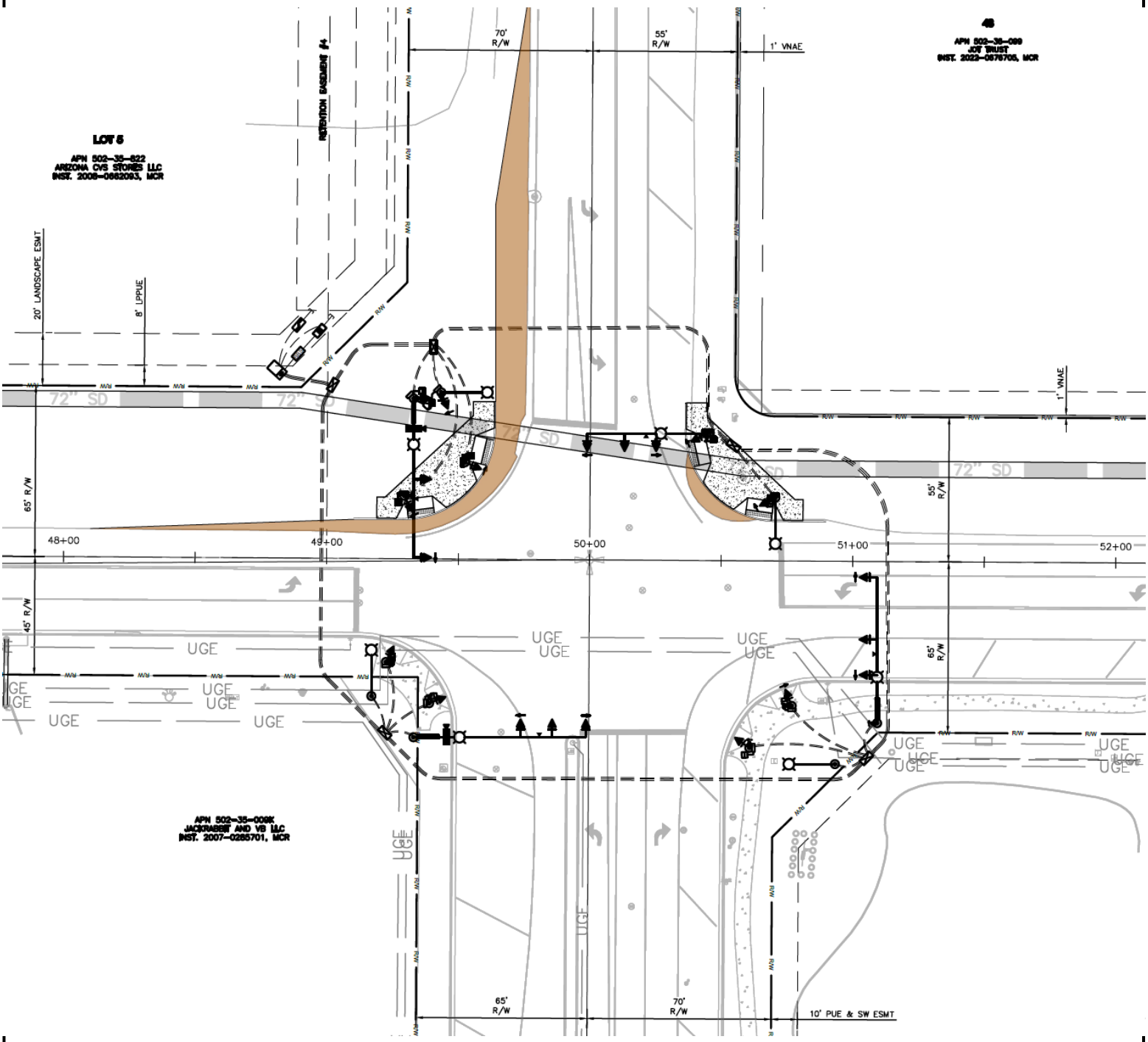
The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
Wayne Peck 5/28/2024
C9463D0DE44C4E5...
Deputy County Attorney Date

DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

# Exhibit 1

Signal Design for the Intersection of Jackrabbit Trail and Van Buren



**RESOLUTION NO. 45-24**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, 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.**

**WHEREAS,** the City of Buckeye (the "City") is authorized pursuant to Ariz. Rev. Stat. §§ 9-240 and 9-276 to lay out and establish, regulate and improve streets within the City and, pursuant to Ariz. Rev. Stat. § 11-951, enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action; and

**WHEREAS,** the intersection of Jackrabbit Trail and Van Buren is a stop-sign controlled four-way intersection ("Intersection"); and

**WHEREAS**, the City's jurisdiction is the west leg, the south leg, and the east leg of the Intersection; and

**WHEREAS**, jurisdiction of Maricopa County (the "County") is the north leg of the Intersection; and

**WHEREAS**, the City and the County seek to improve the Intersection in Fiscal Year 2025, by constructing traffic signals pursuant to the City's Project design ("Project"); and

**WHEREAS**, the estimated total Project cost is one million four hundred four thousand four hundred seventy-one and 00/100 dollars ($1,404,471.00);

**WHEREAS**, the County will share in twenty-five percent (25%) of the total cost of the Project; and

**WHEREAS**, the City will share in seventy-five percent (75%) of the total cost of the Project; and

**WHEREAS**, upon the conclusion of the Project, the County is anticipated to transfer to the City the unincorporated portions of Jackrabbit Trail north of Van Buren Street; and

**WHEREAS**, the City and the County desire to enter into an Intergovernmental Agreement to memorialize their respective rights and responsibilities for the Project and transfer of the roadway segment to the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 Intergovernmental Agreement between the City and the County for the construction, operation, and maintenance of the traffic signal at Jackrabbit Trail and Van Buren Street (TT0659) (the "IGA") is hereby approved in substantially the form and substance on file with the City Clerk.

Section 3. The City Manager is hereby authorized to execute and deliver the IGA on behalf of the City.

Section 4. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to execute all documents and other necessary or desirable instruments and 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 6th day of August, 2024.

_____
Eric W. 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:** 08/06/24 | **AGENDA ITEM:** 4.M. ENG - CIP No. 108060 Traffic Signal SR 85 & Broadway Road - Traffic Signal Design Improvements |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** 1 |
| **STAFF LIAISON:** James Zwerg, CIP Project Manager, jzwerg@buckeyeaz.gov, (602) 558-2076 | |
| **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
With several development projects along the SR85 corridor being in design, it is anticipated that the traffic generated from these developments will fuel the need for traffic control improvements along SR85 and Broadway Road intersection. The proposed Traffic Signal/Intersection Design Improvements will consist of roadway, drainage, signing, pavement marking and traffic signal improvements.

This is the third and final intersection on SR85 at Broadway Road requiring a traffic signal to be designed. Kimley-Horn is the Engineer of Record on the other two intersections at SR85 and Baseline Road as well as SR85 and Southern Avenue. This design in conjunction with the traffic analysis/report will complete the design needed for this portion of the SR85 and is key to the adjacent development occurring along SR85.

**BENEFITS:**
Improving the intersection will increase safety and reduce delays for the traveling public.

**FUTURE ACTION:**
A contract for construction will be presented to the City Council for approval.

**FINANCIAL IMPACT STATEMENT:**
This project is programmed in the CIP program FY25. As a portion and part of CIP 108060, the Consultant shall be paid in accordance with the fee schedule set forth in the Contract.

**CURRENT FISCAL YEAR TOTAL COST:**
The total cost of the contract is $193,769.82

**BUDGETED:**
Yes

**FISCAL YEAR:**
FY 25

**FUND/DEPARTMENT:**
General

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
TO 21 to On Call Consulting Contract No. 2022003.22 with Kimley Horn_1.pdf
MAP CIP108060_Traffic Signal_8x10.pdf

**ON-CALL CONSULTING TASK ORDER**
**FOR ENGINEERING AND ARCHITECTURAL SERVICES**
**BETWEEN**
**THE CITY OF BUCKEYE**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**

**ON-CALL CONSULTING CONTRACT NO. 2022003.22**
**TASK ORDER #21**

**SR85 AND BROADWAY ROAD – TRAFFIC SIGNAL DESIGN IMPROVEMENTS**

THIS TASK ORDER #21 (this "Task 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 Task Order is subject to and governed by the terms and conditions of On-Call Consulting Contract No. 2022003.22 between the City and Consultant, dated March 1, 2022 (the "Contract").

## ARTICLE 1
## SCOPE OF SERVICES

Consultant shall provide professional design services for the SR85 and Broadway Road Traffic Signal Design Improvements project, as more fully set forth in the Consultant's Proposal, which is attached hereto as **Exhibit A** and incorporated as if fully set forth herein (the "Work").

## ARTICLE 2
## SCHEDULE OF COMPLETION OF SERVICES

The Consultant shall commence work upon the issuance by the City of a Notice to Proceed, and complete the services and deliverables on or before twelve months from the effective date of the Notice to Proceed, unless this Task Order is earlier terminated pursuant to the terms and conditions of the Contract.

## ARTICLE 3
## FEE BREAKDOWN

Consultant shall be paid in accordance with the fee schedule set forth in the Contract. The total cost to complete the Work shall not exceed **One Hundred Ninety-Three Thousand Seven Hundred Sixty-Nine Dollars and Eighty-Two Cents ($193,769.82),** as set forth in **Exhibit A**.

## ARTICLE 4
## ADDITIONAL TERMS

This Task Order is subject to the terms and requirements of the Contract and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Task Order, the Consultant certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the 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.

If there is any discrepancy between the terms and conditions of this Task Order, the Contract, and **Exhibit A** to this Task Order, the documents shall govern in that order.

## ARTICLE 5
## EXHIBITS

This Task Order includes and incorporates the following Exhibit:

**Exhibit A** – Consultant's Proposal

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of the date first set forth above.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.,
a North Carolina corporation

Brian Smalkoski, Vice President

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: CBJCHBCAABAAmFCdAcCT89_hYWC3[illegible]EqVu3

**EXHIBIT A**

**TO**

**TASK ORDER #21**

**CONSULTANT'S PROPOSAL**

REVIEWED
By Jim Zwerg at 6:31 am, Jun 27, 2024

APPROVED
By Jim Zwerg at 6:31 am, Jun 27, 2024

Kimley»Horn

May 16, 2024

CIP Project No. 108060
GL 50213170 - 543221

Mr. James Zwerg
Construction Project Management Division
City of Buckeye
530 Monroe Avenue
Buckeye, AZ 85326

Re: ***SR85 and Broadway Road Intersection***
***Traffic Signal Design Improvements***
***Scope of Services and Fee Proposal***

Dear Mr. Zwerg:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Buckeye (the "City" or "Client") to provide final design services for traffic signal improvements at the intersection of SR85 and Broadway Road.

## Project Understanding and Purpose

The intersection of SR85 and Broadway Road is located in the City of Buckeye, Arizona. The intersection is located within Arizona Department of Transportation (ADOT) right-of-way. SR85 is currently a divided highway with 2 lanes northbound and 2 lanes southbound. Broadway Road is currently a 2-lane undivided roadway.

The SR85 & Broadway Road intersection is stop controlled in the eastbound and westbound direction. The intersection configuration consists of a left turn, two thru lanes, and a right turn lane in both the northbound and southbound directions. One thru lane and left-turn lane in each direction and a slip right turn lane is provided in the eastbound and westbound directions.

Nearby industrial developments are in the early stages of design. It is anticipated the traffic generated from these developments will necessitate traffic control improvements at the intersection.

The purpose of this project is to design a new traffic signal for the SR85 and Broadway Road intersection. A traffic analysis will be performed to determine the necessary lane configurations and storage volumes. The design improvements will consist of roadway, drainage, signing, pavement marking, and traffic signal improvements.

## Scope of Services

Kimley-Horn will provide the services specifically set forth below.

The services of this contract are being provided in parallel with the services of the SR85/Baseline Road and SR85/Southern Avenue projects and some scope of work tasks are shared between the three contracts, such as joint project meetings. The proposed contract hours for shared scope of work tasks are split between contracts. Tasks where contract hours are split between contracts are indicated below and in **Appendix A**.

## Project Management and Coordination

### Task 1. – Project Management and Meetings

Project management includes contract management and internal meetings with staff. This task consists of coordination and administration of the day-to-day operations of the project, including organizing and filing project data and communication files, responding to project correspondence including emails, performance of monthly budget updates, and schedule monitoring. This task also includes the management of sub-consultants and interfacing and communication determined to be reasonably necessary to keep stakeholders informed.

This task includes the preparation of monthly invoices to the City for services performed. As a part of those invoices, Kimley-Horn will submit monthly progress reports to the City's Project Manager summarizing tasks in progress, upcoming scheduled tasks, and identified design issues.

In addition to the meetings listed in the SR 85 and Baseline and SR 85 and Southern contracts, Kimley-Horn will attend up to two (2) additional meetings. These meetings will be held at the request of the City. It is assumed that all meetings will be online via Microsoft Teams.

Kimley-Horn will prepare agendas, sign-in sheets, presentations, handout materials, and meeting notes for all meetings.

Kimley-Horn will perform a field review to verify the topographic survey and above-ground utility features. Kimley-Horn will document the site visit with photographs. Kimley-Horn will inform City staff of the field review one week prior to the field review taking place.

*Proposed contract hours for Project Management, Project Meetings, and Field Reviews are split evenly between the two contracts, as indicated in **Appendix A**.*

### Task 2. – Data Collection and Base Map

The City will furnish the latest as-builts and quarter section maps for City-owned facilities (water, sewer, right-of-way, storm drain, and aerial imagery) that are available for the project limits to Kimley-Horn.

Kimley-Horn's subconsultant, Landcor Consulting, will collect topographic survey, as outlined in **Task 14**.

Kimley-Horn will utilize the topographic survey and existing record drawings acquired from the City to develop a project base map in AutoCAD. Existing right-of-way will be established based on information obtained from the City and from Maricopa County Assessor's website.

**Task 3. – ADOT Coordination**

Kimley-Horn will assist the City with coordinating the proposed improvements with ADOT. It is assumed the City will lead the coordination effort and Kimley-Horn will provide assistance. Coordination tasks will consist of submitting plans to ADOT for review, responding to and addressing ADOT comments, and attending coordination meetings with ADOT at the request of the City.

This contract allows for receiving and responding to up to two (2) round of comments from ADOT. This contract allows for meetings with ADOT, which are included as stakeholder coordination meetings above in **Task 1**. If additional submittals to ADOT or addressing additional ADOT comments is required, or if Kimley-Horn attends a number of meetings in excess than those indicated in **Task 1**, a contract modification will be prepared for additional services.

It is assumed the Contractor will apply for an Encroachment Permit for the construction activities.

Kimley-Horn makes no warranty that ADOT will approve the proposed design or will issue the permits and approvals desired by the Client. Kimley-Horn has no control over the actions of jurisdictional agencies and is not a party to agreements between the client and others. Kimley-Horn does not guarantee that the outcome of permits or approvals or the timeline associated with those permits or approvals.

**Task 4. – Utility Coordination**

Kimley-Horn will submit a BlueStake ticket to request utility mapping from existing private utility companies with facilities within the project limits. Kimley-Horn will use the information obtained from the private utility company mapping to prepare an existing utilities base file.

Kimley-Horn will identify readily apparent utility conflicts with the proposed improvements and will communicate those potential utility conflicts to the City and the private utility companies.

Kimley-Horn will prepare utility clearance letters to send to the utility companies following each submittal stage. Kimley-Horn will coordinate with the utility companies to request signed utility clearance letters. Obtained signed clearance letters will be provided to the City prior to the Final submittal.

Kimley-Horn will review private utility relocation designs prepared by the private utility companies. Kimley-Horn will not design private utility relocations.

Kimley-Horn will schedule and lead up to two (2) general utility coordination meetings. The purpose of these meetings will be to inform the companies of the proposed roadway layout, to identify potential utility conflicts, to discuss potential relocation concepts, and to identify if additional right-of-way or utility easements will be needed. Utility coordination meetings will be held following the 60% and 90% design submittal stages.

**Final Design Plans, Specifications, and Estimates**

Kimley-Horn will prepare a traffic memorandum to determine the lane configurations needed for the final design. Following approval of the traffic memorandum's recommended improvements by both ADOT and the City, Kimley-Horn will proceed with preparing Final Design plans.

Final design plans for the SR85 & Broadway Road Intersection will be developed to 60%, 90% and 100%/Final design levels.

Due to the accelerated schedule requested by the Client, the 30% submittal stage is not included as a part of this contract.

**Task 5. – Roadway Plans**

Kimley-Horn will prepare final design roadway plans in accordance with ADOT and City of Buckeye design standards. ADOT standard specifications will be utilized for improvements within ADOT right-of-way, and City of Buckeye/Maricopa Association of Governments (MAG) design standards will be utilized for improvements with City right-of-way.

The proposed paving plans will be shown on combined plan and profiles sheets at 1 inch = 20 feet (horizontally) and 1 inch = 2 feet (vertical) along Broadway Road and a scale of 1 inch = 40 feet (horizontally) and 1 inch = 4 feet (vertical) along SR85. Profiles will detail the edges of pavement and roadway crown line (if applicable). Removals will be shown on the paving plans and separate sheets will not be provided.

Roadway plan sheets for SR85/Broadway Road anticipated for this project consist of the following:

- Cover Sheet (1 Sheet)
- Legend & General Note Sheet (1 Sheet)
- Geometric Control Sheet (1 Sheet)
- Typical Section Sheet (2 Sheets)
- Miscellaneous Detail Sheet (1 Sheet)
- Broadway Road Paving Plan Sheets (1" = 20' scale) (4 Sheets)
- SR85 Paving Plan & Profile Sheets (1" = 40' scale) (2 Sheets)

Kimley-Horn will prepare a 3D model in AutoCAD for the purposes of developing cut/fill lines and approximating earthwork quantities. Roadway cross-sections and roadway cross-section sheets are not included as a part of this contract.

Due to the unknown nature of the required design improvements, this contract assumes roadway improvements will consist of typical roadway widening associated with adding or modifying intersection turn lanes. If ADOT or the City requests improvements that require additional design in excess of the hours assumed for this contract, Kimley-Horn will inform the City and a contract modification will be prepared for additional services.

**Task 6. – Drainage Plans**

Kimley-Horn will prepare plan sheets detailing modifications to existing basins, roadside ditches, and culverts necessitated by the proposed roadway improvements. The following drainage plan sheets are anticipated for this project:

- Drainage Detail Sheets (2 Sheets)

It is anticipated that the only drainage improvements will be revising the existing retention basins based on impacts from the new roadway limits. No new hydrology will be completed.

Kimley-Horn will prepare a Drainage Memorandum to document the drainage design. The drainage design will follow ADOT and City of Buckeye Standards. Kimley Horn will prepare a Draft Drainage Memorandum for 60% submittal. Kimley-Horn will respond to comments and submit the Final Drainage Memorandum with the 90% submittal.

**Task 7. – Signing and Marking Plans**

Kimley-Horn will prepare signing and pavement marking plans in accordance with the City of Buckeye and ADOT standards and the Arizona Supplement to the Manual on Uniform Traffic Control Devices (MUTCD).

Kimley-Horn will perform a field investigation and document the existing signs for the project limits (included in **Task 1**).

Kimley-Horn will develop signing and pavement marking plans at a 1 inch = 40 feet scale (double stacked) and will include the following sheets:

- General Signing and Pavement Marking Notes (1 Sheet)
- Sign Summary Sheets (4 Sheets)
- SR85 Signing Removal and Pavement Marking Obliteration Plans (1 Sheet)
- Broadway Road Signing Removal and Pavement Marking Obliteration Plans (1 Sheet)
- SR85 Pavement Marking Plans (1 Sheet)
- Broadway Road Pavement Marking Plans (1 Sheet)
- SR85 Signing Plans (1 Sheet)

- Broadway Road Signing Plans (1 Sheet)

**Task 8. – Traffic Signal Plans**

Kimley-Horn will prepare traffic signal plans for the intersection of SR85 and Broadway Road in accordance with the City of Buckeye and ADOT design standards and the Arizona Supplement to the MUTCD.

Kimley-Horn will perform a field investigation and document the existing conditions at the intersection of SR85 and Broadway Road (included in **Task 1**).

Kimley-Horn will prepare the traffic signal plan sheets at a 1 inch = 20 feet scale. Traffic signal plans will be submitted at 60%, 90% and 100%/Final submittal stages.

The following traffic signal plan sheets are anticipated:

- General Notes (1 Sheet)
- SR85 and Broadway Road Traffic Signal Plans (2 Sheets)
- SR85 and Broadway Road Pole Schedule (1 Sheet)
- SR85 and Broadway Road Conductor Schedule/ Internally Illuminated Street Name Sign Formats (1 Sheet)

Street lighting improvements will be provided on the new traffic signal poles. No separate street lighting is proposed, and separate street light plans are not included in this contract.

This contract assumes the design of a standard ADOT traffic signal. If ADOT or the City requests improvements that require additional design in excess of the hours assumed for this contract (for example, “Prepare to Stop When Flashing” system implementation), Kimley-Horn will inform the City and a contract modification will be prepared for additional services.

ITS design for this corridor is provided as a separate contract.

**Task 9. – Traffic Study Memorandum**

Kimley-Horn will prepare a Traffic Study Memorandum for the SR85 and Broadway Road intersection interim traffic signal improvements for a 2030 design year. Activities will include a detailed evaluation of the intersection relative to traffic operations and include all methodologies identified in the ADOT guidelines. Existing conditions will not be analyzed.

Kimley-Horn will document study area traffic features to support a Synchro model development and collect existing peak period traffic counts at SR85 and Broadway Road and 24-hour bidirectional counts on SR85 and Broadway Road.

Kimley-Horn will develop design year AM and PM peak hour traffic volumes by using historical traffic counts from ADOT’s Traffic Data Management System, collected traffic counts, and approved traffic impact analyses for developments along the SR85 corridor supplied by the City of Buckeye to determine future growth in the area. Design year (2030) traffic analysis will

be performed for the "no-build" condition, and the Consultant will identify geometric and/or operational deficiencies at the intersections.

Kimley-Horn will develop a recommended intersection configuration, storage lengths, signal timing, and signal phasing for the SR85 & Broadway Road intersection.

Design year traffic analysis will be performed for these design year recommended improvements. Traffic analysis will be performed using Synchro study area intersections for weekday AM and PM peak hours.

Kimley-Horn will prepare a draft Traffic Study Memorandum and submit to the City for review prior to the 60% design. Review comments will be logged and addressed. The final Traffic Study Memorandum will be finalized and submitted with the 60% design plans.

**Task 10. – Engineer's Opinion of Probable Cost**

An engineer's opinion of probable cost (EOPC) will be developed at each submittal stage. Quantities will be compiled in a list and will be labeled using City bid item numbers. Unit prices will be derived using readily available bid data from projects with similar improvements.

**Task 11. – Technical Specifications**

Kimley-Horn will prepare technical specifications for the propose design elements based on a City of Buckeye technical specifications boilerplate template and ADOT and MAG standard specifications

Draft project technical specifications will be provided starting with the 90% design submittal and final project technical specifications will be provided at the 100% design submittal.

**Task 12. – Submittals and QA/QC**

Three submittals are included as part of this contract: 60%, 90%, and 100%/Final. The 100% review is assumed to be verification that the 90% comments were adequately addressed in the 100% submittal. If new direction is provided and additional revisions to the plans not previously requested are necessary, the Consultant will notify the City and request additional services. The following table provides a summary of the design elements that will be provided at each submittal stage:

| Design Element | Prelim | 60% | 90% | Final |
|---|---|---|---|---|
| Roadway/Paving Plans | | X | X | X |
| Drainage Plans | | X | X | X |
| Signing & Marking Plans | | X | X | X |

| Design Element | Prelim | 60% | 90% | Final |
|---|---|---|---|---|
| Traffic Signal Plans | | X | X | X |
| Traffic Study Memorandum | X | X | X | |
| Drainage Memorandum | | X | X | |
| EOPC | | X | X | X |
| Technical Specifications | | | X | X |
| Geotechnical Investigations | | X | | |

Each submittal will consist of electronic PDF versions of the documents listed above.

Following each submittal, Kimley-Horn will compile received comments into a Summary of Comments form. Kimley-Horn will provide comment responses and will address comments prior to the subsequent submittal.

Kimley-Horn will perform internal quality control interdisciplinary reviews prior to each submittal which will included compiling a preliminary set of plans for review which can be provided to the City if requested for a preview of the upcoming submittal package.

## Allowances

All allowances are to be used at the discretion of the City of Buckeye and require approval by the City's Project Manager in writing prior to work being performed or billed.

### Task 13. – Owner's Design Allowance

An owner's design allowance is included in the amount of $10,000.00. This allowance will be utilized as directed by the City to cover additional tasks not included in this scope of services. The City will provide notice to Kimley-Horn in writing authorizing use of this allowance for any tasks for services.

## Direct Expenses

Direct reimbursable expenses such as express delivery services, fees, vehicular mileage, and other direct expenses will be billed at times cost. A summary of anticipated expenses is shown in **Appendix A** of this document.

## Subconsultant Services

### Task 14. – Topographic Survey

Kimley-Horn's subconsultant Landcor Consulting will provide topographic survey. Landcor Consulting's scope of services is included as **Appendix C**.

### Task 15. – Geotechnical Investigations

Kimley-Horn's subconsultant Ethos Engineering, LLC will provide geotechnical investigations. Ethos' scope of services is included as **Appendix D.**

### Task 16. – Traffic Counts

Kimley-Horn's subconsultant Field Data Services (FDS) will provide traffic counts.

## Services Not Included

Any other services, including but not limited to the following, are not included in this Task Adjustment:

- Environmental Services
- Pothole investigations
- Post-design or construction phase services
- Public involvement
- Cross-section plan sheets
- Title reports, appraisals, negotiations, or other land & title services
- Right-of-way acquisition
- Legal descriptions and exhibits
- Any other services not specifically listed above

## Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

## Schedule

This contract assumes the design schedule included in **Appendix B**. Following receipt of NTP, we will work with the City Project Manager to develop a detailed submittal schedule. We will provide our services as expeditiously as practicable with the goal of completing the final design this schedule.

Kimley-Horn is not responsible and shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, third parties, or governmental agencies such as ADOT or private utilities

## Fees and Expenses

Kimley-Horn will perform the services in **Tasks 1 - 16** on a labor fee plus expense basis with the maximum labor fee shown in **Appendix A**.

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

# APPENDIX A
# FEE SUMMARY

## Summary of Consultant's Compensation

Kimley»Horn

**Project Location:** SR85 and Broadway Road
**Project Description:** Traffic Signal Design Improvements

1001 W Southern
Avenue, Suite 131
Mesa, AZ 85210
480.207.2666

**5/16/2024**

**CONTRACT LABOR**

| Classification | Man Hours | Billable Rates | | Labor Costs |
|---|---|---|---|---|
| Senior Professional II | 58 | $ 240.00 | | $ 13,920.00 |
| Senior Professional I | 109 | $ 225.00 | | $ 24,525.00 |
| Professional | 321 | $ 170.00 | | $ 54,570.00 |
| Analyst/ Designer | 384 | $ 135.00 | | $ 51,840.00 |
| Admin | 30 | $ 100.00 | | $ 3,000.00 |
| | | | **Subtotal Contract Labor** | **$ 147,855.00** |

**DESIGN ALLOWANCES**

| Classification | Man Hours | Billable Rates | | Labor Costs |
|---|---|---|---|---|
| Senior Professional II | 0 | $ 240.00 | | $ - |
| Senior Professional I | 0 | $ 225.00 | | $ - |
| Professional | 0 | $ 170.00 | | $ - |
| Analyst/ Designer | 0 | $ 135.00 | | $ - |
| Admin | 0 | $ 100.00 | | $ - |
| | | | Owner's Design Allowance | $ 10,000.00 |
| | | | **Subtotal Design Allowances** | **$ 10,000.00** |

**DIRECT AND OUTSIDE EXPENSES**

| | | |
|---|---|---|
| General Expenses | | $ 156.00 |
| | **Subtotal Direct & Outside Expenses** | **$ 156.00** |

**SUBCONSULTANT SERVICES**

| Subconsultant | Task | | Fee |
|---|---|---|---|
| Landcor Consulting | Topographic Survey | | $ 21,850.00 |
| Ethos Engineering, LLC | Geotechnical Investigations | | $ 11,988.82 |
| Field Data Services | Traffic Counts | | $ 1,920.00 |
| | | **Subtotal Subconsultant Allowances** | **$ 35,758.82** |

**TOTALS**

| | | |
|---|---|---|
| | Subtotal Contract Labor | $ 147,855.00 |
| | Subtotal Direct & Outside Expenses | $ 156.00 |
| | **Subtotal Contract Fee** | **$ 148,011.00** |
| | Subtotal Design Allowances | $ 10,000.00 |
| | Subtotal Subconsultant Allowances | $ 35,758.82 |
| | **Subtotal Allowances** | **$ 45,758.82** |
| | **Total Contract Fee & Allowances** | **$ 193,769.82** |

**Detail of Consultant's Compensation**
**City of Buckeye**
**SR85 and Broadway Road - Traffic Signal Design Improvements**

| TASK DESCRIPTION | SUBTOTAL | Senior Professional II | Senior Professional I | Professional | Analyst/ Designer | Admin |
|---|---|---|---|---|---|---|
| | | $ 240.00 | $ 225.00 | $ 170.00 | $ 135.00 | $ 100.00 |
| **TASK 1 - PROJECT MANAGEMENT AND MEETINGS** | **$ 4,890.00** | **2** | **10** | **8** | **-** | **8** |
| Project Administration, Bi-Weekly Progress Reports, Invoicing (Assumes 8 month contract) | $ 1,700.00 | | 4 | | | 8 |
| Additional Project Meetings (up to 2) | $ 1,270.00 | 2 | 2 | 2 | | |
| Meeting Agenda and Notes | $ 340.00 | | | 2 | | |
| Project Field Review | $ 1,580.00 | | 4 | 4 | | |
| **TASK 2 - DATA COLLECTION & BASE MAP** | **$ 10,070.00** | **20** | **-** | **7** | **28** | **3** |
| Collecting Maps and Quarter Sections | $ 470.00 | | | | 2 | 2 |
| Developing Project Base Map from Survey | $ 1,220.00 | | | 4 | 4 | |
| Establishing Existing Right-of-way | $ 610.00 | | | 2 | 2 | |
| Survey Subconsultant Coordination | $ 270.00 | | | 1 | | 1 |
| Establish SR-85 Construction Centerline (I-10 to MC-85) | $ 7,500.00 | 20 | | | 20 | |
| **TASK 3 - ADOT COORDINATION** | **$ 2,540.00** | **4** | **4** | **4** | **-** | **-** |
| ADOT Coordination | $ 2,540.00 | 4 | 4 | 4 | | |
| *ADOT Coordination Meetings (Included in Task 1)* | $ - | | | | | |
| *ADOT Submittals and Comment Resolution (Included in Task 12)* | $ - | | | | | |
| **TASK 4 - UTILITY COORDINATION** | **$ 3,520.00** | **-** | **2** | **9** | **4** | **10** |
| Blue Stake, Collect As-Builts | $ 400.00 | | | | | 4 |
| Develop Utility Base Map | $ 880.00 | | | 2 | 4 | |
| Identify Utility Conflicts & Coordinate with Utility Companies | $ 1,130.00 | | 2 | 4 | | |
| Prepare and Distribute Utiltiy Conflict Letters (3 Submittals) | $ 1,110.00 | | | 3 | | 6 |
| **TASK 5 - ROADWAY PLANS** | **$ 38,480.00** | **-** | **22** | **94** | **130** | **-** |
| Initial Alignments, Layouts, and Profiling | $ 3,500.00 | | 2 | 10 | 10 | |
| Cover Sheet (1 Sheet) | $ 835.00 | | 1 | 2 | 2 | |
| Legend & General Notes Sheet (1 Sheet) | $ 835.00 | | 1 | 2 | 2 | |
| Geometric Control Sheet (1 Sheet) | $ 1,905.00 | | 2 | 3 | 7 | |
| Typical Section Sheet (2 Sheet) | $ 3,090.00 | | 2 | 6 | 12 | |
| Miscellaneous Details Sheets (1 Sheet) | $ 1,905.00 | | 2 | 3 | 7 | |
| Broadway Road Paving Plan & Profile Sheets (1"=20') (4 Sheets) | $ 15,340.00 | | 8 | 32 | 60 | |
| SR85 Paving Plan & Profile Sheets (1"=40') (2 Sheets) | $ 7,670.00 | | 4 | 16 | 30 | |
| 3D modeling and grading | $ 3,400.00 | | | 20 | | |
| **TASK 6 - DRAINAGE PLANS** | **$ 10,005.00** | **8** | **-** | **15** | **41** | **-** |
| Drainage Detail Sheets (2 Sheets) | $ 3,870.00 | 4 | | 6 | 14 | |
| Draft Drainage Memorandum | $ 3,930.00 | 2 | | 6 | 18 | |
| Final Drainage Memorandum | $ 2,205.00 | 2 | | 3 | 9 | |

**Detail of Consultant's Compensation**
**City of Buckeye**
**SR85 and Broadway Road - Traffic Signal Design Improvements**

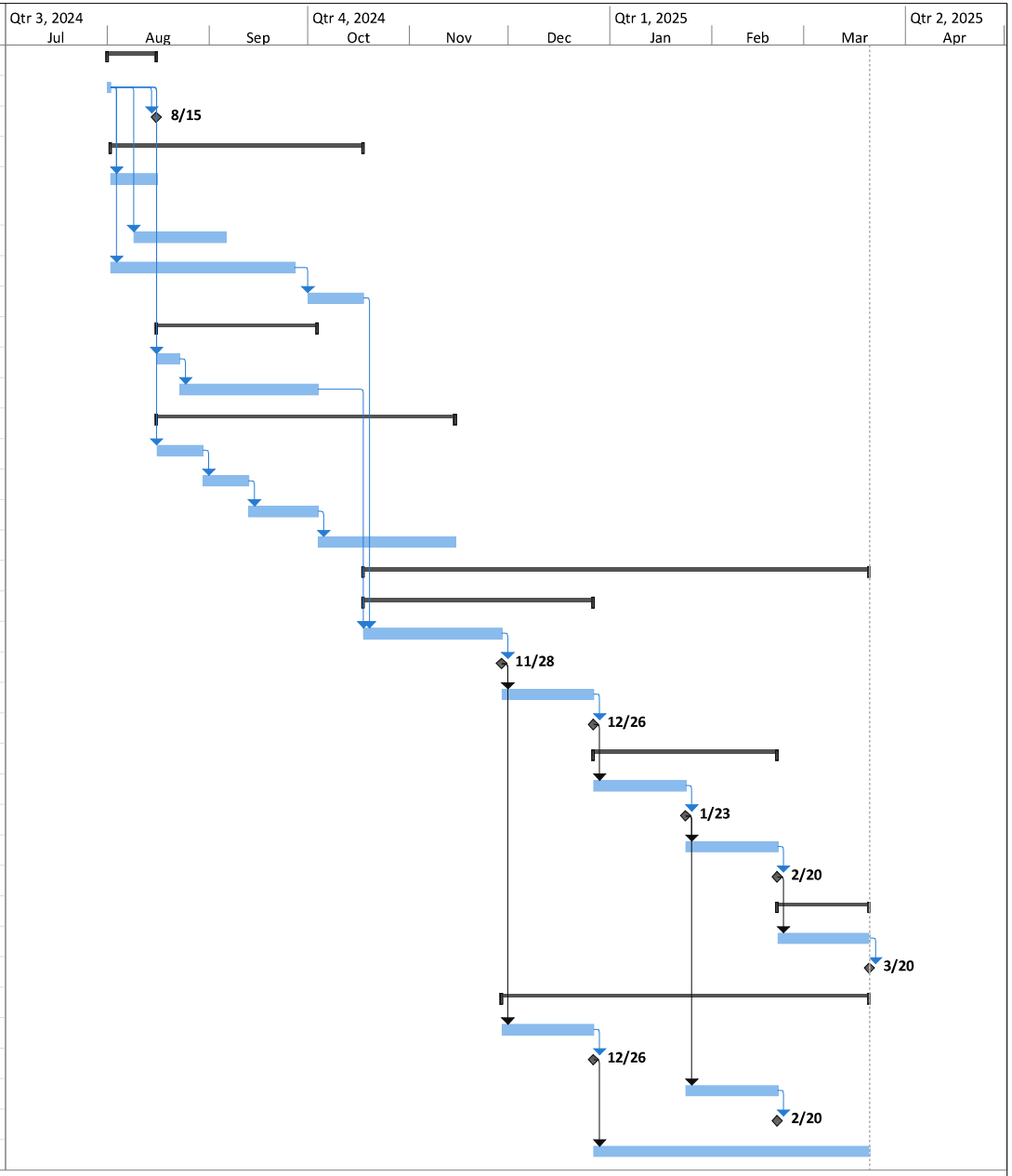
| | | Senior Professional II | Senior Professional I | Professional | Analyst/ Designer | Admin |
|---|---|---|---|---|---|---|
| **TASK DESCRIPTION** | **SUBTOTAL** | **$ 240.00** | **$ 225.00** | **$ 170.00** | **$ 135.00** | **$ 100.00** |
| **TASK 7 - SIGNING AND MARKING PLANS** | **$ 22,035.00** | **-** | **17** | **42** | **82** | **-** |
| General Notes (1 Sheet) | $ 835.00 | | 1 | 2 | 2 | |
| Sign Summary Sheets (4 Sheets) | $ 4,420.00 | | 4 | 8 | 16 | |
| SR85 Removal Plans (1"=40') (Double Stacked) (1 Sheet) | $ 2,210.00 | | 2 | 4 | 8 | |
| Broadway Road Removal Plans (1"=40') (Double Stacked) (1 Sheet) | $ 2,210.00 | | 2 | 4 | 8 | |
| SR85 Pavement Marking Plans (1"=40') (Double Stacked) (1 Sheet) | $ 3,090.00 | | 2 | 6 | 12 | |
| Broadway Road Pavement Marking Plans (1"=40') (Double Stacked) (1 Sheet) | $ 3,090.00 | | 2 | 6 | 12 | |
| SR85 Signing Plans (1"=40') (Double Stacked) (1 Sheet) | $ 3,090.00 | | 2 | 6 | 12 | |
| Broadway Road Signing Plans (1"=40') (Double Stacked) (1 Sheet) | $ 3,090.00 | | 2 | 6 | 12 | |
| **TASK 8 - TRAFFIC SIGNAL PLANS** | **$ 20,095.00** | **-** | **15** | **38** | **76** | **-** |
| General Notes (1 Sheet) | $ 1,105.00 | | 1 | 2 | 4 | |
| SR85 and Broadway Road Traffic Signal Plan (1"=20') (2 Sheets) | $ 6,630.00 | | 6 | 12 | 24 | |
| SR85 and Broadway Road Pole Schedule (1 Sheet) | $ 6,180.00 | | 4 | 12 | 24 | |
| SR85 and Broadway Road Conductor Schedule/ IISNS Format (1 Sheet) | $ 6,180.00 | | 4 | 12 | 24 | |
| **TASK 9 - TRAFFIC STUDY MEMORANDUM** | **$ 11,040.00** | **12** | **-** | **48** | **-** | **-** |
| Data Collection and Review of Traffic Studies | $ 1,840.00 | 2 | | 8 | | |
| Develop Synchro Models | $ 1,090.00 | 1 | | 5 | | |
| Traffic Analysis | $ 2,180.00 | 2 | | 10 | | |
| Initial Traffic Report | $ 4,600.00 | 5 | | 20 | | |
| Final Traffic Report | $ 1,330.00 | 2 | | 5 | | |
| **TASK 10 - ENGINEER'S OPINION OF PROBABLE COST** | **$ 8,365.00** | **-** | **6** | **23** | **23** | **-** |
| 60% Quantities & EOPC | $ 5,025.00 | | 2 | 15 | 15 | |
| 90% Quantities & EOPC | $ 1,975.00 | | 2 | 5 | 5 | |
| 100% Quantities & EOPC | $ 1,365.00 | | 2 | 3 | 3 | |
| **TASK 11 - TECHNICAL SPECIFICATIONS** | **$ 5,925.00** | **-** | **15** | **15** | **-** | **-** |
| 90% Technical Specifications | $ 3,950.00 | | 10 | 10 | | |
| 100% Technical Specifications | $ 1,975.00 | | 5 | 5 | | |
| **TASK 12 - SUBMITTALS AND QA/QC** | **$ 10,890.00** | **12** | **18** | **18** | **-** | **9** |
| Submittal Preparation (3 Submittals) | $ 1,620.00 | | | 6 | | 6 |
| Summary of Comments (3 Submittals) | $ 3,690.00 | | 6 | 12 | | 3 |
| QA/QC (3 Submittals) | $ 5,580.00 | 12 | 12 | | | |
| **SUBTOTAL DIRECT LABOR** | **$ 147,855.00** | **58** | **109** | **321** | **384** | **30** |
| | | | | | | |
| **DESIGN ALLOWANCES** | | | | | | |
| **TASK 13 - OWNER'S DESIGN ALLOWANCE** | **$ 10,000.00** | **-** | **-** | **-** | **-** | **-** |
| Allowance for Miscellaneous Tasks or Services | $ 10,000.00 | | | | | |
| **SUBTOTAL ALLOWANCES** | **$ 10,000.00** | **0** | **0** | **0** | **0** | **0** |
| **DIRECT EXPENSES** | | | | | | |
| **EXPENSES** | **$ 156.00** | | | | | |
| Vehicular Mileage (1 site visit @ 112 miles/visit @ $0.50/mile) | $ 56.00 | | | | | |
| Miscellaneous Expenses (Deliveries, Plotting, Etc.) | $ 100.00 | | | | | |

**Detail of Consultant's Compensation**
**City of Buckeye**
**SR85 and Broadway Road - Traffic Signal Design Improvements**

| | | Senior Professional II | Senior Professional I | Professional | Analyst/ Designer | Admin |
|---|---|---|---|---|---|---|
| **TASK DESCRIPTION** | **SUBTOTAL** | **$ 240.00** | **$ 225.00** | **$ 170.00** | **$ 135.00** | **$ 100.00** |
| **SUBCONSULTANT ALLOWANCES** | | | | | | |
| **TASK 14 - TOPOGRAPHIC SURVEY** | **$ 21,850.00** | | | | | |
| Landcor Consulting - Topographic Survey | $ 15,900.00 | | | | | |
| Landcor Consulting - Additional Monuments | $ 5,950.00 | | | | | |
| **TASK 15 - GEOTECHNICAL INVESTIGATIONS** | **$ 11,988.82** | | | | | |
| Ethos Engineering, LLC | $ 11,988.82 | | | | | |
| **TASK 16 - TRAFFIC COUNTS** | **$ 1,920.00** | | | | | |
| Field Data Services | $ 1,920.00 | | | | | |
| **SUBTOTAL SUBCONSULTANT ALLOWANCES** | **$ 35,758.82** | | | | | |
| **TOTAL CONTRACT FEE - NOT TO EXCEED** | **$ 193,769.82** | | | | | |

# APPENDIX B
# DESIGN SCHEDULE

| ID | Task Mode | Task Name | Duration | Start | Finish |
|---|---|---|---|---|---|
| 1 | | **Project Startup** | **11 days** | **Thu 8/1/24** | **Thu 8/15/24** |
| 2 | | Notice to Proceed | 1 day | Thu 8/1/24 | Thu 8/1/24 |
| 3 | | Project Kickoff Meeting | 0 days | Thu 8/15/24 | Thu 8/15/24 |
| 4 | | **Data Collection** | **55 days** | **Fri 8/2/24** | **Thu 10/17/24** |
| 5 | | City As-Built Collection, Drainage Reports, Developer Plans | 2 wks | Fri 8/2/24 | Thu 8/15/24 |
| 6 | | Utility Blue Stake & Map Collection | 4 wks | Fri 8/9/24 | Thu 9/5/24 |
| 7 | | Topographic Survey | 8 wks | Fri 8/2/24 | Thu 9/26/24 |
| 8 | | Prepare Topo and Utility Base Maps | 13 days | Tue 10/1/24 | Thu 10/17/24 |
| 9 | | **Traffic Analysis** | **35 days** | **Fri 8/16/24** | **Thu 10/3/24** |
| 10 | | Traffic Counts | 1 wk | Fri 8/16/24 | Thu 8/22/24 |
| 11 | | Traffic Analysis | 6 wks | Fri 8/23/24 | Thu 10/3/24 |
| 12 | | **Geotechnical Analysis** | **65 days** | **Fri 8/16/24** | **Thu 11/14/24** |
| 13 | | Obtain ROE, Permitting | 2 wks | Fri 8/16/24 | Thu 8/29/24 |
| 14 | | Field Services | 2 wks | Fri 8/30/24 | Thu 9/12/24 |
| 15 | | Lab Testing and Analysis | 3 wks | Fri 9/13/24 | Thu 10/3/24 |
| 16 | | Office Work, Report Preparation | 6 wks | Fri 10/4/24 | Thu 11/14/24 |
| 17 | | **Final Design** | **110 days** | **Fri 10/18/24** | **Thu 3/20/25** |
| 18 | | **60% Design Phase** | **50 days** | **Fri 10/18/24** | **Thu 12/26/24** |
| 19 | | 60% Plans Preparation | 6 wks | Fri 10/18/24 | Thu 11/28/24 |
| 20 | | 60% Plans Submittal | 0 days | Thu 11/28/24 | Thu 11/28/24 |
| 21 | | City Review of 60% Plans | 4 wks | Fri 11/29/24 | Thu 12/26/24 |
| 22 | | 60% Comment Resolution Meeting | 0 days | Thu 12/26/24 | Thu 12/26/24 |
| 23 | | **90% Design Phase** | **40 days** | **Fri 12/27/24** | **Thu 2/20/25** |
| 24 | | 90% Plans Preparation | 4 wks | Fri 12/27/24 | Thu 1/23/25 |
| 25 | | 90% Plans Submittal | 0 days | Thu 1/23/25 | Thu 1/23/25 |
| 26 | | City Review of 90% Plans | 4 wks | Fri 1/24/25 | Thu 2/20/25 |
| 27 | | 90% Comment Resolution Meeting | 0 days | Thu 2/20/25 | Thu 2/20/25 |
| 28 | | **100%/Final Design Phase** | **20 days** | **Fri 2/21/25** | **Thu 3/20/25** |
| 29 | | 100%/Final Plans Preparation | 4 wks | Fri 2/21/25 | Thu 3/20/25 |
| 30 | | 100%/Final Plans Submittal | 0 days | Thu 3/20/25 | Thu 3/20/25 |
| 31 | | **Utility Coordination** | **80 days** | **Fri 11/29/24** | **Thu 3/20/25** |
| 32 | | Utiltiy 60% Plans Review | 4 wks | Fri 11/29/24 | Thu 12/26/24 |
| 33 | | 60% Utility Coordination Meeting | 0 days | Thu 12/26/24 | Thu 12/26/24 |
| 34 | | Utility 90% Plans Review | 4 wks | Fri 1/24/25 | Thu 2/20/25 |
| 35 | | 90% Utility Coordination Meeting | 0 days | Thu 2/20/25 | Thu 2/20/25 |
| 36 | | Utility Relocation Design | 3 mons | Fri 12/27/24 | Thu 3/20/25 |




Project: SR85 and Broadway Rd Roadway Design Improvements
Date: Thu 5/16/24

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Task | Project Summary | Inactive Milestone | Manual Summary Rollup | Deadline |
| Split | External Tasks | Inactive Summary | Manual Summary | Progress |
| Milestone | External Milestone | Manual Task | Start-only | Manual Progress |
| Summary | Inactive Task | Duration-only | Finish-only | |

# APPENDIX C
# LANDCOR CONSULTING

# PROFESSIONAL SERVICES AGREEMENT

LANDCOR CONSULTING

THIS AGREEMENT is made and entered into this __ day of _____, 2024 (the "Agreement Date") by and between:

**CLIENT**

| | |
|---|---|
| Name: | **Kimley-Horn** |
| Street Address: | 7740 N. 16th Street, STE 300 |
| City/State/Zip: | Phoenix, AZ 85020 |
| Phone: | 602-837-5511 |
| Representative: | Chad Huber |

**LANDCOR**

| | |
|---|---|
| Name: | **Landcor Consulting, PC** |
| Street Address: | 1955 S. Val Vista Dr. #121 |
| City/State/Zip: | Mesa, Arizona 85204 |
| Phone: | 810-287-8513 |
| Representative: | Nick Jarrett R.L.S. |

| | |
|---|---|
| **PROJECT NAME:** | **SR-85 Mapping & Additional R/W** |
| **PROJECT LOCATION:** | **SR-85 at Broadway Rd. in Buckeye AZ. (Mapping)**<br>**SR-85 I-10 to MC-85 in Buckeye AZ. (Additional R/W)** |
| **COMPENSATION:** | **See attached** |
| **REIMBURSABLE EXPENSES:** | Cost plus 10% |
| **RETAINER:** | **none** |
| **SCOPE OF SERVICES:** | See Attached |

**The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:**

**CLIENT**

**Signature** _____

**Title:** _____

**Date:** _____

**LANDCOR**

**Signature** Nicholas W. Jarrett

**Nick Jarrett, RLS**

**Title:** **Survey Manager**

**Date:** **5-2-24**

## SCOPE OF SERVICES

**Broadway Mapping Survey**

LANDCOR will provide Field Survey Services of the project area for the purposes of Design Engineering. The survey will include the following items:

- Monument investigation and location for R/W Verification.
- Site topography includes visible improvements and site features such as buildings, curbs, driveways, sidewalks, walls, trees, surface utilities, signs, etc. within the Survey Corridor.
- The Survey Corridor is shown below in RED.
- The data will be sufficient to produce a comprehensive topographic map & surface to produce one-foot contour intervals.

**Fee Estimate = $15,900**

**BROADWAY MAPPING PROJECT AREA:**



## SCOPE OF SERVICES (cont.)

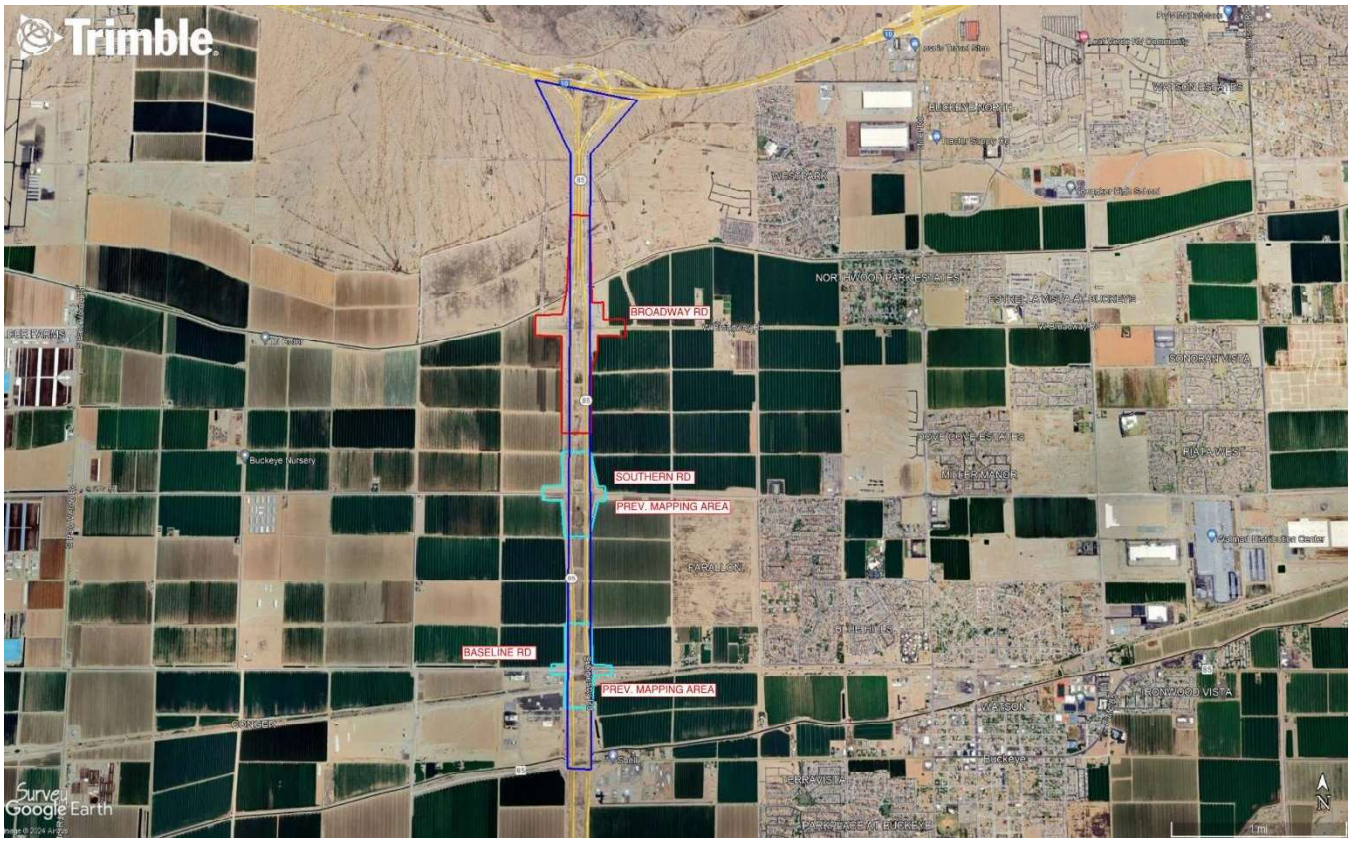
**Additional R/W Survey**

LANDCOR will provide Field Survey Services of the project area for the purposes of Design Engineering. The survey will include the following items:

- Monument investigation and location for R/W Verification.
- The Additional Monument Corridor is within the blue area shown below, excluding the red and light blue mapping areas where monuments have (and will have) already be searched for.

**Fee Estimate = $5,950**

**ADDITIONAL R/W MONUMENT SEARCH PROJECT AREA:**



LANDCOR CONSULTING

**STANDARD HOURLY RATES AND REIMBURSEMENT SCHEDULE**
*(Rates Effective thru 2024)*

## Civil and Survey Hourly Rates

| | |
|---|---|
| Principal (PE) | $160 |
| Project Manager/Engineer (PE)/Surveyor (RLS) | $150 |
| Designers/CADD Technicians | $105 |
| One-Man Survey Crew | $155 |
| Two-Man Survey Crew | $205 |
| Office Survey Support | $135 |
| Administrative/Clerical | $70 |

## Other Standard Reimbursable Expenses

All reimbursable expenses, including, but not limited to the following, will be invoiced at cost plus 10%: postage/express mail and deliveries; copying/printing/reproductions; project-related mileage; parking; sub-consultants approved by Client in advance, and other expenses approved by Client in advance.

# APPENDIX D
# ETHOS ENGINEERING, LLC

May 2, 2024

David Rodriguez, PE
Project Manager
Kimley-Horn Associates
7740 North 16th Street, Suite 300
Phoenix, Arizona 85020

**SUBJECT: Proposal for Geotechnical Investigation**
**SR 85 and Broadway Road Intersection**
**ADOT Contract 2022-006.08**
**Buckeye, Arizona**

Dear David:

As requested, Ethos Engineering, LLC (Ethos) is pleased to present this proposal for professional geotechnical engineering services to the Kimley-Horn Associates (KHA) design team for the referenced project. This proposal presents our understanding of the project, proposed scope of work for geotechnical investigation, schedule, and associated fee estimate.

## PROJECT UNDERSTANDING

We understand that improvements are planned at the intersection of State Route 85 (SR 85) and Broadway Road in Buckeye, Arizona. Improvements will likely include pavement widening and signal upgrades. Widening could extend 2,000 feet beyond the intersection along SR 85 and up to 1,000 feet from the intersection along Broadway Road. The widening of the asphalt concrete pavement section will be designed in accordance with ADOT standards.

## SCOPE OF SERVICES

Task 1 - Ethos will set up the project, review available project plans, and develop a field exploration plan showing the intended test locations. This plan will (if requested) be submitted to KHA (or others, as directed) such that the test locations can be checked for possible environmental impacts (to be performed by others).

Task 2 - Following approval of our field exploration plan, we will lay out the locations of the planned borings and coordinate clearing utilities within the proposed work areas through Arizona 811. We assume there are enough site features in order to lay out our borings without the need for additional survey. We will apply for and obtain a permit from the ADOT Southwest District in order to perform the test drilling.

The borings will be completed in the outside unpaved shoulders of SR 85 and Broadway Road. We have assumed that traffic control, in the form of rolling shoulder closures, will be required to perform the borings.

Task 3 - Ethos will subcontract a drill-rig and crew to complete 2 test borings with hollow-stem auger to a depth of 5 feet or prior practical refusal along this section of roadway. The

borings will be spaced at up to 1,600-foot intervals and located in the unpaved outside shoulder areas to minimize impacts to existing traffic.

Standard penetration test (SPT) tests will be performed at 2.5-foot intervals. Selected bulk samples of the auger cuttings will also be collected. An Ethos field engineer will oversee the drilling operations, log the test borings and collect the samples for testing. The borings will be backfilled with cuttings upon completion in accordance with permit requirements.

Task 4 - Ethos will perform selected laboratory testing on samples obtained from our field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analyses. The following laboratory tests are proposed:

**Table 1 – Summary of Planned Laboratory Testing**

| No. of Tests | Test | Description |
|---|---|---|
| 2 | Sieve Analysis | Soil classification and pavement design |
| 2 | Atterberg Limits | Soil classification and pavement design |
| 2 | Ring Density | In-place moisture density for earthwork calculations |

Task 5 - Ethos will develop geotechnical recommendations for the pavement section(s). Our recommendations will be discussed with KHA prior to preparation of a design report.

Task 6 - We will prepare a geotechnical investigation report providing recommendations for the planned roadway widening.

The report will include the following, at a minimum:

- Site plan showing the test locations and logs of the test borings
- Laboratory test results
- Discussion regarding our field investigation
- Discussions regarding regional geology and groundwater conditions
- Discussions regarding ground subsidence and earth fissures
- Pavement discussion and recommendations

The results of the field exploration, laboratory testing, engineering analyses, and geotechnical recommendations will be summarized in a written report prepared under the supervision of a Professional Civil Engineer registered in the State of Arizona.

Task 7 – We will prepare an initial and final Pavement Design Summary (PDS) and Materials Design Report (MDR).

The PDS will include:

- A summary of the existing pavement history;
- A full description of the planned improvements;
- A discussion of the traffic loadings used for determination of the pavement, as needed;

- The parameters used for the development of pavement sections; and
- Recommended pavement sections.

The MDR will include:

- Required pavement sections;
- Vicinity map and typical sections;
- Subgrade Acceptance Chart;
- Subgrade, subbases and bases standard memo items;
- Surface Treatments and Pavements standard memo items; and
- Material sources standard memo items.

Task 8 – For estimating purposes, we will plan to attend up to three project meetings via teleconference held throughout the course of the project.

**PROJECT SCHEDULE**

We anticipate our services will be completed in approximately 6 to 8 weeks after notice-to-proceed (NTP) or upon receipt of any needed permits, whichever is last provided. We will begin to develop the FIP within 2 weeks of NTP. We will complete the drilling within 2 weeks after receipt of the permit. We estimate the report will be available within 4 to 6 weeks of the completion of the field work.

**AUTHORIZATION**

We will proceed upon NTP (receipt of the executed KHA subcontractor agreement).

**PROJECT FEES**

Our services will be performed under the direction of an Arizona-registered Professional Civil Engineer. Based on the proposed scope of work and our understanding of the project, we propose to complete the scope of work presented above for a lump-sum fee of **$11,988.82.**

The above fees are based on the scope of work included in this proposal. If there is a need for any change in the scope of services or schedule described in the proposal, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes effect on the fee.

Our fees will be invoiced on a monthly basis not to exceed the indicated amount. In the event that field conditions require a modification to the scope of work developed for this proposal and may affect either our planned project schedule or budget, we will contact you at the earliest opportunity to discuss these conditions. Invoices will be due and payable within 30 days of receipt.

## ASSUMPTIONS

We have assumed the following:

- Evaluation of the existing AC pavement is not included.
- The site is accessible to both foot and truck traffic.
- There are no private underground utilities on the site.
- Ethos will obtain a no-fee permit from ADOT to perform drilling within their right of way.

## LIMITATIONS

The geotechnical services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of the geotechnical profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on visual observations, the review of plans prepared by others, and the completed small diameter test borings. It is likely that conditions will vary between or beyond the data evaluated, given the relative wide spacing of the borings. Ethos makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or require additional information pertaining to this proposal, we would be pleased to discuss them with you.

Sincerely,

**ETHOS ENGINEERING LLC**

Magdaleno Meza, EIT
Geotechnical Designer

Reviewed by:

Francisco J. Garza, PE
President/Senior Geotechnical Engineer

t:\2024xxx - kha - sr 85, broadway road ti\proposal\sr 85 & broadway\rev0\kha - sr 85 & broadway road intersection._ethos proposal_rev0.docx

Attachments: Work-Hour Estimate
Derivation of Fees
Subcontractor Quotes

**SR 85 and Broadway Road**
**Ethos Engineering, LLC - Work-Hour Estimate**

| Project Work Task | Project Manager - Sr. | Engineer - Sr. | Engineer | Designer | CADD Technician | Administrative | Total Hours |
|---|---|---|---|---|---|---|---|
| Project Set Up and Management | 1 | 0 | 0 | 0 | 0 | 1 | 2 |
| Permitting | 0 | 2 | 0 | 4 | 0 | 0 | 6 |
| Site Layout and Utility Clearances | 1 | 2 | 0 | 4 | 2 | 1 | 10 |
| Field Investigation | 1 | 0 | 0 | 6 | 0 | 0 | 7 |
| Laboratory Testing | 0 | 1 | 0 | 2 | 0 | 0 | 3 |
| Draft and Final Geotechnical Report | 2 | 6 | 4 | 12 | 2 | 2 | 28 |
| Initial and Final PDS and MDR | 1 | 2 | 4 | 12 | 1 | 0 | 20 |
| Project Meetings | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| TOTAL | 9 | 13 | 8 | 40 | 5 | 4 | 79 |

**SR 85 and Broadway Road Intersection Improvements**
**Contract TBD**

ethos ENGINEERING, LLC.

## DERIVATION OF COST SUMMARY

### DIRECT LABOR

| Classification | Hours | Rate | Labor Costs |
|---|---|---|---|
| Project Manager - Sr. | 9 | $203.13 | $1,828.17 |
| Engineer - Sr. | 13 | $179.22 | $2,329.86 |
| Engineer | 8 | $143.51 | $1,148.08 |
| Designer | 40 | $93.73 | $3,749.20 |
| CADD Technician | 5 | $72.85 | $364.25 |
| Administrative | 4 | $76.97 | $307.88 |
| Total Hours: | 79 | | |
| | | Total Direct Labor | $9,727.44 |

### DIRECT EXPENSES

| | | | |
|---|---|---|---|
| Vehicle Mileage (Personal) | 218 mi. @ | $0.655 /mi. | $142.79 |
| | | Total Direct Expenses: | $142.79 |

### OUTSIDE SERVICES

| | |
|---|---|
| Test Drilling (ACS) - See Quote | $912.73 |
| Laboratory Testing (ACS) - See Quote | $438.86 |
| Traffic Control (Roadsafe) - See Quote | $767.00 |
| Total Estimated Outside Services: | $2,118.59 |

By: **TOTAL LUMP SUM COST: $11,988.82**

Francisco J. Garza

Francisco J. Garza, President

5/2/2024
Date

ACS SERVICES LLC
DBE SBE WBE

Page: 1 of 1
Proposal #: 2360312
Proposal Date: 05/02/2024
ADOT Contract # _____
ADOT Project # _____

Thank you for the opportunity to provide a quote for one of your potential jobs.

Ethos
Keith Dahlen
9180 S Kyrene Rd, #104
Tempe, AZ 85284

**Project Name:** SR-85 / Broadway Rd
**Location:** SR-85 / Broadway Rd
Buckeye, AZ 85326

**Subject: Advance two HSA borings to 5' each for a total of 10'. Ethos will provide any permit or TC needed and utilities locate. Perform lab testing.**

| Item | PAU | Quantity | Unit | Cost | Price |
|---|---|---|---|---|---|
| **Drilling** | | | | | |
| Mob/Demob | 23.46 | 2 | HR | $ 225.00 | $ 450.00 |
| Drilling (Auger 0' - 51') | 23.46 | 10 | FT | $ 32.78 | $ 327.80 |
| Administrative | 23.46 | 0.5 | EA | $ 69.86 | $ 34.93 |
| Support Truck (3/4 ton) Company Owned | 23.46 | 4 | HR | $ 25.00 | $ 100.00 |
| | | | | **Drilling Total** | **$ 912.73** |
| **Lab** | | | | | |
| Grain Size Analysis | 23.49 | 2 | EA | $ 93.15 | $ 186.30 |
| Atterberg Limits (LL and PL) | 23.49 | 2 | EA | $ 85.96 | $ 171.92 |
| Undisturbed Ring Density/Moisture | 23.49 | 2 | EA | $ 40.32 | $ 80.64 |
| | | | | **Lab Total** | **$ 438.86** |
| | | | | **Total Lump Sum Costs** | **$ 1,351.59** |

*Charles Johnson "Eddie"*

Charles Johnson "Eddie"

RoadSafe® TRAFFIC SYSTEMS
Life on the road

3015 EAST ILLINI STREET
PHOENIX, AZ 85040
602-243-1218 OFFICE
602-243-3470 FAX

# Proposal

**TO:** Keith Dahlen
Ethos

| | | | | | |
|---|---|---|---|---|---|
| PROJECT: | Rolling shoulder closure | BID DATE: | | 05/02/2024 | |
| LOCATION | SR85/Broadway | ESTIMATOR: | | Phil Boyles | |
| QUOTE: | 10052023PB03 - Revised | | | | |
| **BID LINE** | **DESCRIPTION** | **UNIT** | **QTY** | **PER DAY** | **EXTENDED** |
| 1 | SCOPE - Equipment for Rolling TMA shoulder closure at SR85 at | EA DAY | 1 | $ 367.00 | $ 367.00 |
| 2 | Labor- Includes Delivery, Setup/Reset Or Takedown/Return - Per Occurrence. Includes 4 hrs of TMA operation with 2 hrs Port to Port. Includes 1 man 1 truck to set and pick up traffic control devices. | EA | 0.5 | $ 670.00 | $ 335.00 |
| | | | | | |
| 3 | Traffic Control Plan | Per Sheet | 1 | $ 65.00 | $ 65.00 |
| | | | | | |

**Equipment Notes:**

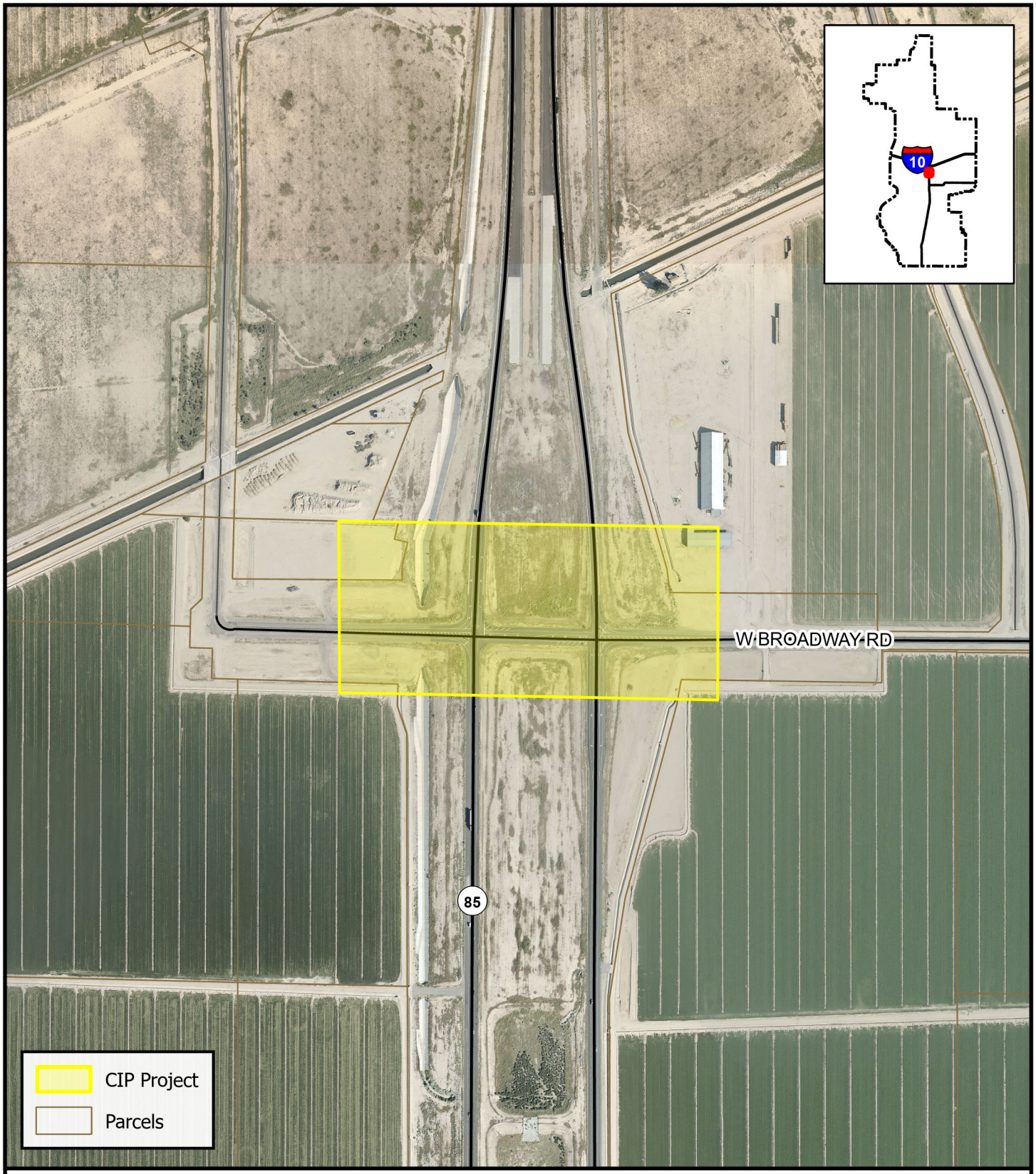
**Sand Bags & Flags Included. All signs are temporary and will be installed on spring stands and/or rigid sign stands.**

Quote Total = $ 767.00

Thank You For The Opportunity,

Philip Boyles

**Philip Boyles**




# CIP 108060 Traffic Signal/Intersection Improvements: SR 85 & Broadway Road

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.

0 250 500 1,000 Feet

N

Date: 7/2.

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.N. ENG - CIP No. 108060 SR 85 and Improvements from MC85 to Interstate 10 - Traffic Analysis/Report |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** 1 |
| **STAFF LIAISON:** James Zwerg, CIP Project Manager, jzwerg@buckeyeaz.gov, (602) 558-2076 | |
| **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
With several development projects along the SR85 corridor being in design, it is anticipated that the traffic generated from these developments will fuel the need for traffic control improvements along SR85. The proposed traffic analysis and report from MC85 to Interstate 10 and for the Information Technology System (ITS) Improvements will compare the delays and queueing due to the installation of traffic signals and/or roundabouts at these locations as well as signal timing and sensitivity analysis.

Kimley-Horn is the Engineer of Record on the other two intersections at SR85 and Baseline Road as well as SR85 and Southern Avenue. This traffic analysis/report in conjunction with the design will provide the information needed for all project portions along involved in SR85 and MC85 to Interstate 10 and is key to the adjacent development occurring along SR85.

**BENEFITS:**
This traffic and signal timing analysis is a critical component to the three traffic signal project proposals requiring Arizona Department of Transportation (ADOT) approvals. This analysis will provide the statistical data required to provide signal coordination and timing as well as validating project scope and intent for the required ADOT approvals.

**FUTURE ACTION:**
A contract for construction will be presented to the City Council for approval.

**FINANCIAL IMPACT STATEMENT:**
This project is programmed in the CIP program FY25. As a portion and part of CIP 108060, the Consultant shall be paid in accordance with the fee schedule set forth in the Contract.

**CURRENT FISCAL YEAR TOTAL COST:**
The total cost of the contract is $197,482.00

**BUDGETED:**
Yes

**FISCAL YEAR:**
FY 25

**FUND/DEPARTMENT:**
General

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
TO 22 to On Call Consulting Contract No. 2022003.22 with Kimley Horn_1.pdf
MAP CIP108060_MC85_8x10.pdf

**ON-CALL CONSULTING TASK ORDER**
**FOR ENGINEERING AND ARCHITECTURAL SERVICES**
**BETWEEN**
**THE CITY OF BUCKEYE**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**

**ON-CALL CONSULTING CONTRACT NO. 2022003.22**
**TASK ORDER #22**

**SR85 TRAFFIC ANALYSIS AND ITS IMPROVEMENTS – MC85 TO I-10**

THIS TASK ORDER #22 (this "Task 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 Task Order is subject to and governed by the terms and conditions of On-Call Consulting Contract No. 2022003.22 between the City and Consultant, dated March 1, 2022 (the "Contract").

## ARTICLE 1
## SCOPE OF SERVICES

Consultant shall provide traffic analysis and final design services for the SR85 Traffic Analysis and ITS Improvements – MC85 to I-10 project, as more fully set forth in the Consultant's Proposal, which is attached hereto as **Exhibit A** and incorporated as if fully set forth herein (the "Work").

## ARTICLE 2
## SCHEDULE OF COMPLETION OF SERVICES

The Consultant shall commence work upon the issuance by the City of a Notice to Proceed, and complete the services and deliverables on or before nine months from the effective date of the Notice to Proceed, unless this Task Order is earlier terminated pursuant to the terms and conditions of the Contract.

## ARTICLE 3
## FEE BREAKDOWN

Consultant shall be paid in accordance with the fee schedule set forth in the Contract. The total cost to complete the Work shall not exceed **One Hundred Ninety-Seven Thousand Four Hundred Eighty-Two Dollars and Zero Cents ($197,482.00),** as set forth in **Exhibit A**.

## ARTICLE 4
## ADDITIONAL TERMS

This Task Order is subject to the terms and requirements of the Contract and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Task Order, the Consultant certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the 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.

If there is any discrepancy between the terms and conditions of this Task Order, the Contract, and **Exhibit A** to this Task Order, the documents shall govern in that order.

## ARTICLE 5
## EXHIBITS

This Task Order includes and incorporates the following Exhibit:

**Exhibit A** – Consultant's Proposal

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of the date first set forth above.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.,
a North Carolina corporation

Brian Smalkoski, Vice President

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

**EXHIBIT A**

**TO**

**TASK ORDER #22**

**CONSULTANT'S PROPOSAL**

REVIEWED
By Jim Zwerg at 6:28 am, Jun 27, 2024

APPROVED
By Jim Zwerg at 6:29 am, Jun 27, 2024

Kimley»Horn

May 23, 2024

CIP Project No. 108060
GL 50213170 - 543221

Mr. James Zwerg
Construction Project Management Division
City of Buckeye
530 Monroe Avenue
Buckeye, AZ 85326

Re: ***SR85 Traffic Analysis and ITS Improvements***
***MC85 to I-10***
***Scope of Services and Fee Proposal***

Dear Mr. Zwerg:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Buckeye (the "City" or "Client") to provide traffic analysis and final design services for ITS improvements along SR85 from MC85 to I-10.

## Project Understanding and Purpose

The Consultant Team will provide a signal timing analysis for the corridor of SR85 between Broadway Road and MC85. The purpose of this analysis will be to perform a signal timing and sensitivity analysis, as well as compare the delays and queueing due to the installation of either traffic signals or roundabouts at these locations.

The Consultant Team will provide preliminary and final design services for the preparation of Plans, Specifications and Estimate for the design of the SR85 ITS improvements from MC85 to I-10. The project design includes adding new 7-way micro-conduit and pull box infrastructure, installation of new 432 count microfiber optic cabling, splicing branch cables to proposed traffic signal cabinets at Baseline Road, Southern Avenue, and Broadway Road, utility coordination, and coordination as required with ADOT.

The project will be delivered through two major phases: the final design phase (60%, 95%, and 100%) PS&E, and post design services during the construction phase. A contract modification will be required to include the post design services to this contract.

City of Buckeye will administer this project in its entirety with City funding being utilized for the construction of this project. The Consultant will coordinate design reviews with ADOT.

## Scope of Services

Kimley-Horn will provide the services specifically set forth below.

## Project Management and Coordination

### Task 1. – Traffic Analysis

Kimley-Horn will prepare a Traffic Analysis for SR85 from the Broadway Road intersection to the MC85 intersection in support of the traffic signal improvements at Broadway Road, Baseline Road, and Southern Avenue for a 2030 design year. Activities will include an evaluation of the following study intersections on SR 85:

- Broadway Road
- Southern Avenue
- Baseline Road
- MC-85

This study assumes these intersections will be improved with either a traffic signal or a roundabout in the near future. The analysis of traffic operations will include methodologies identified in the ADOT guidelines. Existing conditions will not be reported but an existing model will be calibrated as a starting point for future model development.

Kimley-Horn will document study area traffic features to support a Vissim model development and collect existing peak period traffic counts at the study area intersections and 24-hour bidirectional speed and classification counts on SR85 at three locations and on each cross street (four locations), for a total of seven 24-hour speed and classification counts.

Kimley-Horn will conduct one site visit to gather additional traffic data to support the development of the existing Vissim traffic model.

Kimley-Horn will develop design year AM and PM peak hour traffic volumes by using historical traffic counts from ADOT's Traffic Data Management System, collected traffic counts, and approved traffic impact analyses for developments along the SR85 corridor supplied by the City of Buckeye to determine future growth in the area. Design year (2030) traffic analysis will be performed for the "build" condition, and the Consultant will compare analysis results including the travel time for the study area intersections under two alternatives, installing traffic signals (City of Buckeye preferred option) and installing roundabouts.

Kimley-Horn will develop a recommended intersection configuration, storage lengths, signal timing, signal phasing, and draft coordinated signal timing plans for the AM and PM peak hours for the SR85 study intersections for both alternatives mentioned above (traffic signals and roundabouts).

Design year traffic analysis will be performed for a design year determined by a sensitivity analysis going back in time from 2030 to provide recommended improvements that do not impact the Union Pacific Railroad at-grade crossing. Traffic analysis will be performed using Vissim.

Kimley-Horn will prepare a draft Traffic Study Memorandum and submit to the City for review prior to the 60% design. Review comments will be logged and addressed. The final Traffic Study Memorandum will be finalized and submitted with the 60% design plans.

**Task 2. – Project Management and Meetings**

Project management includes contract management and internal meetings with staff. This task consists of coordination and administration of the day-to-day operations of the project, including organizing and filing project data and communication files, responding to project correspondence including emails, performance of monthly budget updates, and schedule monitoring. This task also includes the management of sub-consultants and interfacing and communication determined to be reasonably necessary to keep stakeholders informed.

This task includes the preparation of monthly invoices to the City for services performed. As a part of those invoices, Kimley-Horn will submit monthly progress reports to the City's Project Manager summarizing tasks in progress, upcoming scheduled tasks, and identified design issues.

Kimley-Horn will attend the following meetings:

i. Kickoff meeting – Consultant will prepare for and attend the kick-off meeting.
ii. Progress Meetings – Consultant will prepare and conduct progress meetings with ADOT representatives and other stakeholders. Five progress meetings are assumed for this project.
iii. Comment Resolution Meetings - Consultant will prepare and conduct comment resolution meetings after the Initial PA, Final PA/60%, and 95% stage submittals. The effort for these meetings is included under the specific PS&E tasks below.
iv. RID Meeting - Consultant will prepare and conduct one meeting with the Roosevelt Irrigation District (RID) stakeholders.
v. BWCDD Meeting - Consultant will prepare and conduct one meeting with the Buckeye Water Conservative and Drainage District (BWCDD) stakeholders.

The Project Kickoff Meeting will be held online via Microsoft Teams and will be scheduled in coordination with City staff. Kimley-Horn will be responsible for preparing the kick-off meeting agenda, sign-in sheet, presentation, handout material, attending and facilitating the kick-off meeting, and submitting notes of the meeting to the City.

Kimley-Horn will attend up to five (5) project progress meetings. Project progress meetings may be in the form of design review meetings or comment resolution meetings. Meetings will be online via Microsoft Teams and will be scheduled at the request of the City. Kimley-Horn will be responsible for preparing the meeting agenda, sign-in sheet, presentation, handout material, attending and facilitating the meeting, and submitting notes of the meeting to the City.

Kimley-Horn will perform a field review to verify the existing ITS infrastructure and above-ground utility features. Kimley-Horn will document the site visit with photographs. Kimley-Horn will inform City staff of the field review one week prior to the field review taking place.

**Task 3. – Data Collection and Base Map**

The City will furnish the latest as-builts and quarter section maps for City-owned facilities (water, sewer, right-of-way, storm drain, and aerial imagery) that are available for the project limits to Kimley-Horn.

Kimley-Horn will utilize existing record drawings acquired from the City to develop a project base map in AutoCAD. Existing right-of-way will be established based on information obtained from the City and from Maricopa County Assessor's website.

**Task 4. – ADOT Coordination**

Kimley-Horn will assist the City with coordinating the proposed improvements with ADOT. It is assumed the City will lead the coordination effort and Kimley-Horn will provide assistance. Coordination tasks will consist of submitting plans to ADOT for review, responding to and addressing ADOT comments, and attending coordination meetings with ADOT at the request of the City.

This contract allows for receiving and responding to up to two (2) round of comments from ADOT. This contract allows for meetings with ADOT, which are included as stakeholder coordination meetings above in **Task 1**. If additional submittals to ADOT or addressing additional ADOT comments is required, or if Kimley-Horn attends a number of meetings in excess than those indicated in **Task 1**, a contract modification will be prepared for additional services.

It is assumed the Contractor will apply for an Encroachment Permit for the construction activities.

Kimley-Horn makes no warranty that ADOT will approve the proposed design or will issue the permits and approvals desired by the Client. Kimley-Horn has no control over the actions of jurisdictional agencies and is not a party to agreements between the client and others. Kimley-Horn does not guarantee that the outcome of permits or approvals or the timeline associated with those permits or approvals.

**Task 5. – Utility and Right-of-Way Coordination**

The Consultant will coordinate with Blue Stake to identify known utility companies within the project limits. The Consultant will contact the identified utility companies to obtain their utility location information.

Once the project plans have reached the 60% level, KHA will distribute copies of the plans to each utility company identified to be within the project limits for review. A utility clearance

form will be sent to each utility company that will document the status of each utility's facilities within the project limits, identify potential utility conflicts, and identify any special coordination or requirements that must be followed during construction.

Once clearance forms have been submitted and received for each utility within the project limits and the project plans have reached the 95% level, KHA will coordinate with ADOT for issuance of formal utility clearance.

The Consultant will coordinate with the City to determine the existing ROW within the project limits. It is anticipated that the Consultant will attend one additional meeting with City ROW staff to clearly identify the project limits, ROW cert letter requirements, and the scope of the project. It is assumed ROW Cert letters will be developed by the City.

It is anticipated that no new ROW or temporary construction easements (TCE) are required for this project.

The Consultant will include existing ROW information on the design plans.

The Consultant will coordinate with ADOT and UPRR for the railroad crossing agreement that will be needed for work that will be performed by the project that crosses the UPRR right-of-way. This scope includes up to four (4) meetings with ADOT and UPRR including meeting notes.

The Consultant will prepare exhibits needed by UPRR for preparation of the draft and final license agreement. This will include an 8.5"x11" exhibit showing the railroad crossing, proposed improvements, and the associated dimensions.

Kimley-Horn will prepare project specifications that address contractor responsibilities during construction as it relates to the necessary coordination between the contractor and UPRRF including any needed flagging, insurance requirements, right of entry, and all other UPRR requirements for a conduit crossing the UPRR right-of-way.

The Consultant will coordinate with Roosevelt Irrigation District (RID) during all submittals. It is assumed that the City will directly reimburse RID for associated review fees.

The Consultant will coordinate with Buckeye Water Conservation and Drainage District (BWCDD) during all submittals. It is assumed that the City will directly reimburse BWCDD for associated review fees.

**Final Design Plans, Specifications, and Estimates**

Final design plans for the SR85 ITS improvements will be developed to 60%, 95% and 100%/Final design levels.

Due to the accelerated schedule requested by the Client, the 30% submittal stage is not included as a part of this contract.

**Task 6. – Prepare 60% Plans, Specifications, and Estimate**

**Task 5.1 – Prepare ITS Design**

The Consultant will develop an ITS design file of the project area in AutoCAD format. It is assumed that Aerials will be used as the topographical base file.

ITS Design file will contain the following information:

- Existing conduits and pull boxes;
- Location of proposed conduit, pull boxes, and fiber optic cabling;
- Location of existing traffic signal cabinets;
- Identification of existing utilities; and
- Identification of existing right-of-way.

The City will provide the Consultant with project as-built documents and electronic files, where available, for completed construction project and all locations of all City owned utilities within the project limits. The City will provide these documents and files within 1 month after the project kick-off meeting.

The Consultant will prepare plan sheets at a scale of 1 inch = 40 feet (1"=40') (Double stacked).

**Task 5.2 – Prepare 60% Plans**

It is intended that the 60% plans will be a complete plan set which includes sufficient detail for project construction requirements.

The Consultant will design the communication cable system including the fiber optic splices and terminations.

The following plan sheets and sections of plan sheets (estimated) will be included in each of the plan package:

- Title sheet (1 sheet);
- Index of sheets / Legend and abbreviations (1 sheet);
- General notes (1 sheet);
- Summary of Quantities (2 sheets);
- Buckeye Standard Details on ADOT Border (6 Sheets);
- Construction notes (1 sheet);
- Railroad Crossing Details (2 Sheets);
- Geometric Control Sheets (18 Sheets);
- Location plan sheets (Double Stacked, 40 scale) (26 sheets); and
- Corner detail sheets (10 scale) (3 sheets)

Corner details will consist of 10 scale drawings of areas where the fiber will connect to new or existing traffic signal cabinet equipment.

Conduit, pull box, and fiber optic cabling construction details are anticipated to consist of the applicable City of Buckeye Engineering ITS Standard Details.

**Task 5.3 – Prepare 60% Special Provisions**

The Consultant will prepare Special Provisions for the project construction. The Special Provisions will be prepared in Microsoft Word.

The Special Provisions will utilize City of Buckeye ITS standard detail requirements and the ADOT Standard Specifications for Road and Bridge Construction (2021) as the basis and will be modified as required to describe the construction requirements for this project.

**Task 5.4 – Prepare 60% Estimate of Probable Costs**

The Consultant will prepare an engineering estimate of construction cost based on the 60% design bid item quantities and review of recent bid prices from the City, ADOT, and other construction projects with similar ITS improvement scope of work in the area.

**Task 5.5 – Submit 60% PS&E**

KHA will submit 60% PS&E package to the City and ADOT for review. It is anticipated that both ADOT and the City will require the submittal in an electronic pdf format.

**Task 5.6 – 60% Comment Review Meeting**

The Consultant will set up a comment review meeting to discuss comments to the 60% PS&E from the City and ADOT. The Consultant will also prepare and submit a comment response form which will document comments received to the 60% plans as well as the Consultant's response to each comment. The Consultant will provide meeting minutes to document the review meeting discussion.

**Task 5 Deliverables:**

1. Submittal of 60% PS&E Package
2. 60% Comment Review Meeting Minutes
3. 60% Comment Response Form

**Task 7. – Prepare 95% Plans, Specifications, and Estimate**

**Task 6.1 – Prepare 95% Plans**

Based on the review comments on the 60% PS&E, the 60% plans will be advanced to 95% completion level.

The design concept (fiber path, number and location of devices, etc.) will be considered final after the resolution of the 60% review comments.

The following plan sheets and sections of plan sheets (estimated) will be included in the 95% plan package:

- All plan sheets included in the 60% PS&E (61 sheets);
- Splice detail sheets (4 sheets); and
- Traffic Control General Notes & Maintenance of Traffic (2 sheets);

The Consultant will be responsible for developing a maintenance of traffic table as required by the federal process. It is anticipated that all construction activities will be completed utilizing standard shoulder and lane closures. KHA will develop a matrix of traffic control activities and an estimate for traffic control which will include quantities for specific traffic control elements to be included in the estimate of probable cost.

**Task 6.2 – 95% Communications Meeting**

The Consultant will set up a communications meeting to discuss the proposed splicing and communications network paths.

The Consultant will provide meeting minutes to document the review meeting discussion.

**Task 6.3 – Prepare 95% Special Provisions**

Based on the 60% comments, the Special Provisions will be advanced to 95% level.

**Task 6.4 – Prepare 95% Estimate of Probable Costs**

The estimate of probable construction costs will be updated to reflect the 95% plans and Special Provisions.

**Task 6.5 – Submit 95% PS&E**

KHA will submit 95% PS&E package to the City and ADOT for review. It is anticipated that both ADOT and the City will require an electronic pdf copy of the submittal.

**Task 6.6 – 95% Comment Review Meeting**

The Consultant will set up a comment review meeting to discuss comments to the 95% PS&E from the City and ADOT. The Consultant will provide meeting minutes to document the review meeting discussion. The Consultant will also prepare and submit a comment response form which will document comments received to the 95% plans as well as the Consultant's response to each comment.

**Task 6 Deliverables:**

1. Submittal of 95% PS&E Package
1. 95% Comment Response Form
2. 95% Comment Review Meeting Minutes
3. 95% Communications Meeting Minutes

**Task 8. – Prepare 100% Plans, Specifications, and Estimate**

**Task 7.1 – Prepare 100% PS&E**

Based on the 95% review comments, plans, Special Provisions, and estimates will be finalized.

**Task 7.2 – Submit 100% PS&E**

One set of final contract documents will be submitted to the City and ADOT for bid. Based on the final quantities, the Consultant will prepare and provide a bid item schedule.

The Consultant will also prepare and submit a comment response form which will document comments received to the 95% plans as well as the Consultant's response to each comment. Upon project closeout, the Consultant will provide electronic versions of the final plans, Special Provisions, estimate of probable cost, and bid schedule to the City.

**Task 7 Deliverables:**
1. One set of the final plans – 100% submittal with comments resolved. Sealed and signed full size pdf electronic sheets.
2. One set of the Special Provisions in Word format
3. One set of estimate of probable cost in Excel format
4. Bid schedule in Excel format

**Allowances**

All allowances are to be used at the discretion of the City of Buckeye and require approval by the City's Project Manager in writing prior to work being performed or billed.

**Task 9. – Railroad Coordination Allowance**

A railroad coordination allowance is included in the amount of $45,000.00. This allowance will be utilized as directed by the City to cover tasks associated with railroad coordination, including for a potential pre-emption connection between the new traffic signal at Baseline Road.

## Subconsultant Allowances

### Task 10. – Traffic Counts

Kimley-Horn's subconsultant, FDS, will collect traffic counts to provide additional data for the traffic analysis allowance task.

## Direct Expenses

Direct reimbursable expenses such as express delivery services, fees, vehicular mileage, and other direct expenses will be billed at times cost. A summary of anticipated expenses is shown in **Appendix A** of this document.

## Services Not Included

Any other services, including but not limited to the following, are not included in this Task Adjustment:

- Environmental Services
- Geotechnical Investigations
- Pothole investigations
- Post-design or construction phase services
- ADOT C&S Coordination
- Public involvement
- Cross-section plan sheets
- Title reports, appraisals, negotiations, or other land & title services
- Right-of-way acquisition
- Legal descriptions and exhibits
- Topographic survey
- Any other services not specifically listed above

## Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

## Schedule

Following receipt of NTP, we will work with the City Project Manager to develop a detailed submittal schedule. We will provide our services as expeditiously as practicable with the goal of completing the final design this schedule.

Kimley-Horn is not responsible and shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, third parties, or governmental agencies such as ADOT or private utilities

## Fees and Expenses

Kimley-Horn will perform the services in **Tasks 1 - 10** on a labor fee plus expense basis with the maximum labor fee shown in **Appendix A**.

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

# APPENDIX A
# FEE SUMMARY

## Summary of Consultant's Compensation

Kimley»Horn

**Project Location:** SR85 - MC85 to I-10
**Project Description:** Traffic Analysis and ITS Improvements

7740 N 16th Street,
Suite 300
Phoenix, AZ 85020
602.216.1298

**5/23/2024**

**CONTRACT LABOR**

| Classification | Man Hours | Billable Rates | | Labor Costs |
|---|---|---|---|---|
| Senior Professional II | 151 | $ 240.00 | | $ 36,240.00 |
| Senior Professional I | 63 | $ 225.00 | | $ 14,175.00 |
| Professional | 340 | $ 170.00 | | $ 57,800.00 |
| Analyst/ Designer | 289 | $ 135.00 | | $ 39,015.00 |
| Admin | 16 | $ 100.00 | | $ 1,600.00 |
| | | | **Subtotal Contract Labor** | **$ 148,830.00** |

**DIRECT AND OUTSIDE EXPENSES**

| | | | |
|---|---|---|---|
| General Expenses | | | $ 452.00 |
| | | **Subtotal General Expenses** | **$ 452.00** |

**DESIGN ALLOWANCES**

| | | | |
|---|---|---|---|
| Railroad Coordination Allowance | | | $ 45,000.00 |
| | | **Subtotal Design Allowances** | **$ 45,000.00** |

**SUBCONSULTANT ALLOWANCES**

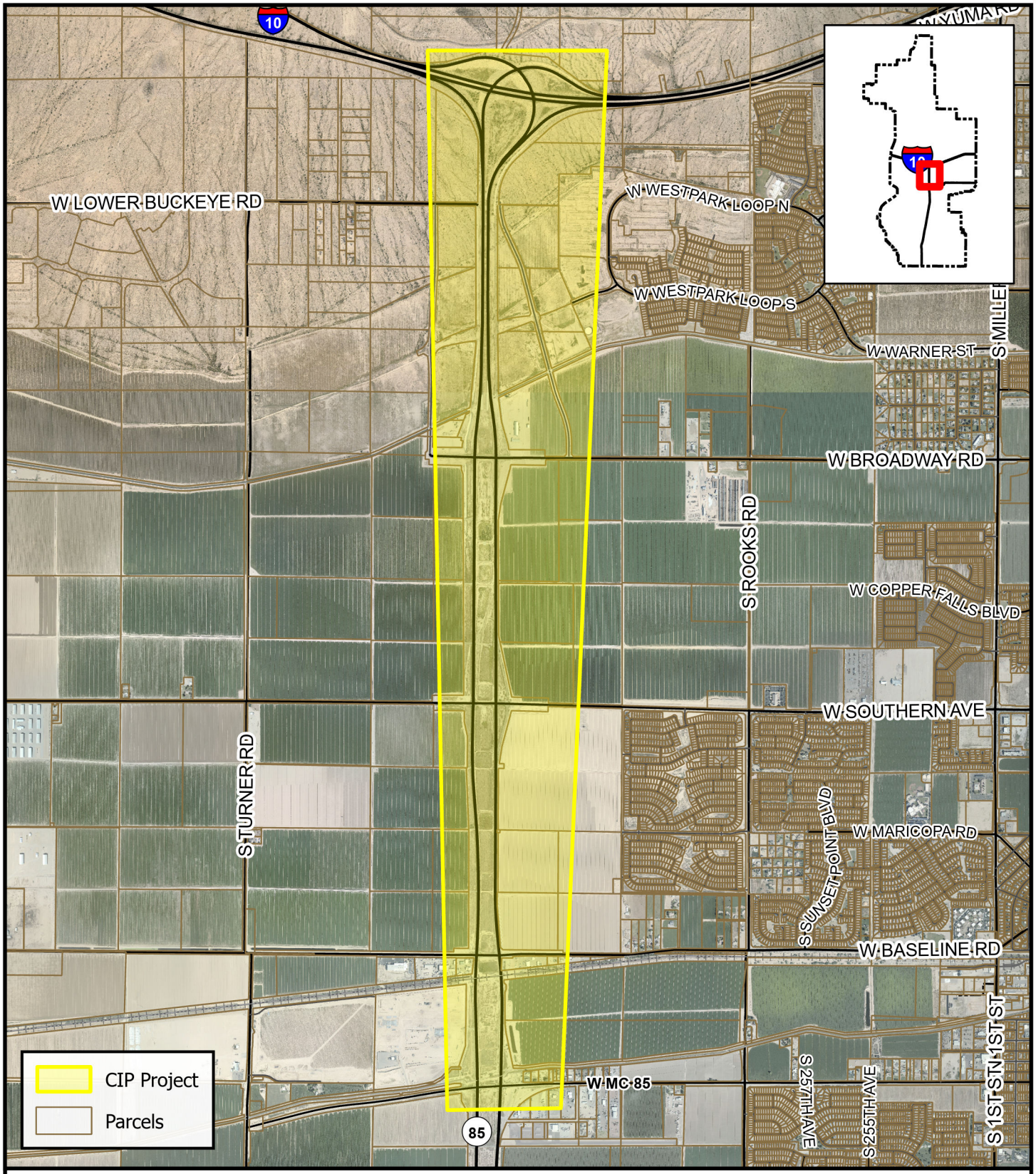
| Subconsultant | Task | | Fee |
|---|---|---|---|
| FDS | Traffic Counts | | $ 3,200.00 |
| | | **Subtotal Allowances** | **$ 3,200.00** |
| | | **Total Contract Fee** | **$ 197,482.00** |

## Detail of Consultant's Compensation
## City of Buckeye
## SR85 Trafic Analysis and ITS Improvements
## MC85 to I-10

| TASK DESCRIPTION | SUBTOTAL | Senior Professional II $ 240.00 | Senior Professional I $ 225.00 | Professional $ 170.00 | Analyst/ Designer $ 135.00 | Admin $ 100.00 |
|---|---|---|---|---|---|---|
| **TASK 1 - TRAFFIC ANALYSIS** | **$ 34,630.00** | **43** | **-** | **143** | **-** | **-** |
| Obtain, review, and summarize daily and peak hour traffic data | $ 1,940.00 | 1 | | 10 | | |
| Site Visit | $ 3,280.00 | 8 | | 8 | | |
| Prepare corridor graphic for displaying 2030 traffic projections | $ 1,430.00 | 1 | | 7 | | |
| Develop Existing Conditions Vissim Model and Calibrate | $ 4,600.00 | 5 | | 20 | | |
| Prepare future volumes for Vissim models | $ 2,420.00 | 3 | | 10 | | |
| Develop two future Vissim alternatives (signalized and roundabout) | $ 5,320.00 | 8 | | 20 | | |
| Traffic Analysis/Develop AM+PM Signal Timings and Coordination and Summarize Results | $ 3,510.00 | 4 | | 15 | | |
| Conduct sensitivity analysis to determine year prior to 2030 where UPRR at-grade crossing is not impacted | $ 3,750.00 | 5 | | 15 | | |
| Initial Traffic Report | $ 6,540.00 | 6 | | 30 | | |
| Final Traffic Report | $ 1,840.00 | 2 | | 8 | | |
| **TASK 2 - PROJECT MANAGEMENT AND MEETINGS** | **$ 18,850.00** | **31** | **10** | **27** | **22** | **16** |
| Project Administration, Bi-Weekly Progress Reports, Invoicing | $ 8,010.00 | 16 | 6 | 4 | 4 | 16 |
| Project Kickoff Meeting (up to 1) | $ 1,430.00 | 2 | | 4 | 2 | |
| Project Progress Meetings (up to 5) | $ 3,580.00 | 5 | 2 | 5 | 8 | |
| Project Field Review | $ 2,970.00 | 4 | 2 | 6 | 4 | |
| Project RID Meeting | $ 1,430.00 | 2 | | 4 | 2 | |
| Project BWCDD Meeting | $ 1,430.00 | 2 | | 4 | 2 | |
| **TASK 3 - DATA COLLECTION & BASE MAP** | **$ 4,420.00** | **6** | **-** | **8** | **12** | **-** |
| Data Collection | $ 4,420.00 | 6 | | 8 | 12 | |
| **TASK 4 - ADOT COORDINATION** | **$ 6,000.00** | **5** | **10** | **15** | **-** | **-** |
| ADOT Coordination | $ 6,000.00 | 5 | 10 | 15 | | |
| **TASK 5 - UTILITY AND RIGHT-OF-WAY COORDINATION** | **$ 25,915.00** | **22** | **13** | **47** | **72** | **-** |
| Utility Coordination and Clearance | $ 3,300.00 | 2 | 2 | 6 | 10 | |
| R/W Coordination | $ 2,150.00 | 2 | 2 | 4 | 4 | |
| UPRR Coordination | $ 10,975.00 | 10 | 5 | 20 | 30 | |
| RID Coordination | $ 6,630.00 | 6 | 2 | 12 | 20 | |
| BWCDD Coordination | $ 2,860.00 | 2 | 2 | 5 | 8 | |

## Detail of Consultant's Compensation
## City of Buckeye
## SR85 Trafic Analysis and ITS Improvements
## MC85 to I-10

| TASK DESCRIPTION | SUBTOTAL | Senior Professional II | Senior Professional I | Professional | Analyst/ Designer | Admin |
|---|---|---|---|---|---|---|
| | | $ 240.00 | $ 225.00 | $ 170.00 | $ 135.00 | $ 100.00 |
| **TASK 6 - PREPARE 60% PS&E** | **$ 37,110.00** | **19** | **18** | **66** | **128** | **-** |
| Prepare Basefile | $ 7,890.00 | | 2 | 12 | 40 | |
| Prepare 60% Plans (61 sheets) | $ 18,690.00 | 6 | 12 | 30 | 70 | |
| Prepare 60% Special Provisions | $ 3,560.00 | 4 | 4 | 10 | | |
| Prepare 60% Estimate | $ 3,910.00 | 5 | | 8 | 10 | |
| Submit 60% PS&E | $ 1,360.00 | 2 | | 2 | 4 | |
| 60% PS&E SOC | $ 1,700.00 | 2 | | 4 | 4 | |
| **TASK 7 - PREPARE 95% PS&E** | **$ 14,170.00** | **14** | **8** | **26** | **34** | **-** |
| Prepare 95% Plans (67 Sheets) | $ 5,650.00 | 4 | 4 | 8 | 18 | |
| Prepare 95% Special Provisions | $ 3,490.00 | 4 | 4 | 8 | 2 | |
| Prepare 95% Estimate | $ 1,970.00 | 2 | | 4 | 6 | |
| Submit 95% PS&E | $ 1,360.00 | 2 | | 2 | 4 | |
| 95% PS&E SOC | $ 1,700.00 | 2 | | 4 | 4 | |
| **TASK 8 - PREPARE 100% PS&E** | **$ 7,735.00** | **11** | **4** | **8** | **21** | **-** |
| Prepare 100% Plans | $ 2,690.00 | 2 | 2 | 4 | 8 | |
| Submit 100% PS&E | $ 1,360.00 | 2 | | 2 | 4 | |
| Submit 100% PS&E | $ 1,360.00 | 2 | | 2 | 4 | |
| COB Specification Coordination | $ 2,325.00 | 5 | 2 | | 5 | |
| **SUBTOTAL DIRECT LABOR** | **$ 148,830.00** | **151** | **63** | **340** | **289** | **16** |
| | | | | | | |
| **DIRECT EXPENSES** | | | | | | |
| **EXPENSES** | **$ 452.00** | | | | | |
| Vehicular Mileage (5 Trips @ 112 miles/visit @ $0.50/mile) | $ 302.00 | | | | | |
| Miscellaneous Expenses (Deliveries, Plotting, Etc.) | $ 150.00 | | | | | |
| | **$ 452.00** | | | | | |
| | | | | | | |
| **DESIGN ALLOWANCES** | | | | | | |
| **TASK 9 - RAILROAD COORDINATION ALLOWANCE** | **$ 45,000.00** | **-** | **-** | **-** | **-** | **-** |
| Railroad Coordination Allowance | $ 45,000.00 | | | | | |
| **SUBTOTAL DESIGN ALLOWANCES** | **$ 45,000.00** | **0** | **0** | **0** | **0** | **0** |
| | | | | | | |
| **SUBCONSULTANT ALLOWANCE** | | | | | | |
| **TASK 10 - TRAFFIC COUNTS (FDS)** | **$ 3,200.00** | | | | | |
| Traffic Counts | $ 3,200.00 | | | | | |
| **SUBTOTAL SUBCONSULTANT ALLOWANCES** | **$ 3,200.00** | | | | | |
| | | | | | | |
| **TOTAL CONTRACT FEE - NOT TO EXCEED** | **$ 197,482.00** | | | | | |




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 108060 SR 85 and Improvements from MC85 to Interstate 10

0 0.25 0.5 1 Miles

N

Date: 7/2.

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.O. ENG - CIP No. 105660 Rooks Road Bridge at BID - Change Order #2 Burgess & Niple, Inc. |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** 1 |
| **STAFF LIAISON:** James Zwerg, CIP Project Manager, jzwerg@buckeyeaz.gov, (602) 558-2076 | |
| **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. 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.

## SUMMARY

**PROJECT DESCRIPTION:**
The proposed Change Order #2 will include Design and Construction Drawings for the construction of Rooks Road from MC85 North to Baseline Road. There will be coordination with the separate design of the Buckeye Irrigation District canal bridge and Lateral 24 relocation, Roosevelt Irrigation District Lateral 18 relocation, APS 69KV overhead power lines, APS Palo Verde effluent water line reinforcement and the inclusion of any Right-of-way and easements necessary for the relocation of existing utilities affected by the new roadway.

**BENEFITS:**
Change Order #2 will allow Burgess & Niple, Inc. the additional funding and time required for its commitment and delivery of this project.

**FUTURE ACTION:**
A contract for construction will be presented to the City Council for approval.

**FINANCIAL IMPACT STATEMENT:**
The project is programed in the CIP program in FY25. The total cost of this Change Order is $148,019.88.

- CIP Project 105660 is budgeted in FY25 in the amount of $10,590,000 (all phases and scopes)
- Burgess & Niple, Inc. have an open Purchase Order from FY24 in the amount of $249,907.44.
- This Change Order #2 proposal is in the amount of $148,019.88.
- This will bring the new current project cost to $10,441,980.12 out of the $10,590,000.

**CURRENT FISCAL YEAR TOTAL COST:**
The total cost of Change Order #2 is in the amount of $148,019.88.

**BUDGETED:**
Yes

**FISCAL YEAR:**
FY 25

---

**FUND/DEPARTMENT:**
50213170-543181

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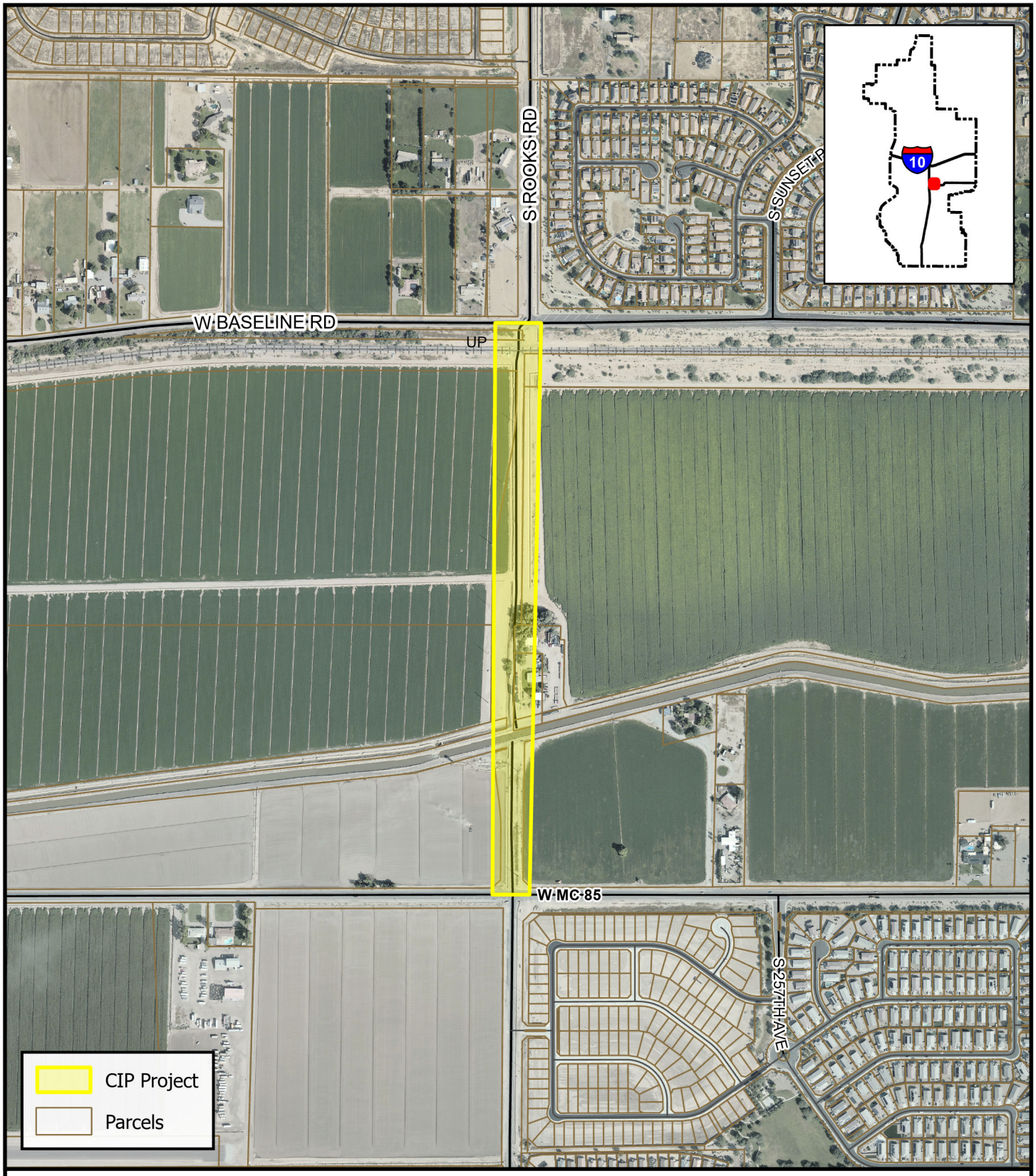
**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
CIP105660_8x10.pdf
Burgess and Niple, Inc. 2022003.06 TO1 CO2.pdf




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 105660 Rooks Road Bridge at BID

0 300 600 1,200 Feet

N

Date: 7/2

**ON-CALL CONSULTING FOR**
**ENGINEERING AND ARCHITECTURAL SERVICES**
**BETWEEN**
**THE CITY OF BUCKEYE**
**AND**
**BURGESS & NIPLE, INC.**
**CONTRACT NO. 2022003.06**
**TASK ORDER NO. 1**

## CHANGE ORDER # 2

THIS CHANGE ORDER # 2 (this "Change Order") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City") and Burgess & Niple, Inc., an Ohio corporation (the "Consultant"). This Change Order modifies certain sections of Task Order No. 1 to Contract No. 2022003.06 (the "Task Order"), with those sections not expressly modified remaining in full effect pursuant to their terms.

## CONTRACT CHANGES:

1. **Article 1 –** Scope of Services and **Exhibit A –** Consultant's Proposal, are amended to incorporate the additional services set forth in **Exhibit 1 of Change Order #2**.

2. **Article 2 –** Schedule of Completion of Services, is amended by extending the anticipated completion of services to on or before June 30, 2025.

3. **Article 3 –** Fee Breakdown, the not-to-exceed amount to complete the work has been increased by $148,019.88, from $249,901.44 to $397,921.32.

## RECITAL OF CONTRACT TERM (END-DATE) AND CONTRACT PRICE:

The original Contract term end-date was March 1, 2024.
The amended Contract term end-date at the time of this Change Order was October 17, 2024.
The amended Contract term end-date after this Change Order is and shall be June 30, 2025.
The original Contract Price was not-to-exceed (NTE) $248,931.44.
The amended Contract Price at the time of this Change Order was NTE $249,901.44.
The amended Contract Price after this Change Order is and shall be NTE $397,921.32.

## ADDITIONAL PROVISIONS:

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, the Contract, and any other contract documents, the documents shall govern in that order.

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.

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

CONSULTANT:

BURGESS & NIPLE, INC.,
an Ohio corporation

Jason Pagnard, Vice President

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: CBJCHBCAABAA4L_nLynFuzFCmNu_RjtXUH_TSF5gU4rh

# Exhibit 1

James Zwerg, RA
Project Manager
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326

Re: On-Call Consulting for Engineering and Architectural Services
Contract No. 2022003.06
Contract Modification 2 for Rooks Road Improvements

May 20, 2024

Dear Mr. Zwerg:

Please find attached the Contract Modification 2 documentation as requested by the City. Attached you will find the Scope of Work and Fee Schedule.

Please do not hesitate to contact us with any questions. We look forward to continuing working with you and continuing our partnership with the City.

Respectfully,

Jason Pagnard, PE
Vice President
Jason.Pagnard@burgessniple.com

David Lenzer, PE
Project Manager
david.lenzer@burgessniple.com

**EXHIBIT A**

**Scope of Work**
**Contract Modification 2**

**City of Buckeye**
**Rooks Road (MC85 to Baseline Road) Improvements**

**May 20, 2024**

The City of Buckeye (CITY) has requested additional services from Burgess & Niple (B&N, ENGINEER) for roadway improvements to Rooks Road between an access road on the Kore Power site and MC85 (PROJECT).

**Task Series 600 – Contract Modification 2**

**Task 601 – Coordination and Design Revisions with CITY**

B&N will participate in recurring calls with the CITY PM to discuss PROJECT status and inform the CITY PM of critical work elements needed from the CITY, the B&N Team, or from the design teams (EXTERNAL DESIGN TEAMS) developing concepts for other entities including but not limited to:

- George Cairo Engineering – Designer for Buckeye Water Conservation and Drainage District (BWCDD)
- SSOE Group - Designer for Kore Power
- CVL – Designer of Sanitary Sewer Improvements for the City of Buckeye
- Designer for Roosevelt Irrigation District (RID) – To Be Determined
- Hunter Engineering – Designer for the Crimson Canyon Development south of MC85.

B&N will assist with the onboarding of CITY staff who are new to the PROJECT. B&N will collaborate with the CITY to revise design elements (e.g. profile design, irrigation relocation alignments, future existing ground conditions, etc.), survey benchmark data, and right-of-way (ROW) needs. B&N will revise the PROJECT design to account for changes from the CITY's feedback.

**TASK 602 – Design Criteria Memorandum**

B&N will develop a Design Criteria Memorandum to document the design criteria elements that vary from CITY standards. B&N will submit the memorandum for CITY review. B&N will have a professional engineer seal the final approved Design Criteria Memorandum.

**TASK 603 – Conceptual Intersection Design**

B&N will coordinate with CITY staff to analyze conceptual intersection configurations of the interim and ultimate Rooks Road and MC 85 intersection. B&N will develop intersection concepts that consider the following:

- with and without a southbound right-turn pocket;
- with an island between the southbound right-turn pocket and the through lane;
- future signal equipment placement; and
- minimization of utility conflicts.

This task does not include effort to analyze or develop concepts of the southern leg of the intersection.

**TASK 604 – Coordination and Design Revisions with EXTERNAL DESIGN TEAMS**

B&N will conduct recurring biweekly meetings with the CITY, project stakeholders, and EXTERNAL DESIGN TEAMS. B&N will develop meeting agendas and distribute meeting summaries. B&N will host a file sharing site to share design files with the EXTERNAL DESIGN TEAMS. B&N will collaborate with EXTERNAL DESIGN TEAMS to revise PROJECT limits, design elements (e.g. profile design, irrigation relocation alignments, future existing ground conditions, etc.) and survey benchmark data. B&N will revise the PROJECT design to account for the EXTERNAL DESIGN TEAMS' improvements.

**TASK 605 – PROJECT and EXTERNAL DESIGN TEAMS Interface Exhibits**

B&N will prepare exhibits for the CITY that depict the CITY's Rooks Road improvements and the improvements designed by EXTERNAL DESIGN TEAMS. Separate exhibits will be developed to depict the ultimate and interim scenarios.

B&N will develop a maximum of ten exhibits.

**Task 606 – Right-of-Way Determination**

B&N will develop linework for rights-of-way needed for the PROJECT to assist the CITY to determine the easements and fee rights-of-way needed. B&N will participate in virtual meetings with CITY Project Manager (PM) and CITY right-of-way (ROW) staff to coordinate right-of-way determination. B&N will coordinate with subconsultant Entellus to develop exhibits to communicate the proposed rights-of-way scenarios. The CITY is anticipated to use the exhibits to coordinate with other project stakeholders (e.g. Irrigation Districts and Utility Companies).

The B&N Team will develop a maximum of sixteen exhibits and participate in a maximum of 5 coordination meetings.

Subconsultant Entellus scope of work is included as an attachment.

**TASK 607 – 60% ROW Plan Revisions**

B&N will identify parcels impacted by the interim improvements. B&N will provide additional investigation to determine the likely ultimate ROW needs from these parcels. B&N will develop the 60% plans to depict the ultimate ROW needs from the parcels impacted by the interim improvements. B&N will revise the plans to solely show ROW needed for the construction of the interim improvements as directed by the CITY.

**Task 608 – Additional Legal Descriptions**

B&N will coordinate with Entellus to develop two additional legal descriptions for a total of eight legal descriptions.

Subconsultant Entellus scope of work is included as an attachment.

**TASK 609 – Additional Utility Coordination**

B&N will develop exhibits depicting the APS effluent line. B&N will coordinate with APS to determine the limits of the effluent line, including reconciling survey data provided by APS with the PROJECT coordinate system.

**Credits from Original Agreement and Contract Modification 1**

The Original Agreement and Contract Modification 1 included multiple allowance items. Allowance items related to Legal Descriptions and Geotechnical Investigation have been authorized and executed. The allowance item for Potholing is anticipated to be executed.

The remainder of the allowance items for Off-Site Drainage Improvement Design Services, Private Irrigation Relocation Design Services, and Utility Design Services (including the ATC permit) are no longer anticipated to be needed and the corresponding credits are shown in the fee proposal attachment.

**EXHIBIT B**
DESIGN SERVICES
FEE AND REIMBURSABLE COSTS

| | TASKS | PROJECT MANAGER | SENIOR ENGINEER | ENGINEER 2 | |
|---|---|---|---|---|---|
| | Hourly Rates by Category : | $ 190.00 | $ 215.00 | $ 135.00 | $ |
| | **Rooks Road Improvements** | | | | |
| **600** | **Contract Modification 2** | **492** | **216** | **732** | |
| 601 | Coordination and Design Revisions with City of Buckeye | | | | |
| | Meetings | 40 | 20 | 20 | |
| | Design Revisions | 60 | 60 | 120 | |
| 602 | Design Criteria Memorandum | 60 | 60 | 48 | |
| 603 | Conceptual Intersection Design | 48 | 4 | 100 | |
| 604 | Coordination and Design Revisions with EXTERNAL DESIGN TEAMS | | | | |
| | Meetings | 60 | 32 | 32 | |
| | Design Revisions | 48 | 4 | 100 | |
| 605 | PROJECT and EXTERNAL DESIGN TEAMS Interface Exhibits | 28 | 4 | 88 | |
| 606 | Right-of-Way Determination | | | | |
| | Linework | 24 | 4 | 40 | |
| | Meetings | 20 | 16 | 0 | |
| | Exhibits | 60 | 0 | 100 | |
| 607 | 60% ROW Plan Revisions | 24 | 4 | 32 | |
| 608 | Additional Legal Descriptions | 4 | 4 | 12 | |
| 609 | Additional Utility Coordination | 16 | 4 | 40 | |
| | | | | | |
| | **LABOR SUBTOTALS** | **492** | **216** | **732** | |

| | | | | | |
|---|---|---|---|---|---|
| | **Credits from Original Agreement and Contract Modification 1** | **-12** | **-108** | **-197** | |
| 504 | Off-Site Drainage Improvements Design Services | -4 | -40 | -82 | |
| 505 | Private Irrigation Relocation Design Services | -4 | -16 | -1 | |
| 506 | Utility Design Services | -4 | -52 | -114 | |
| | MCESD ATC Permit Fee (Expedited) | | | | |
| | | | | | |
| | | | | | |
| | **CREDIT TOTAL** | | | | |

| |
|---|
| **Original Contract Total (Excluding Allowances)** |
| **Contract Modification 1 (Excluding Allowances)** |
| **Executed Allowances** |
| **Reserved Allowance for Future Execution** |

# ROOKS ROAD – BASELINE ROAD TO MC-85

## CONTRACT MODIFICATION #1
## SCOPE OF WORK
## EXHIBIT "A"
May 14, 2024

### GENERAL SCOPE

Entellus had previously provided an Allowance scope and fee to cover 6 legal descriptions. This Allowance was ultimately used to provide right-of-way strip maps for design discussions between Burgess & Niple and the City of Buckeye. It has now been determined that both legal descriptions and additional survey services will be needed to complete the scope of work for this project. These tasks are itemized below.

### PHASE 3 ADDITIONAL SURVEY SERVICES

3.1 *Additional Project Management and Administrative Services*
Time is included for additional management of staff, coordinating with Burgess & Niple, the City, and other shareholders, and administrative tasks as necessary.

3.2 *Strip Map Revisions*
It is anticipated that two more iterations of revisions to the strip map Entellus has already provided will be needed to address City comments and overall design concerns for the project.

3.3 *Legal Descriptions*
Besides the original six (6) legal descriptions that were already scoped, Entellus will develop two (2) additional legal descriptions required to acquire additional right-of-way or easements for a total of eight (8) descriptions. Each document will include a written legal description, exhibit drawing, and polyline closure reports. Documents will be provided in a recordable 8.5" by 11" format meeting City standards for easement acquisition. Existing information as obtained from title reports provided by the City will be shown on the exhibit drawings.

3.4 *Right of Way Acquisition Exhibit Development*
Additional time is included to provide exhibits for Burgess & Niple to assist with right-of-way acquisition. Up to 4 additional exhibits can be provided based on the hours shown.

## DELIVERABLES

The final legal description deliverables will include:

- 8.5” by 11” exhibit drawings and legal description documents in PDF format also to be available in hard copy format as necessary

The strip map and right-of-way exhibit drawings will be in a format legible and printable on either 11” by 17” or 24” by 36” format.

## SCHEDULE

Entellus is available to start this work at Burgess & Niple’s discretion. All 8 legal descriptions can be provided approximately 3 weeks after easement alignments are provided by Burgess & Niple. Strip map revisions and right-of-way exhibit drawings will be provided in a timely manner after designated by Burgess & Niple. Delivery schedules to be negotiated as tasks are assigned.

Entellus
BUCKEYE, AZ
3033 N. 44th Street, Suite 250, Phoenix, AZ 85018
(602) 244-2566
engineers@entellus.com
www.entellus.com

City of Buckeye Project Contract No. 2022003.006
Burgess & Niple
Entellus Project # 460.015
May 14, 2024

City of Buckeye
Rooks Road - Baseline Road to MC85

PROJECT HOURS AND FEES

| Task | WORK ITEM DESCRIPTION | Principal $ 254.32 | Survey Manager $ 188.94 | Senior Designer $ 143.10 | Designer $ 95.59 | Admin. Assistant $ 85.27 | Proj. Surv. RLS $ 130.68 | CADD Tech $ 78.63 | 2-Man Crew $ 168.96 | Total Hours | Total Amount | Direct Expenses |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Survey Tasks | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - | $0.00 |
| | 1.1 Project Management and Admin | | | | | | | | | 0 | $ - | |
| | 1.2 Control Survey | | | | | | | | | 0 | $ - | |
| | 1.3 Topographic Survey | | | | | | | | | 0 | $ - | |
| | 1.4 Existing manhole inverts / Water Valve Nuts | | | | | | | | | 0 | $ - | |
| | 1.5 Right-of-Way Basemap | | | | | | | | | 0 | $ - | |
| | | | | | | | | | | 0 | $ - | |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - | $ - |
| | | | | | | | | | | 0 | $ - | |
| | | | | | | | | | | 0 | $ - | |
| | | | | | | | | | | 0 | $ - | |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - | $0.00 |
| | | | | | | | | | | 0 | $ - | |
| | | | | | | | | | | 0 | $ - | |
| 2 | Allowances | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - | $ - |
| | 2.1 Legal Descriptions (6) | | | | | | | | | 0 | $ - | |
| | | | | | | | | | | 0 | $ - | |
| | | | | | | | | | | 0 | $ - | |
| | | | | | | | | | | 0 | $ - | |
| 3 | Additional Survey Services | 0 | 36 | 0 | 0 | 4 | 32 | 40 | 0 | 112 | $ 14,469.88 | $2,000.00 |
| | 3.1 Additional Project Management & Admin | | 4 | | | 4 | | | | 8 | $ 1,096.84 | |
| | 3.2 Strip Map Revisions (2 iterations) | | 8 | | | | 8 | 16 | | 32 | $ 3,815.04 | |
| | 3.3 Legal Descriptions (2) | | | | | | | | | 0 | $ - | $2,000.00 |
| | 3.4 ROW Acquisition Exhibit Development (4) | | 24 | | | | 24 | 24 | | 72 | $ 9,558.00 | |
| | | | | | | | | | | | | |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - | $ - |
| | | | | | | | | | | 0 | $ - | |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - | $ - |
| | | | | | | | | | | 0 | $ - | |
| | | | | | | | | | | 0 | $ - | |
| TOTAL STAFF HOURS BASIC DESIGN SERVICES | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| DIRECT LABOR COST | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | | $0.00 | |
| TOTAL STAFF HOURS FOR ADDITIONAL SERVICES ONLY | | 0 | 36 | 0 | 0 | 4 | 32 | 40 | 0 | 112 | | |
| ADDITIONAL LABOR COST | | $ - | $ 6,801.84 | $ - | $ - | $ 341.08 | $ 4,181.76 | $ 3,145.20 | $ - | | $14,469.88 | |
| TOTAL DIRECT EXPENSES | | | | | | | | | | | | $ 2,000.00 |
| TOTAL PROJECT COST (NOT TO EXCEED) | | | | | | | | | | | $16,469.88 | |

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.P. ENG - CIP No. 100980 Communication Tower Tartesso – Willmeng – Cooperative Contract Purchase Addendum (CCPA) |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** 1 |
| **STAFF LIAISON:** James Zwerg, CIP Project Manager, jzwerg@buckeyeaz.gov, (602) 558-2076 | |
| **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
The project involves the construction of a new Federal Communications Commission-compliant 180-foot communications tower. This includes the installation of radio equipment, building the tower structure and foundation, setting up a communication hut, creating site enclosures with electrical and grounding systems, and implementing a generator for power backup. By integrating these essential "vertical assets" into the City's communications infrastructure, this initiative not only addresses existing gaps but also lays the groundwork for fortified networks citywide. This will extend coverage to currently under-served or non-served regions, aligning with specifications for increased public safety radio coverage. Given the City's lack of adequate communication infrastructure, this project becomes pivotal, emphasizing the critical need for substantial vertical assets to effectively extend and augment networks, catering comprehensively to all departments' communication requirements.

**BENEFITS:**
The benefits include the augmentation, and provision of enhanced public safety communication, particularly for Fire and Police services, across the expansive "Simulcast J" network. With a focus on leveraging 9 channels within the RWC 700MHz spectrum, it aims to significantly bolster communication capabilities.

**FUTURE ACTION:**
The future action will support the leveraging of nine (9) channels within the RWC 700MHz spectrum, it aims to significantly bolster communication capabilities and purchasing the communications and final radio equipment necessary.

**FINANCIAL IMPACT STATEMENT:**
The contract amount is budgeted for the management and construction of the tower and emergency communication equipment at this time.

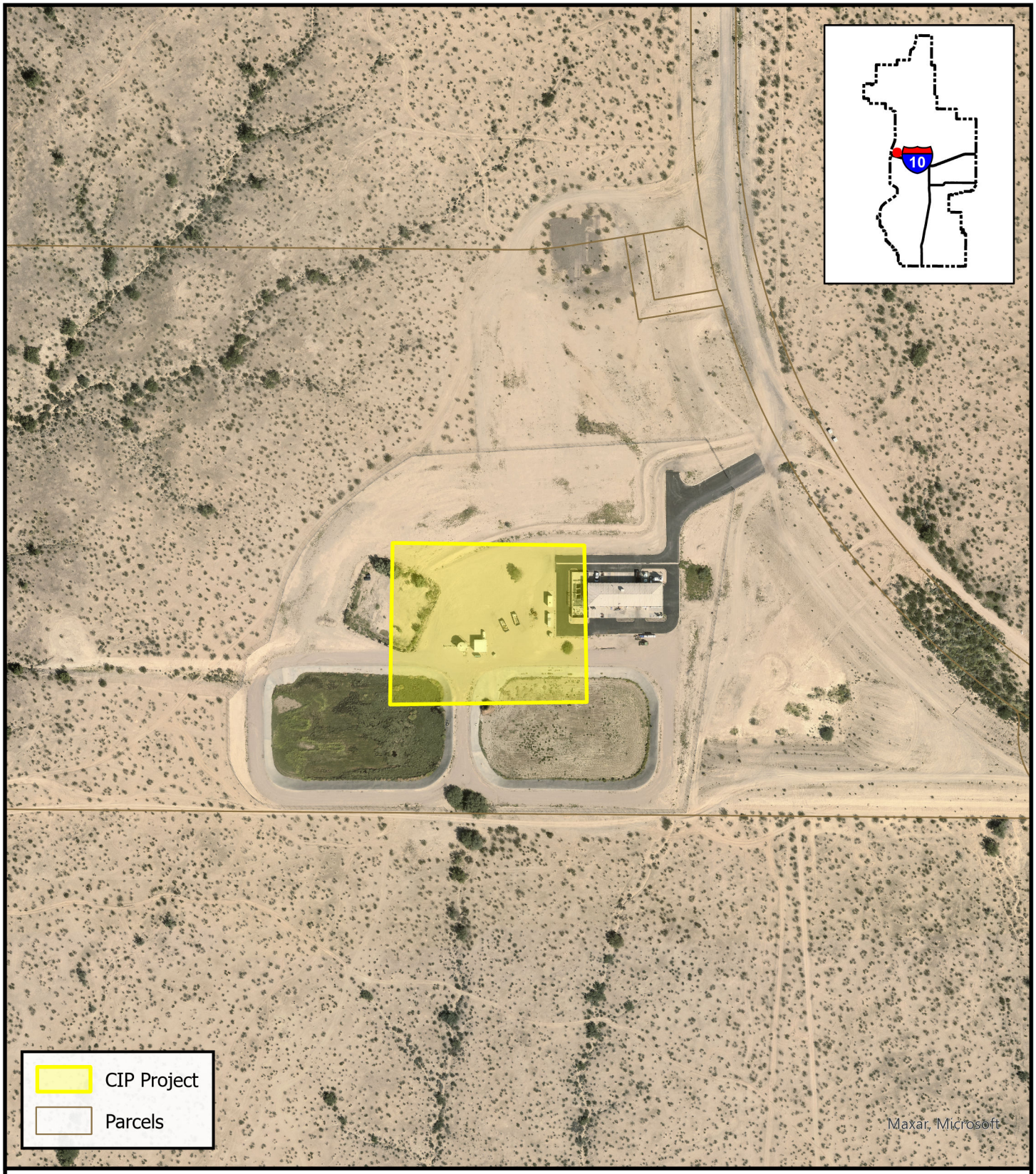
**CURRENT FISCAL YEAR TOTAL COST:**
The current fiscal year total for this management and construction of this project in the CCPA will not exceed $1,793,473.67.

**BUDGETED:**
Yes

**FISCAL YEAR:**
FY 25

**FUND/DEPARTMENT:**
50212121-543187

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
CIP100980_8x10.pdf
Willmeng Construction, Inc. #2024188.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 100980 Communication Tower Tartesso

0 100 200 400 Feet

N

Date: 7/2.

**COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)**
**BETWEEN THE CITY OF BUCKEYE**
**AND**
**WILLMENG CONSTRUCTION, INC.**

**TARTESSO COMMUNICATIONS TOWER**
**CONTRACT NO. 2024188**

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of _____ between the City of Buckeye, an Arizona municipal corporation (the "City"), and Willmeng Construction, Inc., an Arizona corporation (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of Exhibit A, the City of Peoria and Contractor entered into Contract No. ACON021319, dated May 22, 2019 (such contract and subsequent amendments thereto herein referred to as the "Peoria 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 "Proposal"); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the Peoria 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 Peoria Contract, except to the extent superseded herein. All references in the Peoria Contract to the City of Peoria shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth above for approval and remain in effect for eighteen (18) months unless such term is modified or extended pursuant to the terms of the Peoria 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 **One Million Seven Hundred Ninety-Three Thousand Four Hundred Seventy Three Dollars and Sixty-Seven Cents (1,793,473.67)**.

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 Peoria Contract, and Exhibit B, the documents shall govern in that order.

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 the terms of this Cooperative Contract Purchase Addendum (CCPA).

[SIGNATURE PAGE TO FOLLOW]

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

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

**CONTRACTOR**

WILLMENG CONSTRUCTION, INC.,
an Arizona corporation

Mike Mongelli, President



Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAcDoKpbNckgLMPlUa0dD5qSmINOjQc

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2024188

[Peoria Contract]

See following pages.

City of Peoria

FINANCE DEPARTMENT
MATERIALS MANAGEMENT

# CONTRACT AUTHORIZATION AND SIGNATURE – COVER SHEET

(For City Use Only)

## CONTRACT DETAILS

☐ New Contract ☒ Amendment ☐ Extension ☐ Other:

**Purchasing Job Number:** P19-0034B **Buyer Name:** Stephanie Roman

**Vendor / Contractor:** Willmeng Construction

**Contract Title:** JOC for General Building Construction (Master)

**Description:** An amendment to extend the life of the contract on a month-to-month basis, not to exceed six months (11.21.2024)

**Start Date:** 05.21.2019 **End Date:** 05.21.2024 **Term Contract?** ☐ No ☒ Yes **Final Expiration:** 11.21.2024

## FINANCIAL DETAILS

**City Department:** Development and Engineering **Department Rep:** Ed Striffler

**Budget Account #:** **CIP#:**

**A. This document amount:** $ 0.00

**B. Total of all previous executed amounts for this contract:** $

**C. Total Contract Amount:** $ 0.00

## APPROVALS

**Council Approval Required?:** ☒ No ☐ Yes: Council Date:

**Special Instructions:** Master Contract:

https://peoriaaz.bonfirehub.com/contracts/51101/documents

(Copy and Paste URL into Browser)

**Department Manager:** _____ **Risk Manager:** _____

**Department Director:** Dan Nissen **City Manager:** _____

**Deputy City Manager:** _____ **City Attorney:** Brad K. Keogh for

**Materials Manager:** Christine Finney **City Clerk:** Jill A. Boltz for

**CONTRACT NUMBER:** ACON21319H **REFERENCE DOCUMENT(S):** See URL Above

# CONTRACT AMENDMENT

Solicitation No: P19-0034B Page 1 of 1

Description: JOC for General Building Construction

Amendment No: Eight (8) Date: 04.22.2024

**Materials Management Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

**Buyer:** Stephanie Roman

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on **May 21, 2024**.

This contract is hereby extended on a month-to-month basis, not to exceed **six (6) months** (**November 21, 2024**), or until a new contract is in place, whichever is sooner. Unless otherwise expired, extended, or cancelled, this contract shall immediately expire upon award of a new contract.

**Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.**

| Signature | Date | Typed Name and Title | Company Name |
|---|---|---|---|
| Keith Sabia | 04/22/2024 | Keith Sabia, Principal-In-Charge | Willmeng Construction |

| Address | City | State | Zip |
|---|---|---|---|
| 2048 N. 44th Street, Suite 200 | Phoenix | AZ | 85008 |

Attested by:

Jill A. Boltz for

Agnes Goodwine, City Clerk

CC Number

City Seal
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City of Peoria, Arizona

ACON21319H
Contract Number

Dan Nissen

Director: Dan Nissen, Interim Development and Engineering Director

Project Manager: Ed Striffler, Architectural Services Manager

Approved as to Form:
Brad K. Keogh for

Emily Jurmu, City Attorney

The above referenced Contract Amendment is hereby Executed:

4/29/24 at Peoria, Arizona

Christine Finney

Christine Finney, Materials Manager

City of Peoria

FINANCE DEPARTMENT
MATERIALS MANAGEMENT

# CONTRACT AUTHORIZATION AND SIGNATURE – COVER SHEET

(For City Use Only)

## CONTRACT DETAILS

☐ New Contract ☒ Amendment ☐ Extension ☐ Other:

**Purchasing Job Number:** P19-0034B **Buyer Name:** Stephanie Roman

**Vendor / Contractor:** Willmeng Construction Inc.

**Contract Title:** JOC for General Building Construction (Master)

**Description:** An amendment to reflect an update in Procurement Code allowing individual job order contract value to be increased from three million to five million dollars.

**Start Date:** **End Date:** **Term Contract?** ☐ No ☐ Yes **Final Expiration:**

## FINANCIAL DETAILS

**City Department:** Development and Engineering **Department Rep:** Ed Striffler

**Budget Account #:** **CIP#:**

| | |
|---|---|
| **A. This document amount:** | $ 0.00 |
| **B. Total of all previous executed amounts for this contract:** | $ |
| **C. Total Contract Amount:** | $ 0.00 |

## APPROVALS

**Council Approval Required?:** ☒ No ☐ Yes: Council Date:

**Special Instructions:** Master Contract:

https://peoriaaz.bonfirehub.com/contracts/51101/documents
(Copy and Paste URL into Browser)

| | | | |
|---|---|---|---|
| **Department Manager:** | | **Risk Manager:** | |
| **Department Director:** | Dan Nissen | **City Manager:** | |
| **Deputy City Manager:** | | **City Attorney:** | Emily Jurmu |
| **Materials Manager:** | Christine Tinney | **City Clerk:** | Agnes Goodwine |

**CONTRACT NUMBER:** ACON21319G **REFERENCE DOCUMENT(S):** See URL Above

# CONTRACT AMENDMENT

Solicitation No: P19-0034B Page 1 of 1

Description: JOC for General Building Construction

Amendment No: Seven (7) Date: 12.04.2023

**Materials Management Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

**Buyer:** Stephanie Roman

The City of Peoria's Council has approved a change within the Procurement Code that reflects the following modification regarding JOCs:

Section 3.5., Job Order Value, has been amended to increase individual job order contracts' limit from $3,000,000.00 to **$5,000,000.00**.

**Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.**

| Signature | Date | Typed Name and Title | Company Name |
|---|---|---|---|
| Keith Sabia | 12/11/23 07:17 MST | Keith Sabia, Principal-In-Charge | Willmeng Construction |

| Address | City | State | Zip |
|---|---|---|---|
| 2048 N. 44th Street, Suite 200 | Phoenix | AZ | 85008 |

Attested by:

Agnes Goodwine

Agnes Goodwine, City Clerk

CC Number

City Seal
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City of Peoria, Arizona

ACON21319G
Contract Number

Dan Nissen

Director: Adina Lund, Development and Engineering

Project Manager: Ed Striffler, Architectural Services Manager

Approved as to Form:

Emily Jurmu

Emily Jurmu, City Attorney

The above referenced Contract Amendment is hereby Executed:

12/19/23 at Peoria, Arizona

Christine Finney

Christine Finney, Materials Manager

# CONTRACT AMENDMENT

Solicitation No: P19-0034B Page 1 of 1

Description: JOC for General Building Construction

Amendment No: Six (6) Date: 03/13/23

**Materials Management Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

**Buyer:** Terry Andersen

In accordance with the Job Order Contracting Contract, Section 2.1., Contract Term, the above referenced contract shall expire on May 21, 2023 and is hereby extended.

The New Contract Term is: **May 22, 2023** to **May 21, 2024**

**Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.**

| Keith Sabia | 3/20/23 21:10 MST | Keith Sabia, Principal-in-Charge | Willmeng Construction |
|---|---|---|---|
| Signature | Date | Typed Name and Title | Company Name |

| 2048 N. 44th Street, Suite 200 | Phoenix | AZ | 85008 |
|---|---|---|---|
| Address | City | State | Zip |

Attested by:

Jill A. Boltz for
Lori Dyckman, City Clerk

CC Number

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ACON21319F
Contract Number

Adina Lund
Director: Adina Lund, Development and Engineering

Edward Striffler
Project Manager: Ed Striffler, Architectural Services Manager

Approved as to Form:
Michael Dynes for
City Attorney

The above referenced Contract Amendment is hereby Executed:

March 21, 2023 at Peoria, Arizona

Christine Finney
Christine Finney, Materials Manager

# CONTRACT AMENDMENT

Solicitation No: P19-0034B Page 1 of 1

Description: JOC for General Building Construction

Amendment No: Five (5) Date: 06/23/22

**Materials Management Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

**Buyer:** Terry Andersen

ACON21319 shall be amended to include the following: The JOC shall be modified and the attached Job Order Cost Proposal Sheet and Pricing Matrix shall replace the existing Job Order Cost Proposal Sheet and Pricing Matrix. As per contract extension dated 5/12/22, any projects beginning on or after 5/22/22 shall be held to the new pricing.

**Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.**

| Keith Sabia | 06/23/2022 | Keith Sabia, Principal-in-Charge | Willmeng Construction, Inc. |
|---|---|---|---|
| Signature | Date | Typed Name and Title | Company Name |

| 2048 N. 44th St., Suite 200 | Phoenix | AZ | 85008 |
|---|---|---|---|
| Address | City | State | Zip |

Attested by:

Lori Dyckman

Lori Dyckman, City Clerk

CC Number

City Seal
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City of Peoria, Arizona

ACON21319E
Contract Number

Adina Lund

Director: Adina Lund, Development and Engineering

Project Manager: Ed Striffler, Architectural Services Manager

Approved as to Form:

Michael Dynes for

Vanessa P. Hickman, City Attorney

The above referenced Contract Amendment is hereby Executed:

June 27, 2022 at Peoria, Arizona

Christine Finney

Christine Finney, Materials Manager

# City of Peoria Job Order Cost Proposal

CONTRACTOR NAME: Wilmeng

| | | | |
|---|---|---|---|
| Contract Type | JOC for General Building Construction | City Project/CIP No.: | |
| Job Order No. | P19-0034 | Contractor's Job No.: | |
| City Project Mgr: | | Prepared by: | |
| Fee Type: | *Specify Lump Sum Fixed Price or GMP* | Date: | |
| Job Title: | | Revision: | |
| Location: | | Tax Method | |

**Brief Description of Work to be Performed (attach detailed scope of work, clarifications, assumptions, etc.)**

**SECTION A: PROFESSIONAL SERVICES (work performed lump sum and/or hourly)**

| Company | Description of Work to be Performed (Supporting quote & information attached) | Item Total |
|---|---|---|
| JOC Contractor Name | Preconstruction Services (Lump Sum) | $ 1.00 |
| JOC Contractor Name | Preconstruction Services (Reimbursable Expenses) | $ 1.00 |
| Design Professional Name | Architectural & Engineering Serices (Lump Sum) | $ 1.00 |
| Design Professional Name | Architectural & Engineering Serices (Reimbursable Expenses) | $ 1.00 |
| | | |
| | | |
| | Total Professional Svcs Cost (A1) | $ 4.00 |

| Position | Unit | Quantity | Professional Services Hourly Rate* Each | Professional Services Hourly Rate* Total | Position Total |
|---|---|---|---|---|---|
| Construction Principal | Hours | 1.0 | $ 142.38 | $ 142.38 | $ 142.38 |
| JOC Program Coordinator | Hours | 1.0 | $ 138.98 | $ 138.98 | $ 138.98 |
| Project Manager 1 (Senior Experience Level) | Hours | 1.0 | $ 123.78 | $ 123.78 | $ 123.78 |
| Project Manager 2 (Junior Experience Level) | Hours | 1.0 | $ 98.72 | $ 98.72 | $ 98.72 |
| Superintendent 1 (Senior Experience Level) | Hours | 1.0 | $ 115.80 | $ 115.80 | $ 115.80 |
| Superintendent 2 (Junior Experience Level) | Hours | 1.0 | $ 100.62 | $ 100.62 | $ 100.62 |
| Director of Preconstruction (Senior Experience Level) | Hours | 1.0 | $ 142.38 | $ 142.38 | $ 142.38 |
| Estimator 1 (Senior Experience Level) | Hours | 1.0 | $ 125.29 | $ 125.29 | $ 125.29 |
| Estimator 2 (Junior Experience Level) | Hours | 1.0 | $ 91.12 | $ 91.12 | $ 91.12 |
| Estimating Coordinator | Hours | 1.0 | $ 72.14 | $ 72.14 | $ 72.14 |
| | | | Total Professional Svcs Cost (A2) | | $ 1,151.21 |

** includes overhead and labor burden*

**SECTION B: LABOR (inclusive of burden)**

| Position | Unit | Quantity | Labor Cost Each | Labor Cost Total | Position Total |
|---|---|---|---|---|---|
| Construction Principal | Hours | 1.0 | $ 126.00 | $ 126.00 | $ 126.00 |
| JOC Program Coordinator | Hours | 1.0 | $ 126.00 | $ 126.00 | $ 126.00 |
| * Project Manager 1 (Senior Experience Level) | Hours | 1.0 | $ 109.20 | $ 109.20 | $ 109.20 |
| * Project Manager 2 (Junior Experience Level) | Hours | 1.0 | $ 87.36 | $ 87.36 | $ 87.36 |
| * Superintendent 1 (Senior Experience Level) | Hours | 1.0 | $ 102.48 | $ 102.48 | $ 102.48 |
| * Superintendent 2 (Junior Experience Level) | Hours | 1.0 | $ 89.04 | $ 89.04 | $ 89.04 |
| * Superintendent 3 (Junior Asst. Experience Level) | Hours | 1.0 | $ 80.64 | $ 80.64 | $ 80.64 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| * Assist. Project Manager | Hours | 1.0 | $ | 80.64 | $ | 80.64 | $ 80.64 |
| Project Engineer / Safety Manager | Hours | 1.0 | $ | 75.98 | $ | 75.98 | $ 75.98 |
| Safety Director | Hours | 1.0 | $ | 104.16 | $ | 104.16 | $ 104.16 |
| Project Coordinator | Hours | 1.0 | $ | 65.52 | $ | 65.52 | $ 65.52 |
| Laborer | Hours | 1.0 | $ | 63.84 | $ | 63.84 | $ 63.84 |
| *Note - * indicates position is eligible for Construction Vehicle or Allowance* | | | | | Total Labor Cost | | $ 1,110.86 |

## SECTION C: EQUIPMENT (supporting information attached)

| Item | Unit | Quantity | Equipment Each | Equipment Total | Item Total |
|---|---|---|---|---|---|
| Construction Vehicle w/ Fuel (Employee Allowance) | Week | 1.0 | $ 200.00 | $ 200.00 | $ 200.00 |
| Construction Plckup w/ Fuel (Heavy Duty) (Super) | Week | 1.0 | $ 400.00 | $ 400.00 | $ 400.00 |
| Construction Pickup w/ Fuel (Light Duty) (Super & PM) | Week | 1.0 | $ 350.00 | $ 350.00 | $ 350.00 |
| Company Vehicle w/ Fuel (Light Duty ) (PM Sedan) | Week | 1.0 | $ 300.00 | $ 300.00 | $ 300.00 |
| Employee Tech Package (Digital Devices & Apps) * | Week | 1.0 | $ 80.00 | $ 80.00 | $ 80.00 |
| Firm Owned Water Truck | Week | 1.0 | $ 2,100.00 | $ 2,100.00 | $ 2,100.00 |
| *Note - * indicates calculated on the total position/weeks* | | | | Total Equipment Cost | $ 3,430.00 |

## SECTION D: MATERIALS (including non-labor General Conditions / Requirements)

| Item | Unit | Quantity | Material Each | Material Total | Item Total |
|---|---|---|---|---|---|
| Material 1 | day | 1.0 | $ 1.00 | $ 1.00 | $ 1.00 |
| Material 2 | box | 0.0 | $ - | $ - | $ - |
| Material 3 | roll | 0.0 | $ - | $ - | $ - |
| Material 4 | ton | 0.0 | $ - | $ - | $ - |
| Material 5 | yard | 0.0 | $ - | $ - | $ - |
| Material 6 | Ea | 0.0 | $ - | $ - | $ - |
| Material 7 | Ea | 0.0 | $ - | $ - | $ - |
| Material 8 | ls | 0.0 | $ - | $ - | $ - |
| Material 9 | mo. | 0.0 | $ - | $ - | $ - |
| Material 10 | wk. | 0.0 | $ - | $ - | $ - |
| | | | | Total Materials Cost | $ 1.00 |

## SECTION E: SUBCONTRACTORS (including JOC Contractor self-performing as a subcontractor)

| Company | Description of Work to be Performed (Supporting quote & information attached) | Item Total |
|---|---|---|
| JOC Contractor Name | Grading | $ 1.00 |
| JOC Contractor Name | Underground Utilities | $ 1.00 |
| Subcontractor Name1 | Survey | $ 1.00 |
| Subcontractor Name2 | Special Inspections | $ 1.00 |
| Subcontractor Name3 | Electrical | $ 1.00 |
| Subcontractor Name4 | | $ - |
| Subcontractor Name5 | | $ - |
| Subcontractor Name6 | | $ - |
| Subcontractor Name7 | | $ - |
| Subcontractor Name8 | | $ - |
| | | $ - |
| | Total Subcontractor Cost | $ 5.00 |

## SECTION F: ALLOWANCES & CONTINGENCIES

| Company | Description of Allowances & Contingencies | Item Total |
|---|---|---|
| JOC Contractor Name | Allowance A Description | $ 1.00 |
| | Allowance B Description | $ - |
| | Permits | $ - |
| | Materials Testing | $ - |

| | | | |
|---|---|---|---|
| | Builder's Risk Insurance Premium | $ | - |
| | Professional Liability Insurance Premium (when applies) | $ | - |
| | | | |
| JOC Contractor Name | Contractor's Construction Contingency | $ | 1.00 |
| | | $ | - |
| City of Peoria | Owner's Construction Contingency | $ | 1.00 |
| | | $ | - |
| | | $ | - |
| | Total Allowances & Contingencies Cost | $ | 3.00 |

| | % (from Matrix) | | ($) |
|---|---|---|---|
| Subtotal Professional Services (A1+A2) | | $ | 1,155.21 |
| JOC Contractor's Fee (Professional Services) | 3.00% | $ | 34.66 |
| Sales Tax | 5.265% | $ | 62.65 |
| **Total Professional Services:** | | **$** | **1,252.51** |
| Subtotal Construction (B+C+D+E+F): | | $ | 4,549.86 |
| General Liability Insurance | 0.71% | $ | 32.30 |
| Bond | 0.85% | $ | 38.67 |
| JOC Contractor's Fee (Construction) | 10.00% | $ | 462.08 |
| Sales Tax | 5.265% | $ | 267.62 |
| **Total Construction :** | | **$** | **5,350.54** |
| **TOTAL JOB ORDER COST:** | | **$** | **6,603.05** |

Submitted by:

Name, Title

Date

*REV: 3/19/19 CF*

## City of Peoria
## JOC Pricing Matrix

**P19-0034, JOC for General Building Construction**

**Company Name: Willmeng Construction**

| Indirect Cost of the Work | $1.00 to $50,000 | $50,001 to $250,000 | $250,001 to $500,000 | $500,001 to $1,000,000 | $1,000,001 to $2,000,000 | $2,000,001 to $3,000,000 |
|---|---|---|---|---|---|---|
| Job Order Contractor's Fee *(Professional Svcs)* | 2.00% | 2.00% | 2.00% | 2.00% | 2.00% | 2.00% |
| Job Order Contractor's Fee *(Construction)* | 9.00% | 8.00% | 7.00% | 7.00% | 6.00% | 5.50% |
| Payment & Performance Bonds | 0.92% | 0.92% | 0.92% | 0.92% | 0.92% | 0.92% |
| Insurance: | | | | | | |
| General Liability | 0.65% | 0.65% | 0.65% | 0.65% | 0.65% | 0.65% |
| Builder's Risk | $100 ** | $100 ** | $100 ** | $200 ** | $250** | $300** |
| AZ/County/City Taxes (65% of .081) | 5.265% | 5.265% | 5.265% | 5.265% | 5.265% | 5.265% |
| (Assumes work performed in the City of Peoria) | | | | | | |
| **Total Indirect Cost %** *(Excl. Professional Svcs)* | **15.84%** | **14.84%** | **13.84%** | **13.84%** | **12.84%** | **12.34%** |
| **Total Indirect Cost %** *(Incl. Professional Svcs)* | **17.84%** | **16.84%** | **15.84%** | **15.84%** | **14.84%** | **14.34%** |
| | | | | | | |
| Labor Burden Multiplier (Percentage) *(on employee's base hourly wage rate)* | 1.62 | 1.62 | 1.62 | 1.62 | 1.62 | 1.62 |

** - Typically the rate is per month - This rate also varies depending on classification of building type.

City of Peoria

FINANCE DEPARTMENT
MATERIALS MANAGEMENT

# CONTRACT AUTHORIZATION AND SIGNATURE – COVER SHEET

(For City Use Only)

## CONTRACT DETAILS

☐ New Contract ☒ Amendment ☐ Extension ☐ Other:

**Purchasing Job Number:** P19-0034B **Buyer Name:** Terry Andersen

**Vendor / Contractor:** Willmeng Construction Company

**Contract Description:** JOC for General Building Construction

**Scope/Change Description:** Contract Extension #3

**Start Date:** 05/22/22 **End Date:** 05/21/23 **Term Contract?** ☐ No ☒ Yes **Final Expiration:**

## FINANCIAL DETAILS

**City Department:** Development and Engineering **Department Rep:** Ed Striffler

**Budget Account #:** **CIP#:**

| | |
|---|---|
| **A. This document amount:** | $ 0.00 |
| **B. Total of all previous executed amounts for this contract:** | $ |
| **C. Total Contract Amount:** | $ 0.00 |

## APPROVALS

**Council Approval Required?:** ☒ No ☐ Yes: Council Date:

**City Manager Signature Required?** ☒ No ☐ Yes

## SPECIAL INSTRUCTIONS

Please sign as requested. Final copy will be provided to all signers and recorded with Materials Management. Thank you!

| CONTRACT NUMBER | MATERIALS MANAGER APPROVAL |
|---|---|
| ACON 21319D | Christine Jimmy |

# CONTRACT AMENDMENT

Solicitation No: P19-0034B Page 1 of 1

Description: JOC for General Building Construction

Amendment No: Four (4) Date: 05/12/22

**Materials Management Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

**Buyer:** Terry Andersen

In accordance with the Job Order Contracting Contract, Section 2.1., Contract Term, the above referenced contract shall expire on May 21, 2022 and is hereby extended. EXTENSION #3

The New Contract Term is: **May 22, 2022** to **May 21, 2023**

**The current contract pricing is currently being renegotiated and any contract additions, deletions or price increases shall be backdated to May 22, 2022. Projects beginning May 22, 2022 or later shall use the new negotiated pricing.**

**Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.**

| Keith Sabia | 05/17/2022 | Keith Sabia, Principal-in-Charge | Willmeng Construction, Inc. |
|---|---|---|---|
| Signature | Date | Typed Name and Title | Company Name |

| 2048 N. 44th St., Suite 200 | Phoenix | AZ | 85008 |
|---|---|---|---|
| Address | City | State | Zip |

Attested by:

Lori Dyckman

Lori Dyckman, City Clerk

CC Number

City Seal
Copyright 2003
City of Peoria, Arizona

ACON 21319 D

Contract Number

Adina Lund

Director: Adina Lund, Development and Engineering

Project Manager: Ed Striffler, Architectural Services Manager

Approved as to Form:

Michael Dynes for

Vanessa P. Hickman, City Attorney

The above referenced Contract Amendment is hereby Executed:

May 18, 2022 at Peoria, Arizona

Christine Finney

Christine Finney, Materials Manager

# CONTRACT AMENDMENT

Solicitation No: P19-0034B Page 1 of 1

Description: JOC for General Building Construction

Amendment No: Three (3) Date: 06/21/22

**Materials Management Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

**Buyer:** Terry Andersen

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 06/22/21 and is hereby extended. EXTENSION #2

The New Contract Term is: **06/22/21** to **05/21/22**

Section C, Equipment item "Employee Voice / Data Package (Phone / Data Card)" has been updated to "Employee Tech Package (Digital Devices & Apps)" with a new rate of $80 per week per eligible position. Applications include, but are not limited to Procore and Textura.

**Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.**

| Signature | Date | Typed Name and Title | Company Name |
|---|---|---|---|
| Keith Sabia (Jun 22, 2021 21:30 PDT) | Jun 22, 2021 | Keith Sabia, Principal-In-Charge | Willmeng Construction, Inc. |

| Address | City | State | Zip |
|---|---|---|---|
| 2048 N 44th St., Ste. 200 | Phoenix | AZ | 85008 |

Attested by:

Rhonda Geriminsky, City Clerk

CC Number

ACON21319C
Contract Number

City Seal
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City of Peoria, Arizona

Director: Adina Lund, Engineering and Development Director

Project Manager: Ed Striffler, Architectural Services Manager

Approved as to Form:

Vanessa P. Hickman, City Attorney

The above referenced Contract Amendment is hereby Executed:

June 28, 2021, at Peoria, Arizona

Christine Finney, Materials Manager

(Rev 05/07/18)CF

# CONTRACT AMENDMENT

Solicitation No: P19-0034B Page 1 of 1

Description: JOC for General Building Construction

Amendment No: Two (2) Date: 05/19/21

**Materials Management Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

**Buyer:** Terry Andersen

The above referenced contract shall expire on 05/21/20 and is hereby extended for thirty (30) days pending software application negotiations.

The New Contract Term is: **05/22/21** to **06/22/21**

**Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.**

| Signature | Date | Typed Name and Title | Company Name |
|---|---|---|---|
| | 5/24/21 | Keith Sabla, Principal-In-Charge | Willmeng Construction, Inc. |

| Address | City | State | Zip |
|---|---|---|---|
| 2048 N 44th St., Ste. 200 | Phoenix | AZ | 85008 |

Attested by:

Rhonda Geriminsky, City Clerk

CC Number

ACON21319B
Contract Number

City Seal
Copyright 2003
City of Peoria, Arizona

Director: Adina Lund, Engineering and Development Director

Project Manager: Ed Striffler, Architectural Services Manager

Approved as to Form:

Vanessa P. Hickman, City Attorney

The above referenced Contract Amendment is hereby Executed:

June 2, 2021, at Peoria, Arizona

Christine Finney, Materials Manager

(Rev 05/07/18)CF

# CONTRACT AMENDMENT

Solicitation No: P19-0034B Page 1 of 1

Description: JOC for General Building Construction

Amendment No: One (1) Date: 05/26/20

**Materials Management Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

**Buyer:** Terry Andersen

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 05/21/20 and is hereby extended. EXTENSION #1

The New Contract Term is: **05/22/20** to **05/21/21**

**Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.**

| Signature | Date | Typed Name and Title | Company Name |
|---|---|---|---|
| | 5/28/20 | Keith Sabia, Principal-In-Charge | Willmeng Construction, Inc. |

| Address | City | State | Zip |
|---|---|---|---|
| 2048 N 44th St., Ste. 200 | Phoenix | AZ | 85008 |

Attested by:

Rhonda Geriminsky, City Clerk

City Seal
Copyright 2003
City of Peoria, Arizona

CC Number

ACON21319A
Contract Number

Director: Adina Lund, Engineering and Development Director

Project Manager: Ed Striffler, Architectural Services Manager

Approved as to Form:

Vanessa P. Hickman, City Attorney

The above referenced Contract Amendment is hereby Executed:

June 2, 2020, at Peoria, Arizona

Christine Finney, Materials Manager

(Rev 05/07/18)CF

# City of Peoria, Arizona
# Job Order Contract

| | |
|---|---|
| Statement of Qualifications No: | P19-0034B |
| Description of Work: | JOC for General Building Construction |

Location: City of Peoria, Materials Management
Mailing Address: 9875 N. 85th Ave., 2nd Fl., Peoria, AZ 85345

Contact: Terry Andersen
Phone: (623) 773-7115

**OFFER**

ROC082904
Contractor's License Number

Willmeng Construction Inc.
Job Order Contractor Name

Authorized Signature for Offer

2048 N 44th St., Ste. 200
Address

Keith Sabia
Printed Name

Phoenix — City
AZ — State
85008 — Zip Code

Principal-In-Charge
Title

480-968-4755 x29
Telephone

480-557-6788
Fax

E.ksabia@willmeng.com
E-mail

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)**

Your offer is hereby accepted. The Contractor is now bound to sell the construction services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., of the contract and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Notice to Proceed and Purchase Order.

Attested by:

Rhonda Geriminsky, City Clerk

City of Peoria, Arizona.
Eff. Date: 5-22-19

Approved as to form:

Vanessa P. Hickman, City Attorney

ACON21319
Contract Number

Awarded on 5-21-19

City Seal

Official File

Dan Zenko, Materials Manager

Copyright 2003 City of Peoria, Arizona

# JOB ORDER CONTRACT

**P19-0034**

## JOC for General Building Construction

### CONTRACT FOR CONSTRUCTION

## JOB ORDER CONTRACT AGREEMENT
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**ATTACHMENTS**


| | |
|---|---|
| Attachment A | JOC General Scope of Services |
| Attachment B | SIQ & Contractor's Response |
| Attachment C | JOC Cost Proposal Forms (Pricing Matrix, Project Cost Sheet) |
| Attachment D | Contractor's Contacts & Authorized Signature Form |

**JOB ORDER CONTRACTING**
**CONTRACT**

THIS CONTRACT is entered into and made effective the 1st day of May, 2019 by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and Willmeng, (the "Job Order Contractor"). The parties agree as follows:

**1. DEFINITIONS.**

**1.1. Owner.** Owner means Owner's senior manager, Contracting Officer or a duly authorized representative which means any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the negotiation of change orders and modifications and assessing Job Order Contractor's technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract documents.

**1.2. Job Order Contractor.** Job Order Contractor means Job Order Contractor's senior manager or its duly authorized representative or any person specifically authorized to act for Job Order Contractor by executing the Contract, and any modifications thereto. Job Order Contractor's duties include administration of the Contract and performance of the Work.

**1.3. Contract.** Contract means this agreement including its attachments and any Job Orders that may be issued.

**1.4. Subcontract.** Subcontract means any Contract including purchase orders (other than one involving an employer-employee relationship) entered into by Job Order Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

**1.5. Job Order.** Job Order means a specific written agreement between the Owner and the Job Order Contractor for Work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price.

**1.6. Work.** Work means in response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design, and construction work which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in ***Attachment "A"***(JOC General Scope of Services), ***Attachment "B"*** (SIQ & Contractor's Response), ***Attachment "C"*** (JOC Cost Proposal Forms), and in ***Attachment "D"*** (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

**1.7. Punch List Preparation.** A minimum of thirty (30) days prior to Final Completion the Job Order Contractor, in conjunction with the Owner, shall prepare a comprehensive list of Punch list items, which the Owner may edit and supplement. The Job Order Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Job Order Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract Documents.

**1.8. Final Completion.** Final Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Final Completion inspection and acceptance by the Owner. Final Completion shall not be deemed to have occurred and no final payment shall be due the Job Order Contractor or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Owner by the Job Order Contractor.

**1.9. Reference Standards**

**1.9.1.** The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Specifications", are hereby adopted as part of these contract documents.

**1.9.2.** July 15, 1997 by Section 23-50a of Ordinance 97-38, the City of Peoria adopted the "Uniform Standard Details for Public Works Construction from the Maricopa County Association of Governments by reference with certain exceptions.

**1.9.3.** A copy of these documents is kept on file at the Office of the City Clerk at the City of Peoria.

## 2. CONTRACT TERM

**2.1.** **Contract Term.** The term of the Contract shall commence on the date it was executed by both parties and shall continue for a period of one (1) year thereafter in accordance with the terms and conditions of this Contract. By mutual written Contract Amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

**2.2.** **Job Order.** In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall perform the Work, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in ***Attachment "A"***(JOC General Scope of Services), ***Attachment "B"*** (SIQ & Contractor's Response), ***Attachment "C"*** (JOC Cost Proposal Forms), and in ***Attachment "D"*** (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

**2.3.** **Mutual Agreement.** This Contract embodies the agreement of Owner and Job Order Contractor to terms and conditions which will govern any Work that may be prescribed under a Job Order that may be issued by Owner and agreed to by Job Order Contractor. Nothing herein shall be construed as requiring Owner to issue any Job Order, nor requiring Job Order Contractor to accept any Job Order, it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

**2.4.** **Cooperative Purchasing:** This contract shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any the contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on the contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement. Any orders placed to the contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

## 3. PERFORMANCE OF THE WORK

**3.1.** **Job Order Agreement.** Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Owner. Job Orders shall be in accordance with the requirements specified in ***Attachment "A"*** (JOC General Scope of Services), and shall set forth, with the necessary particularity, the following:

**3.1.1.** Contract number along with Job Order Contractor's name;

**3.1.2.** Job Order number and date;

**3.1.3.** The agreed Work and applicable technical specifications and drawings;

**3.1.4.** The agreed period of performance and, if required by Owner, a work schedule;

**3.1.5.** The place of performance;

**3.1.6.** The agreed total price for the Work to be performed;

**3.1.7.** Submittal requirements;

**3.1.8.** Owner's authorized representative who will accept the completed Work;

**3.1.9.** Signatures by the parties hereto signifying agreement with the specific terms of the Job Order; and

**3.1.10.** Such other information as may be necessary to perform the Work.

**3.2. Job Order Contractor Duties and Obligations.**

**3.2.1. Permits & Responsibilities.** Job Order Contractor shall be responsible for processing of drawings, for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Owner will reimburse Job Order Contractor for the actual, documented costs of construction permits required for the performance of the Work. Job Order Contractor shall also be responsible for all damages to persons or property that occur as a result of Job Order Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Job Order Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

**3.2.2. Self-Performance By The Job-Order-Contractor.** The JOC shall be allowed to bid as a subcontractor for work over $50,000 and, if it is the lowest acceptable bidder. Any change orders for self-performed work shall require pre-approval by the owner.

**3.2.3. Outdoor Construction Restrictions.** Peoria Ordinance No. 98-11 restricts outdoor construction as listed in the following table:

| | Construction Type | April 2 – September 29 | September 30 – April 1 |
|---|---|---|---|
| A | Concrete Work | 5:00 a.m. to 7:00 p.m. | 6:00 a.m. to 7:00 p.m. |
| B | Other Construction (within 500 feet of residential area) | 6:00 a.m. to 7:00 p.m. | 7:00 a.m. to 7:00 p.m. |
| C | Construction Work (more than 500 feet of residential area) | 5:00 a.m. to 7:00 p.m. | 5:00 a.m. to 7:00 p.m. |

3.2.3.1. No interference with the traffic flow on arterial streets shall be permitted during the hours of 6:00 a.m. to 8:30 a.m. or from 4:00 p.m. to 7:00 p.m. unless prior authorization is obtained in writing by the City of Peoria Traffic Engineer or their assignee. Specific work hours may be stipulated by the City of Peoria on the project barricade plan.

3.2.3.2. During off peak hours, the minimum number of lanes shall be two lanes (one in each direction) on streets with four lanes or less and four lanes (two in each direction) on streets with five or more lanes.

3.2.3.3. Night work must have prior authorization from the City. In addition, certain areas of the City may have seasonal or special event restrictions for construction work as designated by the City on a case by case basis.

**3.2.4. Jobsite Superintendent.** During performance of a Job Order and until the Work is completed and accepted, Job Order Contractor shall directly superintend the Work or assign a competent superintendent who will supervise the performance of Work and is satisfactory to Owner and has authority to act for Job Order Contractor.

3.2.4.1. Job Order Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the City's project manager.

**3.2.5. Construction Layout.** Job Order Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Job Order Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Job Order Contractor shall also be responsible for maintaining and preserving all control points established by Owner.

**3.2.6. Survey Control Points.** Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

**3.2.7. Traffic Regulations.** All traffic affected by this construction shall be regulated in accordance with the City of Phoenix – Traffic Barricade manual, latest edition, and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

3.2.7.1. The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of Peoria.

3.2.7.2. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; **REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT** and **DO NOT PASS** signs in accordance with the Traffic Barricade Manual.

3.2.7.3. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

3.2.7.4. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes.

3.2.7.5. The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications. Payment for this item shall be made at the agreed upon contract allowance price for TRAFFIC CONTROL.

3.2.7.6. The Police Department shall determine if construction activities or traffic hazards at the construction project *require* the use of Police Assistants or AZ Post Certified Peace Officers, alternatively, *if the Police Department determines that* flagmen are *sufficient*, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available. Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department via email at offduty@peoriaaz.gov.

3.2.7.7. Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department via email at offduty@peoriaaz.gov.

3.2.7.8. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangement should be made with the liaison officer at the Peoria Police Department via email at offduty@peoriaaz.gov.

3.2.7.9. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

3.2.7.10. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

3.2.7.11. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

3.2.7.12. No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.

3.2.7.13. Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.

3.2.7.14. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.

3.2.7.15. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

**3.2.8. Operations & Storage.** Job Order Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Owner.

**3.2.9. Cleaning Up & Refuse Disposal.** Job Order Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Job Order Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Job Order Contractor shall leave the site in a clean and orderly condition satisfactory to Owner.

3.2.9.1. Final cleanup of the premises shall be included in the period of performance of the Job Order.

3.2.9.2. Job Order Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

3.2.9.3. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Job Order Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

3.2.9.4. The Contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at it's option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.

**3.2.10. Existing Improvements and Utilities.** Job Order Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by Job Order Contractor. Job Order Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Job Order Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Job Order Contractor.

**3.2.11. Safety.** Job Order Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Job Order Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Job Order Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

3.2.11.1. **Job Order Contractor Safety Compliance.** Job Order Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

3.2.11.2. **Job Order Contractor Provided Warnings.** Job Order Contractor shall provide warning signs, barricades and verbal warnings as required.

3.2.11.3. **Emergency Procedures.** Job Order Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.

3.2.11.4. **Accident Notification.** Job Order Contractor shall promptly notify Owner of any recordable accident involving personnel or damage to material and equipment. Copies of any injury reports or accident investigation reports shall be provided to the Owner.

3.2.11.5. **Jobsite Safety Documents.** Job Order Contractor shall maintain a set of OSHA articles and Material Safety Data Sheets (MSDS) at the jobsite office as they apply to the Work being performed. Copies shall be provided to Owner when requested.

3.2.11.6. **Job Order Contractor's Safety Program.** Job Order Contractor shall submit to Owner a copy of its safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Job Order Contractor within fourteen (14) calendar days after issuance of the initial Job Order and prior to the commencement of the Work.

3.2.11.7. **Job Order Contractor Safety Representative.** Job Order Contractor shall assign, during performance of the Work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to Owner by Job Order Contractor along with its safety policies and program procedures.

3.2.11.8. **Emergency Medical Treatment.** Job Order Contractor shall make available for its employees and those of its subcontractors, while they are performing Work on the site, emergency medical treatment either at the site or at a nearby medical facility.

3.2.11.9. **Owner's Right to Monitor.** Owner reserves the right to approve and monitor Job Order Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order in accordance with *§ 14*.

3.2.11.10. **First Aid Kit**. Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a completely stocked first aid kit which contains all standard emergency medical supplies.

3.2.11.11. **Fire Extinguisher**. Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a fully charged fire extinguisher appropriate for the potential fire hazard.

**3.2.12. Dissemination of Contract Information.** Job Order Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning this Contract, any Job Order or the Work performed under this Contract, without the prior consent of Owner.

**3.2.13. Shop Drawings.** Job Order Contractor's duties under this Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner.

**3.2.14. Jobsite Drawings and Specifications.** Job Order Contractor shall keep on the Work site a copy of the drawings and specifications and shall at all times give Owner access thereto.

**3.3. Owner Rights and Obligations.**

**3.3.1. Suspension of Work.**

3.3.1.1. **Owner's Written Order.** Owner may order Job Order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for a period of time that Owner determines reasonably appropriate.

3.3.1.2. **Work Delay or Suspension.** If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of Owner in the administration of a Job Order, or by Owner's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

3.3.1.3. **Job Order Contractor Costs.** A claim under this Subparagraph 3.3.1 shall not be allowed for any costs incurred more than thirty (30) calendar days before Job Order Contractor shall have notified Owner in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

**3.3.2. Owner's Right to Possession.** Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any Work, Owner shall furnish Job Order Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of Work shall not relieve Job Order Contractor of responsibility for complying with the terms of this Contract. Owner possession or use shall not be deemed an acceptance of any Work under this Contract.

3.3.2.1. **Owner's Possession or Use.** While Owner has such possession or use, Job Order Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use, notwithstanding the terms of Subparagraph 3.2.1. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Job Order Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

**3.3.3.** **Other Contracts.** Owner may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other Job Order Contractors and with Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Job Order Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by Owner's employees.

**3.4.** **Job Order Amendment.** Job Orders may be amended by Owner in the same manner as they are issued.

**3.5.** **Job Order Value.** The maximum Job Order value is Three Million Dollars ($3,000,000), except as provided by § 16.32.1.

## 4. JOB ORDER DOCUMENTS

**4.1.** **Specification and Drawings.** Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing. Any adjustment by Job Order Contractor without such a determination shall be at its own risk and expense. Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

**4.1.1.** Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Owner is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Owner, unless otherwise expressly stated.

**4.1.2.** Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed.

**4.2.** **Shop Drawings.** Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Job Order Contractor to explain in detail specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract. Shop drawings means drawings submitted to Owner by Job Order Contractor showing in detail:

**4.2.1.** The proposed fabrication and assembly of structural elements and,

**4.2.2.** The installation (i.e., form, fit and attachment details) of materials or equipment.

**4.2.3.** The construction and detailing of elements of the Work.

**4.3.** **Shop Drawing Coordination.** Job Order Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Owner without evidence of Job Order Contractor's approval may be returned for resubmission. Owner will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such approval shall be at Job Order Contractor's risk. Approval by Owner shall not relieve Job Order Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with ***§ 4.4*** below.

**4.4.** **Shop Drawing Modifications.** If shop drawings show variations from the Job Order requirements, Job Order Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the

variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

**4.5.** **Shop Drawing Omissions**. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Job Order Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

**4.6.** **Owner Furnished Drawings**. Job Order Contractor shall check all Owner furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Any errors or omissions in Owner furnished drawings are the responsibility of the Owner to rectify, including associated costs. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Job Order Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

**4.7.** **Shop Drawing Submittal**. Job Order Contractor shall submit to Owner for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by Owner and one set will be returned to Job Order Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between Owner and Job Order Contractor.

**4.8.** **Use of Job Order Documents**. All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Job Order Contractor or developed by Job Order Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Job Order Contractor for additional compensation, unless such material developed by Job Order Contractor does not result in an issued Job Order. In such cases, Job Order Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. In addition, Owner agrees to hold Job Order Contractor harmless to the extent permitted by law from any legal liability arising out of the Owner's use of such materials.

## 5. MATERIAL AND WORKMANSHIP

**5.1.** **Suitability of Material and Equipment.** All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Job Order Contractor may, at its option, use any equipment, material, article, or process that, in the sole judgment and prior written approval of the Owner, is equal to that named in the specifications.

**5.2.** **Owner Approval.** Job Order Contractor shall obtain Owner's approval of the equipment to be incorporated into the Work. When requesting approval, Job Order Contractor shall furnish to Owner the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the equipment. When required by the Contract or by Owner, Job Order Contractor shall also obtain Owner's approval of the material or articles which Job Order Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. When directed to do so, Job Order Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

**5.3.** **Testing of Materials.** Unless otherwise specified in a Job Order, the Job Order Contractor shall be responsible for any required testing of materials prior to incorporation into the Work. Reimbursement for testing required by third party entities will be included in the individual Job Order.

**5.4.** **Workmanship**. All work under the Contract shall be performed in a skillful and workmanlike manner.

## 6. SITE CONDITIONS

**6.1.** **Site Investigation.** Job Order Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

**6.1.1.** Conditions bearing upon transportation, disposal, handling, and storage of materials;

**6.1.2.** The availability of labor, water, electric power, and roads;

**6.1.3.** Uncertainties of weather, river stages, tides, or similar physical conditions at the site;

**6.1.4.** The visible conformation and conditions of the ground; and

**6.1.5.** The character of equipment and facilities needed preliminary to and during work performance.

**6.2.** **Surface and Subsurface Investigation.** Job Order Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract. Owner will provide to Job Order Contractor all subsurface investigation reports it has commissioned, and has knowledge of, that reasonably reflect expected conditions at the location of the Job Order.

**6.3.** **Differing Site Conditions.** Job Order Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

**6.3.1.** Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or

**6.3.2.** Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

**6.4.** **Owner Investigation.** Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Job Order Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

**6.5.** **Written Notice of Differing Site Conditions.** No request by Job Order Contractor for an equitable adjustment to a Job Order under this *§ 6* shall be allowed, unless Job Order Contractor has given the written notice required.

**6.6.** **Payment Adjustment.** No request by Job Order Contractor for an equitable adjustment to a Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

## 7. JOB ORDER SCHEDULES

**7.1.** **Construction Schedule.** If the Job Order Contractor fails to submit a schedule with the Job Order, Owner may withhold approval of progress payments until Job Order Contractor submits the required schedule. If required, the Job Order Contractor will submit for approval with the signed Job Order a practicable schedule showing the sequence in which Job Order Contractor proposes to perform the Work, and the dates on which Job Order Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In either case, the basic information should be the same and the schedule or chart must contain as a minimum:

**7.1.1.** A detailed list of work activities or work elements.

**7.1.2.** Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.

**7.1.3.** Show early start and early finish dates along with late start and late finish dates for each work activity or work element.

**7.2.** **Failure to Submit Schedule.** Failure of Job Order Contractor to comply with the requirements of Owner under this clause shall be grounds for a determination by Owner that Job Order Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Owner may terminate Job Order Contractor's right to proceed with the Work if not cured within seven (7) days after written notice is provided, or any separable part of it, in accordance with ***§ 14.***

**7.3.** **Progress Report.** Job Order Contractor shall submit a progress report every thirty (30) days, or as directed by Owner, and upon doing so shall immediately deliver a current schedule to Owner if it has materially changed since the last submission of a schedule. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Job Order Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.

**7.4.** **Emergency Work.** Job Order Contractor will give top priority to any emergency Work Owner may have and will allocate all resources necessary to accomplish such Work in accordance with Owner's schedule requirements. To the extent the Job Order Contractor incurs additional cost, expense or schedule delay in performing Owner's emergency Work, Owner will equitably adjust the Contract in accordance with ***§ 10.***

## 8. INSPECTION OF CONSTRUCTION AND ACCEPTANCE

**8.1.** **Job Order Contractor Inspection System.** Job Order Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. Job Order Contractor shall maintain complete inspection records and make them available to Owner. All work shall be conducted under the general direction of Owner and is subject to inspection and test by Owner at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

**8.2.** **Owner Inspections and Tests.** Owner inspections and tests are for the sole benefit of Owner and do not:

**8.2.1.** Relieve Job Order Contractor of responsibility for providing adequate quality control measures;

**8.2.2.** Relieve Job Order Contractor of responsibility for damage to or loss of the material before acceptance;

**8.2.3.** Constitute or imply acceptance; or

**8.2.4.** Affect the continuing rights of Owner after acceptance of the complete work.

**8.3.** **Job Order Contractor Responsibilities.** The presence or absence of an inspector does not relieve Job Order Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Owner's written authorization.

**8.4.** **Job Order Contractor Performance.** Job Order Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Job Order Contractor any additional cost of inspection or test when Work is not ready at the time specified by Job Order Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

**8.5.** **Job Order Contractor Corrective Work.** Job Order Contractor shall, without charge, replace or correct Work found by Owner not to conform to Job Order requirements, unless Owner consents to accept the Work with an appropriate adjustment in Contract price. Job Order Contractor shall promptly segregate and remove rejected material from the premises.

**8.6. Failure to Replace or Correct Work.** If Job Order Contractor does not promptly replace or correct rejected Work, Owner may:

**8.6.1.** By Contract or otherwise, replace or correct the Work and charge the cost to Job Order Contractor; or

**8.6.2.** Terminate for default Job Order Contractor's right to proceed.

**8.7. Owner Inspection before Acceptance.** If, before acceptance of the entire Work, Owner decides to examine already completed Work by removing it or tearing it out, Job Order Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Job Order Contractor or its subcontractors, Job Order Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

**8.8. Owner Acceptance.** Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work that the Owner determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

## 9. INVOICING AND PAYMENT

**9.1. Compensation**. As full consideration for the satisfactory performance by Job Order Contractor of Work prescribed under the Contract, Owner shall pay Job Order Contractor the amounts specified in the individual Job Orders.

**9.2. Invoices.** Job Order Contractor shall submit invoices to the following address:

City of Peoria
8401 W. Monroe St
Peoria, AZ 85345

**9.3. Job Order Cost Proposal Structure.** For each Job Order, the Job Order Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the Owner. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), cost of subcontractors (supported by quotes) and allowable indirect costs (includes insurance). The contractor shall utilize the markups established in the JOC Pricing Matrix (***Attachment C***) to calculate the overhead and profit for all Job Order Cost Proposals, unless otherwise requested by the Owner.

**9.4. Progress Payments.** Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by the Job Order Contractor and approved by Owner. Job Order Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Job Order Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

**9.5. Retention.** Not applicable.

**9.6. Owner's Property.** All material and work covered by progress payments made shall, at the time of payment, become the sole property of Owner, but this provision shall not be construed as:

**9.6.1.** Relieving Job Order Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or

**9.6.2.** Waiving the right of Owner to require the fulfillment of all of the terms of the Contract.

**9.7. Approval and Certification.** An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the Owner or Owner's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The Owner may withhold an amount from the progress payment sufficient to pay the expenses the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the Owner on submission to any person designated by the Owner for the submission, review or approval of the estimate of the Work.

**9.8. Unpaid Amounts.** Owner shall pay all unpaid amounts due Job Order Contractor under this Contract within thirty (30) days, after:

**9.8.1.** Completion and acceptance of the Work;

**9.8.2.** Presentation of a properly executed invoice;

**9.8.3.** Presentation of release of all claims against Owner arising by virtue of the Contract, other than claims, in stated amounts, that Job Order Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Job Order Contractor's claim to amounts payable under this Contract has been assigned. Job Order Contractor shall complete a Job Order Contractor's release form acceptable to Owner; or

**9.8.4.** Consent of Job Order Contractor's surety, if any.

## 10. CHANGES

**10.1. Owner Changes.** Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

**10.1.1.** In the specifications (including drawings and designs);

**10.1.2.** In Owner-furnished facilities, equipment, materials, services, or site; or

**10.1.3.** Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

**10.2. Owner Change Orders.** Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this ***§ 10***; provided, that Job Order Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Job Order Contractor regards the order as a change order.

**10.3. Contract Adjustments.** Except as provided in this ***§ 10***, no order, statement, or conduct of Owner shall be treated as a change under this ***§ 10*** or entitle Job Order Contractor to an equitable adjustment hereunder.

**10.4. Modification of the Job Order.** If any change under this ***§ 10*** causes an increase or decrease in Job Order Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, Owner shall negotiate an equitable adjustment and modify the Job Order in writing.

**10.5. Job Order Contractor Proposal.** Job Order Contractor must submit any proposal under this ***§ 10*** within thirty (30) calendar days after:

**10.5.1.** Receipt of a written change order under ***§ 10.1*** above; or

**10.5.2.** The furnishing of a written notice under ***§ 10.2*** above by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under ***§ 10.2*** above.

**10.6. Final Payment Limitation.** No proposal by Job Order Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

**10.7. Job Order Contractor Extension Justification.** Job Order Contractor shall furnish to the Owner a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

**10.8. Job Order Contractor Price Breakdown Structure.** Job Order Contractor, in connection with any proposal it makes for a Job Order change shall furnish a price breakdown itemized as required by Owner and the pricing matrix as required in the awarded contract.

## 11. INSURANCE & BONDS

**11.1. Job Order Contractor Insurance.** Job Order Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Job Order Contractor and Owner from claims which may arise out of or result from Job Order Contractor's operations whether such operations are performed by Job Order Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

**11.1.1.** WORKERS' COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Arizona or any Federal statutes as may be applicable to the Work being performed under this Contract.

**11.1.2.** EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than: $1,000,000 Each Accident; $1,000,000 Each Employee for Disease; and $1,000,000 Policy Limit for Disease.

**11.1.3.** COMMERCIAL GENERAL LIABILITY INSURANCE including Products/Completed Operations and Contractual Liability with limits of liability not less than: $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate; and $2,000,000 Each Occurrence.

**11.1.4.** AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than: $1,000,000 Each Person for Bodily Injury; $1,000,000 Each Accident for Bodily Injury; and $1,000,000 Each Occurrence for Property Damage.

**11.1.5.** PROFESSIONAL LIABILITY INSURANCE, when the City requires the Job Order Contractor to carry architectural and engineering services under the Individual Job Order, Job Order Contractor shall require all architectural and engineering consultants to maintain Professional Liability insurance, covering acts, errors, mistakes and omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than $1,000,000 each claim. Job Order Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

**11.1.6.** BUILDER'S RISK (PROPERTY) INSURANCE, The Job Order Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Job Order Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This Builder's Risk policy must be a "Masters" Policy, that is, one in which only the specific job order project is insured. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable

compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverages may be waived or modified on a per-project basis by specifying in the Individual Job Order Scope of Work.

**11.2.** **Owner as Additional Insured.** The policies providing Commercial General Liability and Automobile Liability insurance as required in *§ 11.1* shall be endorsed to name Owner as Additional Insured. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

**11.3.** **Policy Endorsement.** All policies providing Job Order Contractor's insurance as required in *§ 11.1* above shall be endorsed to provide the following:

**11.3.1.** Thirty days written notice of cancellation or non-renewal given to Owner at the address designated in *§ 16.2*.

**11.3.2.** Waiver of subrogation in favor of Owner.

**11.4.** **Limits of Liability.** The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

**11.5.** **Certificate of Insurance.** Proof of compliance with these insurance requirements shall be furnished Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this agreement. Renewal or replacement certificates shall be furnished Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies).

**11.6.** **Subcontractor Insurance.** Job Order Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Job Order Contractor shall deem appropriate and adequate for the Work being performed. Job Order Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

**11.7.** **Bonds.** If required by Owner, Job Order Contractor shall furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Construction Work, (excluding design and pre-construction services) in a penal sum equal to the aggregate price of all Job Orders issued to the Job Order Contractor. The Performance and Payment Bonds must be submitted to Owner within ten (10) calendar days after issuance of a Job Order.

**11.8.** **Notice to Proceed.** Notice to Proceed will not be issued until properly executed bonds are received and accepted by Owner. A separate Notice to Proceed will be issued for each Job Order. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. No work shall be started until after all required permits, licenses, and easements

have been obtained. No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative. The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events:

**11.8.1.** The start of construction in order to arrange for inspection.

**11.8.2.** Shutdown of City water, sewer, drainage, irrigation and traffic control facility.

**11.8.3.** Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at any time.

**11.8.4.** Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.

**11.8.5.** Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

**12. INDEMNIFICATION.** To the fullest extent permitted by law, the Job Order Contractor, subcontractor or design professional shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of such Job Order Contractor, subcontractor or design professional or other persons employed or used by such Job Order Contractor, subcontractor or design professional in the performance of the contract or subcontract. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**13. DISPUTES.**

**13.1. Party Cooperation.** The parties are fully committed to working with each other throughout the term of the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Job Order Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

**13.2. Field Level Resolution.** Job Order Contractor and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between the parties' representatives named herein.

**13.3. Job Order Contractor Performance.** The Job Order Contractor shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Job Order Contractor, pending the final resolution of any dispute or disagreements between the parties.

**13.4. Partnering.** If requested and mutually agreed upon, the Owner and Job Order Contractor will share in the expense of an initial facilitated partnering workshop, followed up by periodic refresher meetings at mutually agreed times. The goal of the workshop will be to identify common goals, common interests, lines of communication, and a commitment to cooperative problem solving.

**13.5. Owner's Representative.** Owner designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

City of Peoria, Materials Management
Dan Zenko, Materials Manager
9875 N. 85th Ave – 2nd Floor
Peoria, AZ 85345
(623) 773-7115

**13.6. Job Order Contractor's Representative.** Job Order Contractor designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

Willmeng

Keith Sabia, Principal-In-Charge
2048 N. 44th Street, Suite 200
Phoenix, AZ 85008
480-968-4755 x29

**13.7. Owner's Resolution.** Any dispute which is not disposed of by agreement will be decided by the Owner, who will reduce its decision to writing and mail or otherwise furnish a copy thereof to the Job Order Contractor. Any dispute not finally resolved under this *§ 13* may be brought before the state courts of the State of Arizona and adjudicated in accordance with the laws of Arizona.

## 14. TERMINATION AND DEFAULT

**14.1. Termination for Convenience.** Owner may terminate performance of the Work under this Contract in whole or, from time to time, in part if Owner determines that termination is in Owner's interest. Owner shall effect such termination by delivering to Job Order Contractor a Notice of Termination specifying the extent of termination and the effective date.

**14.2. Notice of Termination.** After receipt of a Notice of Termination, and except as directed by Owner, Job Order Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this *§ 14*:

**14.2.1.** Stop work as specified in the notice;

**14.2.2.** Place no further subcontracts or orders (referred to as subcontracts in this *§ 14*) for materials, services or facilities, except as necessary to complete any Work not terminated;

**14.2.3.** Assign to Owner, if directed by Owner, all right, title, and interest of Job Order Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this *§ 14*;

**14.2.4.** As directed by Owner, transfer title and deliver to Owner:

14.2.4.1. The fabricated or unfabricated parts, Work in progress, completed Work, supplies, and other material produced or acquired for the Work terminated;

14.2.4.2. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Owner;

**14.2.5.** Complete performance of the Work not terminated;

**14.2.6.** Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of Job Order Contractor and in which Owner has or may acquire an interest; and

**14.2.7.** Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in *§ 14.2.3* above; provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

**14.3. Final Termination Settlement Proposal.** After termination, Job Order Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification prescribed by Owner. Job Order Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination.

**14.4. Owner Payment.** Job Order Contractor and Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount will include a reasonable allowance for profit on work done. The Contract shall be amended, and Job Order Contractor paid the agreed amount.

**14.4.1.** If Job Order Contractor and Owner fail to agree on the whole amount to be paid Job Order Contractor because of the termination of work, Owner shall pay Job Order Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under ***§ 14.4*** above:

14.4.1.1. For Work performed before the effective date of termination, the total (without duplication of any items) of:

**14.4.1.1.1.** The cost of this Work;

**14.4.1.1.2.** The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in ***§ 14.4.1.1.1.*** above; and

**14.4.1.1.3.** A markup, including overhead and profit, on ***§ 14.4.1.1.1.*** above as is determined for pricing changes.

14.4.1.2. The reasonable costs of settlement of the Work terminated, including:

**14.4.1.2.1.** Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

**14.4.1.2.2.** The termination and settlement of subcontracts (excluding the amounts of such settlements); and

**14.4.1.2.3.** Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

**14.5. Destroyed, Lost, Stolen or Damaged Property.** Except for normal spoilage, and except to the extent that Owner expressly assumed the risk of loss, Owner shall exclude from the amounts payable to Job Order Contractor under Subparagraph 14.4.1 above, the fair value, as determined by Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner or to a buyer.

**14.6. Amount Due Job Order Contractor.** In arriving at the amount due Job Order Contractor under this ***§ 14***, there shall be deducted:

**14.6.1.** All unliquidated advances or other payments to Job Order Contractor under the terminated portion of the Job Order;

**14.6.2.** Any claim which Owner has against Job Order Contractor under the Contract; and

**14.6.3.** The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Job Order Contractor or sold under the provisions of this ***§ 14*** and not recovered by or credited to Owner.

**14.7. Partial Termination.** If the termination is partial, Job Order Contractor may file a proposal with Owner for an equitable adjustment of the price(s) of the continued portion of any Job Order. Any proposal by Job Order Contractor for an equitable adjustment under this ***§ 14*** shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Owner. Owner may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Job Order Contractor of the terminated portion of any Job Order, if Owner believes the total of these payments will not exceed the amount to which Job Order Contractor will be entitled.

**14.8. Excess Payments.** If the total payments exceed the amount finally determined to be due, Job Order Contractor shall repay the excess to Owner upon demand.

**14.9. Job Order Contractor Records.** Unless otherwise provided in this Contract or by statute, Job Order Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on Job Order Contractor's costs and expenses under this Contract. Job Order Contractor shall make these records and documents available to Owner, at Job Order Contractor's office, at all reasonable times, without cost. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

**14.10. Default.** If Job Order Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Owner may terminate the Job Order Contractor's right to proceed with the Work (or separable part of the Work), upon thirty (30) days written notice to the Job Order Contractor. In this event, Owner may take over the Work and complete it by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

**14.11. Job Order Contractor's Right to Proceed.** Job Order Contractor's right to proceed shall not be terminated under this *§ 14*, if:

**14.11.1.** The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Job Order Contractor. Examples of such causes include: acts of God or of the public enemy, acts of Owner in its Contractual capacity, acts of another contractor in the performance of a Contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the site for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Job Order Contractor and the subcontractors or suppliers; and

**14.11.2.** Job Order Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Owner), notifies Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of Owner shall be final and conclusive on the parties, but subject to appeal and review under *§ 13*.

**14.12. Owner's Right to Terminate.** The rights and remedies of Owner in this *§ 14* are in addition to any other rights and remedies provided by law or under this Contract.

**14.13. Owner and Job Order Contractor Rights.** If, after termination of Job Order Contractor's right to proceed, it is determined that Job Order Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner.

**14.14. Liquidated Damages.** Liquidated Damages shall be assessed for each calendar of delay. Liquidated Damages shall be per MAG Specs., Section 108.9 for each calendar day of delay, based upon the total job order value to date (i.e phased project awards). If the contract is not terminated, the contractor shall continue performance and be liable to the Owner for the liquidated damages until the products are delivered or services performed. In the event the City exercises its right of termination, the contractor shall be liable to the Owner for any excess costs, and in addition, for liquidated damages until such time the Owner may reasonably obtain delivery or performance of similar supplies or services.

**14.15. Immigration Act.** Contractor understands and acknowledges the applicability to Contractor of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this contract and to permit City inspection of personnel records to verify such compliance.

## 15. WARRANTY OF CONSTRUCTION

**15.1. Applicable Warranties.** In addition to any other warranties in any Job Orders, Job Order Contractor warrants, except as provided in *§ 15.10*, that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished, or workmanship performed by Job Order Contractor or any of its subcontractors or suppliers at any tier.

**15.2. Warranty Duration.** This warranty shall continue for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one (1) year from the date possession is taken.

**15.3. Job Order Contractor Corrective Work.** Job Order Contractor shall remedy at Job Order Contractor's expense any failure of the Work to conform to the plans and specifications, or any construction defect. In addition,

the Job Order Contractor shall remedy at Job Order Contractor's expense any damage to Owner's real or personal property, when that damage is the result of:

**15.3.1.** Job Order Contractor's failure to conform to requirements; or

**15.3.2.** Any defect of equipment, material, workmanship, or design furnished by the Job Order Contractor.

**15.4. Job Order Contractor Restoration.** Job Order Contractor shall restore any work damaged in fulfilling the terms and conditions of this *§ 15*. Job Order Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

**15.5. Owner Notification.** Owner shall notify Job Order Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

**15.6. Failure to Correct Work.** If Job Order Contractor fails to remedy any failure, defect, or damage within ten (10) days after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Job Order Contractor's expense.

**15.7. Subcontractor and Supplier Warranties.** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Job Order Contractor shall:

**15.7.1.** Obtain all warranties required by the Job Order;

**15.7.2.** Require all warranties to be executed, in writing, for the benefit of Owner; and

**15.7.3.** Enforce all warranties for the benefit of Owner.

**15.8. Owner Remedy.** In the event Job Order Contractor's warranty under *§ 15.2* has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

**15.9. Owner Furnished Material or Design.** Unless a defect is caused by the negligence of Job Order Contractor or subcontractor or supplier at any tier, Job Order Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage that results from any defect in Owner-furnished material or design.

**15.10. Pre-Existing Work.** Job Order Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Job Order Contractor except as modified by the Job Order.

**15.11. Owner's Rights.** This warranty shall not limit Owner's rights under *§ 8* of this Contract with respect to latent defects, gross mistakes, or fraud.

## 16. STANDARD TERMS AND CONDITIONS

**16.1. Contract Order of Precedence.** In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

**16.1.1.** Contract Modifications, if any;

**16.1.2.** This Contract, including Attachments;

**16.1.3.** Job Orders;

**16.1.4.** Drawings; and

**16.1.5.** Specifications.

**16.2. Certification.** By signature in the Offer section of the Offer and Contract Award page the Job Order Contractor certifies:

**16.2.1.** The submission of the offer did not involve collusion or other anti-competitive practices.

**16.2.2.** The Job Order Contractor shall not discriminate against any employee or applicant for employment.

**16.2.3.** The Job Order Contractor 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. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

**16.2.4.** The Job Order Contractor is licensed to perform the Work pursuant to Arizona Revised Statutes Title 32, Chapter 10.

**16.3. Bribes and Kick-Backs.** The Job Order Contractor shall not by any means:

**16.3.1.** Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;

**16.3.2.** Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;

**16.3.3.** Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,

**16.3.4.** Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the Job Order Contractor has a direct or indirect proprietary or other pecuniary interest.

**16.4. Applicable Law.** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, including Section 508, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

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

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

**16.4.1.** Job Order Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

**16.4.2.** This contract shall be governed by the Owner. City and Job Order Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the Owner. This contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this contract may be brought only in courts in the State of Arizona.

**16.4.3.** This contract is subject to the provisions of ARS § 38-511; the Owner may cancel this contract without penalty or further obligations by the Owner or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Owner or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

**16.5. Legal Remedies.:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

**16.6. Contract:** The contract between the Owner and the Job Order Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Job Order Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the Owner reserves the right to clarify, in writing, any contractual terms with the concurrence of the Job Order Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

**16.7. Contract Amendments:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the Owner and the Job Order Contractor.

**16.8. Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the Owner are not applicable to this Solicitation or any resultant contract.

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

**16.10. Relationship to Parties.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Job Order Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Job Order Contractor should make arrangements to directly pay such expenses, if any.

**16.11. No Delegation or Assignment.-** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

**16.12. Job Order Contractor/Supplier Contract.** The Job Order Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract

for Construction. It is the intent of the Owner and the Job Order Contractor that the obligations of the Job Order Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Job Order Contractor, and that the Owner be a third-party beneficiary of the Job Order Contractor's agreements with its subcontractor(s) and supplier(s).

**16.12.1.** The Job Order Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s).

**16.12.2.** The Job Order Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Job Order Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Job Order Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.

**16.12.3.** The Job Order Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Job Order Contractor, and that it will abide by those terms, conditions and requirements.

**16.13. Rights and Remedies.** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the Owner of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the Owner to insist upon the strict performance of any term 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 Owner's acceptance of and payment for materials or services, shall not release the Job Order Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance of the Contract.

**16.14. Overcharges By Antitrust Violations.** The Owner maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Job Order Contractor hereby assigns to the Owner any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

**16.15. Force Majeure.** Except for payment for 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.

**16.15.1.** 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; floods; 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. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

**16.15.2.** Force majeure shall not include the following occurrences: late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; 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 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. If either party

is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand 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. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

**16.16. Right To Assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he 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 (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**16.17. Right To Audit Records.** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 16.4 above.

**16.18. Warranties.** Job Order Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Job Order Contractor's response, the Owner is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the Owner shall not alter or affect the obligations of the Job Order Contractor or the rights of the Owner under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

**16.19. Inspection.** All material and/or services are subject to inspection and acceptance by the Owner. Materials and/or services failing to conform to the specifications of this Contract will be held at Job Order Contractor's risk and may be returned to the Job Order Contractor. If so returned, all costs are the responsibility of the Job Order Contractor. The Owner may elect to do any or all of the following:

**16.19.1.** Waive the non-conformance.

**16.19.2.** Stop the work immediately.

**16.19.3.** Bring material into compliance.

**16.19.4.** This shall be accomplished by a written determination from the Owner.

**16.20. Title and Risk of Loss.** The title and risk of loss of material and/or service shall not pass to the Owner until the Owner actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**16.21. 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 of the Contract as a whole.

**16.22. Shipment Under Reservation Prohibited.** Job Order Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

**16.23. Liens.** All materials, service or construction shall be free of all liens, and if the Owner requests, a formal release of all liens shall be delivered to the Owner.

**16.24. Licenses.** shall maintain in current status, all Federal, State and Local licenses and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

**16.25. Patents and Copyrights.** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the Owner

and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

**16.26. Cost of Bid/Proposal Preparation.** The Owner shall 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.

**16.27. Public Records.** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 16.17 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 16.4 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

**16.28. Advertising.** Job Order Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Owner.

**16.29. Delivery Orders.** The Owner shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the signature page of the contract

**16.30. Funding.** Any contract entered into by the Owner of Peoria is subject to funding availability. Fiscal years for the Owner of Peoria are July 1 to June 30. The Owner Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

**16.31. Federal Funding.** It is the responsibility of the Contractor to determine on any single job order project if federal wage rates will apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates.

**16.31.1 Davis-Bacon Act - (40 U.S.C. §276a-276a-5).** All contracts or subsequent subcontracts for construction, alteration, renovation, or repair, including painting and decorating, of a public building or public work, or building or work, financed by federal funds which meets the $2,000 threshold are required to pay the federal prevailing wage rate for each class of laborer or mechanic employed. Regulations applicable to grant-enabling statutes incorporating the Act can be found in 29 Code of Federal Regulations (CFR), Parts 1,3,5 and 7. These regulations stipulate that grant funds appropriated under statutes imposing the Davis-Bacon Act requirements shall not be paid to a grantee (the Department) until contractors or subcontractors performing work under the grant certify that they will comply with the Act's requirements. The Act also applies to any contract or subcontract for similar work on public grants from a federal agency, or where the federal government acts as guarantors of mortgages. The only exception is for the transportation of materials and supplies by persons who are not employed directly at the work site, but are employed solely to make deliveries to the work site.

Provider Agencies must ensure that contracts or subcontracts for any construction/alteration projects contain the wage determinations issued and that the appropriate clauses required by the Davis-Bacon regulations (29 CFR, section 5.5) are present. It should be made clear in any announcements of projects or RFPs that federal grant funds are being used and that Davis-Bacon will apply even if the federal government is not a party to the contract or subcontract. The prevailing wage must be paid regardless of any contractual relationship that may exist between a contractor or a subcontractor. Although the Department is not responsible to review sub-contracts for compliance, it has the right to require a prevailing wage.

Sanctions for post-certification violations include suspension of payment, advances, or guarantees of grant funds, and the forced restitution of wages that should have been paid and the removal of offending contractors or subcontractors from active employment lists.

Failure to comply can bring penalties that can be severe. The contractor or subcontractor and their sureties are liable for any excess costs for completing the work; the Department may withhold accruals to ensure payment of

prevailing wages to the workers; the contract or subcontract may be terminated and/or the contractor or subcontractor may be debarred for a period of three years.

**16.32. A.R.S. Title 34 Provisions.**

**16.32.1.** The maximum dollar amount of an individual job order shall be Three Million Dollars ($3,000,000) or such higher or lower amount prescribed by the Owner in an action notice pursuant to A.R.S. title 38, chapter 3, article 3.1 or a rule adopted by the Owner as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

**16.32.2.** If the Job Order Contractor subcontracts or intends to subcontract part or all of the work under a job order and if this contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual tasks in the job order, then:

16.32.2.1. The Job Order Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Job Order Contractor to do all or part of the work under one or more job orders:

**16.32.2.1.1.** A copy of the descriptions of all standard individual tasks on which the subcontractor is invited to bid.

**16.32.2.1.2.** A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.

16.32.2.2. If not previously delivered to the subcontractor, the Job Order Contractor has a duty to deliver promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:

**16.32.2.2.1.** A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

**16.32.2.2.2.** The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

**16.32.2.2.3.** The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform.

**16.32.3.** The Owner will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Job Order Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Job Order Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location at which construction work will be performed.

**16.33 Prohibited Lobbying Activities.** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

**16.34 Prohibited Political Contributions**. Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.

**16.35 Assurances of Compliance with Federal and State Laws.** If any single job order project is funded with federal grant funds, the Contractor shall be responsibility to incorporate any necessary amounts in the job quote to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates. During the performance of work under this contract the Contractor and all Subcontractors will be required to certify compliance with the following federal provisions:

**A. Equal Employment Opportunity. Comply with E.O. 11246,** "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor will consider each applicant for employment on the basis of his or her qualifications for the job and without regard to race, color, religion, gender, marital status, age, or national origin. Nor will the Contractor discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

Every effort will be made to insure that appointments, promotions, reclassifications, transfers, compensation, training, layoffs, terminations or any other type of personnel actions are based on merit, fitness or other factors determined to be free of discrimination. 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. The Contractor further agrees that this clause will be incorporated in all subcontracts or job-consultant Contracts related to this Contract." The County, State and the Agency are beneficiaries of this Section and are entitled to enforce it. The Contractor shall also comply with all applicable local, state and federal fair employment laws and regulations.

**B. Davis-Bacon Act, as amended (40 U.S.C. § 276a to a-7).** When required by Federal program legislation, for all construction contracts of more than $2,000, comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. The Owner must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract will be conditioned upon the acceptance of the wage determination. The Owner must report all suspected or reported violations to the County, State, City of Peoria and the Granting Agency.

**C. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For Contractors who apply or bid for an award of $100,000 or more, 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**D. Anti-Lobbying Certification.** The Contractor certifies, to the best of his or her knowledge and belief that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

4) 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.

**E. Debarment and Suspension (E.O. 12549 and E.O. 12689).** Provide the required certificates regarding their exclusion status and that of their principal employees. No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689, "Debarment and Suspension," as set forth in 24

C.F.R. Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold may provide the required certification regarding their exclusion status and that of their principal employees.

**F. Drug-Free Workplace Requirements.** Comply with the Drug-Free Workplace Act of 1988 (42 U.S.C. § 701) and certify that they will comply with drug-free workplace requirements in accordance with the Act.

This certification is a material representation upon which reliance is placed by the U.S. Federal Agency in awarding the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the U.S. Federal Agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

1) The Contractor certifies that it will 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 Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Informing employees about:

      1. The dangers of drug abuse in the workplace;

      2. The Contractor'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 of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;

2) Notifying U.S. Federal Agency within ten days after receiving notice under subparagraph (d)(2) from an employee of otherwise receiving actual notice of such conviction;

3) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with

respect to any employee who is so convicted:

a. Taking appropriate personnel action against such an employee, up to and including termination; or

b. 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;

4) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), and (d).

**G. Compliance with Federal and State Immigration Laws.**

1) Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City of Peoria or their agents to inspect personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States.

2) Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to U.S. Federal Agency and the cities that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) ("Contractor Immigration Warranty").

3) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of U.S. Federal Agency and/or the City of Peoria.

4) The U.S. Federal Agency and the City of Peoria retain the legal right to inspect the papers of any employee of Contractor or any subcontractor who works under this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist U.S. Federal Agency and/or the City of Peoria in the conduct of any such inspections.

5) The U.S. Federal Agency or the City of Peoria may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the U.S. Federal Agency and/or the City of Peoria in performing any random verification performed.

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

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

**H. Asbestos Abatement**. The Contractor agrees to comply fully with the National Emission Standard for Hazardous Air Pollutants (NESHAP) asbestos regulation (Title 40 CFR, Part 61 Subpart M), the Maricopa County Air Pollution Control Regulations Rule 370, Section 301.8, and the Occupational Safety and Health Administration (OSHA) asbestos regulation (29 CFR 1926.1101 Asbestos).

**I. Access To Records And Records Retention**. The Contractor agrees as follows:

1) The Contractor agrees to permit the U.S. Federal Agency, the City of Peoria, U. S. Federal Agency, and the Office of the Inspector General and/or their designated representatives to have access to all any books, documents, papers and records of the Contractor or subcontractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcriptions.

2) The Contractor agrees to retain all records for at least six years following the "Official Closeout" date of the grant or the resolution of all audit findings, payments and all other pending matters whichever is later.

**J. Conflict Of Interest.** The undersigned is fully aware that this contract is wholly or partially federally funded, and certifies that:

1) There is no substantial interest, as defined by Arizona Statutes, with any public official, employee, agency, commission, or committee with the City of Peoria and the U.S. Federal Agency.

2) Any substantial interest, as defined by Arizona Statutes, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the City of Peoria or the U.S. Federal Agency that develops at any time during this contract will be immediately disclosed to the City of Peoria and the U.S. Federal Agency.

3) The Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Contractor hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Peoria, or of any designated public agencies or Contractors which are receiving funds under the CDBG Entitlement program.

**K. Compliance with Civil Rights Act of 1964**

During the performance of this contract, the contractor agrees to comply with the following:

(i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.

**L. Termination for Convenience (43 CFR § 12.84)**

Except as provided in §12.83 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §12.83 or paragraph (a) of this section.

**M. Equal Employment Opportunity (41 CFR § 60-1.4)**

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 by the contracting officer 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 consideration 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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, 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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

N. **Compliance with Copeland Act Requirements.** The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

O. **Contract Work Hours and Safety Standards Act.** Contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

P. **Patent Rights (43 CFR Part 12).** Contractor shall comply with federal requirements (CFR 43, Part 12, Subpart C—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Q. **Copyrights (43 CFR § 12.74).** The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(1) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

R. **Audit Practices (43 CFR Part 12).** The contractor agrees access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

S. **Retention of Records (43 CFR Part 12).** The contractor agrees to retain all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

T. **Clean Air Act, Clean Water Act, and EPA Regulations.** Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

U. **Energy Policy and Conservation Act.** Consultant shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

V. **System For Award Management Maintenance (48 CFR 52.204-13).** The Contractor is required to properly register and maintain an updated registration with the System for Award Management (SAM) database, which is the primary Government repository for prospective Federal awardee information and the centralized system for certain contracting, grants, and other assistance-related processes.

(a) Definition. As used in this clause--

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM) database" means that–

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes–

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)(1)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to–

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support he legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted–

(i) Via the internet at http://fedgov.dnb.com/webform or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.acquisition.gov.

**W. Contract Work Hours and Safety Standards Act -- Overtime Compensation.**

(a) *Overtime requirements*. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages*. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required

or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages*. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) *Payrolls and basic records.*

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts*. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

## ATTACHMENTS

| | |
|---|---|
| Attachment A | JOC General Scope of Services |
| Attachment B | SIQ & Contractor's Response |
| Attachment C | JOC Cost Proposal Forms (Pricing Matrix, Project Cost Sheet) |
| Attachment D | Contractor's Contacts (Contact List & Authorized Signature Form) |

## ATTACHMENT A
## JOC General Scope of Services

### 1.0 GENERAL INFORMATION

1.1 This is a fixed price, indefinite quantity type Contract for the performance of various General Building Construction projects on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner.

1.2 Depending on what is required by the Individual Job Order Agreement, the type of Contract will be either "Lump Sum Fixed Price" or "Guaranteed Maximum Price (with savings returned to owner)".

### 2.0 DOCUMENTS

2.1 The currently applicable pricing structure contains pricing information for the Work to be accomplished in the pricing matrix specified. The Pricing matrix can only be updated at time of yearly contract renewal by mutually agreeable change order. Previously issued Job Orders and changes will not be retroactively re-priced although any changes priced after receipt of an update will be priced by the updated version of the new pricing matrix.

2.2 The construction specifications in effect at Contract signing, and provided to the Job Order Contractor, shall be the specifications under this Contract.

### 3.0 WORK AUTHORIZATION

Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

3.1 As the need exists (as determined by Owner) for performance under the terms of this Contract, Owner will notify Job Order Contractor of an existing requirement.

3.2 Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed, by:

3.2.1 Visiting the proposed site in the company of Owner, or;

3.2.2 Establishing contact with Owner to further define the scope of the requirement.

3.3 After mutual agreement on the scope of the individual requirement, Job Order Contractor shall then prepare a proposal for accomplishment of the task unless Job Order Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Job Order Contractor will so notify Owner in a timely manner.

3.4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.

3.5 Job Order Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.

3.6 Upon receipt of Job Order Contractor's proposal, Owner will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

3.7 In the event Owner does not issue a Job Order after receipt of Job Order Contractor's proposal, Owner is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal, except as noted in *§ 4.3*.

### 4.0 SCHEDULING OF WORK

4.1 For each Job Order, Owner will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or

purchased before receipt of the Notice to Proceed shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Owner to inspect the Work to determine the status of completion. When Owner determines the Work to be Punch List Prepared as defined in Article 1, Owner will provide Contractor with a list of items to be completed or corrected prior to final payment for the Job Order. Job Order Contractor shall proceed promptly to complete and correct items on the list.

4.2 Job placement of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.

4.3 Furniture and portable office equipment in the immediate work area will be moved by Job Order Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, Owner will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Owner will compensate Job Order Contractor for any such transportation and storage costs incurred.

4.4 Job Order Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Job Order Contractor at no cost to Owner.

4.5 Job Order Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to Owner for approval.

## 5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

5.1 Job Order Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Owner's inspectors.

## 6.0 DESIGN

6.1 In accordance with the provisions of ARS § 34-602 & 603, the City may require the Job Order Contractor to contract with one or more Design Professionals to provide architectural or engineering design of the Project.

6.2 As an alternative to *§ 6.1,* and in accordance with the provisions of ARS § 34-602 & 603, the City may elect to contract separately with one or more Design Professionals to provide architectural or engineering design of the Project.

6.3 Whether the City or the Job Order contractor contracts with the Design Professional, it is expected that some or all of the following services will be provided during the performance of the work:

6.3.1 The Design Professional will provide administration of the work. The City and the Contractor will endeavor to communicate through the Design Professional. Communications by and with the Design Professionals' consultants will be through the Design Professional.

6.3.2 The Design Professional will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed work and to determine in general if the work is being performed in accordance with the contract documents. The Design Professional will keep the City informed of progress of the work and will endeavor to guard the City against defects and deficiencies in the work.

6.3.3 Upon the Job Order Contractor's submittals, the Design professional will review and approve or take other appropriate action on submittals as Shop Drawings, Product Data, and Samples.

6.3.4 All drawings produced for projects under this contract are the property of the City, and are owned in whole by the City for any and all future use and considerations.

## 7.0 PROJECT AS-BUILTS

7.1 An individual Job Order's scale, complexity, and proximity to agency rights-of-way will determine the specific as-built requirements for each individual job order project. Unless otherwise determined at the time of the job order award that project as-builts will not be required, the Job Order Contractor shall assume that they must satisfy the as-built requirements of both the City of Peoria as the permitting agency and the City of Peoria as the project owner. For river trail and trailhead projects, additional as-built requirements may by imposed by the Flood Control District of Maricopa County and the Arizona Department of Transportation.

7.2 To satisfy the requirements of the City of Peoria as the permitting agency, the Job Order Contractor shall retain the services of an Arizona Registered Land Surveyor to as-built the constructed condition of all grading, drainage, hardscape, and underground utility civil improvements. The Job Order Contractor will be required to meet the requirements of Chapter 7 of the City of Peoria Infrastructure Development Design Guidelines and shall make the required submissions to the permitting agency sufficiently in advance of Final Completion.

7.3 To satisfy the requirements of the City of Peoria as the owner, the Job Order Contractor shall prepare industry standard redline as-built drawings on a clean print of the construction documents or relevant shop drawing. The Job Order Contractor shall neatly mark and post to these drawings any clarification or scope changing documents issued by the design professional and shall neatly mark the drawings to indicate variances from the designed condition. The Job Order Contractor shall submit the as-built documents to the job order project manager for review, correction, and approval sufficiently in advance of Final Completion.

## 8.0 UTILITY COMPANY COORDINATION

8.1 Unless specifically excluded by the Individual Job Order Agreement, the Job Order Contractor will be responsible for coordinating with utility design work for permanent service to the project and will ensure that the work takes place in a timely manner and does not impact the project schedule. Any utility design fees for permanent services to a project will be paid by the City.

## 9.0 TEMPORARY SANITATION FACILITIES

9.1 The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times.

9.2 Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

## 10.0 DUST CONTROL AND WATER

10.1 The dust control measures shall be in accordance with the requirements of the *"Maricopa County Health Department Air Pollution Control Regulations,"* namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City of Peoria has received a copy of the Contractor's Dust Control Permit and Plan.

10.2 The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona, (602) 506-6700 extension 372.

10.3 The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Engineer.

10.4 Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

10.5 Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City of Peoria Utilities Division at (623) 773-7160. A $1,000 deposit is required for each meter. An additional $28.00 service fee is also required. The cost of the water is at the prevailing rate.

## 11.0 ELECTRICITY

11.1 Except for remote locations or unless otherwise specified in a Job Order, Owner shall furnish to Job Order Contractor from existing Owner facilities and without cost to Job Order Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Job Order Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of this Contract.

11.2 Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor, and costs included in the Job Order Proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

## 12.0 WORK BY OWNER

Owner reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the Contract.

## ATTACHMENT B

## SIQ & Contractor's Response

**(See Attached)**

| | | |
|---|---|---|
| | **STATEMENT OF QUALIFICATIONS** | **Materials Management Procurement**<br>9875 N. 85th Ave., 2nd Fl.<br>Peoria, Arizona 85345-6560<br>Phone: (623) 773-7115<br>Fax: (623) 773-7118 |
| | Solicitation Number: **P19-0034** | |

# REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ)

## JOB ORDER CONTRACTING

## FOR

## General Building Construction

## SOLICITATION NUMBER: P19-0034

**Due Date:**
**January 24, 2019 by 5:00 PM Arizona Time**

Pre-Submittal Meeting:
January 16, 2019 @ 9:00 AM Arizona Time

Point of Contact:
Terry Andersen
Contract Officer
teresa.andersen@peoriaaz.gov
623-773-7115

# STATEMENT OF QUALIFICATIONS

Solicitation Number: **P19-0034**

**Materials Management Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

## SECTION 1 – INTRODUCTION

### 1.1 Introduction

The City of Peoria Arizona is seeking experienced licensed contractors for general building construction projects of varying sizes and complexities on an as-needed basis at various project locations throughout the City of Peoria utilizing Job Order Contracting (JOC) project delivery method.

The individual job order maximum amount is $3,000,000. Pricing shall be negotiated fee. It is the intent of the City of Peoria to select two (2) contractors for contract award, each being skilled at projects up to the maximum job order value and capable of multiple concurrent projects. The initial term of the JOC will be for a minimum of one (1) year and may be renewed up to four (4) additional one-year terms. Renewal of the contract will be based on the successful performance of the JOC Contractor and the needs of the City.

During the term of the JOC, work is performed as a series of individual job orders. Individual projects may require the expenditure approval of Peoria City Council. Each job order, initiated by the owner, is defined cooperatively by the owner and contractor. A scope, schedule and price are negotiated and agreed upon. Then the contractor is directed to proceed with the work. Job Order Contractors will be expected to deliver turn-key projects which may include ancillary design, pre-construction services, permit management, competitively bid construction work, and the preparation of project close-out documents.

### 1.2 Cooperative Purchasing

Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement. Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

### 1.3 Project Budget

The City of Peoria Capital Improvement Program (CIP) identifies current funding for projects in fiscal year 2019 and shows planned projects for the next ten (10) years. A copy of the CIP can be viewed at https://www.peoriaaz.gov/government/departments/management-and-budget. The approved FY2019 budget is available to fund various projects utilizing the awarded JOC

contract. Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC exceed $3,000,000.

## SECTION 2 – PROJECT DESCRIPTION & SCOPE OF WORK

### 2.1 Description

This Job Order Contract is issued to assist the City of Peoria with the design, permitting, and construction of various general building construction projects. General building construction projects may include new building construction, existing building major renovations, existing building tenant improvements, and site improvements directly related to a building project (examples: grading, drainage, underground utilities, hardscape, and landscape). The general building construction JOC may also be utilized for projects where a general contractor can add value by managing primary and secondary scope components associated with building or site technical system upgrades (examples: HVAC system modifications, electrical service modifications, solar system installations, life safety system upgrades, or similar).

The general building construction projects are most likely to occur within occupied buildings or on active multi-building campuses, each requiring appreciable experience in managing construction logistics including occupant and pedestrian safety, construction staging, just-in-time materials delivery, off-hours construction, trade parking, and disciplined construction waste management.

Interested contractors must have the ability to show related experience and a proven track record in delivering successful projects of the same nature and magnitude. The selected contractors will be expected to provide experienced project management to manage projects from the project's initial inception and scoping through regulatory approvals, construction, and project close-out.

The City of Peoria has elected to use the JOC delivery method for these projects as outlined under A.R.S. Title 34. Cost effective construction in the shortest possible timeframe and within the City's tolerance of financial risk will be the guiding principles behind the projects.

### 2.2 Scope of Work

Interested contractors must possess experience in the following areas:

**Permit Management:** The attainment of permits from any and all jurisdictions which the project may require, including but not limited to the City of Peoria and Maricopa County.

**Construction:** The physical construction of the work, through competitive subcontractor selection/bidding and/or self-performance as dictated by the unique needs of each individual project.

**Cost Proposals**: Upon the request of the owner, project cost proposals may be submitted either

Materials Management
Procurement
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Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

as a lump sum or as a Guaranteed Maximum Price (GMP). GMP cost proposals shall be "open book" with full transparency provided to the Owner and any project allowance savings will be returned to the Owner at the end of the project.

**Federal Compliance**: Where federal monies are utilized, the scope shall include prevailing wage compliance as per the Davis Bacon Act and submission of weekly certified payroll. The City of Peoria will notify the contractor if federal grants are utilized.

**Project Close-Out:** The preparation, maintenance, or modification of the Owner's project close-out documentation including, but not limited to: RLS certified survey as-builts, CAD updates to as-built documents, operations and maintenance manuals, warranty manuals, turnover of certified payroll documentation (federal projects only), City, County, State, or Federal agency special close-out requirements, and maintenance personnel training (if applicable).

**Depending on the scale of the projects under this JOC, experience in the following areas may also apply:**

**Professional Services:** The contracting of professional design services from licensed Arizona professionals of one or more of the following disciplines typically associated with general building construction: geotechnical, land survey, environmental, civil, landscape, architecture, structural, plumbing, mechanical, electrical, fire protection, and fire alarm; and/or the contracting of specialty disciplines including: acoustical, kitchen equipment, furnishings, environmental, audio visual, security, or similar. When the professional services are not provided by the Owner, the Contractor may be required to possess Professional Liability Insurance. The single project limit of $3,000,000 shall be inclusive of professional services fees when acquired under this JOC agreement.

**Preconstruction Services:** The management of design consultants (when included under the JOC), public engagement, construction cost estimating, constructability review, and value engineering as required to achieve the City's project budget.

## 2.3 General Information

The successful JOC contractors will have documented established successful work relationships with various qualified subcontractors, engineering professionals, and a basic knowledge of JOC project delivery methods. The specific work associated with each job order shall be mutually agreed upon and issued by the City.

For any project determined by the City to be appropriate for this Job Order Contract, the City will request that the contractor prepare a scope of work, cost proposal, project schedule and back-up supporting documentation. If acceptable, the City will issue a Job Order, at which time the parties will execute an individual job order specifying the cost and completion schedule for that project. Although the City anticipates that the JOC Contractor will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The

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City reserves the right and will issue job orders based on ability of the contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

All construction shall conform to the latest Federal, State, and City of Peoria adopted building codes, planning ordinances, and accessibility (ADA) standards; the Uniform Standard Specifications and Details for Public Works Construction published by the Maricopa Association of Governments (MAG) together with the City of Peoria Development Infrastructure Guidelines; Specifications and City of Peoria Supplemental to MAG Uniform Standard Details; and the construction documents (plans and specifications) associated with each Job Order.

## SECTION 3 - STATEMENT OF QUALIFICATIONS

**3.1 SOQ Format:** The JOC contractors will be selected through a qualifications-based selection process based on the evaluation criteria outlined herein. The contractors selected will be the contractors whose SOQ's are responsive, responsible, and are the most advantageous to City, as determined by City in its sole discretion. The City reserves the right to add, delete, or modify any part of this solicitation at City's sole discretion.

Interested Contractors must submit a Statement of Qualifications (SOQ) that addresses the points as outlined.

SOQ's should be assembled in the relative order as outlined below:

### A. Method of Approach to Performing the Required Services

1. Describe your company's experience and approach to scoping and estimating potential job order projects. What efforts would your company initiate to achieve the project budget and schedule during the negotiation process.

2. Describe how your company will manage a diverse program of job order projects initiated by multiple departments, each with differing levels of owner engagement and/or project management, and all with important deadlines.

3. Describe your company's approach to managing, and illustrating the project's schedule, from project inception through design (if required), permitting, construction, and close-out. Who will specifically prepare and update the schedule?

4. Discuss the key components and advantages of your company's selection process for subcontractors. Demonstrate your understanding of the City's requirement that subcontractor selection must be based on qualifications alone or a combination of qualifications and price, not on price alone. Provide a detailed proposed Subcontractor Selection Plan attached as an Appendix.

5. Discuss your company's intentions regarding self-performance for each Job Order and indicate the average percentage (%) of self-performance for the projects your company currently has underway or has completed in the last 24 months.

**B. Experience & Qualifications of the Contractor**

1. List the Arizona professional and contractor license(s) held by your company. Provide the license number and explain if held by an individual or the company.

2. Describe any unique or specialty skills, services or equipment that your company possesses that you believe add value to a project and may differentiate your company from another.

3. Describe the scale and complexity of the projects routinely undertaken by your company.

4. Describe how your company manages its resources between projects for different municipal clients. Identify how personnel assignments are determined.

5. Identify the number of active job order contracting agreements your company is currently providing services under (including any City of Peoria agreements). Identify the agency name, minimum and maximum project size, and identify the total quantity (#) and median project value ($) for the projects your company currently has underway or has completed in the last 24 months. The City may take into consideration the number of Job Order Contracts a company may have, the resource investment of the contractor in current City work, and the amount of previous work recently performed for the City as part of the selection process.

**C. Qualifications & Experience of Key Personnel**

1. Identify and list the qualifications and experience of the key people who will be responsible for performing the work under the resulting contract.

   a. Provide a matrix of project information for up to five (5) key personnel expected to be assigned to this JOC, where the Contractor provided construction services similar to those listed in Section 2 – Scope of Work.

   b. Include in the personnel / project matrix any specific staff experience in partnering, quality control, project scheduling, claims, dispute resolution, changes in the scope of work, construction safety, value engineering, and balancing workloads.

## SECTION 4 - SUBMITTAL REQUIREMENTS

### 4.1 Submittal Information

- Submit one (1) original and six (6) copies of your SOQ.
- Include a 1-page cover letter prepared on the company's letterhead, with the name and

contact information of the firm's lead person for the SOQ, and signed by an individual authorized to sign on behalf of the company.

- SOQ's shall be on 8 ½ x 11" paper, text on one side only with the total page count not more than ten (10) pages.
- Adherence to the maximum page criterion is critical and each page with criteria information will be counted.
- Pages that have project photos, charts, and graphs will count toward the maximum number of pages.
- The company's responses to the SOQ criteria, as outlined in Section 3.1 above.
- Provide a list of three (3) references from current clients or clients whom you have performed work within the past five (5) years.

**4.2 Appendix**

Appendix shall contain the following and will not count against the total page count:

- Subcontractor Selection Plan (1 page).
- Scanned copies of the Arizona Registrar of Contractors License Identification Card(s). Multiple ID cards may be placed on the same page.
- Statement of bonding capacity from an A- or better Surety Company, including the maximum amount for a single project and aggregate project amount.
- Provide a statement identifying any contract or subcontract held by the Contractor or officers of the company, which has been terminated within the last five (5) years for cause.
- Identify any claims arising from a contract owner, which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcomes.

**4.2 Pre-Submittal Meeting:** A pre-submittal meeting will be held at the following place and time:

**ADDRESS:** 9875 N. 85th Ave
Peoria, Arizona 85345
Point of View Conference Room

**DATE:** **January 16, 2019**

**TIME:** **9:00 AM, Arizona Time**

**Materials Management Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118


All interested parties are urged to attend the pre-submittal Conference. Since the City staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal meeting, it is strongly recommended that interested firms send a representative. The pre-submittal meeting is not mandatory.

## SECTION 5 - SELECTION PROCESS AND EVALUATION CRITERIA

### 5.1 Evaluation Process

A Selection Panel will evaluate each Statement of Qualifications (SOQ) according to the evaluation criteria in order to determine a shortlist of 3-5 contractors for the interview phase of the selection process.

### 5.2 Evaluation Criteria

A. Statement of Qualifications

| | |
|---|---|
| 1. Method of Approach | 300 points |
| 2. Experience & Qualifications of the Contractor | 300 points |
| 3. Qualifications & Experience of Key Personnel | 300 points |
| 4. Conformance to SOQ | 100 points |

B. Interviews

| | |
|---|---|
| 1. Presentation | 500 points |
| 2. Response to Questions | 500 points |

The shortlisted contractors may be invited to participate in interviews. The interview criteria alone will be used in determining order on a final list. However, the City reserves the right to select contractor(s) based on the SOQ submittals only and not to proceed to interviews.

At the conclusion of the selection process, each of the rated elements for each contractor will be evaluated to determine the best qualified contractors.

### 5.3 Critical Dates

The following schedule has been prepared for this selection process:

| | |
|---|---|
| Pre-Proposal Meeting | January 16, 2019 |
| Submittals Due | January 24, 2019 |
| Notification of Interviews | February, 26, 2019 |
| Interviews (shortlist only) | March 13, 2019 |
| Contractor Notification | March 15, 2019 |

Until the award and execution of the JOC contract, the City will only release the name of each company placed on the final list. All other information received by the City in response

to the SOQ or contained in the proposals will be confidential to avoid disclosure of the contents that may be prejudicial to the competing offeror(s) during the selection process. The proposals of the selected offeror(s) will be open to the public inspection after the Contract(s) are awarded and the City has executed the contract(s) with the selected offeror(s).

## SECTION 6 – GENERAL INFORMATION

### 6.1 General Information

- *Instructions:* The City of Peoria shall not be held responsible for any oral instructions. Any changes to this SOQ shall be in the form of a published addendum.
- *Contact:* Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this SOQ, at any time, in any venue, is strictly prohibited, except as described in section 6.3 below, and may be grounds for disqualification.
- *Costs:* The City of Peoria will not be responsible for any costs incurred by any contractor submitting an SOQ or responding to this notice. The City reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion. The City reserves the right to request clarification or additional information.
- *Material:* All materials submitted in response to this solicitation become the property of the City, and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.
- *Compliance:* The selected contractor will be required to comply with the "Legal Arizona Workers Act."
- *Federal Funds:* The selected contractor will be required to comply with all associated Federal Compliance Regulations for any federally funded projects that may be done under this JOC contract.
- *Protest Policy & Procedures:* The City of Peoria Protest Policy and Procedures are contained within the City of Peoria Procurement Code, Chapter 26 - Administration, Section 26-121 which is available online at https://www.peoriaaz.gov/government/city-law/city-code. The specific protest procedures are contained in the Materials Management "Procurement Guidelines" and can be accessed at https://www.peoriaaz.gov/government/departments/finance/materials-management.

### 6.3 Questions

- All questions regarding this SOQ must be submitted in writing by emailing:

  Terry Andersen, Contract Officer
  City of Peoria Materials Management
  teresa.andersen@peoriaaz.gov

- Inquiries within 48 hours preceding the due date & time will not be addressed.

January 24, 2019

Terry Andersen, Contract Officer
City of Peoria
Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560

RE: SOQ - JOB ORDER CONTRACTING FOR GENERAL BUILDING CONSTRUCTION | SOLICITATION NUMBER: P19-0034

Dear Ms. Andersen,

Willmeng understands that the City of Peoria is seeking not just a professionally qualified general contractor, but a partner that you can trust to deliver quality workmanship in a timely manner. With over 100 small projects delivered in the last year alone, Willmeng understands that by nature small project services require dependability, flexibility, efficiency, and teamwork at every level. We have created proven processes and procedures that successfully fulfill these requirements and have personnel dedicated to completing your JOC projects. ***Willmeng brings to the City of Peoria:***

**Dedicated Team with the Right Experience:** Our proposed team has extensive experience that directly relates to your Job Order Contracting scope of work and stands ready to respond quickly to your needs. Our team has the skill set required for smaller projects, as well as the ability to work simultaneously on multiple projects without sacrificing quality. Project Executive, Keith Sabia, previously completed Peoria Fire Station No. 7 and Project Superintendent, Kevin Baehr, completed the Peoria Community Center, which remained occupied and operational during construction. This prior City of Peoria experience gives them insight into the City's construction processes and procedures. Together, Willmeng's team brings experts of JOC style construction and experts in municipal construction with over 100 municipal projects completed throughout Arizona.

**Superb Experience in Occupied Facilities:** Our proposed team has extensive experience in successfully completing numerous projects within occupied settings and with limited disruption to existing operations. **They have completed work in highly trafficked and occupied/operational facilities with heightened safety and security requirements for clients such as the Town of Gilbert, American Airlines, Banner Health, Salt River Project and Phoenix-Mesa Gateway Airport** to name a few. They understand the need for immediate response times, working within limited time frames and the builder expertise required in the field to achieve project success. With this wealth of experience, Peoria can rest assured that they have a dependable team in Willmeng who will put the best interests of the City's stakeholders at the forefront of every decision.

**Keeping Dollars in Arizona:** Willmeng understands how important it is to demonstrate and garner trust and credibility with the City of Peoria and its stakeholders. As your construction partner, Willmeng is committed listening first, extending trust, creating transparency, and demonstrating respect and strong accountability. As a locally established and owned general contractor, we understand the impact these local dollars have on our communities when owners – like the City of Peoria – **hire local companies, ensuring those dollars remain in Arizona.** In addition to our proposed team of experts, Willmeng presents a competitive advantage over other non-local firms and has a direct investment in the complete success of all City of Peoria projects.

**80%**
of our projects are completed in occupied facilities

**8**
current Master Service Agreements

**100+**
Small projects completed per year

Willmeng is committed to providing the best experience possible for the City of Peoria stakeholders, staying true to your own core values as Professional, Ethical, Open, Innovative and Accountable in our approach and partnership. We look forward to meeting with you to discuss how Willmeng may be of service to you.

The individual authorized to respond to follow-up issues and conduct negotiations:
Keith Sabia, Principal-In-Charge
O. (480) 968-4755 x29 | F. (480) 557-6788 | C. (480) 466-2181
E. ksabia@willmeng.com

Sincerely,

Keith Sabia, Principal-In-Charge

1. *Describe your company's experience and approach to scoping and estimating potential job order projects. What efforts would your company initiate to achieve the project budget and schedule during the negotiation process.*

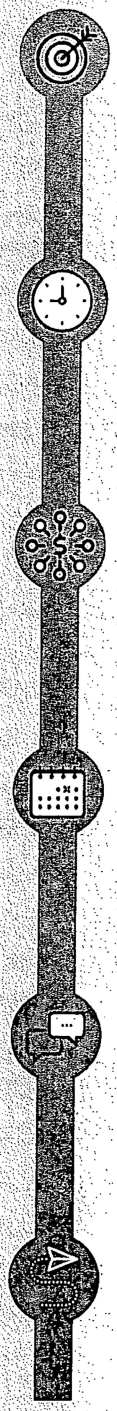
**Experience and Approach:** Willmeng provides more than 500 estimates per year during various stages of design to our clients and design partners. We are set up to be nimble, responding quickly, and accurately to request for pricing. *Willmeng's goal as your Job Order Contractor is to understand fully the scope requirements in order to provide the most accurate and reliable pricing as quickly as possible.* We do this by drawing upon our extensive cost database, as well as our trade contractor relationships that have been developed and nurtured over our 42-years of working in the Greater Phoenix Metro area.

Additionally, we have very responsive estimating procedures in place to ensure a JOC request can be budgeted **within 48 hours.** We have a streamlined process for job start-up and mobilization, which ensures we can meet our clients' demands even in the event of an emergency project need. Our subcontractor agreements and partnerships ensure similar project responsiveness on an expedited and on-call basis. *Willmeng's JOC process is summarized at the right.*

**Budget and Schedule:** Our proprietary estimating system is populated with thousands of unit costs derived from hundreds of projects. The cost database is updated throughout the year and reflects current market unit costs, which is regularly validated by our subcontractor relationships. Because of our history in the valley, Willmeng has deep relationships with the trade contracting community. *Our "Fair 360" approach means that even during tight labor markets - such as the one we're in now - we are able to maintain strong trade contractor coverage as we solicit pricing and determine potential alternates that support the project budget.*

Prior to all trades beginning work, Willmeng conducts a preconstruction meeting with all the trade foremen to establish the network of commitments among the trades. This would ultimately result in a reliable and predictable schedule, similar to a lean scheduling "pull session." Once the trade foremen have bought into the schedule, regular coordination meetings are conducted where Willmeng's team and the trade contractors hold each other accountable for schedule commitments. *These meetings are not only critical to delivering the project on time but also are instrumental in building a culture of partnering among our trade contractors.*

## JOC RESPONSIVENESS



### Receive JOC Request

Designated JOC project manager receives requests from the City of Peoria.

### Understand Requirements

JOC project manager initiates communication with Peoria to gain a complete understanding of scope and requirements.

### Timely Estimating

We utilize our estimating systems, extensive cost-data base and local preconstruction leadership to quickly create accurate budgets within 48 hours.

### Schedule Management

We research potential lead times on materials and equipment to incorporate alternates or recommend expedited procurement.

### Proactive Communication

The cornerstone of Willmeng's JOC effort is transparency and informed decisions by the end user. We make certain that you are aware of critical decision points and of potential areas of risks.

### Quick Mobilization

With a dedicated JOC team in place and relationships with subcontractors who can support quick deployments, work can typically begin within 7 days of cost and schedule approval.

2. *Describe how your company will manage a diverse program of job order projects initiated by multiple departments, each with differing levels of owner engagement and/or project management, and all with important deadlines.*

One of Willmeng's five core values is to be nimble. Our goal is to serve our clients on all their projects, large or small. This core value means that responsiveness is at the heart of our culture. Our JOC team in place is experienced in managing multiple projects. *Each job order will be assigned to one of our dedicated JOC Project Managers who serves as the main point of contact for each job order.* Similarly, one of our dedicated JOC *Superintendents will be responsible for oversight of the day-to-day progress on-site,* ensuring the project is moving forward as expected. Our team is also supported by dedicated Project Engineers and Project Coordinators who are assigned to multiple projects and tasked with providing support such as document control, submittals and pay applications. Each of these team members is accustomed to working on multiple projects simultaneously without compromising the superior client experience that Willmeng is known for.

In addition to these individuals, we have a base of 44 additional superintendents who are experienced in completing a wide array of work. Willmeng's JOC team of superintendents has a long history of working within limited time frames, performing on projects multiple stakeholders simultaneously, and are experts in occupied facilities. If need be, this larger team of builders will provide support to the City of Peoria JOC program.

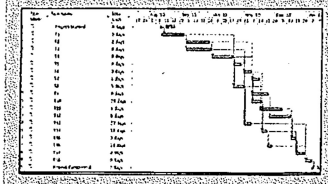
Finally, the Willmeng approach to project administration is to provide a collaborative platform accessible to the entire team. Willmeng uses the **web-based management and document control program, Procore®,** to organize the entire project. Procore is used to track all project administration such as costs and billings, team communications, meeting minutes, daily logs, RFI's, submittals, potential changes, field observations, and inspections. Procore assists Willmeng and the entire project team in *keeping all project information organized, maintained and tracked in real-time* so that decisions can be made quickly and effectively.

3. *Describe your company's approach to managing, and illustrating the project's schedule, from project inception through design (if required), permitting, construction, and close-out. Who will specifically prepare and update the schedule?*

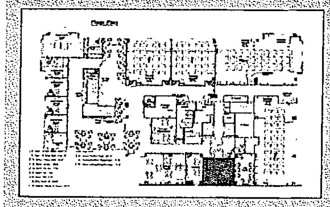
Developing and managing a predictable and reliable schedule is the cornerstone to a successful project. Willmeng utilizes *MS Project* scheduling software for all project tracking and schedule production. These **schedules are prepared and maintained by the JOC Project Manager** or Project Engineer, and reviewed with the entire JOC team and refined as necessary. This baseline or target schedule is then used from inception through close-out. This schedule includes design duration, procurement, submittal process, permitting, construction activities and, owner activities such as furniture move-in. This schedule is reviewed with our subcontractors and their vendors to assure

**SYSTEMS**

***Planning/Scheduling:*** Microsoft Project® Critical Path Method Scheduling is used to create and manage all schedules.



***Estimating:*** In addition to using proprietary estimating software populated with thousands of unit costs, our team uses On-Screen® Take-Off software for all material quantifications and to communicate our understanding of project components in the early design phases.



***Managing Construction:*** Procore® is a web-based software package utilized to manage all aspects of construction. It provides visual project documentation and control and provides a collaborative platform where all project documentation is maintained and tracked in real-time.



material and equipment arrivals support the construction schedule. Willmeng's approach to managing subcontractors is to utilize *Last Planner Scheduling*, which is the process of involving the individual foremen in project planning to eliminate waste and increase efficiency and ownership. By focusing the foremen only on those tasks which advance the critical path AND release the next trade, we eliminate wasted activity and increase efficiency. By requiring the foremen to participate in the planning process, we create a predictable and reliable workflow.

*4. Discuss the key components and advantages of your company's selection process for subcontractors. Demonstrate your understanding of the City's requirement that subcontractor selection must be based on qualifications alone or a combination of qualifications and price, not on price alone. Provide a detailed proposed Subcontractor Selection Plan attached as an Appendix.*

As an Arizona owned and operated contractor, Willmeng brings a 42-year history of local Arizona construction experience, which has resulted in strong trade contractor relationships with more than 3,000 local subcontractors throughout Arizona. Our deep-rooted relationships with local subcontractors and suppliers are critical to the success of all past projects, especially with fast-paced JOC projects.

Our subcontractor selection process methodology ensures that the City receives the most complete scope, planned responsibly, with the best price. Our trade relationships have developed not only because of our long local tenure but also because of our reputation for treating our trade contractors with respect and fairness.

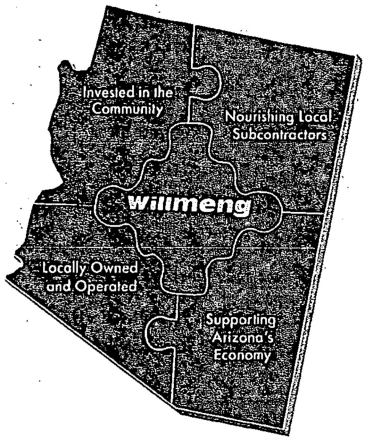
The Subcontractor Selection Plan included in the Appendix demonstrates Willmeng's trade contractor selection process, which is built around Arizona state procurement laws. Subcontractors are selected based on qualifications only, or on a combination of qualifications and price, and are never selected on price alone. In addition to Willmeng's own subcontractor selection process, *we will also solicit input from the City of Peoria* on preferred subcontractors.

*5. Discuss your company's intentions regarding self-performance for each Job Order and indicate the average percentage (%) of self-performance for the projects your company currently has underway or has completed in the last 24 months.*

Willmeng firmly believes that an **inherent conflict of interest exists between acting as a general contractor and self-performing work.** In order to preserve the most competitive environment possible, we subcontract all of our work.

Willmeng has in-house craft labor who can typically self-perform work alongside our trade contractors on JOC projects with smaller scopes such as miscellaneous carpentry, door installation, patch, repair, and paint. JOC projects with a more extensive scope would be better served by hiring qualified subcontractors to ensure the project needs are met.

**Willmeng is proud to be locally established, owned and grown. We are aware of the impact that local dollars have on our communities when those dollars remain in Arizona. 99% of Willmeng's projects were designed, built or renovated in the Greater Phoenix Metro area. Taken together they represent significant investments in our local business ecosystem.**



1. *List the Arizona professional and contractor license(s) held by your company. Provide the license number and explain if held by an individual or the company.*

Willmeng is an Arizona licensed general contractor. All licenses listed below are held by the firm:

AZ Corporation Commission:
File Number: 01334704
Corporation in Good Standing

AZ General Contractors License:
AZ ROC B-01 082904
Exp. 04/30/2020

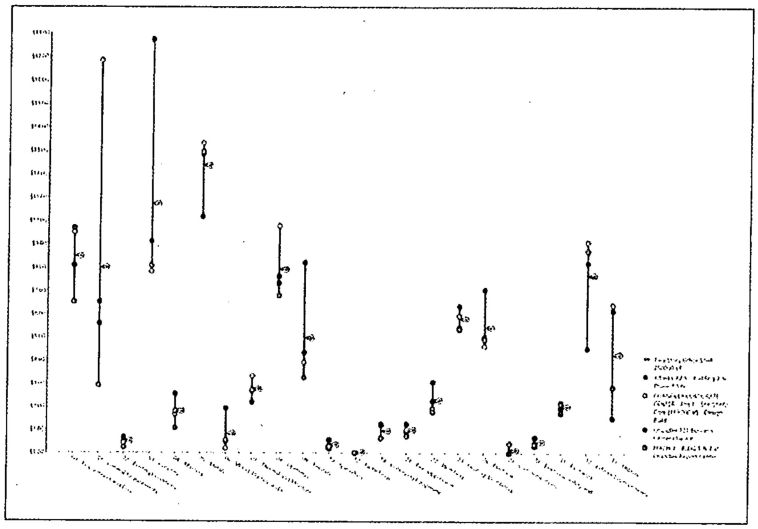
AZ TPT License:
Peoria- 015 Contracting Prime

2. *Describe any unique or specialty skills, services or equipment that your company possesses that you believe add value to a project and may differentiate your company from another.*

**Independent Cost Estimating and Knowledge of Marketplace Conditions:** Willmeng provides more than 500 estimates during various stages of design per year to our clients and design partners. From initial programming with block diagrams and test fits to construction documents issued for a permit, we constantly draw upon our cost database to provide accurate and reliable estimates for our clients. Not only do we constantly update our unit cost database, but we also ask the right questions early in design to "fill in the gaps" for the scope that has not yet been determined or documented. With the volume of local work we perform — both ground-up and interiors — we are true market experts with a clear understanding of the material and labor availability, which helps us formulate our pricing and procurement strategies from project to project.

**Robust Estimating Systems:** Willmeng's proprietary estimating software is populated with thousands of up-to-date unit costs derived from the hundreds of estimates we perform every year. Our system enables us to provide detailed and accurate estimates based on preliminary design information. We utilize On-Screen® Take-Off software for all material quantifications and to communicate our understanding of project scope in the early design phases. Additionally, our team of estimators uses Modelogix® to develop early and accurate estimates based on historical cost and parametric building data. This software package is populated with over 2,500 estimates and project cost data and takes into account Turner and Means cost indices to reconcile previously captured cost with current market conditions. It also enables our team to more accurately forecast escalation based on historical cost trends.

Willmeng provides *100% transparent open-book access* to the project budget during all phases of design and construction. Our cost control system generates detailed summary reports of outstanding cost items, current and updated costs to date and anticipated costs.



*Willmeng has invested in Modelogix® software, which captures project cost in a robust database. Modelogix prides our team with a powerful tool to generate estimates quickly and analyze trade-specific cost situationally.*

*3. Describe the scale and complexity of the projects routinely undertaken by your company.*

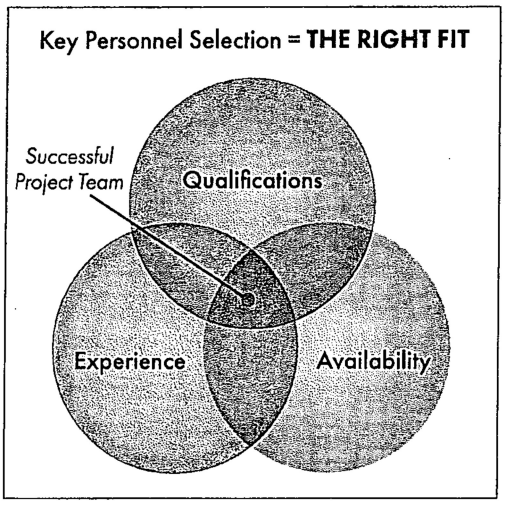
Our business model sustains 35-45 active projects at any given time with roughly 25-35 being interior renovation projects, and 10-12 being ground-up construction. Our projects come in all shapes and sizes – $10,000 fencing upgrades to $75M office headquarters. Our vast builder experience commonly includes various projects types such as municipal, office, retail and educational delivered through MSA, CMAR, Design-build, and negotiated procurement. Our renovation and ground-up experience also includes more technically complex facilities, such as advanced manufacturing and laboratory. Remarkably, 80 percent of our projects are completed in operational settings.

*4. Describe how your company manages its resources between projects for different municipal clients. Identify how personnel assignments are determined.*

Our Operations Team meets weekly to hold a comprehensive schedule review, discuss upcoming projects, and coordinate team availability. This methodology is standard practice for both our municipal and private clients.

The Principal-In-Charge and Operations Manager collaborate to identify the "right fit" for each project based on experience, qualifications, and availability of key personnel.

In addition to our JOC team, Willmeng has a total of 123 dedicated employees. These employees include Project Managers, Superintendents, Estimators, Engineers, Project Coordinators, and Administrative support. At any given time, they are readily available to provide support to our proposed JOC team.




**AMERICAN AIRLINES AT PHOENIX SKY HARBOR CASE STUDY:**

One of the most difficult environments in which to work is undoubtedly large commercial airports. With a multitude of stakeholders including airlines, aviation operations, and airport facilities, construction within active terminals with ZERO disruption to existing operations is indeed a tall order. Beginning in 2016 Willmeng has been performing on-call work with American Airlines at Phoenix Sky Harbor Airport. The seven projects completed as part of this program have totaled $2.6 million, including new office space on the mezzanine level of Terminal 4, N2 concourse, and a new Premium Services office in the N3 concourse of Terminal 4. All of this work was completed within, and around an active terminal without any disruptions to American's or Sky Harbor's ongoing operations. This collection of projects was also performed with virtually no staging areas and in some cases without the ability to set up temporary barricades or partitions.

American Airlines

*"The Willmeng team has been a great partner in completing a very challenging project. The project required a lot of coordination with our staff and Willmeng was very good at communicating with us at all times."*

*– Joe Sindle,*
*American Airlines, Inc.*

*5. Identify the number of active job order contracting agreements your company is currently providing services under (including any City of Peoria agreements). Identify the agency name, minimum and maximum project size, and identify the total quantity (#) and median project value ($) for the projects your company currently has underway or has completed in the last 24 months. The City may take into consideration the number of Job Order Contracts a company may have, the resource investment of the contractor in current City work, and the amount of previous work recently performed for the City as part of the selection process.*

Willmeng has established long term relationships with public and private clients, performing construction of various scope and size including renovation and tenant improvement work on a repeated basis. This work includes completing multiple projects simultaneously on a timely basis and providing superior client services through preconstruction design services, estimating, value analysis, job site analysis, construction, and warranty.

Willmeng's specific expertise relates to Master Service Agreements completed in occupied facilities and multi-building campus settings. This work requires managing multiple projects simultaneously, expedited schedules and limited time frames, budget control, quality control, and safety. Willmeng has provided similar construction services for clients such as:

- Phoenix Union High School District
- BASIS Charter Schools
- Phoenix Country Day School
- San Tan Charter School
- Salt River Project
- American Airlines *(at Sky Harbor International Airport)*
- Banner Health
- American Express
- Douglas Allred Company

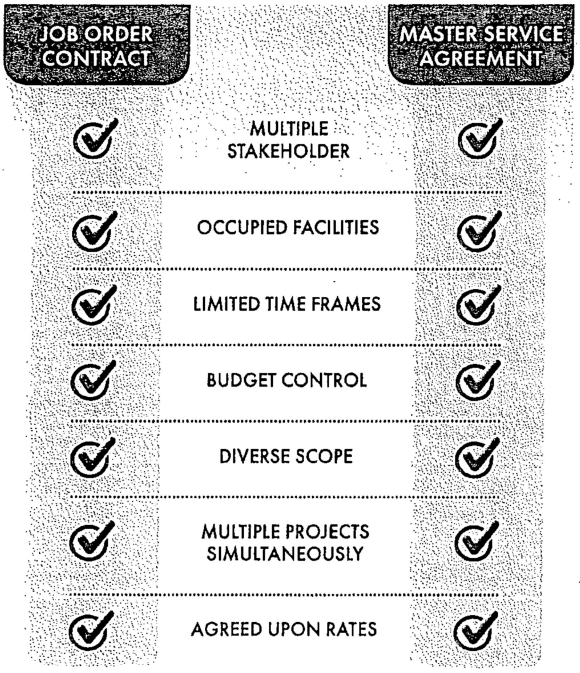
Willmeng is currently providing services to 8 active Master Service Agreements.

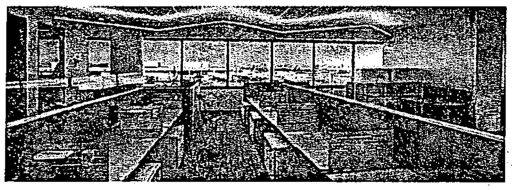
*The following pages, expand upon some of the Master Service Agreement programs mentioned above.*

**MASTER SERVICE AGREEMENTS**

*Current or completed in the last 24 months*

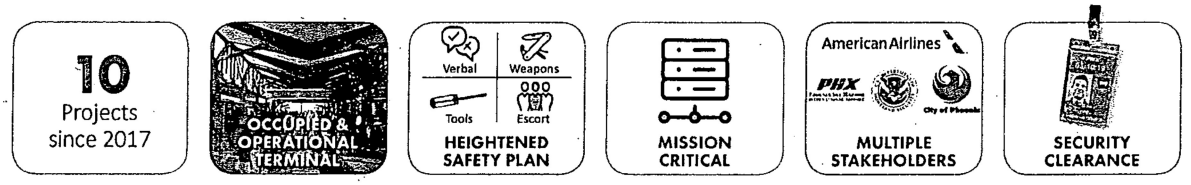
| Agency | Min/Max Project Size | Total Quantity | Median Project Value |
|---|---|---|---|
| City of Tolleson *(*recently awarded)* | $1 \| $250,000 max | pending | TBD |
| Salt River Project | $2k \| no max | 5 | $1,065,753 |
| Banner Health | $30k \| no max | 6 | $696,011 |
| American Airlines | $1k \| $5M | 10 | $194,185 |
| Douglas Allred Company | $9k \| no max | 37 | $4,954,961 |
| Hines | $50k \| no max | 7 | $555,297 |
| San Tan Charter School | $2k \| no max | 3 | $3,837,494 |
| BASIS Charter Schools | $3k \| no max | 8 | $3,458,623 |

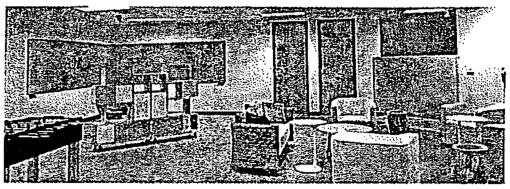




## AMERICAN AIRLINES

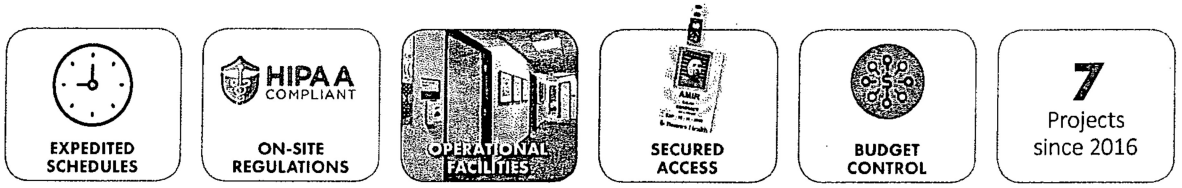
With high-level security and safety requirements, American Airlines selected Willmeng to perform design and construction services for projects beginning in 2016. Projects include renovations and remodels at facilities located within Phoenix Sky Harbor International Airport. These projects are completed within fully operational terminals at the airport. Stringent requirements make attention to detail and efficiency a top priority for all projects and are at the forefront of Willmeng's services for American Airlines.

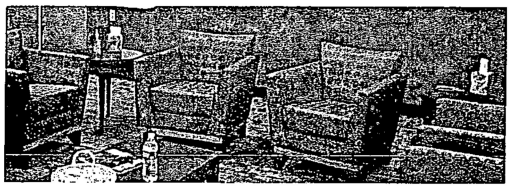


## BANNER HEALTH

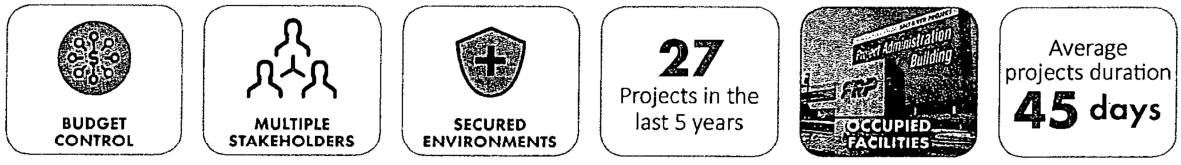
For the past four years, Willmeng has served Banner Health in an on-call capacity. As part of Banner's prequalified group of service providers, we have worked on such projects as pediatric sleep lab, a credit union, and offices that support one of their technology implementation teams.



## SALT RIVER PROJECT

Willmeng has been providing Salt River Project with on-call services which began in 2012. Our work in this program has encouraged a wide array of sizes and complexity throughout SRP's large portfolio of properties. Projects have been completed in occupied facilities and include renovations, remodels, site improvements, tenant improvements, and demolition.



*1. Identify and list the qualifications and experience of the key people who will be responsible for performing the work under the resulting contract.*

*a. Provide a matrix of project information for up to five (5) key personnel expected to be assigned to this JOC, where the Contractor provided construction services similar to those listed in Section 2 – Scope of Work.*

*b. Include in the personnel / project matrix any specific staff experience in partnering, quality control, project scheduling, claims, dispute resolution, changes in the scope of work, construction safety, value engineering, and balancing workloads.*

Willmeng's proposed team specializes in JOC and On Call construction delivery within occupied buildings and in operable settings. Our team efficiently manages all aspects of construction logistics and safety in high security and heavily trafficked areas such as Phoenix Sky Harbor International Airport and the Renaissance Towers in downtown Phoenix. Our team brings to the City of Peoria an extensive resume of comparable programs and experience that includes:

- Coordination with multiple stakeholders
- Expertise within occupied buildings and in a dense urban environment
- Extensive experience managing multiple projects and building trades
- Extensive experience delivering tenant improvements (TI), building renovations and specialized site improvements and repairs

The Willmeng team will draw upon this experience to plan and execute job order contracts, while also enhancing your experience throughout design and construction. Additionally, both *Keith Sabia and Kevin Baehr have experience working with the City of Peoria.*

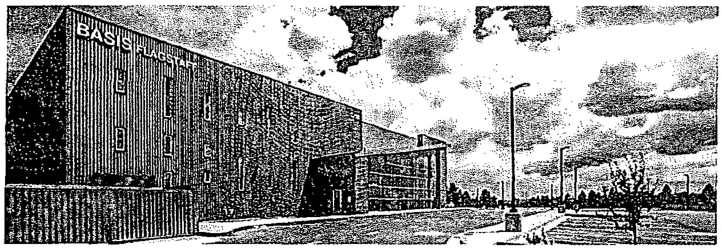






| | Keith Sabia<br>Project Executive<br>32 Years Experience | Veronica Davis<br>Project Manager<br>24 Years Experience | Johnny Alvarado<br>Project Manager<br>9 Years Experience | Kevin Baehr<br>Superintendent<br>32 Years Experience | Rick Meyer<br>Superintendent<br>37 Years Experience |
|---|---|---|---|---|---|
| Salt River Project | ✓ | ✓ | ✓ | | |
| Banner Health | ✓ | ✓ | | | |
| American Airlines | ✓ | ✓ | | ✓ | |
| Hines | ✓ | ✓ | | | |
| San Tan Charter School | ✓ | | ✓ | | |
| BASIS Charter School | ✓ | | ✓ | | ✓ |

| | | | | | |
|---|---|---|---|---|---|
| Partnering | ✓ | ✓ | ✓ | ✓ | ✓ |
| Quality Control | ✓ | ✓ | ✓ | ✓ | ✓ |
| Project Scheduling | ✓ | ✓ | ✓ | ✓ | ✓ |
| Claims | | | | | |
| Dispute Resolution | ✓ | ✓ | ✓ | ✓ | ✓ |
| Scope Changes | ✓ | ✓ | ✓ | ✓ | ✓ |
| Construction Safety | ✓ | ✓ | ✓ | ✓ | ✓ |
| Value Engineering | ✓ | ✓ | ✓ | ✓ | ✓ |
| Balancing Workloads | ✓ | ✓ | ✓ | ✓ | ✓ |
| Municipal Experience | ✓ | ✓ | ✓ | ✓ | ✓ |




## BASIS School Flagstaff Renovation & Addition



Keith Sabia, Project Director

The renovation and addition to BASIS School in Flagstaff required an accelerated schedule. That being said, the building team developed a schedule with construction beginning before design completion. By proactively communicating this plan to our design partner and to the City of Flagstaff early in design development, the team was able to submit civil plans separately and also received an at-risk grading permit. With the approval of the civil documents ahead of the rest of the design, construction was able to begin as soon as possible.

*"You put together an amazing team that knew how to get the job done. Keith and team were dedicated, creative, flexible, and diligent. They understood our vision and made sure we got there. Despite the weather challenges we faced, they understood our timeline and made sure it was met without sacrificing quality. They understood our budget and made sure we stayed within it. Understanding and accomplishing these things are vital in any job but they were always positive, gracious and accommodating."*

– Barb DeLisa, BASIS.ed




## Arizona Spine & Joint Hospital



Veronica Davis, Project Manager

This very complicated, infrastructure-intensive project required precision sequencing to execute the workaround existing sterile operations. We worked closely with the hospital's staffs to plan the work sequence, often adjusting to changes in the hospital's schedule. We were able to maintain the schedule as originally developed, based on this flexibility, as described by James Varley, the hospital's Director of Operations: "I know that we were extremely high maintenance as a result of clinical leadership within our facility that would often make late changes as well as implement constant modification of ICRA plans. (You were) able to consistently bring solutions and peace of mind to all attending the weekly progress meetings, and keep the job moving on pace."

*"It is with much enthusiasm that I will recommend Willmeng Construction, Inc. to anyone that may inquire, as we are extremely pleased with not only the quality of your work but the attention to detail throughout the process. The SPD remodeling project for which you had contracted with us had many technical facets to it that you were able to breeze through. Additionally, you had committed that we would be able to stay up and running throughout the process, and not have to cancel any cases. You delivered on that promise, as we didn't experience any downtime."*

– James Varley, AZ Spine & Joint Hospital

## Phoenix-Mesa Gateway Aviation Services Renovation



Johnny Alvarado, Project Manager

During preconstruction, Johnny led the options analysis efforts on Phoenix-Mesa Gateway Aviation Services Renovation to bring the project budget from $850K to $700K through diligent evaluation of the building addition's structural scheme, as well as creative solutions for the ceiling configuration.

Gateway Aviation Services

*Subcontractor Selection Plan*

Willmeng's procurement process reflects a transparent approach in everything we do. *Our preconstruction team ensures all purchased scope is complete and has no overlaps among trades.* We use our long list of lessons learned from each trade to make sure we account for the scope that may not necessarily be contained in the project documents. Willmeng's complete procurement process is summarized in the graphic to the right.

Willmeng is accustomed to Arizona State procurement laws. With our process built around these guidelines, we have developed our system to ensure that a competitive process is maintained. On every project, we create a trade contracting plan that is geared towards the specific needs of the project. Whether selected early utilizing a qualification's process or selected by a combination of qualifications and competitive bidding, we ensure a deep base of at least three to five subcontractors in every major trade.

Willmeng's contractor pre-qualification is a *proactive process to ensure the most qualified trade contractors providing the greatest value are selected for your JOC projects.* We consider several factors before we narrow down our trade contractor list:

- Experience with similar municipal, renovation and JOC projects
- Current workload and manpower available for this project
- Experience of lead personnel with completing similar work
- Financial integrity and bondability
- Safety record and current experience modifier
- Successful experience with Willmeng Construction

## SUBCONTRACTOR PLAN

**On every project, we create a subcontracting plan that is geared towards the specific needs of the project and schedule.**




**CREATE PROJECT SPECIFIC PLAN**
- Determine if there will be early selected subcontractors
- Receive Owner & Designer's input




**PRE-QUALIFICATION**
- Select from our database of over 3,000 local subcontractors those who are most qualified for the requirements of this project




**SUBCONTRACTOR RFP'S**
- Qualifications & Prices
- Pre-bid conference
- Detail subcontractor scope reviews
- Manpower & Schedule review




**REVIEW RESULTS**
- Create a matrix of qualifications plus price criteria
- Subcontractor reviews
- Owner & design team review




**APPROVAL AND AWARD**
- Final approval of subcontractor slate
- Release subcontractors upon Owner NTP

*Willmeng has deep relationships in the local trade contracting community, solidified by our long-standing reputation in the market for treating subcontractors fairly and with respect.*




Willmeng is committed to supporting the **local Arizona economy** and that is why local subcontractor participation is a top priority for us. We believe in the proactive approach of hosting multiple **recruitment fairs** in an effort to inform **local consultants** and subcontractors of upcoming work. In addition, Willmeng also hosts **semi-annual trade contractor information sessions**, which are publicly advertised, to recruit existing subcontractors that are not currently pre-qualified with Willmeng and also to educate, encourage and assist those who may need assistance in becoming pre-qualified. Willmeng also uses resources such as the Registrar of Contractors and additional **public outreach efforts** to reach as many local consultants, subcontractors, and suppliers as possible.

*Scanned copies of the Arizona Registrar of Contractors License Identification Card(s).*

LICENSE EFFECTIVE THROUGH: 04/30/2020
STATE OF ARIZONA
**Registrar of Contractors** CERTIFIES THAT
Willmeng Construction Inc

CONTRACTORS LICENSE NO. 82904 CLASS B-1

General Commercial Contractor

THIS CARD MUST BE PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

DETAILS FOR
**WILLMENG CONSTRUCTION INC**
LICENSE NUMBER ROC 082904
TUESDAY OCTOBER 02, 2018 11:10:42 AM

**CONTRACTOR**

NAME / ADDRESS / PHONE

**Willmeng Construction Inc**
2048 N 44th St Ste 200
Phoenix, AZ 85008-3297

STATUS / ACTION

Active

**LICENSE**

CLASS & DESCRIPTION

**General Commercial B-1 General Commercial Contracting**

ENTITY TYPE

**Corporation**

ISSUED / RENEWAL

**First Issued: 1989-05-10**
**Renewed Through: 2020-04-30**

**This license is QP Exempt.**

**QUALIFYING PARTY & PERSONNEL**

*The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.*

**Name:** Jack Clare Willmeng
**Position:** Other, Qualifying Party
**Other Positions:** Historical Officer

**Name:** Isam Osmar Ghandour
**Position:** Officer
**Other Positions:** OFFICER

**Name:** Naoma Lea Hess
**Position:** Other
**Other Positions:** Historical Officer

**Name:** James Paul Murphy
**Position:** Officer
**Other Positions:** OFFICER

**Name:** James Murphy
**Position:** Other
**Other Positions:** Historical Officer

**Name:** Cathryn Marie Willmeng
**Position:** Other
**Other Positions:** Historical Officer

**Name:** Isam Osman Ghandour
**Position:** FORMER Other, FORMER Qualifying Party
**Other Positions:** EMPLOYEE
**Inactivation Date: 2011-08-08**

**Name:** Helmut John Hammen
**Position:** FORMER Officer, Qualifying Party
**Other Positions:** OFFICER
**Inactivation Date: 2009-11-18**

**Name:** Jack Clare Willmeng
**Position:** FORMER Officer, FORMER Qualifying Party
**Other Positions:** OFFICER
**Inactivation Date: 2005-11-29**

**COMPLAINT INFORMATION**

*Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762) identify the ROC office location you need to visit to view complete complaint documentation.*

| | CLOSED CASES | |
|---|---|---|
| **0** Open Cases | **0** Disciplined Cases | **0** Resolved / Settled Cases |

**BOND INFORMATION**

How to collect from a license bond(https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect)

| | |
|---|---|
| **Bond Type:** SURETY | **Bond Type:** SURETY |
| **Bond Number:** 961510C | **Bond Number:** CA8214739 |
| **Effective Date:** 1989-05-10 | **Effective Date:** 2008-12-24 |
| **Bond Company:** INDEMNITY COMPANY OF CALIFORNIA | **Bond Company:** GREAT AMERICAN INSURANCE COMPA |
| **Amount:** $ 0.00 | **Amount:** $ 0.00 |
| **Paid:** $ 0.00 | **Paid:** $ 0.00 |
| **Available:** $ 15000.00 | **Available:** $ 100000.00 |
| **Status:** ACTIVE | **Status:** ACTIVE |

GREAT AMERICAN
INSURANCE GROUP

14301 North 87th Street, Suite 214
Scottsdale, Arizona 85260
GreatAmericanInsurance.com

direct 480-659-4093
fax 480-367-6805
email:bsawyer@gaic.com

June 19, 2018

**Re: Willmeng Construction, Inc.**

To Whom It May Concern:

Great American Insurance Group ("Great American") is pleased to submit this letter regarding our valued client, Willmeng Construction, Inc. Great American has maintained a surety program for Willmeng Construction, Inc. through Minard-Ames Insurance Services, LLC since 2008. Great American will favorably consider bonds within a $90,000,000 single/$200,000,000 aggregate limit. Great American is a United States Treasury listed surety company with a current A. M Best rating of "A+(Superior)/ XIV" and is licensed to do business in all 50 states.

Great American Insurance Group stands ready to favorably consider Willmeng Construction, Inc.'s requests to issue bid, performance and payment bonds for qualified owners. As is customary, approval of any final bond is predicated upon the most current financial and job information available to the underwriter at the time of the request and subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request. Our consideration and issuance of bonds is a matter solely between Willmeng Construction, Inc., Great American and Minard Ames Insurance Services, LLC.

Please feel free to contact our office if you have any questions or need further clarification.

Sincerely,
Great American Insurance Group

Brian R. Sawyer
Bond Manager

GREAT AMERICAN INSURANCE COMPANY

- *Provide a statement identifying any contract or subcontract held by the Contractor or officers of the company, which has been terminated within the last five (5) years for cause.*

Neither Willmeng nor its officers have had a contract or subcontract terminated in the last 5 years.

- *Identify any claims arising from a contract owner, which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcomes.*

In the last 5 years, Willmeng has had no claims arising from a contract which resulted in litigation or arbitration.

---

- *Provide a list of three (3) references from current clients or clients whom you have performed work within the past five (5) years.*

1. Chris Scott
   Sr. Project Manager CIP
   Town of Gilbert
   christopher.scott@gilbertaz.gov
   (480) 503-6620

2. Joe Sindle
   Project Manager, Corporate Real Estate
   American Airlines
   joe.sindle@aa.com
   (480) 693-3892

3. Andrew Snedeker
   Construction Manager
   Hines
   andrew.snedeker@hines.com
   (480) 389-7747

## ATTACHMENT C

**JOC Cost Proposal Forms**
**(Pricing Matrix & Project Cost Sheet)**

**(See Attached)**

# City of Peoria Job Order Cost Proposal

CONTRACTOR NAME: Wilmeng

| | | | |
|---|---|---|---|
| Contract Type | JOC for General Building Construction | City Project/CIP No.: | |
| Job Order No. | P19-0034 | Contractor's Job No.: | |
| City Project Mgr: | | Prepared by: | |
| Fee Type: | *Specify Lump Sum Fixed Price or GMP* | Date: | |
| Job Title: | | Revision: | |
| Location: | | Tax Method | |

**Brief Description of Work to be Performed (attach detailed scope of work, clarifications, assumptions, etc.)**

## SECTION A: PROFESSIONAL SERVICES (work performed lump sum and/or hourly)

| Company | Description of Work to be Performed (Supporting quote & information attached) | Item Total |
|---|---|---|
| JOC Contractor Name | Preconstruction Services (Lump Sum) | $ 1.00 |
| JOC Contractor Name | Preconstruction Services (Reimbursable Expenses) | $ 1.00 |
| Design Professional Name | Architectural & Engineering Serices (Lump Sum) | $ 1.00 |
| Design Professional Name | Architectural & Engineering Serices (Reimbursable Expenses) | $ 1.00 |
| | | |
| | | |
| | Total Professional Svcs Cost (A1) | $ 4.00 |

| Position | Unit | Quantity |
|---|---|---|
| Construction Principal | Hours | 1.0 |
| JOC Program Coordinator | Hours | 1.0 |
| Project Manager 1 (Senior Experience Level) | Hours | 1.0 |
| Project Manager 2 (Junior Experience Level) | Hours | 1.0 |
| Superintendent 1 (Senior Experience Level) | Hours | 1.0 |
| Superintendent 2 (Junior Experience Level) | Hours | 1.0 |
| Director of Preconstruction (Senior Experience Level) | Hours | 1.0 |
| Estimator 1 (Senior Experience Level) | Hours | 1.0 |
| Estimator 2 (Junior Experience Level) | Hours | 1.0 |
| Estimating Coordinator | Hours | 1.0 |

** includes overhead and labor burden*

| Professional Services Hourly Rate* | | Position |
|---|---|---|
| Each | Total | Total |
| $ 131.81 | $ 131.81 | $ 131.81 |
| $ 131.81 | $ 131.81 | $ 131.81 |
| $ 118.03 | $ 118.03 | $ 118.03 |
| $ 96.37 | $ 96.37 | $ 96.37 |
| $ 108.20 | $ 108.20 | $ 108.20 |
| $ 96.37 | $ 96.37 | $ 96.37 |
| $ 127.88 | $ 127.88 | $ 127.88 |
| $ 118.35 | $ 118.35 | $ 118.35 |
| $ 78.32 | $ 78.32 | $ 78.32 |
| $ 68.86 | $ 68.86 | $ 68.86 |
| Total Professional Svcs Cost (A2) | | $ 1,076.00 |

## SECTION B: LABOR (inclusive of burden)

| Position | Unit | Quantity |
|---|---|---|
| Construction Principal | Hours | 1.0 |
| JOC Program Coordinator | Hours | 1.0 |
| * Project Manager 1 (Senior Experience Level) | Hours | 1.0 |
| * Project Manager 2 (Junior Experience Level) | Hours | 1.0 |
| * Superintendent 1 (Senior Experience Level) | Hours | 1.0 |
| * Superintendent 2 (Junior Experience Level) | Hours | 1.0 |
| * Superintendent 3 (Junior Asst. Experience Level) | Hours | 1.0 |

| Labor Cost | | Position |
|---|---|---|
| Each | Total | Total |
| $ 106.99 | $ 106.99 | $ 106.99 |
| $ 106.99 | $ 106.99 | $ 106.99 |
| $ 95.81 | $ 95.81 | $ 95.81 |
| $ 76.65 | $ 76.65 | $ 76.65 |
| $ 87.83 | $ 87.83 | $ 87.83 |
| $ 76.65 | $ 76.65 | $ 76.65 |
| $ 68.67 | $ 68.67 | $ 68.67 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| * Assist. Project Manager | Hours | 1.0 | $ | 67.07 | $ | 67.07 | $ 67.07 |
| Safety Manager | Hours | 1.0 | $ | 92.62 | $ | 92.62 | $ 92.62 |
| Project Coordinator | Hours | 1.0 | $ | 55.89 | $ | 55.89 | $ 55.89 |
| Laborer | Hours | 1.0 | $ | 47.91 | $ | 47.91 | $ 47.91 |
| | | | | Total Labor Cost | | | $ 883.08 |

** Indicates position is eligible for Construction Vehicle or Allowance*

## SECTION C: EQUIPMENT (supporting information attached)

| Item | Unit | Quantity | Equipment Each | Equipment Total | Item Total |
|---|---|---|---|---|---|
| Construction Vehicle w/ Fuel (Employee Allowance) | Week | 1.0 | $ 200.00 | $ 200.00 | $ 200.00 |
| Construction Plckup w/ Fuel (Heavy Duty) (Super) | Week | 1.0 | $ 350.00 | $ 350.00 | $ 350.00 |
| Construction Pickup w/ Fuel (Light Duty) (Super & PM) | Week | 1.0 | $ 300.00 | $ 300.00 | $ 300.00 |
| Company Vehicle w/ Fuel (Light Duty ) (PM Sedan) | Week | 1.0 | $ 250.00 | $ 250.00 | $ 250.00 |
| Employee Voice / Data Package (Phone / Data Card) | Week | 1.0 | $ 50.00 | $ 50.00 | $ 50.00 |
| Firm Owned Water Truck | Week | 1.0 | $ 1,800.00 | $ 1,800.00 | $ 1,800.00 |
| | | | | Total Equipment Cost | $ 2,950.00 |

## SECTION D: MATERIALS (including non-labor General Conditions / Requirements)

| Item | Unit | Quantity | Material Each | Material Total | Item Total |
|---|---|---|---|---|---|
| Material 1 | day | 1.0 | $ 1.00 | $ 1.00 | $ 1.00 |
| Material 2 | box | 0.0 | $ - | $ - | $ - |
| Material 3 | roll | 0.0 | $ - | $ - | $ - |
| Material 4 | ton | 0.0 | $ - | $ - | $ - |
| Material 5 | yard | 0.0 | $ - | $ - | $ - |
| Material 6 | Ea | 0.0 | $ - | $ - | $ - |
| Material 7 | Ea | 0.0 | $ - | $ - | $ - |
| Material 8 | ls | 0.0 | $ - | $ - | $ - |
| Material 9 | mo. | 0.0 | $ - | $ - | $ - |
| Material 10 | wk. | 0.0 | $ - | $ - | $ - |
| | | | | Total Materials Cost | $ 1.00 |

## SECTION E: SUBCONTRACTORS (including JOC Contractor self-performing as a subcontractor)

| Company | Description of Work to be Performed (Supporting quote & information attached) | Item Total |
|---|---|---|
| JOC Contractor Name | Grading | $ 1.00 |
| JOC Contractor Name | Underground Utilities | $ 1.00 |
| Subcontractor Name1 | Survey | $ 1.00 |
| Subcontractor Name2 | Special Inspections | $ 1.00 |
| Subcontractor Name3 | Electrical | $ 1.00 |
| Subcontractor Name4 | | $ - |
| Subcontractor Name5 | | $ - |
| Subcontractor Name6 | | $ - |
| Subcontractor Name7 | | $ - |
| Subcontractor Name8 | | $ - |
| | | $ - |
| | Total Subcontractor Cost | $ 5.00 |

## SECTION F: ALLOWANCES & CONTINGENCIES

| Company | Description of Allowances & Contingencies | Item Total |
|---|---|---|
| JOC Contractor Name | Allowance A Description | $ 1.00 |
| | Allowance B Description | $ - |
| | Permits | $ - |
| | Materials Testing | $ - |
| | Builder's Risk Insurance Premium | $ - |

| | | |
|---|---|---|
| | *Professional Liability Insurance Premium (when applies)* | $ - |
| | | |
| JOC Contractor Name | Contractor's Construction Contingency | $ 1.00 |
| | | $ - |
| City of Peoria | Owner's Construction Contingency | $ 1.00 |
| | | $ - |
| | | $ - |
| | Total Allowances & Contingencies Cost | $ 3.00 |

| | % (from Matrix) | ($) |
|---|---|---|
| Subtotal Professional Services (A1+A2) | | $ 1,080.00 |
| JOC Contractor's Fee (Professional Services) | 3.00% | $ 32.40 |
| Sales Tax | 5.265% | $ 58.57 |
| **Total Professional Services:** | | **$ 1,170.97** |
| Subtotal Construction (B+C+D+E+F): | | $ 3,842.08 |
| General Liability Insurance | 0.71% | $ 27.28 |
| Bond | 0.85% | $ 32.66 |
| JOC Contractor's Fee (Construction) | 10.00% | $ 390.20 |
| Sales Tax | 5.265% | $ 225.99 |
| **Total Construction :** | | **$ 4,518.20** |
| **TOTAL JOB ORDER COST:** | | **$ 5,689.17** |

Submitted by:

Name, Title

Date

*REV: 3/19/19 CF*

## City of Peoria
## JOC Pricing Matrix

**P19-0034, JOC for General Building Construction**

**Company Name: Willmeng Construction**

| Indirect Cost of the Work | $1.00 to $50,000 | $50,001 to $250,000 | $250,001 to $500,000 | $500,001 to $1,000,000 | $1,000,001 to $2,000,000 | $2,000,001 to $3,000,000 |
|---|---|---|---|---|---|---|
| Job Order Contractor's Fee *(Professional Svcs)* | 2.00% | 2.00% | 2.00% | 2.00% | 2.00% | 2.00% |
| Job Order Contractor's Fee *(Construction)* | 9.00% | 8.00% | 7.00% | 7.00% | 6.00% | 5.50% |
| Payment & Performance Bonds | 0.92% | 0.92% | 0.92% | 0.92% | 0.92% | 0.92% |
| Insurance: | | | | | | |
| General Liability | 0.65% | 0.65% | 0.65% | 0.65% | 0.65% | 0.65% |
| Builder's Risk | $100 ** | $100 ** | $100 ** | $200 ** | $250** | $300** |
| AZ/County/City Taxes (65% of .081) | 5.265% | 5.265% | 5.265% | 5.265% | 5.265% | 5.265% |
| (Assumes work performed in the City of Peoria) | | | | | | |
| **Total Indirect Cost %** *(Excl. Professional Svcs)* | **15.84%** | **14.84%** | **13.84%** | **13.84%** | **12.84%** | **12.34%** |
| **Total Indirect Cost %** *(Incl. Professional Svcs)* | **17.84%** | **16.84%** | **15.84%** | **15.84%** | **14.84%** | **14.34%** |
| | | | | | | |
| Labor Burden Multiplier (Percentage) *(on employee's base hourly wage rate)* | 1.52 | 1.52 | 1.52 | 1.52 | 1.52 | 1.52 |

** - Typically the rate is per month - This rate also varies depending on classification of building type.

## ATTACHMENT D

**Contractor's Contacts**
**(Contact List & Authorized Signature Form)**

**(See Attached)**

# ATTACHMENT D

## Willmeng Contacts

**Key Personnel:**

| Name | Title | Phone | Email |
|---|---|---|---|
| James Murphy | President | 602-330-4591 | jmurphy@willmeng.com |
| Mike Mongelli | COO | 602-349-4996 | mmongelli@willmeng.com |
| Keith Sabia | Principal / JOC Coord. | 480-466-2181 | ksabia@willmeng.com |
| Keyvan Ghahreman | Director of Pre Con | 480-363-0171 | kghahreman@willmeng.com |
| Veronica Davis | Project Manager 1 | 480-403-1227 | vdavis@willmeng.com |
| Johnathan Alvarado | Project Manager 1 | 602-739-6354 | johnnyalvarado@willmeng.com |
| Shelley Karpuk | Project Manager 2 | 480-202-5269 | skarpuk@willmeng.com |
| Dean Lutgen | Project Manager 2 | 602-358-4465 | dlutgen@willmeng.com |
| Pablo Sandoval | Project Manager 2 | 480-980-5284 | psandoval@willmeng.com |
| Ray Collier | Project Manager 2 | 480-684-0505 | rcollier@willmeng.com |
| Don Gleash | Superintendent 2 | 480-268-4694 | dgleash@willmeng.com |
| Rick Meyer | Superintendent 1 | 602-341-0278 | rmeyer@willmeng.com |
| Kevin Baehr | Superintendent 1 | 480-338-1979 | kbaehr@willmeng.com |
| Richard Leon | Superintendent 1 | 602-527-6547 | rleon@willmeng.com |
| Merle Farnsworth | Superintendent 2 | 505-320-1720 | mfarnsworth@willmeng.com |
| Aaron Scott | Superintendent 2 | 480-848-5648 | ascott@willmeng.com |
| Dan Roelle | Superintendent 1 | 480-226-1590 | droelle@willmeng.com |
| Theron Johnson | Superintendent 2 | 816-572-7392 | tjohnson@willmeng.com |
| Amir Salimi | Asst Superintendent | 480-589-5006 | asalimi@willmeng.com |

**Individuals Authorized to sign:**

**A. Master Contract, Bonds, Claims and any Legal agreements**

James Murphy, Mike Mongelli

B. **Job Orders, NTP & Time Extension or Changes Orders**

Keith Sabia, Veronica Davis

# Willmeng JOC Organizational Chart

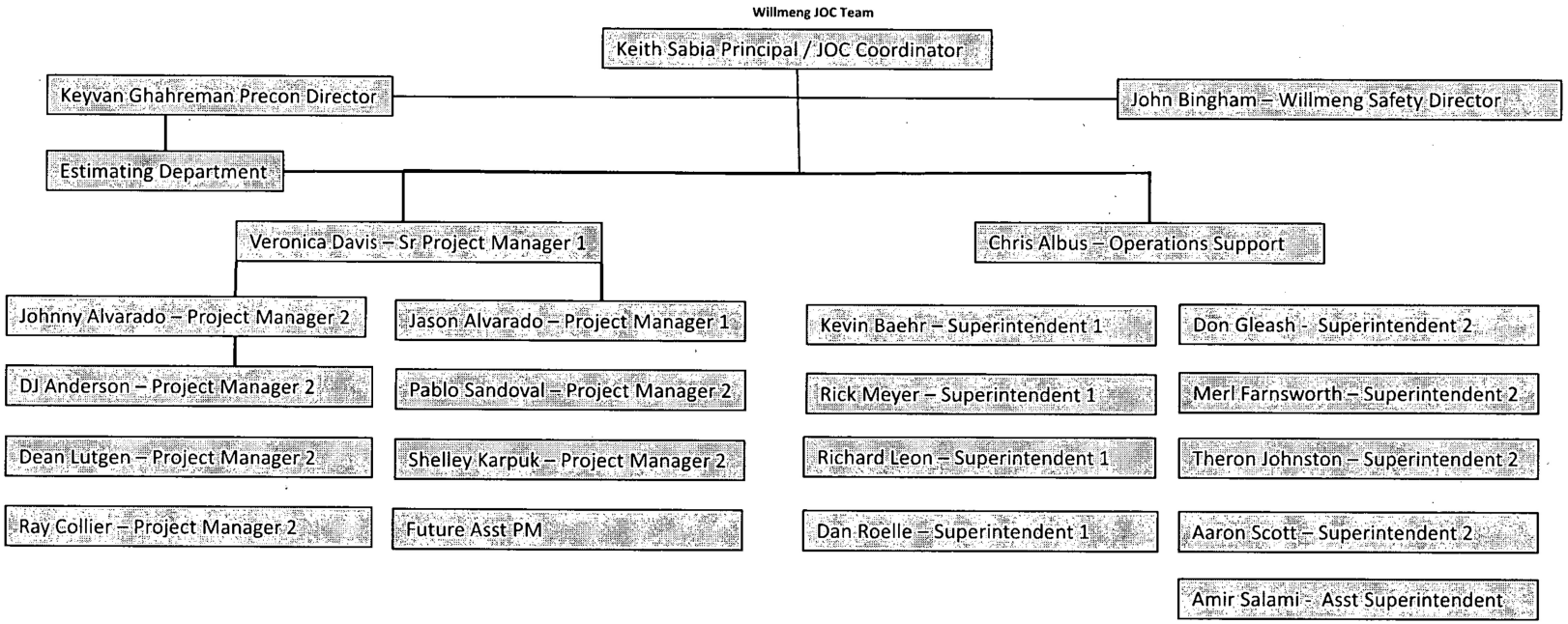


EXHIBIT B
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2024188

[Proposal and Fee Schedule]

See following pages.

# City of Buckeye Job Order Cost Proposal

CONTRACTOR NAME: Wilmeng Construction, Inc.

| | | | |
|---|---|---|---|
| Contract Type | JOC for General Building Construction | City Project/CIP No.: | |
| Peoria JOC No. | ACON21319 | Contractor's Job No.: | |
| City Project Mgr: | *James Zwerg* | Prepared by: | Kishan Vekaria |
| Fee Type: | *Lump Sum* | Date: | 5/16/2024 |
| Job Title: | CIP Project Manager | Revision: | 0 |
| Location: | 31550 W MCDOWELL RD BUCKEYE 85396 | Tax Method | Prime |

**Brief Description of Work to be Performed (attach detailed scope of work, clarifications, assumptions, etc.)**

**Grading and drainge work associated with building radio tower site, pad for shelter and generator, footings for radio tower, site fencing, paving, radio tower equipment per Phoenix RWC, DOESN'T Include Motorola equipment as it will be contracted by City separately. Permit Fees & APS Infrastructure Fees are Excluded. This proposal is based on plans by Entellus dated 01/22/2024**

## SECTION A: PROFESSIONAL SERVICES (work performed lump sum and/or hourly)

| Company | Description of Work to be Performed (Supporting quote & information attached) | Item Total |
|---|---|---|
| | | $ - |
| | | $ - |
| | | |
| | Total Professional Svcs Cost (A1) | $ - |

## SECTION B: LABOR (inclusive of burden)

| Position | Unit | Quantity | Labor Cost Each | Labor Cost Total | Position Total |
|---|---|---|---|---|---|
| Construction Principal | Hours | 80.0 | $ 126.00 | $ 10,080.00 | $ 10,080.00 |
| JOC Program Coordinator | Hours | 80.0 | $ 126.00 | $ 10,080.00 | $ 10,080.00 |
| * Project Manager 1 (Senior Experience Level) | Hours | 450.0 | $ 109.20 | $ 49,140.00 | $ 49,140.00 |
| * Superintendent 1 (Senior Experience Level) | Hours | 750.0 | $ 102.48 | $ 76,860.00 | $ 76,860.00 |
| Project Engineer | Hours | 160.0 | $ 75.98 | $ 12,156.80 | $ 12,156.80 |
| Safety Director | Hours | 120.0 | $ 104.16 | $ 12,499.20 | $ 12,499.20 |
| Project Coordinator | Hours | 160.0 | $ 65.52 | $ 10,483.20 | $ 10,483.20 |
| *Note - * indicates position is eligible for Construction Vehicle or Allowance* | | | | Total Labor Cost | $ 181,299.20 |

## SECTION C: EQUIPMENT (supporting information attached)

| Item | Unit | Quantity | Equipment Each | Equipment Total | Item Total |
|---|---|---|---|---|---|
| Construction Pickup w/ Fuel (Heavy Duty) (Super) | Week | 20.0 | $ 400.00 | $ 8,000.00 | $ 8,000.00 |
| Employee Tech Package (Digital Devices & Apps) * | Week | 20.0 | $ 80.00 | $ 1,600.00 | $ 1,600.00 |
| *Note - * indicates calculated on the total position/weeks* | | | | Total Equipment Cost | $ 9,600.00 |

## SECTION D: MATERIALS (including non-labor General Conditions / Requirements)

| Item | Unit | Quantity | Material Each | Material Total | Item Total |
|---|---|---|---|---|---|
| General Conditions | ls | 1.0 | $ 30,000.00 | $ 30,000.00 | $ 30,000.00 |
| Textura | ls | 1.0 | $ 2,500.00 | $ 2,500.00 | $ 2,500.00 |

| | | | | | |
|---|---|---|---|---|---|
| Procore | ls | 1.0 | $ 8,000.00 | $ 8,000.00 | $ 8,000.00 |
| Temp Toilets | ls | 1.0 | $ 4,000.00 | $ 4,000.00 | $ 4,000.00 |
| | | | Total Materials Cost | | $ 44,500.00 |

## SECTION E: SUBCONTRACTORS (including JOC Contractor self-performing as a subcontractor)

| Company | Description of Work to be Performed (Supporting quote & information attached) | Item Total |
|---|---|---|
| | Dust Control & SWPPP (Water use from well) | $ 20,000.00 |
| AZ West | Grading, Pad, Concrete, Generator, Tower, Shelter, Tower material, Fencing. | $ 1,247,091.78 |
| Motorola | | Not included |
| | Total Subcontractor Cost | $ 1,267,091.78 |

## SECTION F: ALLOWANCES & CONTINGENCIES

| Company | Description of Allowances & Contingencies | Item Total |
|---|---|---|
| Willmeng | Material Escalation/Inflation Allowance (Not carried at this time) | $ - |
| | Allowance B Description | $ - |
| | Permits | $ - |
| | Materials Testing | $ - |
| | Builder's Risk & Design Build Insurance Premium | $ 5,000.00 |
| | Professional Liability Insurance Premium (when applies) | $ - |
| | | |
| Willmeng | Contractor's Construction Contingency | $ 63,354.59 |
| | | $ - |
| City of Surprise | Owner's Construction Contingency | $ - |
| | | $ - |
| | Total Allowances & Contingencies Cost | $ 68,354.59 |

| | % (from Matrix) | ($) |
|---|---|---|
| Subtotal Professional Services (A1+A2) | | $ - |
| JOC Contractor's Fee (Professional Services) | 3.00% | $ - |
| Sales Tax | 0.000% | $ - |
| **Total Professional Services:** | | **$ -** |
| Subtotal Construction (B+C+D+E+F): | | $1,570,845.57 |
| General Liability Insurance | 0.65% | $ 10,210.50 |
| Bond | 0.92% | $ 14,451.78 |
| JOC Contractor's Fee (Construction) | 6.00% | $ 95,730.47 |
| Sales Tax | 6.045% | $ 102,235.36 |
| **Total Construction :** | | **$ 1,793,473.67** |
| **TOTAL JOB ORDER COST:** | | **$ 1,793,473.67** |

Submitted by:

Kishan Vekaria, Project Manager — Name, Title

5/16/2024 — Date

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.Q. ENG - CIP No. 106950 Police Equipment Storage Steel Structure - Change Order # 1 to Desert Services International, Inc. Contract No. 2024118 |
| **DATE PREPARED:** 07/31/24 | **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
The proposed Change Order # 1 will include the additional funds necessary for the construction of the Police Equipment Storage Steel Structure due to unforeseen project inhibitors in elevations in the existing parking lot. Specifically, the grade of the parking lot had to be re-established due to the removal of certain improvements. The proposed Change Order #1 includes the amendment of the original Scope of Work and Contract Price and does not affect the contract term end date for project completion.

**BENEFITS:**
Change Order #1 will allow Desert Services International, Inc. the additional funding required for the additional services necessary to deliver this project.

**FUTURE ACTION:**
Completion and delivery of the project.

**FINANCIAL IMPACT STATEMENT:**
The project is programmed in the CIP program in FY25. The total cost of this Change Order is $45,738.72.

- The original contract price was in the amount of $235,327.00
- This Change Order #1 proposal is in the amount of $45,738.72.
- The shortfall will be covered through project savings from the Miller Road Expansion Project and the budget transfer will be no more than $50,000.
- The amended contract price is and shall be in the amount of $281,065.72.

**CURRENT FISCAL YEAR TOTAL COST:**
- The total cost of Change Order #1 is in the amount of $45,738.72.
- The shortfall will be covered through project savings from the Miller Road Expansion Project and the budget transfer will be no more than $50,000.

**BUDGETED:**
Yes

---

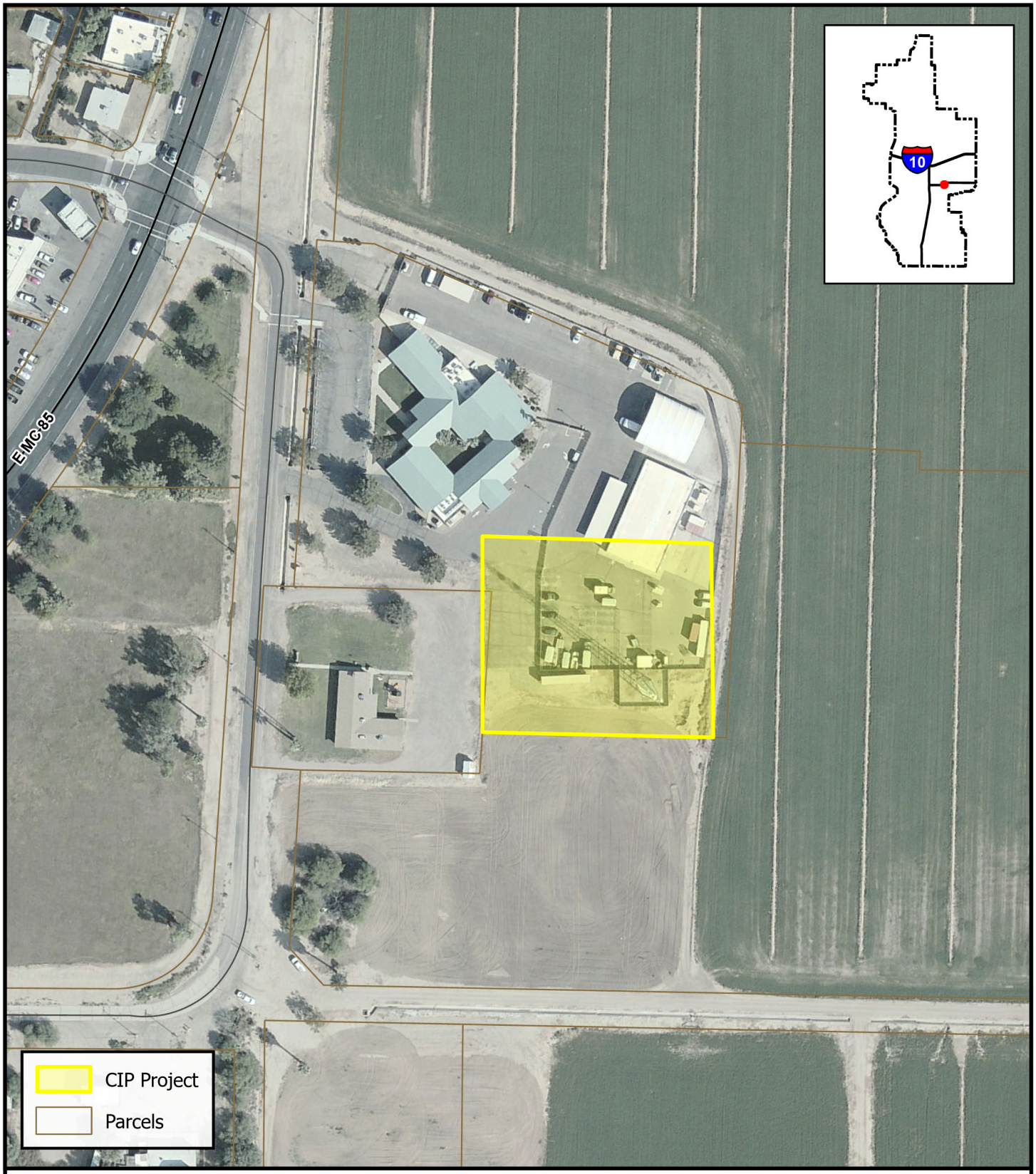
**FISCAL YEAR:**
FY 25

---

**FUND/DEPARTMENT:**
50212121-543208

---

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
CIP106950_8x10.pdf
CO 1 to Contract No. 2024118 with Desert Services.pdf




# CIP 106950 Police Equipment Storage Steel Structure

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.

0 75 150 300 Feet

N

Date: 7/2

**CONTRUCTION CONTRACT**
**BETWEEN**
**THE CITY OF BUCKEYE**
**AND**
**DESERT SERVICES INTERNATIONAL, INC.**
**Contract No. 2024118**

# 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 Desert Services International, Inc., an Arizona corporation (the "Contractor"). This Change Order modifies certain sections of Contract No. 2024118 (the "Contract"), with those sections not expressly modified remaining in full effect pursuant to their terms.

## CONTRACT CHANGES:

1. **Section 1 The Work** – Scope of Work, is amended to incorporate the additional services set forth in **Exhibit 1**.

2. **Section 3 Contract Price** – Contract Price, is amended by increasing the not-to-exceed amount from $235,327.00 to $281,065.72.

3. **Section 5** - Clickwrap Terms Excluded. In the event the Contract'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 this Contract.

## RECITAL OF CONTRACT TERM (END-DATE) AND CONTRACT PRICE:

The original Contract term end-date was August 17, 2024.

The amended Contract term end-date at the time of this Change Order was August 17, 2024.

The amended Contract term end-date after this Change Order is and shall be August 17, 2024.

The original Contract Price was not-to-exceed (NTE) $235,327.00.
The amended Contract Price at the time of this Change Order was NTE $235,327.00.
The amended Contract Price after this Change Order is and shall be NTE $281,065.72.

**ADDITIONAL PROVISIONS:**

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 Contract, and any other contract documents, the documents shall govern in that order.

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, Contractor 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.

[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

CONTRACTOR:

DESERT SERVICES INTERNATIONAL, LLC, an Arizona corporation

Jeramy John

Jeramy T John, Division Manager

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney



Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAIHzEyWavIfi16tkG2S6YhYV4Jjt

# Exhibit 1

Desert Services International, Inc.
18115 W. Van Buren St.
Goodyear, AZ 85338

## Actual Cost Work (Per MAG 109.5)

PROJECT: **2024118 Police Department Steel Shade Structure** DATE: **6/24/24**
OWNER: **City Of Buckeye** PROJECT NO: **2024118**
DESCRIPTION OF WORK PERFORMED: **Change in foundation design**

| LABOR: | | | | | |
|---|---|---|---|---|---|
| **CODE:** | **DESCRIPTION** | **STANDBY** | **HOURS** | **RATE** | **TOTAL** |
| | Labor - Concrete Forming - 3 man crew 1 day | | 24 | $ 36.50 | $ 876.00 |
| | Labor - Rebar Setting 3 man crew 1 day | | 24 | $ 36.50 | $ 876.00 |
| | | | **LABOR SUBTOTAL** | | **$ 1,752.00** |
| **MATERIAL:** | | | | | |
| CODE: | DESCRIPTION | QUANTITY | UNIT | PRICE | TOTAL |
| | Deduct Original Concrete Column Footings | -6.7 | Yards | $ 180.00 | $ (1,206.00) |
| | Deduct Original Concrete Grade Beams (Periimeter Footings) | -28.7 | Yards | $ 180.00 | $ (5,166.00) |
| | 4 - New Concrete Caissons 36" x 10' | 10.5 | Yards | $ 180.00 | $ 1,890.00 |
| | 6 - New Concrete Caissons 30" x 8' | 8.7 | Yards | $ 180.00 | $ 1,566.00 |
| | Original Concrete Grade Beams (Periimeter Footings) | 28.7 | Yards | $ 180.00 | $ 5,166.00 |
| | Concrete Grade Beams Increase for Elevation | 6.6 | Yards | $ 180.00 | $ 1,188.00 |
| | Deduct Rebar for original design | -1 | Lot | $ 1,865.00 | $ (1,865.00) |
| | Rebar Increase for caisson design | 1 | Lot | $ 2,747.80 | $ 2,747.80 |
| | 36" x 12' Sono Tube | 1 | Each | $ 490.00 | $ 490.00 |
| | 30" x 12' Sono Tube | 1 | Each | $ 418.00 | $ 418.00 |
| | Additional Forming Lumber | 1 | Lot | $ 765.00 | $ 765.00 |
| | | | **MATERIAL SUBTOTAL** | | **$ 5,993.80** |
| **SUBCONTRACTOR:** | | | | | |
| Name | Invoice # | QUANTITY | UNIT | PRICE | TOTAL |
| Hark Drilling | 4 - 36" x 10' drilled piers, 6 - 30" x 8' drilled piers | **1** | **LS** | **$ 8,200.00** | **$ 8,200.00** |
| | | | **LS** | | **$ -** |
| | | | **SUBS SUBTOTAL** | | $ 8,200.00 |

| SUMMARY | | |
|---|---|---|
| LABOR SUBTOTAL | $1,752.00 | |
| 50.00% LABOR BURDEN (ADOT 109) | $876.00 | |
| 15.00% MARK UP ON LABOR (<$50,000) | $394.20 | |
| 12.00% MARK UP ON LABOR ($50,000 to $100,000) | | |
| 10.00% MARK UP ON LABOR (> $100,000) | | |
| TOTAL LABOR | | $3,022.20 |
| MATERIAL SUBTOTAL | $5,993.80 | |
| 15.00% MARK UP ON MATERIAL | $899.07 | |
| TOTAL MATERIALS | | $6,892.87 |
| SUBCONTRACTOR SUBTOTAL | $8,200.00 | |
| 10.00% MARK UP ON SUBCONTRACTOR - 10% or $300 (<$10,000) | $820.00 | |
| 5.00% MARK UP ON SUBCONTRACTOR - (>$10,000) | $0.00 | |
| TOTAL SUBCONTRACTOR | | $9,020.00 |
| SUBTOTAL | | $18,935.07 |
| TOTAL COST | | **$18,935.07** |
| UNIT COST | | **$18,935.07** |

CO Adjustments

| Increase/Decrease | Item # | Description | Qty | Unit | Unit Bid Price | |
|---|---|---|---|---|---|---|
| **Increase** | | **Contingency** | **1** | **Lump Sum** | **$ 25,000.00** | **$ 25,000.00** |
| | | | | Existing Bid Item Total | | **$ 25,000.00** |
| | | | | C.O. NON-TAXABLE SUBTOTAL | | $ 37,042.20 |
| | | | | C.O. TAXABLE SUBTOTAL | | $ 6,892.87 |
| | | | | | Sales Tax | $ 1,144.62 |
| | | | | | BOND | $ 659.03 |
| | | | | | **TOTAL** | **$ 45,738.72** |

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.R. ENG - CIP No. 100650 Apache & Southern Intersection Traffic Signal – Haydon Cooperative Contract Purchase Addendum (CCPA) |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** 1 |
| **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
This intersection is currently governed by a 4-way stop control. A warrant study conducted in the past indicated that it met the criteria for a traffic signal. Notably, traffic volume significantly increases during peak school hours, resulting in congestion. To enhance safety and improve traffic flow, plans are in place to construct a controlled intersection with a traffic signal and implement necessary intersection improvements at Apache Road and Southern Avenue. The City of Buckeye is responsible for constructing the southwest intersection corner with private development responsible for the remaining three corners.

**BENEFITS:**
The construction of a controlled intersection with a traffic signal and intersection improvements offers several safety benefits. It reduces collision risks by managing vehicle and pedestrian movements, while dedicated crossing times enhance pedestrian safety, especially for students during peak school hours. Improved traffic flow minimizes congestion and the likelihood of accidents, and better signage and lighting increase visibility for all road users. By establishing clear right-of-way rules, a traffic signal reduces confusion and potential conflicts. Additionally, these improvements facilitate quicker access for emergency vehicles, further enhancing overall safety at the intersection.

**FUTURE ACTION:**
Completion and delivery of the proper intersection and traffic signal infrastructure needed for Apache Road and Southern Avenue.

**FINANCIAL IMPACT STATEMENT:**
The project is programmed in the CIP program in FY25. The total cost of this CCPA contract is in the amount of $1,901,472.89.

**CURRENT FISCAL YEAR TOTAL COST:**
The total cost of this CCPA contract is in the amount of $1,901,472.89.

**BUDGETED:**

Yes

---

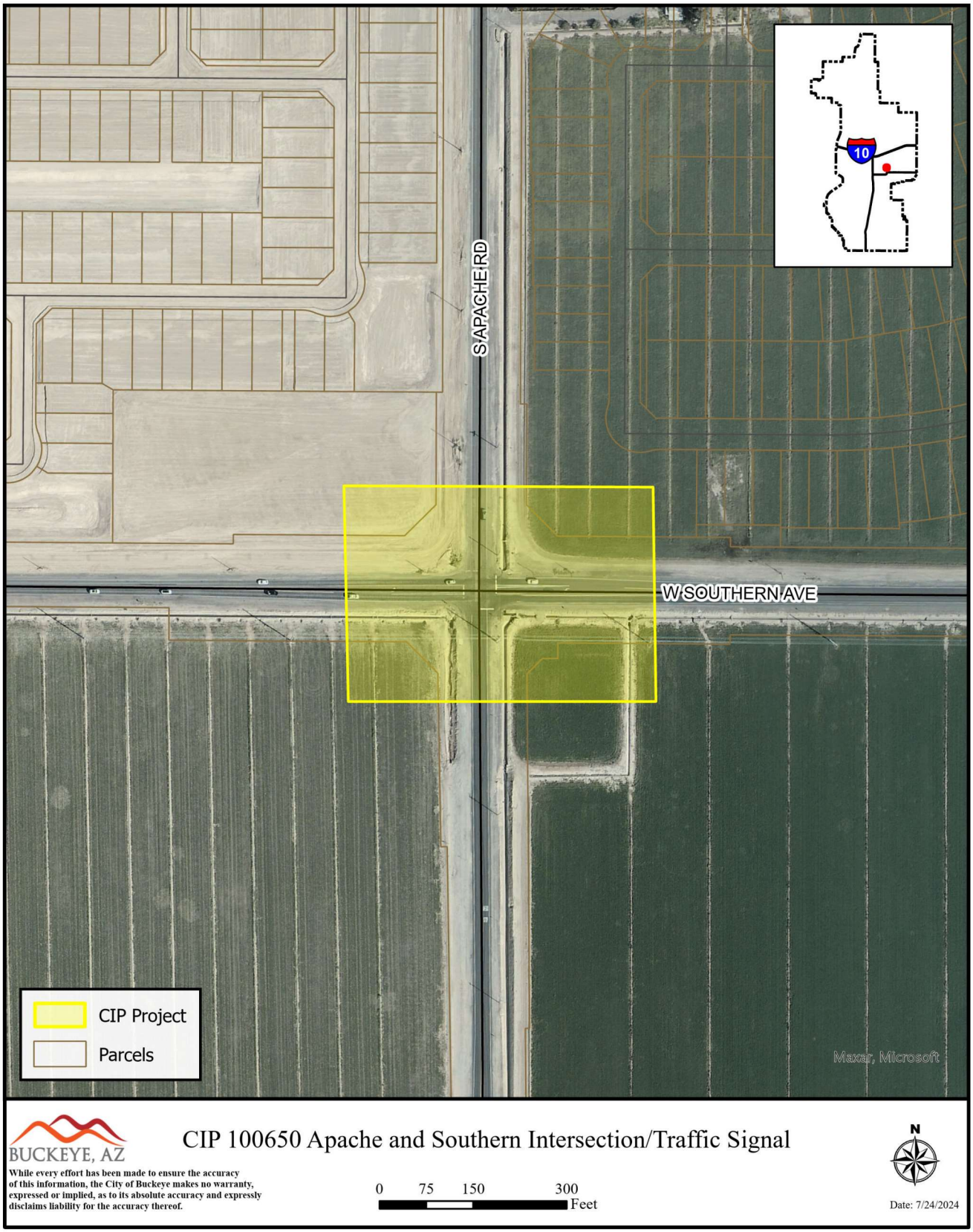
**FISCAL YEAR:**
FY 25

---

**FUND/DEPARTMENT:**
50213170-543072

---

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
CIP 100650.pdf
Haydon Building Corp. #2025067.pdf




BUCKEYE, AZ

# CIP 100650 Apache and Southern Intersection/Traffic Signal

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: 7/24/2024

**COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)**
**BETWEEN THE CITY OF BUCKEYE**
**AND**
**HAYDON BUILDING CORP.**

**GENERAL UTILITY PROJECTS JOB ORDER CONTRACT**
**CONTRACT NO. 2025067**

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Haydon Building Corp., an Arizona corporation (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of Exhibit A, the City of Gilbert and Contractor entered into Contract No. 321000249, dated March 30, 2021 (such contract and subsequent amendments thereto herein referred to as the "Gilbert 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 "Proposal"); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the Gilbert 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 Gilbert Contract, except to the extent superseded herein. All references in the Gilbert Contract to the City of Gilbert shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth above for approval and remain in effect for the remainder of the Gilbert Contract's term unless such term is modified or extended pursuant to the terms of the Gilbert 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 **One Million Nine Hundred and One Thousand Four Hundred Seventy-Two Dollars and Eighty-Nine Cents ($1,901,472.89)**.

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 Gilbert Contract, and Exhibit B, the documents shall govern in that order.

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 the terms of this Cooperative Contract Purchase Addendum (CCPA).

[SIGNATURE PAGE TO FOLLOW]

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

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

**CONTRACTOR**

HAYDON BUILDING CORP.,
an Arizona corporation

Mark D Eklund

Mark Eklund, Vice President

**EXHIBIT A**
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025067

[Gilbert Contract]

See following pages.

RENEWAL OF GILBERT
CONTRACT #321000249

WHEREAS, the Town of Gilbert, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as "Gilbert" and Haydon Building Corp., hereinafter designated as "Contractor" entered into a Contract for General Utility Projects dated March 30, 2021; and

WHEREAS, Gilbert and Contractor have mutually agreed to renew the Contract for a term and price specified below;

NOW, THEREFORE, the parties agree as follows:

1. Contingent on funds being appropriated or budgeted for the renewal term, the Contract for General Utility Projects entered into by Gilbert and Contractor on March 30, 2021, is renewed for a period of one (1) year commencing March 31, 2024 and continuing through March 30, 2025 ("the Renewal Term").

2. The Contract prices for the Renewal Term shall be the pricing as set forth in the attached Appendix B – JOC Pricing Matrix.

3. The key personnel and authorized signature list shall be as included within the attached Appendix D – Key Personnel Contact List & Authorized Signature Form.

4. As part of this renewal, Contractor shall provide Gilbert with current insurance certificates, as required in the Contract Documents

5. All other provisions of the Contract shall remain in full force and effect.

AGREED TO and ENTERED THIS 3 day of April, 2024.

TOWN OF GILBERT

Jim Campion
Jim Campion (Apr 3, 2024 09:03 PDT)

Jim Campion, Purchasing Manager

ATTEST:

N/A
Chaveli Herrera
Town Clerk

Service or On-Going Supplies Contract Renewal
Form No. 1.3.11
Revised: March 25, 2019 (JFB)

CONTRACTOR

Mark Eklund

Digitally signed by Mark Eklund
DN: cn=Mark Eklund, o=Haydon Building Corp, ou=VP, email=meklund@haydonbc.com, c=US
Date: 2024.03.22 07:29:05 -07'00'

By: Mark Eklund, VP

APPROVED AS TO FORM:

N/A
Christopher W. Payne
Town Attorney

## APPENDIX B

JOC PRICING MATRIX

# Job Order Cost Proposal

CONTRACTOR NAME: **Haydon Building Corp.**

| | | | |
|---|---|---|---|
| Contract Type: | General Utility Projects JOC | Town Project No.: | |
| Job Order No.: | | Contractors Job No.: | |
| Town Project Mgr.: | | Prepared By: | |
| Fee Type: | **GMP** | Date: | |
| Location: | | Revision: | |
| Town Project Title: | | | |

**Description of Work to be Performed** (supporting information attached)**:** See attached Bid Scope and Bid Assumptions for additional information and clarifications.

**SECTION A: LABOR (inclusive of burden)**

| Position | Unit | Quantity | | Labor Cost | Total |
|---|---|---|---|---|---|
| (List all relevant labor that may be utilized on a Job Order) | Hours | - | | | $ - |
| PROJECT DIRECTOR | Hours | - | | $ 155.00 | $ - |
| GENERAL SUPERINTENDENT | Hours | - | | $ 150.00 | $ - |
| PROJECT MANAGER | Hours | - | | $ 126.00 | $ - |
| SUPERINTENDENT | Hours | - | | $ 115.00 | $ - |
| PROJECT ENGINEER | Hours | - | | $ 90.00 | $ - |
| PIPE FOREMAN | Hours | - | | $ 90.00 | $ - |
| UNDERGROUND SUPERINTENDENT | Hours | - | | $ 108.00 | $ - |
| CARPENTER | Hours | - | | $ 54.00 | $ - |
| FORM SETTER | Hours | - | | $ 49.00 | $ - |
| CONCRETE LABOR | Hours | - | | $ 45.00 | $ - |
| FINISHER | Hours | - | | $ 55.00 | $ - |
| PIPE LAYER | Hours | - | | $ 57.00 | $ - |
| PIPE BACKUP MAN | Hours | - | | $ 55.00 | $ - |
| GENERAL LABOR | Hours | - | | $ 45.00 | $ - |
| EXCAVATOR OPERATOR | Hours | - | | $ 61.00 | $ - |
| BLADE OPERATOR | Hours | - | | $ 61.00 | $ - |
| BACKHOE OPERATOR | Hours | - | | $ 61.00 | $ - |
| COMPACTOR OPERATOR | Hours | - | | $ 50.00 | $ - |
| GRADE CHECKER | Hours | - | | $ 50.00 | $ - |
| GPS OPERATOR | Hours | - | | $ 54.00 | $ - |
| GRADE TRACTOR OPERATOR | Hours | - | | $ 52.00 | $ - |
| LOADER OPERATOR | Hours | - | | $ 52.00 | $ - |
| PAVER/ROLLER OPERATOR | Hours | - | | $ 52.00 | $ - |
| PNEUMATIC ROLLER OPERATOR | Hours | - | | $ 50.00 | $ - |
| UNIVERSAL OPERATOR | Hours | - | | $ 55.00 | $ - |
| TEAMSTER-2000GL WTR TRK OPERATOR | Hours | - | | $ 50.00 | $ - |
| TEAMSTER-3800GL WTR TRK OPERATOR | Hours | - | | $ 50.00 | $ - |
| MECHANIC | Hours | - | | $ 54.00 | $ - |
| SERVICEMAN | Hours | - | | $ 50.00 | $ - |
| WELDER | Hours | - | | $ 55.00 | $ - |
| *Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.* | | | | | $ - |

**SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)**

| Equipment Cost |
|---|

| Item | Unit | Quantity | | Unit Price | Total |
|---|---|---|---|---|---|
| (List all relevant equipment that may be utilized on a Job Order) | Hours | - | | | $ - |
| CAT 308 W/ RUBBER TRACK | Hours | - | | $ 113.72 | $ - |
| CAT 320 | Hours | - | | $ 136.97 | $ - |
| CAT 330 | Hours | - | | $ 183.89 | $ - |
| CAT 336 | Hours | - | | $ 206.09 | $ - |
| CAT 345 | Hours | - | | $ 231.01 | $ - |
| CAT 349 | Hours | - | | $ 275.91 | $ - |
| 310 JD BACKHOE | Hours | - | | $ 100.48 | $ - |
| 710 JD BACKHOE | Hours | - | | $ 156.80 | $ - |
| CAT 926 LOADER | Hours | - | | $ 100.53 | $ - |
| CAT 950 LOADER | Hours | - | | $ 106.84 | $ - |
| CAT CP323 COMPACTOR 50" DRUM | Hours | - | | $ 139.11 | $ - |
| CAT 262 SKID STEER LOADER | Hours | - | | $ 79.78 | $ - |
| GRADING TRACTOR W/GANNON | Hours | - | | $ 80.81 | $ - |
| WATER TRUCK-2000 GAL | Hours | - | | $ 38.98 | $ - |
| WATER TRUCK-3800 GAL | Hours | - | | $ 70.87 | $ - |
| AIR COMPRESSOR | Hours | - | | $ 37.76 | $ - |
| FLATBED TRUCK | Hours | - | | $ 41.54 | $ - |
| PICK UP | Hours | | | $ 20.00 | |
| CREW TRUCK- includes tool set | Hours | - | | $ 48.95 | $ - |
| | | | | . | $ - |

## SECTION C: MATERIALS

| Item | Unit | Quantity | Material Cost | |
|---|---|---|---|---|
| | | | Unit Price | Total |
| TBD | | - | $ - | $ - |
| TBD | | - | $ - | $ - |
| TBD | | - | $ - | $ - |
| TBD | | - | $ - | $ - |
| TBD | | - | $ - | $ - |
| | | - | $ - | $ - |
| | | | Subtotal Material Cost (C) | $ - |

## SECTION D: SUBS & CONSULTANTS

| Company | Description of Work to be Performed (Supporting quote & information attached) | Total Cost |
|---|---|---|
| TBD | Subcontractors | $ - |
| TBD | Consultants | $ - |
| TBD | | $ - |
| TBD | | $ - |
| TBD | | $ - |
| | Subtotal Subcontractors & Consultants (D) | $ - |

## SECTION E: RENTAL EQUIPMENT

| Company | Description of Rental Equipment (Supporting quote & information attached) | Total Cost |
|---|---|---|
| TBD | | $ - |
| TBD | | $ - |
| TBD | | $ - |
| | Subtotal Rental Equipment (E) | $ - |

## SECTION F: GENERAL CONDITIONS OF THE WORK

| Item | Unit | Quantity | General Conditions Cost | |
|---|---|---|---|---|
| | | | Unit Price | Total |
| Mobilization / Demobilization | | - | $ - | $ - |
| Permits & Environmental Controls | | - | $ - | $ - |
| Temporary Facilities & Controls | | - | $ - | $ - |
| Engineering / Testing | | - | $ - | $ - |
| Site Support | | - | $ - | $ - |
| Miscellaneous / Other | | - | $ - | $ - |
| | | | Subtotal General Conditions (F) | $ - |

OVERHEAD: % (% to be taken from matrix)

PROFIT: % (% to be taken from matrix)

| | | |
|---|---|---|
| Subtotal General Contractor Costs (A+C+E+F): | $ | - |
| O&P (0.00% of A+C+E+F): | | $0.00 |
| Subtotal General Contractor Costs (B): | $ | - |
| Total General Contractor Costs including O&P: | $ | - |
| Subtotal Subcontractor Costs (D) | | $0.00 |
| Subcontractor Profit (5% of D) | | $0.00 |
| Total Subcontractor Costs including O&P: | | $0.00 |
| TOTAL GC and Subcontractor Costs including O&P: | | $0.00 |
| Insurance Costs @ 0.0% | | $0.00 |
| Bond Costs @ 0.0% | | $0.00 |
| Sales Tax (65% of 7.8%) | | $0.00 |
| **Subtotal Job Cost:** | | **$0.00** |
| Project Contingencies | | $0.00 |
| Project Allowances | | $0.00 |

*Owner must provide prior approval (in writing) before the use of any Allowance or Contingency Funds*

**TOTAL JOB COST:** **$0.00**

Submitted by:

Date

**Town of Gilbert**
**JOC Pricing Matrix**

**JOC for General Utility Projects**

**Contractor:** **HAYDON BUILDING CORP**

| Indirect Cost of the Work | $1.00 to $100,000 | $100,001 to $250,000 | $250,001 to $500,000 | $500,001 to $1,000,000 | Over $1,000,001 |
|---|---|---|---|---|---|
| Overhead | 6.49% | 6.49% | 6.49% | 6.49% | 6.49% |
| Profit | 13.00% | 12.00% | 10.00% | 8.00% | 7.00% |
| Subcontractor Profit | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% |
| Payment & Performance Bonds | 1.50% | 1.15% | 1.05% | 1.00% | 1.00% |
| Insurance | 1.10% | 1.05% | 1.00% | 1.00% | 1.00% |
| Tax (65% of .078) | 5.070% | 5.070% | 5.070% | 5.070% | 5.070% |
| | | | | | |
| **Total Indirect Cost %** | **32.16000%** | **30.76000%** | **28.61000%** | **26.56000%** | **25.56000%** |
| | | | | | |

## APPENDIX D

KEY PERSONNEL CONTACT LIST & AUTHORIZED SIGNATURE FORM

**Project Team**

| | | | |
|---|---|---|---|
| Dean Marten | Director | dmarten@haydonbc.com | 602-374-0287 |
| Elvis Estrada | Project Manager | eestrada@haydonbc.com | 480-932-7659 |
| Mike Metsch | Project Manager | mmetsch@haydonbc.com | 602-885-2083 |
| Chance Raser,PE | VP Estimating | craser@haydonbc.com | 602-689-1339 |
| Jesus Favela | Pipe Superintendent | jfavela@haydonbc.com | 480-540-9163 |
| Thomas Kaldenberg | Project Superintendent | tkaldenberg@haydonbc.com | 480-416-9963 |
| Fernando Juarez | Safety Manager | fjuarez@haydonbc.com | 480-416-2928 |
| Joe Malone | SR VP Civil Division (24 Hour Contact) | jmalone@haydonbc.com | 602-686-0232 |

# AUTHORIZED SIGNATURE FORM

WHEREAS, Haydon Building Corp, an Arizona (NAME OF STATE) corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Haydon Building Corp (CORPORATE NAME)

that (name of parties authorized) Gary Haydon, Mark Eklund, Fritz Behrhorst, Lee Keeble, Matt Carpenter, Joe Malone, be authorized to execute and sign documents on behalf of said corporate the following documents:

1. The Proposal
2. The Contract
3. The Bond
4. Payrolls
5. Claims
6. Supplemental Agreements
7. Extension of Time
8. Request for Force Account Work
9. All other papers necessary for the conduct of the corporation's affairs and the execution of the contract.
10. Subcontracts

The powers and duties herein granted shall be and is hereby granted for the duration of the contract for the construction of General Utility Projects JOC Contract No. 321000249 Project No. TBD, or until express notice of revocation has been duly given in writing, whichever is the lesser period.

Dated and passed by the Board of Directors this 2nd day of March, 2022

| (SIGNATURE OF PERSONS AUTHORIZED TO SIGN) | (TITLE) | (DOCUMENT NO.) |
|---|---|---|
| | Gary Haydon, President | 1-10 |
| Mark Eklund | Mark Eklund, VP | 1-10 |
| | Fritz Behrhorst, VP | 1-10 |
| | Lee Keeble, VP | 1-10 |
| | Matt Carpenter, COO | 1-10 |
| | Joe Malone, SR VP Civil Division | 5-9 |

## CERTIFICATE

STATE OF Arizona )
) ss.
COUNTY OF Maricopa )

I, Gary Haydon of the Haydon Building Corp, a corporation do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, by unanimous written consent on March 2, 2022 (DATE) and that the same is in full force and effect at this time.

Dated February 8, 2023

(OFFICER OF THE CORPORATION)
Gary Haydon, President

(Seal of Corporation)

HAYDON BUILDING CORP CORPORATE 1995 Arizona

DEBBIE A. O'CONNER
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 621822
Expires March 1, 2026

STATE OF Arizona ) s.s.
COUNTY OF Maricopa )

This instrument was acknowledged before me this 8th day of February, 2023 by Gary Haydon appearing before the undersigned Notary Public, and state that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

(NOTARY PUBLIC)

My Commission Expires: March 1, 2026

# AUTHORIZED SIGNATURE FORM

WHEREAS, Haydon Building Corp, an Arizona (NAME OF STATE) corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Haydon Building Corp (CORPORATE NAME) that (name of parties authorized) Dean Marten Chance Raser, Elvis Estrada, Mike Metsch, be authorized to execute and sign documents on behalf of said corporate the following documents:

1. The Proposal
2. The Contract
3. The Bond
4. Payrolls
5. Claims
6. Supplemental Agreements
7. Extension of Time
8. Request for Force Account Work
9. All other papers necessary for the conduct of the corporation's affairs and the execution of the contract.
10. Subcontracts

The powers and duties herein granted shall be and is hereby granted for the duration of the contract for the construction of General Utility Projects JOC Contract No. 321000249 Project No. TBD, or until express notice of revocation has been duly given in writing, whichever is the lesser period.

Dated and passed by the Board of Directors this 2nd day of March, 2022

| (SIGNATURE OF PERSONS AUTHORIZED TO SIGN) | (TITLE) | (DOCUMENT NO.) |
|---|---|---|
| Chairman | Dean Marten, Director | 5-9 |
| Elvis Estrada | Chance Raser, VP Estimating | 5-9 |
| Michael Metsch | Elvis Estrada, Project Manager | 5-8 |
| | Mike Metsch, Project Manager | 5-8 |

## CERTIFICATE

STATE OF Arizona )
) ss.
COUNTY OF Maricopa )

I, Gary Haydon of the Haydon Building Corp, a corporation do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, by unanimous written consent on March 2, 2023 (DATE) and that the same is in full force and effect at this time.

Dated February 20, 2024

Gary T Haydon
Digitally signed by Gary T Haydon
DN: cn=Gary T Haydon, o=Haydon Companies LLC, ou=Manager, email=ghaydon@haydonb.com, c=US
Date: 2024.02.20 09:01:48 -07'00'
(OFFICER OF THE CORPORATION)
Gary Haydon, President

(Seal of Corporation)

STATE OF Arizona ) s.s.

COUNTY OF Maricopa )

This instrument was acknowledged before me this 20th day of February, 2024 by Gary Haydon appearing before the undersigned Notary Public, and state that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

(NOTARY PUBLIC)

My Commission Expires: March 1, 2026

DEBBIE A. O'CONNER
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 621622
Expires March 1, 2026

Town of Gilbert
50 E Civic Center Drive
Gilbert AZ 85296

RE: **Emergency Contact List**

Project: and Contract No.: **General Utility Project JOC 321000249**

The following Haydon employee will be on the emergency contact list for the above referenced project:

| **24 HOUR EMERGENCY CONTACT** | |
|---|---|
| Sr. Vice President | Joe Malone |
| Email address | jmalone@haydonbc.com |
| Mobile Number | 602-686-0232 |

Sincerely,
**HAYDON BUILDING CORP**

Joseph Malone
Sr. Vice President - Civil Division

# JOB-ORDER-CONTRACT

**Project:** General Utility Projects Job Order Contract
**Contract No.:** 321000249
**Date:** March 30, 2021

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Appendix B: JOC Pricing Matrix
Appendix C: Job Order Form
Appendix D: Key Personnel Contact List & Authorized Signature Form

JOB ORDER CONTRACTING
CONTRACT

THIS CONTRACT, entered into and made effective the 30th day of March, 2021 by and between the Town of Gilbert, Arizona, a municipal corporation of the State of Arizona ("Gilbert") and Haydon Building Corp., an Arizona corporation. ("Job Order Contractor").

IN CONSIDERATION of the mutual promises and covenants hereinafter contained in this Contract by these presents do agree, as follows:

## 1.0 DEFINITIONS

1.1 "Contract" means the following items and documents: (i) Job Orders; (ii) Change Orders; (iii) Contract Amendments; (iv) this Job-Order-Contract, including all exhibits and attachments; (v) JOC Contractor Statement of Qualifications.

1.2 "Duration of the Work" means the number of Days from a Job Order notice to proceed to Substantial Completion.

1.3 "Engineer" means the architectural or engineering firm designated by Gilbert to prepare plans and specifications for the Work and perform other design or submittal services as required by Gilbert. If an architectural or engineering firm is not designated, the Engineer's duties will be performed by Gilbert's Authorized Representative.

1.4 "Final Completion" means the completion of a Job Order in accordance with this Contract.

1.5 "Gilbert" means the Town of Gilbert.

1.6 "Gilbert's Authorized Representative" means the firm or person or their properly authorized assistants designated by Gilbert to oversee the Work.

1.7 "Job Order" means a specific written agreement between the Gilbert and the Job Order Contractor for Work to be performed under this Contract, including a scope of Work, Job Order Price and Duration of the Work.

1.8 "Job-Order Contractor" or "JOC Contactor" means the firm set forth in the introductory paragraph selected by the Town to provide or procure construction and design services as detailed in this Job Order Contract.

1.9 "Job Order Price" means the sum of the maximum cost of the Work for a Job Order, the JOC Contractor's construction fee, general conditions fee, taxes, bonds, insurance costs,. The approved Job Order Price will be made part of this JOC by executing a Job Order.

1.10 "Job Order Contractor's Representative" means Job Order Contractor's duly authorized representative specifically authorized to act for Job Order Contractor by executing the Contract and any

modifications thereto. Job Order Contractor's duties include administration of the Contract on behalf of Job Order Contractor and performance of the Work.

1.11 "Site" means the land or premises on which Work on a Job Order is located as set forth in a Job Order.

1.12 "Subcontract" as used herein means any Contract including purchase orders (other than one involving an employer-employee relationship) entered into by Job Order Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.13 "Substantial Completion" means when a Job Order, or an agreed upon portion of a Job Order, is sufficiently complete so Gilbert can occupy and use the Site or a portion thereof for its intended purposes. This may include, but is not limited to: (i) approval by Gilbert Fire and Rescue Services Department; (ii) elevator permit; (iii) all systems in place, functional, and displayed to Gilbert or its representative; (iv) all materials and equipment installed; (v) all systems reviewed and accepted by all consulting engineers; (vi) draft operations and maintenance manuals and record documents reviewed and accepted by Gilbert; (vii) Gilbert operation and maintenance training complete; (viii) HVAC test and balance completed (Provide minimum 30 days prior to projected substantial completion); (ix) landscaping and site work; and (x) final cleaning.

1.14 "Work" means any or all of the services, equipment and/or materials that are required in any Job Order and all labor, services, incidental expenses and material necessary or incidental thereto.

## 2.0 WORK TO BE PERFORMED

2.1 In response to Job Orders that may be mutually agreed upon and issued by Gilbert, Job Order Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design and construction for the Work described in each Job Order. The Work shall be performed in accordance with the requirements of this Contract, the Job Order and the following:

Appendix A General Description of the Work
Appendix B JOC Pricing Matrix
Appendix C Job Order Form

2.2 Job Order Contractor shall submit, for Gilbert approval via the Gilbert Project Management Platform, e-Builder, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan shall address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Gilbert's inspectors.

2.3 Job Order Contractor's duties include the preparation of shop drawings or sketches necessary to permit orderly construction of Gilbert's design plans. Job Order Contractor agrees to provide detailed design drawings and plans when requested by Gilbert.

2.4 This is an indefinite quantity type Contract for the performance of a broad range of services as described in Appendix A on an as-needed basis as may be required by Gilbert. Appendix B contains hourly rates, markup percentages that will be used in preparation of cost proposals of each Job Order.

2.5 This Contract is the entire agreement of Gilbert and Job Order Contractor. The terms and conditions which will govern any Work shall be set forth in a Job Order issued by Gilbert and agreed to by Job Order Contractor. Nothing herein shall be construed as requiring Gilbert to issue any Job Order, nor requiring Job Order Contractor to accept same, it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

2.6 Gilbert reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so shall not breach or otherwise violate the Contract.

2.7 Upon written approval of the Job Order Contractor and Gilbert, this Contract may be tendered for use by other municipalities and government agencies.

2.8 Job Order Contractor agrees and acknowledges that it shall at all times during the term of this Contract maintain at its sole cost and expense one or more licenses to use the Gilbert Project Management Platform, e-Builder. Gilbert reserves the right during the term of this Contract to require that Job Order Contractor make any or all submittals or deliveries required of Job Order Contractor under this Contract via e-Builder.

## 3.0 JOB ORDERS

3.1 Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Gilbert. Job Orders shall be in accordance with the requirements specified in Appendix A, Scope of Work, and will set forth, with the necessary particularity, the following:

a. Project number
b. Contractor's name
c. Project Name
d. Contract Number
e. Job Order number
f. The specific Work and applicable technical specifications and/or drawings;
g. Location of Work
h. Total price for Job Order
i. Completion Date
j. Submittal requirements;
k. Gilbert's Authorized Representative who will accept the completed Work;
l. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order
m. Such other information as may be necessary to perform the Work.

3.2 Job Orders shall be issued as follows:

a. When Gilbert determines Work is needed, Gilbert shall notify Job Order Contractor of an existing requirement.

b. Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed, by visiting the proposed site in the company of Gilbert, or establishing contact with Gilbert to further define the scope of the requirement.

c. After mutual agreement on the scope of the individual Job Order, Job Order Contractor shall then prepare a proposal based on Appendix B JOC Pricing Matrix.

d. Appendix B JOC Pricing Matrix shall serve as the basis for establishing the value of the Work to be performed.

e. Job Order Contractor's proposal shall be submitted via the Gilbert Project Management Platform, e-Builder, within ten (10) working days unless otherwise agreed.

f. Upon receipt of Job Order Contractor's proposal, Gilbert will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

g. If Gilbert does not issue a Job Order after receipt of Job Order Contractor's proposal, Gilbert is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal.

3.3 Job Orders may be amended by Gilbert in the same manner as they are issued.

3.4 The minimum Job Order value is $0.00 unless waived by Job Order Contractor. The maximum Job Order value is $2,000,000.00. The total amount for the JOC shall not exceed $5,000,000 per year.

## 4.0 SPECIFICATIONS AND DRAWINGS

4.1 Job Order Contractor shall keep on the Work site a copy of the drawings and/or specifications and shall at all times give Gilbert's Authorized Representative access thereto. Anything set forth in the specifications and not shown on the drawings, or shown on the drawings and not set forth in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Gilbert's Authorized Representative, who shall promptly submit them to Engineer for a determination in writing. Any adjustment by Job Order Contractor without such a determination shall be at its own risk and expense.

4.2 Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Gilbert or Gilbert's Authorized Representative is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Gilbert or Gilbert's Authorized Representative, unless otherwise expressly stated.

4.3 Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

4.4 Shop drawings means drawings submitted, via e-Builder, to Gilbert's Authorized Representative by Job Order Contractor showing in detail:

a. The proposed fabrication and assembly of structural elements and,

b. The installation (i.e., form, fit and attachment details) of materials or equipment.

c. The construction and detailing of elements of the Work.
It includes sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Job Order Contractor to explain in detail specific portions of the Work. Gilbert may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

4.5 Job Order Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Engineer through Gilbert's Authorized Representative without evidence of Job Order Contractor's approval may be returned for resubmission. Engineer will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate Engineer's reasons therefore. Any work done before such approval shall be at Job Order Contractor's risk. Approval by Engineer shall not relieve Job Order Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with Section 4.6 below.

4.6 If shop drawings show variations from the Job Order requirements, Job Order Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Engineer approves any such variation, Gilbert shall issue an appropriate Contract modification, except that, if the variation results in an increase in price, approval must be obtained from Gilbert. If the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

4.7 Job Order Contractor shall submit all shop drawings to Gilbert's Authorized Representative for approval via e-Builder, unless otherwise directed by Gilbert.

4.8 Omissions from the drawings or specifications or the mis-description of details of work which are necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Job Order Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

4.9 Job Order Contractor shall check all Gilbert furnished drawings immediately upon receipt and shall promptly notify Gilbert's Authorized Representative of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Job Order Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

## 5.0 USE OF SPECIFICATIONS, DRAWINGS AND NOTES

5.1 All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Job Order Contractor or developed by Job Order Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Gilbert and may be used by Gilbert without any claim by Job Order Contractor for additional compensation, unless such material developed by Job Order Contractor does not result in an issued Job Order. In such cases, Job Order Contractor will receive reasonable reimbursement for the development of such materials before Gilbert uses them in any manner whatsoever. In addition, Gilbert agrees to hold Job Order Contractor harmless to the extent permitted by law from any legal liability arising out of the Gilbert's use of such materials.

## 6.0 PERMITS AND RESPONSIBILITIES

6.1 Job Order Contractor shall be responsible for processing of drawings for: approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and, for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Gilbert will reimburse Job Order Contractor for the actual, documented costs of construction permits required for the performance of the Work. Job Order Contractor shall also be responsible for all damages to persons or property that occur as a result of Job Order Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Job Order Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

## 7.0 MATERIAL AND WORKMANSHIP

7.1 All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Job Order Contractor may, at its option, use any equipment, material, article, or process that, in the sole judgment and prior written approval of the Gilbert's Authorized Representative, is equal to that named in the specifications.

7.2 Job Order Contractor shall obtain Gilbert's Authorized Representative's approval of the machinery and mechanical and other equipment to be incorporated into the Work. When requesting approval Job Order Contractor shall furnish to Gilbert's Authorized Representative the name of the manufacturer, the

model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by the Contract or by Gilbert's Authorized Representative, Job Order Contractor shall also obtain Gilbert's approval of the material or articles which Job Order Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. When directed to do so, Job Order Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

7.3 All work under the Contract shall be performed in a skillful and workmanlike manner.

## 8.0 TESTING OF MATERIALS

8.1 Job Order Contractor shall be responsible for any required testing of materials prior to incorporation into the Work.

## 9.0 LAYOUT OF WORK

9.1 Job Order Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Job Order Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Job Order Contractor shall also be responsible for maintaining and preserving all control points established by Gilbert's Authorized Representative.

## 10.0 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

10.1 Job Order Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

a. Conditions bearing upon transportation, disposal, handling, and storage of materials;

b. The availability of labor, water, electric power, and roads;

c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;

d. The conformation and conditions of the ground; and

e. The character of equipment and facilities needed preliminary to and during work performance.

10.2 Job Order Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Gilbert, as well as from the drawings and specifications made a part of this Contract.

## 11.0 DIFFERING SITE CONDITIONS

11.1 Job Order Contractor shall promptly, and before the conditions are disturbed, give a written notice to Gilbert's Authorized Representative of:

a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or

b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

11.2 Gilbert's Authorized Representative will investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Job Order Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

11.3 No request by Job Order Contractor for an equitable adjustment to the Job Order under this section shall be allowed, unless Job Order Contractor has given the written notice required.

## 12.0 CONTRACT TERM

12.1 The term of the Contract shall be one year with four additional one year renewal options and shall commence on the date it was executed by both parties and the initial term shall terminate or else in accordance with the terms and conditions of this Contract. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

## 13.0 COMPENSATION

13.1 Upon Final Completion, as full consideration for the satisfactory performance by Job Order Contractor of Work prescribed under the Contract, Gilbert shall pay Job Order Contractor the amounts specified in the individual Job Orders.

## 14.0 INVOICING AND PAYMENTS

14.1 Pay applications shall be submitted to Gilbert's Authorized Representative, who will make a recommendation for payment to Gilbert. Gilbert shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Gilbert, on estimates of Work completed submitted by the Job Order Contractor and approved by Gilbert. Job Order Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Gilbert will authorize payment for material delivered on the site and preparatory work done if Job Order Contractor

furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

14.2 All material and work covered by progress payments made shall, at the time of payment, become the sole property of Gilbert, but this provision shall not be construed as:

a. Relieving Job Order Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or

b. Waiving the right of Gilbert to require the fulfillment of all of the terms of the Contract.

14.3 An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the Gilbert's Authorized Representative prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. Gilbert may withhold an amount from the progress payment sufficient to pay the expenses Gilbert reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the Gilbert on submission to any person designated by Gilbert for the submission, review or approval of the estimate of the Work.

14.4 Gilbert shall pay all unpaid amounts due Job Order Contractor under this Contract within sixty (60) days, after:

a. Final Completion and acceptance of the Work;
b. Presentation of a properly executed invoice; and
c. Presentation of release of all claims against Gilbert arising by virtue of the Contract, other than claims, in stated amounts, that Job Order Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Job Order Contractor's claim to amounts payable under this Contract has been assigned. Job Order Contractor shall complete a Contractor's release form acceptable to Gilbert.
d. Consent of Job Order Contractor's surety, if any.

14.6 Job Order Contractor shall submit invoices via the e-Builder platform.

## 15.0 CONSTRUCTION SCHEDULE

15.1 If required, the Job Order Contractor will submit for approval with the signed Job Order a schedule showing the sequence in which Job Order Contractor proposes to perform the Work and the dates on which Job Order Contractor contemplates starting and completing the significant elements of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period, and shall be submitted in the Gilbert Project Management Platform, e-Builder. In either case the basic information shall be the same and the schedule chart shall contain at a minimum:

a. A list of the different types of work activities or work elements.
b. Show the logical dependencies (ties) to indicate what Work shall be accomplished before other Work can begin.
c. Show proposed start and complete dates or time frames for each work activity or work element.
d. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percent or dollar amount. If the Job Order Contractor fails to submit a schedule with the Job Order, Gilbert may withhold approval of progress payments until Job Order Contractor submits the required schedule.

15.2 For each Job Order, Gilbert shall issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date set forth in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Gilbert to inspect the Work to determine the status of completion. When Gilbert determines the Work to be substantially complete, Gilbert will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Job Order. Job Order Contractor shall proceed promptly to complete and correct items on the list.

15.3 Job Order Contractor shall submit a progress report every thirty (30) days, or as directed by Gilbert's Authorized Representative, and upon doing so shall immediately deliver a current schedule to Gilbert's Authorized Representative. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Gilbert's Authorized Representative. Without additional cost to Gilbert, Gilbert's Authorized Representative may require Job Order Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Gilbert's Authorized Representative deems necessary to demonstrate how the approved rate of progress will be regained.

15.3 Emergency Work: Job Order Contractor will give top priority to any emergency work Gilbert may have and will allocate all resources necessary to accomplish such work in accordance with Gilbert's schedule requirements. To the extent the Job Order Contractor incurs additional cost, expense or schedule delay in performing Gilbert's emergency work, Gilbert will equitably adjust the Contract under Section 22.

15.4 Failure of Job Order Contractor to comply with the requirements of Gilbert or Gilbert's Authorized Representative under this section shall be grounds for a determination by Gilbert that Job Order Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Gilbert may terminate Job Order Contractor's right to proceed with the Work, or any separable part of it, in accordance with Section 27.

## 16.0 SUPERINTENDENCE BY JOB ORDER CONTRACTOR

16.1 At all times during performance of a Job Order and until the Work is completed and accepted, Job Order Contractor shall directly superintend the Work or assign and have on the site a competent superintendent who is satisfactory to Gilbert's Authorized Representative and has authority to act for Job Order Contractor.

## 17.0 INSPECTION OF CONSTRUCTION AND ACCEPTANCE

17.1 Job Order Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. Job Order Contractor shall maintain complete inspection records and make them available to Gilbert's Authorized Representative. All work shall be conducted under the general direction of Gilbert's Authorized Representative and is subject to inspection and test by Gilbert's Authorized Representative at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

17.2 Inspections and tests are for the sole benefit of Gilbert and do not:

a. Relieve Job Order Contractor of responsibility for providing adequate quality control measures;

b. Relieve Job Order Contractor of responsibility for damage to or loss of the material before acceptance;

c. Constitute or imply acceptance; or

d. Affect the continuing rights of Gilbert after acceptance of the complete work under Section 17.8 below.

17.3 The presence or absence of an inspector does not relieve Job Order Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Gilbert's Authorized Representative's written authorization.

17.4 Job Order Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Gilbert's Authorized Representative. Gilbert's Authorized Representative may charge to Job Order Contractor any additional cost of inspection or test when Work is not ready at the time specified by Job Order Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Inspections and tests will be performed in a manner that will not unnecessarily delay the Work. Special, full size, and performance tests shall be performed as described in the Job Order.

17.5 Job Order Contractor shall, without charge, replace or correct Work found by Gilbert's Authorized Representative not to conform to Job Order requirements, unless Gilbert consents to accept the Work with an appropriate adjustment in Contract price. Job Order Contractor shall promptly segregate and remove rejected material from the premises.

17.6 If Job Order Contractor does not promptly replace or correct rejected Work, Gilbert may:

a. By Contract or otherwise, replace or correct the Work and charge the cost to Job Order Contractor or

b. Terminate for default Job Order Contractor's right to proceed.

17.7 If, before Final Completion and acceptance of the entire Work, Gilbert's Authorized Representative decides to examine already completed Work by removing it or tearing it out, Job Order Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Job Order Contractor or its subcontractors, Job Order Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Gilbert shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

17.8 Substantial Completion means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that Gilbert can occupy and use the Work or a portion thereof for its intended purposes. Unless otherwise specified in the Job Order, Gilbert shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work Gilbert determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Gilbert's rights under any warranty or guarantee.

## 18.0 OPERATIONS AND STORAGE AREAS

18.1 Job Order Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Gilbert's Authorized Representative. Placement of materials and equipment shall be made with a minimum of interference to Gilbert operations and personnel.

18.2 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by Job Order Contractor only with the approval of Gilbert's Authorized Representative and shall be built with labor and materials furnished by Job Order Contractor without expense to Gilbert's Authorized Representative. The temporary buildings and utilities shall remain the property of Job Order Contractor and shall be removed by Job Order Contractor at its expense upon the completion of the Work. With the written consent of Gilbert's Authorized Representative, the buildings and utilities may be abandoned and need not be removed.

18.3 Job Order Contractor shall use only established roadways or temporary roadways constructed by Job Order Contractor when and as authorized by Gilbert's Authorized Representative. Job Order Contractor shall comply with all Federal, state and local laws and regulations when transporting materials.

## 19.0 PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS

19.1 Job Order Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the site, which are not to be removed and which do not

unreasonably interfere with the Work required under the Job Order. Job Order Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Job Order Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Gilbert's Authorized Representative.

19.2 Job Order Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by Job Order Contractor. Job Order Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Job Order Contractor fails or refuses to repair the damage promptly, Gilbert's Authorized Representative may have the necessary repair work performed and charge the cost to Job Order Contractor.

19.3 Job Order Contractor shall take all precautions to ensure that no damage will result from its operations to private and public property. All damages shall be required or replace by Job Order Contractor at no cost to Gilbert.

19.4 Job Order Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to Gilbert for approval.

19.5 Job Order Contractor will coordinate and schedule off-duty police officers with the Town of Gilbert through Gilbert's off-duty police employment manager ("ODM") as a part of the Job Order Contractor's traffic control work, as necessary. Job Order Contractor will pay the ODM directly for the cost of the off duty police officers at the rate(s) agreed between Gilbert and the ODM, and Gilbert will reimburse Job Order Contractor for the actual, documented cost of the off duty police officers at the rate(s) agreed between Gilbert and the ODM. Job Order Contractor shall not charge or pass through to Gilbert any mark-up for the off-duty officers. The Job Order Contractor will be required to present an overall estimate of off duty officer hours required with the submission of his master schedule for the project. Officers charge a minimum of three hours to the project if scheduled. In the event that the Job Order Contractor fails to prosecute the work in a timely and orderly fashion, Gilbert shall notify the Job Order Contractor and reserves the right to deny reimbursement for the off-duty officers.

## 20.0 CLEANING UP AND REFUSE DISPOSAL

20.1 Job Order Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Job Order Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Gilbert. Upon completing the Work, Job Order Contractor shall leave the site in a clean and orderly condition satisfactory to Gilbert's Authorized Representative. Final cleanup of the premises shall be included in the period of performance of the Job Order. Job Order Contractor shall be responsible for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Gilbert's Authorized

Representative unless Gilbert's Authorized Representative requires Job Order Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

## 21.0 WARRANTY OF CONSTRUCTION

21.1 In addition to any other warranties in any Job Orders, and except as provided in Section 21.10 of this Section 21, Job Order Contractor warrants to Gilbert that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Gilbert, Job Order Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions of the Contract. Job Order Contractor shall promptly correct all 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. Job Order Contractor shall bear all costs of correcting such rejected Work, including compensation for the additional services of an engineer made necessary thereby.

21.2 If, within one year after the date of final acceptance by Gilbert of the Work, any of the Work is found to be defective or not in accordance with the Contract, Job Order Contractor shall correct it promptly after receipt of written notice from Gilbert to do so unless Gilbert has previously given Job Order Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract

21.3 Job Order Contractor shall remedy at Job Order Contractor's expense any failure of the Work to conform to the plans and specifications, or any construction defect. In addition, the Job Order Contractor shall remedy at Job Order Contractor's expense any damage to Gilbert's real or personal property, when that damage is the result of:

a. Job Order Contractor's failure to conform to requirements; or
b. Any defect of equipment, material, workmanship, or design furnished by the Job Order Contractor.

21.4 Job Order Contractor shall restore any work damaged in fulfilling the terms and conditions of this Section 21. Job Order Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

21.5 Gilbert shall notify Job Order Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

21.6 If Job Order Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Gilbert shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Job Order Contractor's expense.

21.7 With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Job Order Contractor shall:

a. Obtain all warranties required by the Job Order;
b. Require all warranties to be executed, in writing, for the benefit of Gilbert; and
c. Enforce all warranties for the benefit of Gilbert;

21.8 In the event Job Order Contractor's warranty under Section 21.2 has expired, Gilbert may bring suit at its expense to enforce a subcontractor's, manufacturers, or supplier's warranty.

21.9 Unless a defect is caused by the negligence of Job Order Contractor or subcontractor or supplier at any tier, Job Order Contractor shall not be liable for the repair of any defects of material or design furnished by Gilbert or for the repair of any damage that results from any defect in Gilbert-furnished material or design.

21.10 Job Order Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Job Order Contractor except as modified by the Job Order.

21.11 This warranty shall not limit Gilbert's rights under Section 17 of this Contract with respect to latent defects, gross mistakes, or fraud.

## 22.0 CHANGE ORDERS

22.1 Gilbert may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

a. In the specifications (including drawings and designs);

b. In Gilbert-furnished facilities, equipment, materials, services, or site; or

c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

22.2 If Job Order Contractor believes any other order (which, as used in this Section 22.2, includes direction, instruction, interpretation, or determination) from Gilbert's Authorized Representative constitutes a change order under this Section 22; Job Order Contractor shall give Gilbert's Authorized Representative written notice stating the date, circumstances, and source of the order, and that Job Order Contractor regards the order as a change order. Such written notice shall also state any changes to the price caused by the order. If any approved change under this Section 22 causes an increase or decrease in Job Order Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, Gilbert shall make an equitable adjustment and modify the Job Order in writing.

22.3 Except as provided in this Section 22, no order, statement, or conduct of Gilbert shall be treated as a change under this section or entitle Job Order Contractor to an equitable adjustment hereunder.

## 23.0 PRICING CHANGES

23.1 Job Order Contractor, in connection with any proposal it makes for a Job Order change order shall furnish a price breakdown itemized as required by Gilbert's Authorized Representative. Pricing for such changes shall be based on quantities mutually agreed to by Job Order Contractor and Gilbert and the rates contained within Appendix B.

23.2 Job Order Contractor shall furnish to the Gilbert's Authorized Representative a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

## 24.0 SUSPENSION OF WORK

24.1 Gilbert's Authorized Representative may order Job Order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for the period of time that Gilbert's Authorized Representative determines appropriate.

24.2 If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of Gilbert's Authorized Representative in the administration of a Job Order, or by Gilbert's Authorized Representative's failure to act within the time specified in the Job Order (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of overtime for performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

24.3 A claim under this section shall not be allowed for any costs incurred more than thirty (30) calendar days before Job Order Contractor shall have notified Gilbert in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

## 25.0 DISPUTES

25.1 The parties are fully committed to working with each other throughout the term of the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Job Order Contractor and Gilbert each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. Job Order Contractor and Gilbert will first attempt to resolve disputes or disagreements at the field level through discussions between the parties' representatives named herein. The Job Order Contractor shall continue to perform the Work and Gilbert shall continue to satisfy its payment obligations to Job Order Contractor, pending the final resolution of any dispute or disagreements between the parties. Gilbert designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes

under this Contract. Job Order Contractor designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract.

| Gilbert's Representative: | Job Order Contractor's Representative: |
|---|---|
| Patrick Banger | Joe McGhee |
| Town Manager | JOC Director |
| 50 E. Civic Center Drive | 4640 E Cotton Gin Loop |
| Gilbert, AZ 85296 | Phoenix AZ 85040 |

25.2 Any dispute which is not disposed of by agreement will be decided by the Gilbert, who will reduce its decision to writing and mail or otherwise furnish a copy thereof to the Job Order Contractor. Any dispute not finally resolved under this Section 25 may be brought before the state courts of the State of Arizona and adjudicated in accordance with the laws of Arizona.

## 26.0 TERMINATION FOR CONVENIENCE OF GILBERT

26.1 Gilbert may terminate performance of the Work under this Contract in whole or, from time to time, in part if Gilbert determines that termination is in Gilbert's interest. Gilbert shall effect such termination by delivering to Job Order Contractor a Notice of Termination specifying the extent of termination and the effective date.

26.2 After receipt of a Notice of Termination, and except as directed by Gilbert, Job Order Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Section 26:

a. Stop work as specified in the notice;

b. Place no further subcontracts or orders (referred to as subcontracts in this Section 26) for materials, services or facilities, except as necessary to complete any Work not terminated;

c. Assign to Gilbert, as directed by Gilbert, all right, title, and interest of Job Order Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Gilbert shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Gilbert, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Section 26;

d. As directed by Gilbert, transfer title and deliver to Gilbert:

   i. The fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
   ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Gilbert;

e. Complete performance of the Work not terminated;

f. Take any action that may be necessary, or that Gilbert may direct, for the protection and preservation of the property related to this Contract that is in the Possession of Job Order Contractor and in which Gilbert has or may acquire an interest;

g. Use its best efforts to sell, as directed or authorized by Gilbert, any property of the types referred to in Section 26.2(c) above; provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Gilbert. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Gilbert under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Gilbert.

26.3 After termination, Job Order Contractor shall submit a final termination settlement proposal to Gilbert in the form and with the certification prescribed by Gilbert. Job Order Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination.

26.4 Job Order Contractor and Gilbert may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. The Contract shall be amended, and Job Order Contractor paid the agreed amount.

26.5 If Job Order Contractor and Gilbert fail to agree on the whole amount to be paid Job Order Contractor because of the termination of work, Gilbert shall pay Job Order Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under Section 26.4 above:

a. For Work performed before the effective date of termination, the total (without duplication of any items) of:

i. The cost of this Work;
ii. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subdivision (i) above; and
iii. A markup, including overhead and profit, on (i) above as is determined for pricing changes.

b. The reasonable costs of settlement of the Work terminated, including:
i. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
ii. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
iii. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

26.6 Except for normal spoilage, and except to the extent that Gilbert expressly assumed the risk of loss, Gilbert shall exclude from the amounts payable to Job Order Contractor under Section 26.5 above,

the fair value, as determined by Gilbert, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Gilbert or to a buyer.

26.7 In arriving at the amount due Job Order Contractor under this Section 26, there shall be Deducted:

a. All un-liquidated advances or other payments to Job Order Contractor under the terminated portion of the Job Order;
b. Any claim which Gilbert has against Job Order Contractor under the Contract; and
c. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Job Order Contractor or sold under the provisions of this Section 26 and not recovered by or credited to Gilbert.

26.8 If the termination is partial, Job Order Contractor may file a proposal with Gilbert for an equitable adjustment of the price(s) of the continued portion of the Job Order. Any proposal by Job Order Contractor for an equitable adjustment under this Section 26 shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Gilbert. Gilbert may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Job Order Contractor of the terminated portion of the Job Order, if Gilbert believes the total of these payments will not exceed the amount to which Job Order Contractor will be entitled.

26.9 If the total payments exceed the amount finally determined to be due, Job Order Contractor shall repay the excess to Gilbert upon demand.

26.10 Unless otherwise provided in this Contract or by statute, Job Order Contractor shall maintain all records and documents relating to the terminated portion of this Contract for five (5) years after final settlement. This includes all books and other evidence bearing on Job Order Contractor's costs and expenses under this Contract. Job Order Contractor shall make these records and documents available to Gilbert, at Job Order Contractor's office, at all reasonable times, without cost. If approved by Gilbert, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

## 27.0 DEFAULT

27.1 If Job Order Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Gilbert may terminate the Job Order Contractor's right to proceed with the Work (or separable part of the Work), upon thirty (30) days written notice to the Job Order Contractor. In this event, Gilbert may take over the Work and complete it by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

27.2 Job Order Contractor's right to proceed shall not be terminated under this Section if: a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Job Order Contractor. Examples of such causes include:

a. acts of God or of the public enemy,
b. acts of Gilbert in its Contractual capacity,
c. acts of another Contractor in the performance of a Contract with Gilbert,
d. fires,
e. floods,
f. epidemics,
g. quarantine restrictions,
h. strikes,
i. freight embargoes,
j. unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the site for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or
xk delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Job Order Contractor and the subcontractors or suppliers; and b. Job Order Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Gilbert), notifies Gilbert in writing of the causes of delay. The Gilbert shall ascertain the facts and the extent of delay. If, in the judgment of Gilbert, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of Gilbert shall be final and conclusive on the parties, but subject to appeal and review under Section 25.

27.3 If, after termination of Job Order Contractor's right to proceed, it is determined that Job Order Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Gilbert.

27.4 The rights and remedies of Gilbert in this Section 27 are in addition to any other rights and remedies provided by law or under this Contract.

## 28.0 SAFETY

28.1 Job Order Contractor shall comply with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Job Order Contractor shall indemnify Gilbert for fines, penalties, and corrective measures that result from the acts of commission or omission of Job Order Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

28.2 Job Order Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

28.3 Job Order Contractor shall provide its employees safety training to include special training prior to working with hazardous materials or operations.

28.4 Job Order Contractor shall provide warning signs, barricades and verbal warnings as required.

28.5 Job Order Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.

28.6 Job Order Contractor shall promptly notify Gilbert's Authorized Representative of any accident involving personnel or damage to material and equipment. Copies of any injury reports or accident investigation reports shall be provided to the Gilbert's Authorized Representative.

28.7 Job Order Contractor shall maintain a set of OSHA articles at the jobsite as they apply to the Work being performed. Copies shall be provided to Gilbert's Authorized Representative when requested.

28.9 Job Order Contractor shall submit to Gilbert's Authorized Representative a copy of its safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Job Order Contractor within fourteen (14) calendar days after issuance of a Job Order and prior to the commencement of the Work.

28.10 Job Order Contractor shall assign, during performance of the Work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to Gilbert's Authorized Representative by Job Order Contractor along with its safety policies and program procedures.

28.11 Job Order Contractor shall provide and maintain on the jobsite, at all times, a completely stocked first aid kit which contains all standard emergency medical supplies.

28.12 Job Order Contractor shall make available for its employees and those of its subcontractors, while they are performing Work on the site, emergency medical treatment either at the site or at a nearby medical facility.

28.13 Gilbert reserves the right to approve and monitor Job Order Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Gilbert, shall be cause for the termination of the Job Order in accordance with Section 27.

## 29.0 USE AND POSSESSION PRIOR TO COMPLETION

29.1 Gilbert shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Gilbert shall furnish Job Order Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Gilbert intends to take possession of or use. However, failure of Gilbert to list any item of work shall not relieve Job Order Contractor of responsibility for complying with the terms of this Contract. Gilbert possession or use shall not be deemed an acceptance of any work under this Contract.

29.2 While Gilbert has such possession or use, Job Order Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Gilbert's possession or use, notwithstanding the terms of Section 6. If prior possession or use by Gilbert delays the progress of the Work or causes additional expense to Job Order Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

## 30.0 OTHER CONTRACTS

30.1 Gilbert may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other general Contractors and with Gilbert's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Gilbert. Job Order Contractor shall not commit or permit any act that will interfere with the performance of work by any other general Contractor or by Gilbert's employees.

## 31.0 DISSEMINATION OF CONTRACT INFORMATION

31.1 Job Order Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning this Contract, any Job Order or the Work performed under this Contract, without the prior consent of Gilbert.

## 32.0 PERFORMANCE AND PAYMENT BONDS

32.1 Job Order Contractor shall furnish a Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Work required by a Job Order, not including design services, preconstruction services, finance services, maintenance services, operations services or other related services included in a Job Order. The Performance Bond shall be conditioned on the faithful performance of such Work. The Performance and Payment Bonds shall be submitted to Gilbert within ten (10) calendar days after issuance of a Job Order. A Notice to Proceed will not be issued until properly executed bonds are received and accepted by Gilbert.

## 33.0 INSURANCE

33.1 Job Order Contractor agrees to comply with all Gilbert ordinance and state and federal laws and regulations. Without limiting any obligations or liabilities of Job Order Contractor, Job Order Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A VIII or above with policies and forms satisfactory to Gilbert. Failure to maintain insurance as specified may result in termination of this Contract at Gilbert's option.

33.2 No Representation of Coverage Adequacy: By requiring insurance herein, Gilbert does not represent that coverage and limits will be adequate to protect Job Order Contractor. Gilbert reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from,

nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of the Contract.

33.3 Additional Insured: All insurance coverage and self insured retention or deductible portions, except Workers Compensation Insurance and Professional Liability Insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of the Contract, Gilbert, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

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

33.5 Primary Insurance: Job Order Contractor's insurance shall be primary insurance as respects performance of this Contract and in the protection of Gilbert as an Additional Insured.

33.6 Occurrence Basis: All insurance coverage shall be on an occurrence basis and not on a claims made basis.

33.7 Waiver: All policies, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against Gilbert, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Work. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

33.9 Evidence of Insurance: Prior to commencing any Work under the Contract, Job Order Contractor shall furnish Gilbert with Certificate(s) of Insurance, or formal endorsements as required by the Contract, issued by Job Order Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage specified in the Contract and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as evidence of coverage, Gilbert shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. Such certificates shall identify the Work. If any of the above cited policies expire during the life of the Contract, it shall be Job Order Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

33.9.1 Gilbert, its agents, representatives, officers, directors, officials and employees are Additional Insured's as follows:

a) Commercial General Liability – Under ISO Form CG 20 10 04 13 and CG 20 37 04 13 or equivalent.
b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
c) Excess Liability – Follow Form to underlying insurance as required.

33.9.2 Job Order Contractor's insurance shall be primary insurance as respects performance of this Contract.

33.9.3 Certificate shall cite 30 day advance notice cancellation provision.

33.10 REQUIRED COVERAGE:

33.10.1 Commercial General Liability: Job Order Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $3,000,000 for each occurrence, $3,000,000 Products and Completed Operations Annual Aggregate, and a $3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Offices, Inc. policy form CG 00 01 04 13 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, Gilbert, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13 and CG 20 37 04 13, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in Gilbert, but only with respect to liability arising out of "your work" for that insured by or for you." Job Order Contractor, its successors and or assigns, is required to maintain Commercial General Liability insurance as specified hereunder for a minimum period of three (3) years following completion and acceptance of subject Work. Job Order Contractor shall submit Certificate of Insurance evidencing such Commercial General Liability insurance during said three year period containing all of the insurance requirements set forth herein including naming Gilbert, its agents, representatives, officers, directors, officials and employees as Additional Insured as required. If any excess insurance is utilized to fulfill the requirements of this Section 33.10.1, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

33.10.2 Vehicle Liability. Job Order Contractor shall maintain Business Automobile Liability insurance with a limit of $3,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Work. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of the Work, an MCS 90 endorsement is required providing $5,000,000 per occurrence limits of liability for bodily injury and property damage. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, Gilbert. its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Officers, Inc. Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If

any excess insurance is utilized to fulfill the requirements of this section, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

33.10.3 Worker's Compensation Insurance: Job Order Contractor shall maintain Worker Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of Job Order Contractor's employees engaged in the performance of the Work and shall also maintain Employers Liability Insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee and $1,000,000 disease policy limit.

33.10.4 Builder's "All Risk": If the Work includes construction services, Job Order Contractor shall maintain Builder's "All Risk" Insurance in an amount not less than one hundred percent (100%) of the contract price. Such policy shall include coverage for fire, lightening, vandalism, malicious mischief, riot, civil commotion, smoke, sprinkler leakage, water damage, windstorm, hail, earthquake, landslide, flood and collapse or loss due to the results of faulty workmanship until Final Acceptance of the Work by Gilbert. On pipeline and similar projects where fire hazard is negligible or nonexistent, Gilbert may waive the requirement for fire insurance.

## 34.0 INDEMNIFICATION

34.1 To the fullest extent permitted by law, Job Order Contractor, its successors and assigns shall indemnify and hold harmless Gilbert, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of Job Order Contractor or other persons employed or used by the Job Order Contractor in the performance of this Agreement. Job Order Contractor's duty to indemnify and hold harmless Gilbert, its officers and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting there from, caused by Job Order Contractor's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Job Order Contractor or used by Job Order Contractor in the performance of this Contract.

## 35.0 CONTRACT ORDER OF PRECEDENCE

35.1 In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

a. Contract Modifications, if any;
b. The Contract including Attachments;
c. Job Orders;
d. Drawings; and
e. Specifications.

## 36.0 NOTICES

36.1 All notices to either party by the other shall be delivered personally or sent by first class United States mail, registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each:

a. Gilbert:
b. Job Order Contractor:
and shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change of address to the other in the manner provided for above.

## 37.0 SEVERABILITY

37.1 If any provision of this Contract, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

## 38.0 WAIVERS

38.1 Neither Gilbert's review, approval or acceptance of, nor payment for, the Work required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of the Contract, and Job Order Contractor shall be and remain liable to Owner in accordance with applicable law and the terms of this Contract for all damages to Owner caused by Job Order Contractor's negligent act, error or omission in the performance of any of the Work.

38.2 The waiver by Gilbert of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

## 39.0 MERGER

39.1 This Contract and all procurement documents incorporated by reference set forth the entire agreement between the parties with respect to the subject matter thereof, and supersedes and replaces all proposals, negotiations, representations, and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with the Work, including an action in tort.

## 40.0 NON-AVAILABILITY OF FUNDS

40.1 Every payment obligation of the Gilbert under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Gilbert at the end of the period for which funds are available.

## 41.0 AUDIT OF RECORDS

41.1 Pursuant to applicable laws, the Job Order Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this Contract for a period of five years after completion of this Contract. All records shall be subject to inspection and audit by the Gilbert at reasonable times. Upon request, the Job Order Contractor shall produce the original of any or all such records. If approved by Gilbert, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

## 42.0 CANCELLATION FOR CONFLICT OF INTEREST

42.1 Pursuant to applicable law, the Gilbert may cancel this Contract, without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Gilbert was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Job Order Contractor receives written notice of the cancellation unless the notice specifies a later time.

## 43.0 NON-DISCRIMINATION

43.1 The Job Order Contractor shall comply with all laws mandating that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulation, including the Americans With Disabilities Act. The Job Order Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, religion, sex, national origin or disability.

## 44.0 THIRD PARTY ANTITRUST VIOLATIONS

44.1 The Job Order Contractor assigns to the Gilbert any claim for overcharges, resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Job Order Contractor toward fulfillment of this Contract.

## 45.0 INTERPRETATION, JURISDICTION AND VENUE

45.1 This Contract shall be construed and interpreted solely in accordance with the laws of the State of Arizona. Jurisdiction and venue for any suit, right or cause of action arising under or in connection with this Contract shall be exclusively in the State of Arizona.

## 46.0 IMMIGRATION LAW COMPLIANCE WARRANTY

46.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further

warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

46.2 If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.

46.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of $100 per day for the first violation, $500 per day for the second violation, and $1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

46.4 Gilbert 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. Any inspection will be conducted after reasonable notice and at reasonable times.

46.5 If state law is amended, the parties may modify this Section 46 consistent with state law

## 47.0 EQUAL TREATMENT OF WORKERS

47.1 CONTRACTOR shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the WORK. CONTRACTOR shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). CONTRACTOR shall protect and indemnify GILBERT and its representatives against any claim or liability arising form or based on the violation of such, whether by CONTRACTOR or its employees.

IN TESTIMONY OF WHICH, this instrument has been executed by and on behalf of the Job Order Contractor on the 30th day of March, 2021, and has been executed by and on behalf of Gilbert the 30th day of March, 2021.

JOB ORDER CONTRACTOR

By: Mark D Eklund Digitally signed by Mark D Eklund DN: C=US, E=mkelund@haydonbc.com, O=Haydon Building Corp, CN=Mark D Eklund Date: 2021.03.02 08:34:32-07'00'

Name: Mark D Eklund
Title: Vice President, Haydon Building Corp.

TOWN OF GILBERT

By:

Name: Brigette Peterson
Title: Mayor

JOC Contract
Form No. 5.1.5
Revised: April 11, 2016

# APPENDIX A

## GENERAL DESCRIPTION OF SERVICES REQUIRED

The scope of work may include but is not limited to:

A. Activities described below for general utility projects including water, wastewater, reclaimed water and storm water infrastructure within public right of way, easements and additional areas as determined by Town;

B. Other related work such as public involvement, utility coordination and relocation, traffic control, road repair, etc. as described below; and

C. Design services and/or post design services may be requested. The scope of work for design or post design services, when applicable, will be defined by the Town during development of the Job Order.

The following work activities may be included as part of a Job Order:

1. Installation of new water, reclaimed water, wastewater and storm water infrastructure and required appurtenances and incidentals;

2. Rehabilitation of existing water, reclaimed water, wastewater and storm water infrastructure and required appurtenances and incidentals;

3. Assist with public notification, prepare and distribute public notices, attend public meetings, maintain a construction hotline;

4. Obtain all necessary permits required to complete the project, including but not limited to: haul route, stockpile, SWPPP, dust control, traffic control plans, MCESD Approval to Construct (ATC), and MCESD Approval of Construction (AOC);

5. Installation of asphalt pavement including full depth rehabilitation, grind and overlays, seals and repairs to restore areas damaged by construction;

6. Installation of concrete pavement including curb and gutter, driveways, sidewalks, to restore areas damaged by construction;

7. Installation of landscaping to restore areas damaged by construction;

8. Design, installation, operation and maintenance of bypass pumping operations;

9. Pipeline pressure testing and disinfection services; and

10. Utility locating (potholing) underground utilities and obstructions.

# APPENDIX B

## JOC PRICING MATRIX

# Job Order Cost Proposal

CONTRACTOR NAME: **Haydon Building Corp.**

| | | | |
|---|---|---|---|
| Contract Type: | General Utility Projects JOC | Town Project No.: | |
| Job Order No.: | | Contractors Job No.: | 321000249 |
| Town Project Mgr.: | | Prepared By: | |
| Fee Type: | **GMP** | Date: | |
| Location: | | Revision: | |
| Town Project Title: | | | |

**Description of Work to be Performed** (supporting information attached): See attached Bid Scope and Bid Assumptions for additional information and clarifications.

## SECTION A: LABOR (inclusive of burden)

| Position | Unit | Quantity | Labor Cost | |
|---|---|---|---|---|
| | | | | Total |
| (List all relevant labor that may be utilized on a Job Order) | Hours | - | | $ - |
| JOC PROGRAM DIRECTOR | Hours | - | $ 136.00 | $ - |
| GENERAL SUPERINTENDENT | Hours | - | $ 114.00 | $ - |
| PROJECT MANAGER | Hours | - | $ 114.00 | $ - |
| SUPERINTENDENT | Hours | - | $ 104.00 | $ - |
| PROJECT ENGINEER | Hours | - | $ 74.00 | $ - |
| PIPE FOREMAN | Hours | - | $ 74.00 | $ - |
| UNDERGROUND SUPERINTENDENT | Hours | - | $ 97.00 | $ - |
| CARPENTER | Hours | - | $ 42.00 | $ - |
| FORM SETTER | Hours | - | $ 39.00 | $ - |
| CONCRETE LABOR | Hours | - | $ 33.00 | $ - |
| FINISHER | Hours | - | $ 40.00 | $ - |
| PIPE LAYER | Hours | - | $ 43.00 | $ - |
| PIPE BACKUP MAN | Hours | - | $ 42.00 | $ - |
| GENERAL LABOR | Hours | - | $ 30.00 | $ - |
| EXCAVATOR OPERATOR | Hours | - | $ 46.00 | $ - |
| BLADE OPERATOR | Hours | - | $ 47.00 | $ - |
| BACKHOE OPERATOR | Hours | - | $ 45.00 | $ - |
| COMPACTOR OPERATOR | Hours | - | $ 39.00 | $ - |
| GRADE CHECKER | Hours | - | $ 43.00 | $ - |
| GPS OPERATOR | Hours | - | $ 48.00 | $ - |
| GRADE TRACTOR OPERATOR | Hours | - | $ 41.00 | $ - |
| LOADER OPERATOR | Hours | - | $ 43.00 | $ - |
| PAVER/ROLLER OPERATOR | Hours | - | $ 41.00 | $ - |
| PNEUMATIC ROLLER OPERATOR | Hours | - | $ 39.00 | $ - |
| UNIVERSAL OPERATOR | Hours | - | $ 44.00 | $ - |
| TEAMSTER-2000GL WTR TRK OPERATOR | Hours | - | $ 35.00 | $ - |
| TEAMSTER-3800GL WTR TRK OPERATOR | Hours | - | $ 37.00 | $ - |
| MECHANIC | Hours | - | $ 48.00 | $ - |
| SERVICEMAN | Hours | - | $ 42.00 | $ - |
| WELDER | Hours | - | $ 49.00 | $ - |
| **Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.* | | | | $ - |

## SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)

| Item | Unit | Quantity | Equipment Cost | |
|---|---|---|---|---|
| | | | Unit Price | Total |
| (List all relevant equipment that may be utilized on a Job Order) | Hours | - | | $ - |
| CAT 308 W/ RUBBER TRACK | Hours | 50 - | $ 64.40 | $ - |
| CAT 320 | Hours | - | $ 106.37 | $ - |

| | | | | | |
|---|---|---|---|---|---|
| CAT 330 | Hours | - | $ 187.10 | $ | - |
| CAT 345 | Hours | - | $ 211.06 | $ | - |
| CAT 349 | Hours | - | $ 259.53 | $ | - |
| 310 JD BACKHOE | Hours | - | $ 49.10 | $ | - |
| 710 JD BACKHOE | Hours | - | $ 94.30 | $ | - |
| CAT 926 LOADER | Hours | - | $ 66.37 | $ | - |
| CAT 950 LOADER | Hours | - | $ 100.62 | $ | - |
| CAT CP323 COMPACTOR 50" DRUM | Hours | - | $ 48.92 | $ | - |
| CAT 262 SKID STEER LOADER | Hours | - | $ 46.60 | $ | - |
| GRADING TRACTOR W/GANNON | Hours | - | $ 45.36 | $ | - |
| WATER TRUCK-2000 GAL | Hours | - | $ 30.39 | $ | - |
| WATER TRUCK-3800 GAL | Hours | - | $ 55.64 | $ | - |
| AIR COMPRESSOR | Hours | - | $ 15.15 | $ | - |
| FLATBED TRUCK | Hours | - | $ 30.59 | $ | - |
| PICK UP/Crew Truck | Hours | - | $ 26.22 | $ | - |
| | | | Subtotal Equipment Cost (B) | $ | - |

## SECTION C: MATERIALS

| Item | Unit | Quantity | | Material Cost | |
|---|---|---|---|---|---|
| | | | | Unit Price | Total |
| TBD | | - | | $ - | $ - |
| TBD | | - | | $ - | $ - |
| TBD | | - | | $ - | $ - |
| TBD | | - | | $ - | $ - |
| TBD | | - | | $ - | $ - |
| | | - | | $ - | $ - |
| | | | Subtotal Material Cost (C) | | $ |

## SECTION D: SUBS & CONSULTANTS

| Company | Description of Work to be Performed (Supporting quote & information attached) | Total Cost |
|---|---|---|
| TBD | Subcontractors | $ - |
| TBD | Consultants | $ - |
| TBD | | $ - |
| TBD | | $ - |
| TBD | | $ - |
| | Subtotal Subcontractors & Consultants (D) | $ |

## SECTION E: RENTAL EQUIPMENT

| Company | Description of Rental Equipment (Supporting quote & information attached) | Total Cost |
|---|---|---|
| TBD | | $ - |
| TBD | | $ - |
| TBD | | $ - |
| | Subtotal Rental Equipment (E) | $ - |

## SECTION F: GENERAL CONDITIONS OF THE WORK

| Item | Unit | Quantity | | General Conditions Cost | |
|---|---|---|---|---|---|
| | | | | Unit Price | Total |
| Mobilization / Demobilization | | - | | $ - | $ - |
| Permits & Environmental Controls | | - | | $ - | $ - |
| Temporary Facilities & Controls | | - | | $ - | $ - |
| Engineering / Testing | | - | | $ - | $ - |
| Site Support | | - | | $ - | $ - |
| Miscellaneous / Other | | - | | $ - | $ - |
| | | | Subtotal General Conditions (F) | | $ |

OVERHEAD: % (% to be taken from matrix)

PROFIT: % (% to be taken from matrix)

| | | |
|---|---|---|
| Subtotal General Contractor Costs (A+C+E+F): | $ | - |
| O&P (0.00% of A+C+E+F): | | $0.00 |
| Subtotal General Contractor Costs (B): | $ | - |
| Total General Contractor Costs including O&P: | $ | - |
| Subtotal Subcontractor Costs (D) | | $0.00 |
| Subcontractor Profit (5% of D) | | $0.00 |
| Total Subcontractor Costs including O&P: | | $0.00 |
| TOTAL GC and Subcontractor Costs including O&P: | | $0.00 |
| Insurance Costs @ 0.0% | | $0.00 |
| Bond Costs @ 0.0% | | $0.00 |
| Sales Tax (65% of 7.8%) | | $0.00 |
| **Subtotal Job Cost:** | | **$0.00** |
| Project Contingencies | | $0.00 |
| Project Allowances | | $0.00 |

*Owner must provide prior approval (in writing) before the use of any Allowance or Contingency Funds*

**TOTAL JOB COST:** **$0.00**

Submitted by:

Date

## Town of Gilbert
## JOC Pricing Matrix

**JOC for General Utility Projects**

**Contractor:**

| Indirect Cost of the Work | $1.00 to $100,000 | $100,001 to $250,000 | $250,001 to $500,000 | $500,001 to $1,000,000 | Over $1,000,001 |
|---|---|---|---|---|---|
| Overhead | 6.49% | 6.49% | 6.49% | 6.49% | 6.49% |
| Profit | 10.00% | 8.00% | 6.50% | 5.50% | 5.00% |
| Subcontractor Profit | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% |
| Payment & Performance Bonds | 1.50% | 1.15% | 1.05% | 1.00% | 1.00% |
| Insurance | 1.10% | 1.05% | 1.00% | 1.00% | 1.00% |
| Tax (65% of .078) | 5.070% | 5.070% | 5.070% | 5.070% | 5.070% |
| | | | | | |
| **Total Indirect Cost %** | **29.16000%** | **26.76000%** | **25.11000%** | **24.06000%** | **23.56000%** |
| | | | | | |

# APPENDIX C

## JOB ORDER

Date: _____
Project Number: _____
Contractor's Name: _____
Project Name: _____
Contract No: _____
Job Order No.: _____
Scope of Work/Technical Specifications/Drawings: See Attachment 1
Location of Work: _____
Total Cost for Job Order: _____
Completion Date/Schedule: _____
Submittal Requirements: See Attachment 2
Other: _____

Payment Submittal Requirements: The Payment submittal will be monthly and will be on the Town of Gilbert form attached to this Job Order. It shall identify the percent of work complete and the percent of payment requested.

Approved By: _____
CONTRACTOR

Approved By: _____
Authorized Town Representative

Approved By: _____
Town of Gilbert

# APPENDIX D

KEY PERSONNEL CONTACT LIST & AUTHORIZED SIGNATURE FORM

Project Team

| | | | |
|---|---|---|---|
| Joe McGhee | JOC Director | jmcghee@haydonbc.com | 602-930-6988 |
| Steve Seivert | Project Manager | sseivert@haydonbc.com | 602-695-9942 |
| Chance Raser,PE | Pre-Construction Director | craser@haydonbc.com | 602-689-1339 |
| Jesus Favela | Project Superintendent | jfavela@haydonbc.com | 480-540-9163 |
| Bill Barkley | Project Superintendent | wbarkley@haydonbc.com | 602-695-3442 |
| Matt Gilliland | Safety Director | mgilliland@haydonbc.com | 214-984-1598 |

# AUTHORIZED SIGNATURE FORM

WHEREAS, Haydon Building Corp, an Arizona (NAME OF STATE) corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Haydon Building Corp (CORPORATE NAME)

that (name of parties authorized) Gary Haydon, Mark Eklund, Fritz Behrhorst, Les Keeble, Matt Carpenter, Andy Flecky, Joseph Malone, be authorized to execute and sign documents on behalf of said corporate the following documents:

1. The Proposal
2. The Contract
3. The Bond
4. Payrolls
5. Claims
6. Supplemental Agreements
7. Extension of Time
8. Request for Force Account Work
9. All other papers necessary for the conduct of the corporation's affairs and the execution of the contract.
10. Subcontracts

The powers and duties herein granted shall be and is hereby granted for the duration of the contract for the construction of General Utility Projects JOC, Job No. 321000249 Project No. TBD, or until express notice of revocation has been duly given in writing, whichever is the lesser period.

Dated and passed by the Board of Directors this 2 day of March, 2020

| (SIGNATURE OF PERSONS AUTHORIZED TO SIGN) | (TITLE) | (DOCUMENT NO.) |
|---|---|---|
| | Gary Haydon, President | 1-10 |
| | Mark Eklund, VP | 1-10 |
| | Fritz Behrhorst, VP | 1-10 |
| | Les Keeble, VP, Risk Manager | 1-10 |
| | Matt Carpenter, Chief Operating Officer | 1-10 |
| Andy Flecky | Andy Flecky, Chief Estimator | 5-9 |
| | Joseph Malone, Director of Operations | 5-9 |

## CERTIFICATE

STATE OF Arizona )
) ss.
COUNTY OF Maricopa )

I, Gary Haydon of the Haydon Building Corp, a corporation do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, by unanimous written consent on 2.3.2021 (DATE) and that the same is in full force and effect at this time.

Dated 2.3.2021

(OFFICER OF THE CORPORATION)

(Seal of Corporation)

HAYDON BUILDING CORP INCORPORATED 1996 ARIZONA

STATE OF Arizona ) s.s.
COUNTY OF Maricopa

This instrument was acknowledged before me this 3 day of February, 2021 by Gary Haydon appearing before the undersigned Notary Public, and state that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

(NOTARY PUBLIC)

My Commission Expires: March 1, 2022

DEBBIE A. O'CONNER
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
March 1, 2022

# AUTHORIZED SIGNATURE FORM

WHEREAS, Haydon Building Corp, an Arizona (NAME OF STATE) corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Haydon Building Corp (CORPORATE NAME) that (name of parties authorized) Joe McGhee, Chance Raser, Steve Selvert, _____, _____ be authorized to execute and sign documents on behalf of said corporate the following documents:

1. The Proposal
2. The Contract
3. The Bond
4. Payrolls
5. Claims
6. Supplemental Agreements
7. Extension of Time
8. Request for Force Account Work
9. All other papers necessary for the conduct of the corporation's affairs and the execution of the contract.
10. Subcontracts

The powers and duties herein granted shall be and is hereby granted for the duration of the contract for the construction of General Utility Projects JOC, Job No. 321000249 Project No. TBD, or until express notice of revocation has been duly given in writing, whichever is the lesser period.

Dated and passed by the Board of Directors this 2 day of March, 2020

| (SIGNATURE OF PERSONS AUTHORIZED TO SIGN) | (TITLE) | (DOCUMENT NO) |
|---|---|---|
| Joe McGhee | Joe McGhee, JOC Director | 5-9 |
| Chance Raser, PE (Digitally signed by Chance Raser, PE) | Chance Raser, Pre-Con Director | 5-9 |
| | Steve Selvert, Senor Project Manager | 5-9 |

## CERTIFICATE

STATE OF Arizona )
) ss.
COUNTY OF Maricopa )

I, Zany Haydon of the Haydon Building Corp, a corporation do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, by unanimous written consent on 2.3.2021 (DATE) and that the same is in full force and effect at this time.

Dated 2.3.2021

(OFFICER OF THE CORPORATION)

(Seal of Corporation)

HAYDON BUILDING CORP INCORPORATED 1995 ARIZONA

STATE OF Arizona ) s.s.
COUNTY OF Maricopa

This instrument was acknowledged before me this 3 day of February, 2021 by Zany Haydon appearing before the undersigned Notary Public, and stated that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

(NOTARY PUBLIC)

My Commission Expires: March 1, 2022

DEBBIE A. O'CONNER
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
March 1, 2022

**EXHIBIT B**
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025067

[Proposal and Fee Schedule]

See following pages.

May 15, 2024

Steve Riley
City of Buckeye
530 E. Monroe
Buckeye AZ, 85326

RE: Southern Avenue and Apache Road Intersection

Dear Mr. Riley:

Haydon is pleased to submit this proposal to the City of Buckeye for the Southern Ave and Apache road traffic signal and intersection improvements.

The total for this proposal is $1,901,472.89.

Should you have any questions or need additional information, please do not hesitate to contact me at 602.686.0232 or at jmalone@haydonbc.com

Sincerely,

Joe Malone
Senior Vice President

Enclosures

**CITY OF BUCKEYE**

**SOUTHERN AVENUE APACHE ROAD INTERSECTION**

**HAYDON BUILDING CORP. PROJECT ESTIMATE NUMBER: 24-020-01**

## GMP Total - $ 1,901,472.89

**Scope of Work**

CITY OF BUCKEYE SOUTHERN AVENUE AND APACHE ROAD INTERSECTION AND TRAFFIC SIGNAL

1. **Scope of Work:** This Proposal has been developed for new traffic signals at the Southern Ave and Apache Road intersection. The basis of this estimate is for traffic signal scope. Allowances for roadway improvements at the SW corner of the intersection that have been added per scoping meeting on 02/20/2024. The current roadway conditions are not reflective of the construction documents and the City will utilize the available allowance dollars for roadway items on an as needed basis to complete the intersection in combination with 3rd party improvements by others.

2. **Anticipated Start**: Advanced NTP is necessary for procurement of traffic signal components and long lead items. Advanced NTP to be 06/13/2024. Construction mobilization to occur on 02/07/2025 based upon lead times. Revised start dates will occur if the city decides to utilize the readily available NOVA Poles.

3. **Schedule of Values:** See the attached Schedule of Values (Appendix A)

4. **List of Plans and Specifications:** Haydon is basing this proposal on the information received from the City of Buckeye
   - **A.** APPROVED - 3R - ENGMJRCIP-19-10000 - CIP - Southern and Apache - Interim Intersection Improvements - Plans Partial
   - **B.** APPROVED - TS Southern and Apache - Interim Intersection Improvements – Lokahi, LLC sheets 52-56
5. **List of Appendices attached:**
   - **A.** Schedule of Values
   - **B.** Clarifications, Inclusions, and Exclusions
   - **C.** CPM Schedule

**Appendix A: Schedule of Values**

See Attached Schedule of Values.

HAYDON COMPANIES, LLC
4640 E. Cotton Gin Loop
Phoenix, Arizona 85040
Office: 602-296-1496 / Fax: 602-296-1457

HAYDON

**City of Buckeye**

## Apache & Southern SW Corner Improvements

Date submitted: 4/10/2024
Estimate #: 24-020-01
Plans Dated 6-09-2022

| Item No. | Description | UM | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| | **GENERAL ITEMS & ALLOWANCES** | | | | |
| 10 | QC ALLOWANCE | LS | 1 | $5,000.00 | $ 5,000.00 |
| 20 | SURVEY ALLOWANCE | LS | 1 | $7,500.00 | $ 7,500.00 |
| 30 | TRAFFIC CONTROL ALLOWANCE | LS | 1 | $10,500.00 | $ 10,500.00 |
| 40 | APS ALLOWANCE | LS | 1 | $30,000.00 | $ 30,000.00 |
| | **SUBTOTAL GENERAL ITEMS** | | | | **$53,000.00** |
| | **ROADWAY AND CONCRETE ALLOWANCES** | | | | |
| 100 | VALVE & MANHOLE ADJUSTMENTS ALLOWANCE | LS | 1 | $5,000.00 | $ 5,000.00 |
| 110 | MISC GRADING | SF | 2,000 | $19.39 | $ 38,780.00 |
| 120 | 6' SIDEWALK | SF | 6,000 | $7.47 | $ 44,820.00 |
| 130 | SIDEWALK RAMP | EA | 1 | $13,025.53 | $ 13,025.53 |
| 140 | CURB & GUTTER | LF | 1,000 | $38.46 | $ 38,460.00 |
| 150 | TEMP PAVING - 3" AC ON 8" AB | SY | 2,000 | $60.08 | $ 120,160.00 |
| 160 | PERMANENT PAVING - 6" AC ON 12' AB | SY | 1,000 | $111.28 | $ 111,280.00 |
| 170 | STRIPING | LS | 1 | $13,628.30 | $ 13,628.30 |
| | **SUBTOTAL ROADWAY AND CONCRETE** | | | | **$385,153.83** |
| | **ELECTRICAL** | | | | |
| 200 | 2" PVC | LF | 2,820 | $40.67 | $ 114,689.40 |
| 210 | 2.5" PVC | LF | 100 | $59.22 | $ 5,922.00 |
| 220 | 3" PVC | LF | 2,060 | $43.14 | $ 88,868.40 |
| 230 | PPB FOUNDATION | EA | 4 | $1,648.47 | $ 6,593.88 |
| 240 | TYPE G FND. ADOT | EA | 4 | $2,817.06 | $ 11,268.24 |
| 250 | TYPE R OR Q FND ADOT | EA | 2 | $5,243.22 | $ 10,486.44 |
| 260 | TYPE B FND. BUCKEYE | EA | 2 | $9,665.46 | $ 19,330.92 |
| 270 | METER PED FND | EA | 1 | $3,504.81 | $ 3,504.81 |
| 280 | BATTERY BACKUP FND | EA | 1 | $3,504.81 | $ 3,504.81 |
| 290 | CONTROLLER FND | EA | 1 | $3,504.81 | $ 3,504.81 |
| 300 | METER PED CABINET | EA | 1 | $9,585.07 | $ 9,585.07 |
| 310 | BAT BACKUP CABINET | EA | 1 | $15,409.83 | $ 15,409.83 |
| 320 | CONTROLLER & CABINET | EA | 1 | $48,955.90 | $ 48,955.90 |
| 330 | PED PB POST | EA | 4 | $2,021.48 | $ 8,085.92 |
| 340 | TYPE G ADOT W/ 10' LMA | EA | 4 | $11,565.37 | $ 46,261.48 |
| 350 | TYPE R W/45' SMA & 20' LMA | EA | 1 | $41,592.26 | $ 41,592.26 |
| 360 | TYPE R W/ 50' SMA & 20' LMA | EA | 1 | $42,424.65 | $ 42,424.65 |
| 370 | TYPE B TROMBONE W/ 55' SMA & 20' LMA | EA | 2 | $109,571.99 | $ 219,143.98 |
| 380 | PED PB W/ SIGNS | EA | 8 | $1,155.64 | $ 9,245.12 |
| 390 | EVP SYSTEM | EA | 1 | $20,916.17 | $ 20,916.17 |
| 400 | SIGNAL FACE TYPE F | EA | 18 | $1,555.45 | $ 27,998.10 |
| 410 | SIGNAL FACE TYPE Q | EA | 4 | $1,766.56 | $ 7,066.24 |
| 420 | SIGNAL FACE TYPE Q - 2 | EA | 4 | $1,806.81 | $ 7,227.24 |
| 430 | COUNTDOWN PED HEAD | EA | 8 | $954.39 | $ 7,635.12 |
| 440 | TS MOUNTING ASSEM. TYPE II | EA | 6 | $432.91 | $ 2,597.46 |
| 450 | TS MOUNTING ASSEM. TYPE V | EA | 8 | $1,123.44 | $ 8,987.52 |
| 460 | TS MOUNTING ASSEM. TYPE VII | EA | 4 | $1,155.64 | $ 4,622.56 |

HAYDON COMPANIES, LLC
4640 E. Cotton Gin Loop
Phoenix, Arizona 85040
Office: 602-296-1496 / Fax: 602-296-1457

HAYDON

**City of Buckeye**

## Apache & Southern SW Corner Improvements

Date submitted: 4/10/2024
Estimate #: 24-020-01
Plans Dated 6-09-2022

| Item No. | Description | UM | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| 470 | TS MOUNTING ASSEM. TYPE XI | EA | 4 | $881.04 | $ 3,524.16 |
| 480 | LED LUMINAIRE | EA | 8 | $1,530.78 | $ 12,246.24 |
| 490 | IINS | EA | 4 | $8,852.15 | $ 35,408.60 |
| 500 | ELECTRICAL CONDUCTORS | LS | 1 | $61,708.89 | $ 61,708.89 |
| 510 | VDC 2 - CAMERA SYSTEM | EA | 1 | $49,174.13 | $ 49,174.13 |
| 520 | #5 PULL BOX | EA | 4 | $2,146.68 | $ 8,586.72 |
| 530 | #7 PULL BOX W/ EXT | EA | 4 | $2,771.01 | $ 11,084.04 |
| 540 | #9 VAULT | EA | 1 | $8,601.10 | $ 8,601.10 |
| 550 | ELECTRIC SERVICE | LS | 1 | $3,874.76 | $ 3,874.76 |
| 560 | CCTV | EA | 1 | $9,760.32 | $ 9,760.32 |
| | **SUBTOTAL ELECTRICAL** | | | | **$ 999,397.29** |
| | **CONSTRUCTION TOTAL DIRECT COST** | | | | **$ 1,437,551.12** |
| | **A. Direct Cost Subtotal:** | | | | **$ 1,437,551.12** |
| A1 | CONTRACTOR CONTINGENCY | | | | $ - |
| | **A. Total Direct Cost** | | | | **$ 1,437,551.12** |
| B | GENERAL CONDITIONS (Corporate Overhead) | | 5.00% | | **$ 71,877.56** |
| | **B. SUBTOTAL 1 (COST OF THE WORK)** | | | | **$ 1,509,428.68** |
| C | CONSTRUCTION MANAGEMENT FEE (Profit) | | 6.79% | | **$ 102,490.21** |
| | **C. SUBTOTAL 2** | | | | **$ 1,611,918.88** |
| D1 | BONDS | | 0.98% | | **$ 15,796.81** |
| D2 | INSURANCE | | 0.99% | | **$ 15,958.00** |
| D2 | BUILDER'S RISK INSURANCE | | 0.45% | | **$ 7,253.63** |
| | **D. SUBTOTAL 3** | | | | **$ 1,650,927.32** |
| E1 | SALES TAX | | 6.05% | | **$ 99,881.10** |
| | **E. SUBTOTAL 4** | | | | **$ 1,750,808.42** |
| F1 | OWNER CONTINGENCY | | 5.00% | | **$ 87,540.42** |
| | **F. SUBTOTAL 5** | | | | **$ 1,838,348.84** |
| | | | | | $ - |
| | **TOTAL** | | | | **$ 1,838,348.84** |
| | **ADD ALTERNATE FOR ADDITIONAL POLE** | | | **Unit Price** | **(Fully Loaded)** |
| | ALT - TYPE Q POLE ADOT W/ 35' SMA & 10' LMA (ALT | EA | 1 | $44,118.49 | $ 56,418.99 |
| | ALT - TYPE R OR Q FND ADOT | EA | 1 | $5,243.22 | $ 6,705.06 |
| | **SUBTOTAL ELECTRICAL** | | | | **$ 63,124.05** |
| | **TOTAL WITH ALTERNATES** | | | | **$ 1,901,472.89** |

**Appendix B: Clarifications, Inclusions, and Exclusions**

**GMP CLARIFICATIONS, INCLUSIONS, AND EXCLUSIONS**

1. **Scheduling and Phasing**
    - **a.** Schedule- This GMP is based on a 3-month construction duration.
    - **b.** For the purpose of this GMP, no weather days have been added to the schedule. If adverse weather days do occur, it may adversely affect the schedule. A weather-related delay may be claimed on days where rainfall did not actually occur but follows a day of heavy rain that has impacted the schedule. If the project experiences weather-related delays, the Contractor shall be entitled to negotiate extension of time associated with the delays and/or a Price adjustment for additional costs associated with but not limited to General Conditions, accelerations, etc.
    - **c.** Work Hours – This GMP is based on an 8-hour work shift Monday through Friday. Night and weekend work shall be for restrictive activities as agreed upon with the City of Buckeye or as required to fulfill off-peak activities as coordinated with and agreed to by the City of Buckeye.
    - **d.** Phasing-
        - i. Access provided to SW corner of intersection for Roadway improvement scope. Additionally, ROW access will be provided at all corners of the intersection for traffic signal installation.

2. **Project Clarifications**
    - **a.** This Project is proposed to be administered as a Unit Price Guaranteed Maximum Price Contract as clarified by the work item unit prices as approved by the City of Buckeye. Fee structures and markups shall apply to all direct costs, general conditions, change orders, and owner contingency. The final price shall be based on field measurements, and final approved units along with contingency and change orders.
    - **b.** Contractor Contingency – Has not been included for this project.
    - **c.** Owner's Contingency – has been held at 5%
    - **d.** Hard dig - Trench excavation that cannot be productively excavated utilizing a standard CAT 330 series excavator will be considered hard dig. In the instance a hard dig condition occurs the City of Buckeye, and Haydon representative will mutually agree, and the item will be tracked under Time and Materials with all applicable markup, or under owner contingency.
    - **e.** Applicable change orders are to include overhead, profit, insurance, bonds, and sales tax.
    - **f.** Contractor coordination- Haydon will coordinate with "other" contractors in a good faith effort with the expectation the other contractors will do the same.
    - **g.** Subcontractor and Supplier Pricing- GMP based on awarded subcontractor and supplier values, qualifications, and inclusions/ exclusions.
    - **h.** Notice to Proceed (NTP) shall be mutually agreed upon by City of Buckeye and the CMAR.
    - **i.** This GMP excludes all costs associated with City of Buckeye permits and fees. The GMP does include the dust control and SWPPP permit as allowance items.
    - **j.** Allowance items - Allowance items are the best estimate of the cost of the work for which scope has not been confirmed. The Allowance quantity and unit price values are

not guaranteed and are subject to adjustment by mutual agreement between the City of Buckeye and the CMAR as the price is confirmed. Final cost increases/ decreases in cost will be funded/ credited to the owner's contingency.

**k.** If the existing soil is found to be unsuitable in areas the CMAR intends to backfill with native material haul off and replacement of material will be handled through change order.

**l.** No Geotech Report or as-builts were provided or incorporated into this GMP.

**m.** Meter pedestal provided Tesco alternate to Meyers due to lead time

**n.** Alpha BBS does not provide Lithium Batteries. Provided NiCad per Alpha. Current lead times for Valmont poles = 24+ weeks (2 week Submittal prep + 2 week Submittal Review + 20 week fabrication). Valmont does not start Submittal prep until an executed PO is received.

**o.** Does not include any off-duty officers.

**p.** Does not include relocation of electrical vault in Future south bound lanes on SW corner of intersection.

**q.** Items 10-170 are considered allowance items and can be modified based upon field and or design change directives from the City of Buckeye

**r.** Alternates: R Pole with 35'SMA and 10' LMA at G Pole location on construction documents. These are included as line items in the GMP.

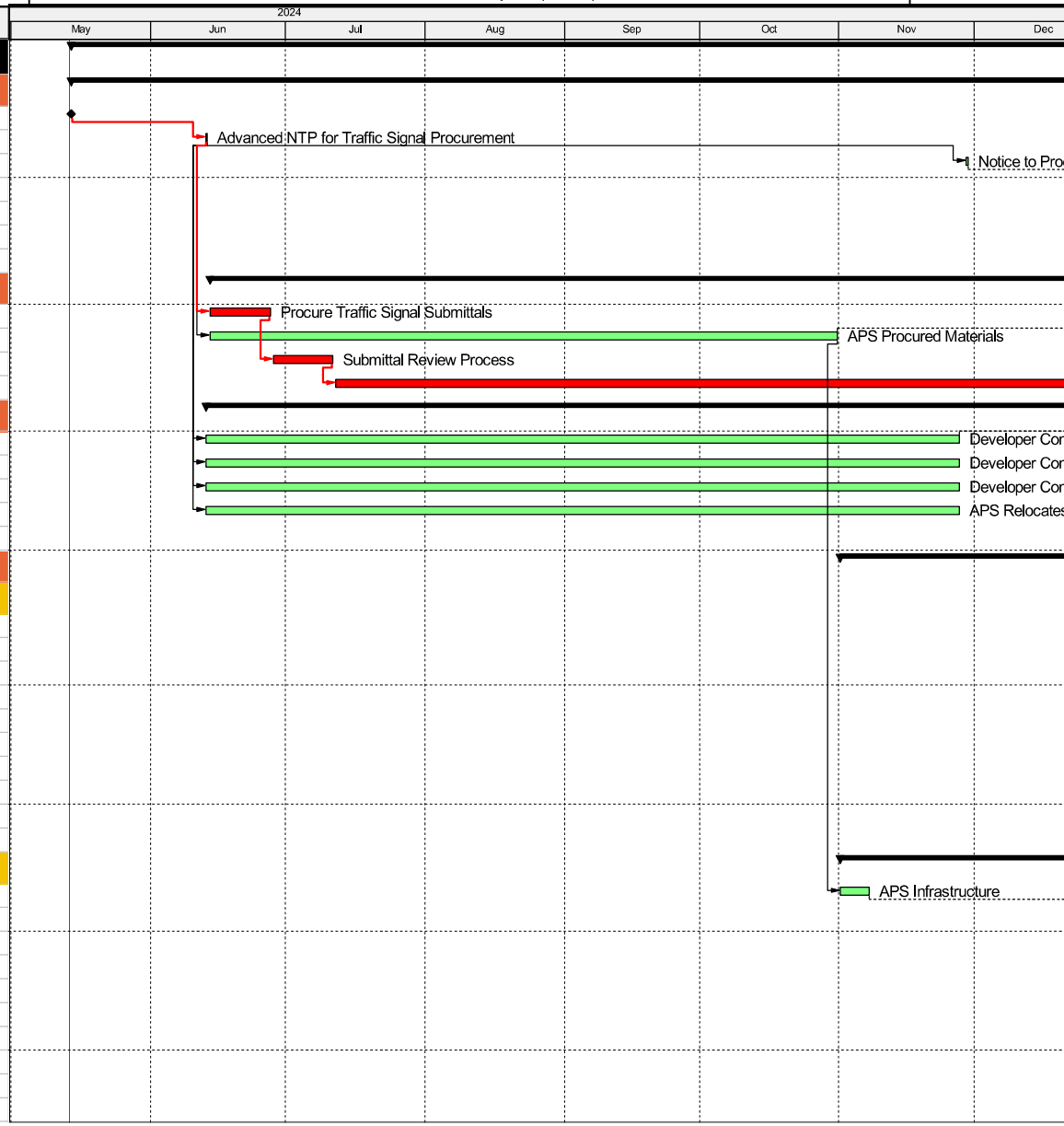
**Appendix C: CPM Schedule**

See attached Preliminary Schedule

Buckeye - Southern Apache Intersection Improvements

0 - Classic WBS Layout ( New )

| Activity ID | Activity Name | Original Duration | Remaining Duration | Start | Finish |
|---|---|---|---|---|---|
| **Buckeye - Southern & Apache Intersection Impr** | | 234 | 234 | 14-May-24 | 04-Apr-25 |
| **Milestones** | | 234 | 234 | 14-May-24 | 04-Apr-25 |
| A1350 | Buckeye City Council Approval | 0 | 0 | 14-May-24 | |
| A1000 | Advanced NTP for Traffic Signal Procurement | 1 | 1 | 13-Jun-24 | 13-Jun-24 |
| A1010 | Notice to Proceed - Construction | 1 | 1 | 29-Nov-24 | 29-Nov-24 |
| A1020 | Mobilization | 10 | 10 | 27-Dec-24 | 09-Jan-25 |
| A1030 | Substantial Completion | 1 | 1 | 21-Mar-25 | 21-Mar-25 |
| A1040 | Punchlist | 10 | 10 | 24-Mar-25 | 04-Apr-25 |
| A1050 | Final Completion | 0 | 0 | | 04-Apr-25 |
| **Long Lead Items** | | 140 | 140 | 14-Jun-24 | 26-Dec-24 |
| A1070 | Procure Traffic Signal Submittals | 10 | 10 | 14-Jun-24 | 27-Jun-24 |
| A1090 | APS Procured Materials | 100 | 100 | 14-Jun-24 | 31-Oct-24 |
| A1080 | Submittal Review Process | 10 | 10 | 28-Jun-24 | 11-Jul-24 |
| A1100 | Traffic Signal Material Procurement | 120 | 120 | 12-Jul-24 | 26-Dec-24 |
| **Work By Others** | | 200 | 200 | 13-Jun-24 | 19-Mar-25 |
| A1110 | Developer Complete Northwest Corner | 120 | 120 | 13-Jun-24 | 27-Nov-24 |
| A1120 | Developer Complete Northeast Corner | 120 | 120 | 13-Jun-24 | 27-Nov-24 |
| A1130 | Developer Complete Southeast Corner | 120 | 120 | 13-Jun-24 | 27-Nov-24 |
| A1140 | APS Relocates | 120 | 120 | 13-Jun-24 | 27-Nov-24 |
| A1060 | APS Energize Traffic Signals | 5 | 5 | 13-Mar-25 | 19-Mar-25 |
| **Construction** | | 100 | 100 | 01-Nov-24 | 20-Mar-25 |
| **SW Corner Improvements** | | 23 | 23 | 10-Jan-25 | 11-Feb-25 |
| A1150 | Removals | 2 | 2 | 10-Jan-25 | 13-Jan-25 |
| A1160 | Regrade New SW Corner Limits | 3 | 3 | 24-Jan-25 | 28-Jan-25 |
| A1170 | FPS Curb & Gutter | 3 | 3 | 29-Jan-25 | 31-Jan-25 |
| A1180 | Place ABC | 1 | 1 | 03-Feb-25 | 03-Feb-25 |
| A1240 | FPS Sidewalk Ramps | 3 | 3 | 03-Feb-25 | 05-Feb-25 |
| A1190 | Finegrade ABC | 2 | 2 | 04-Feb-25 | 05-Feb-25 |
| A1200 | Pave 3/4" Base 4" | 1 | 1 | 06-Feb-25 | 06-Feb-25 |
| A1210 | Pave 1/2" Top Lift 2" | 1 | 1 | 07-Feb-25 | 07-Feb-25 |
| A1220 | Adjust MHs & Vavles | 1 | 1 | 10-Feb-25 | 10-Feb-25 |
| A1230 | Temp Stripe | 1 | 1 | 11-Feb-25 | 11-Feb-25 |
| **Traffic Signal** | | 100 | 100 | 01-Nov-24 | 20-Mar-25 |
| A1250 | APS Infrastructure | 5 | 5 | 01-Nov-24 | 07-Nov-24 |
| A1280 | Install TS Conduit - Box Intersection | 10 | 10 | 10-Jan-25 | 23-Jan-25 |
| A1290 | Install TS Pullboxes | 1 | 1 | 31-Jan-25 | 31-Jan-25 |
| A1300 | Exc & Pour TS Foundations | 5 | 5 | 03-Feb-25 | 07-Feb-25 |
| A1260 | Set Equipment | 3 | 3 | 10-Feb-25 | 12-Feb-25 |
| A1310 | Cure Time - Foundations | 7 | 7 | 10-Feb-25 | 18-Feb-25 |
| A1320 | Set Poles | 3 | 3 | 19-Feb-25 | 21-Feb-25 |
| A1330 | Set Mast Arms & Signal Heads | 3 | 3 | 24-Feb-25 | 26-Feb-25 |
| A1270 | APS Set Meter | 10 | 10 | 27-Feb-25 | 12-Mar-25 |
| A1340 | Test Signals | 1 | 1 | 20-Mar-25 | 20-Mar-25 |



**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.S. ENG - CIP No. 105260 Roadway Improvements Miller Road, Durango Street to Lower Buckeye Road - J. Banicki Construction Inc. |
| **DATE PREPARED:** 07/31/24 | **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 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.

## 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. Construction Contract No. 2024173, CIP No. 105260, with the Contractor is intended to construct widening Miller Road to the ultimate roadway width between Lower Buckeye Road and Durango Street. This will include improvements to the west half of the street as required at intersections.

**BENEFITS:**
Various safety and economic benefits to infrastructure will follow this project. It will enhance traffic flow by adding lanes, reducing congestion and potential rear-end collisions. The addition of dedicated turn lanes and improved lane markings will enhance intersection safety and mitigate hazards associated with current intermittent turn accommodations. Pedestrian safety will improve with the installation of curbs, gutters, and sidewalks where absent, providing safer pathways separate from vehicular traffic. Clearer signage and improved visibility will further enhance safety for all road users. Additionally, preparing for future growth with the ultimate 7-lane configuration ensures the road can accommodate increased traffic volumes safely and efficiently.

**FUTURE ACTION:**
Completion and delivery of the proper Roadway Improvements on Miller Road, Durango Street to Lower Buckeye Road.

**FINANCIAL IMPACT STATEMENT:**
The project is programmed in the CIP program in FY25. The total cost of this contract is in the amount of $11,018,061.47.

**CURRENT FISCAL YEAR TOTAL COST:**
The total cost of this CCPA contract is in the amount of $11,018,061.47.

**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:**
J. Banicki Constructions, Inc #2024173.pdf
CIP105260_8x10.pdf

**CONSTRUCTION CONTRACT**
**BETWEEN**
**CITY OF BUCKEYE**
**AND**
**J. BANICKI CONSTRUCTION, INC.**

**Contract No. 2024173**

THIS CONTRACT is entered into as of _____, by and between the CITY OF BUCKEYE, an Arizona municipal Corporation ("City") and J. Banicki Construction, Inc., an Arizona corporation ("Contractor"). The terms of this Contract are to be construed consistently with the other Contract Documents enumerated in Article 1 of the General Conditions of the Construction Contract, attached hereto as **Exhibit A** and incorporated herein by reference.

In consideration of the mutual promises of the parties, the City and the Contractor agree as follows:

1. THE WORK: The Contractor shall furnish all labor, materials, equipment, and services, as more fully set forth in **Exhibit B**, attached hereto and incorporated herein by reference, as required to complete the Miller Road Expansion – Durango to Lower Buckeye project, as more fully set forth in **Exhibit C**, attached hereto and incorporated herein by reference.

2. CONTRACT TIME: The Contractor shall commence the Work only if and when directed in a written Notice to Proceed signed by the City. Substantial Completion, as defined herein, shall be achieved within **Two Hundred Seventy-Five (275) calendar days**. In view of the difficulty or impossibility of determining the City's damages from delay, should the Contractor fail to achieve Substantial Completion by that date, as extended by any City approved Change Orders, the Contractor agrees to pay and will pay to the City, in addition to all other sums pursuant to the Contract Documents, the sum of **One Thousand Seven Hundred and Eighty Dollars and Zero Cents ($1,780.00)** for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the Contract Price as it becomes due. Should liquidated damages exceed the Contract Price due or to become due, then the Contractor shall pay the City the difference within three (3) days of receipt of written demand.

3. CONTRACT PRICE: Subject to increases and decreases for Change Orders in accordance with the Contract Documents, the City shall pay to the Contractor the following Contract Price, in progress payments as provided in the Contract Documents **Eleven Million Eighteen Thousand Sixty-One Dollars and Forty-Seven Cents ($11,018,061.47)**.

4. SUPPLEMENTAL TERMS AND CONDITIONS: The following supplemental terms and conditions and/or documents are part of this Contract:

A. General Conditions of the Construction Contract.
B. Contractor Bid Forms.
C. Plans and Specifications.
D. Insurance Requirements
E. Payment and Performance Bonds.

5. BONDS: The Contractor shall provide all required bonds in the forms attached hereto as **Exhibit E**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

**CITY:**

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

**CONTRACTOR:**

J. BANICKI CONSTRUCTION, INC.,
an Arizona corporation

Mike Abraham

Mike Abraham, President



Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAJYyKDqHnlKEhaL2mBFjGGLElGkNfoOyc

**EXHIBIT A**
**TO**
**CONSTRUCTION CONTRACT**
**BETWEEN**
**CITY OF BUCKEYE**
**AND**
**J. BANICKI CONSTRUCTION, INC.**

(General Conditions)

See following pages.

**GENERAL CONDITIONS**
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## ARTICLE 1
## GENERAL DEFINITIONS

"Addenda" means clarifications or changes in the Work provided to bidders in writing prior to the public bid on the Contract.

"Contract Documents" or "Contract" means the Construction Contract Between City and Contractor, the General Conditions of the Construction Contract, any Supplemental Conditions of the Construction Contract, the Drawings, the Specifications, the Performance and Payment Bonds, the Project Manual, Addenda and Modifications.

"Date of Substantial Completion" shall be the date certified by the City that the work is in the Condition defined herein as substantial completion.

"Day" means calendar day unless specifically otherwise provided herein or by law.

"Modifications" means Change Orders signed by the City, or other written amendments signed by both the City and the Contractor at or after the execution of the Contract, or the City's written interpretations or directions for minor changes in the Work. A "minor change" is defined as one having no impact on cost or time or the City's approved design intent, as determined by the City.

"Project" means all components of the improvements to be constructed for the City, regardless of whether the Work is all or only a part.

"Project Manual" means the written volume so titled which includes the bid documents, sample forms, specifications, and description of the project.

"Substantial Completion" means the Contractor's work is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work or designated portion thereof for the use for which it is intended.

"Work" consists of all labor (including supervision), materials, equipment, supplies and other items reasonably required to construct all or a portion of the Project according to the Contract Documents.

## ARTICLE 2
## INTENT

A. The Contract represents the entire and integrated agreement between the City and the Contractor, and it supersedes all prior oral or written negotiations, representations or agreements. The Contract may only be changed by written modifications, and the Contractor understands and agrees that if the Contractor proceeds with any work upon verbal request only, Contractor is agreeing by his conduct that such work, or change in the work, constitutes a minor change.

B. The Contract Documents are to include all items reasonably necessary to construct the Work, expressly or by inference. Words and abbreviations which have well-known technical, or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

## ARTICLE 3
## CONTRACTOR

A. The Contractor is the individual or legal entity identified in the Contract Documents who is licensed to perform the Work under the laws of the State of Arizona. The Contractor shall only use duly licensed Subcontractors in connection with the Work, subject to the provisions for City approval contained in the Contract Documents.

## ARTICLE 4
## OTHER CONTRACTORS AND COOPERATION

A. The City reserves the right to award other contracts related to the Project, or to perform certain work itself. Such other work may or may not be known to the City or disclosed to the Contractor prior to bidding this project. The Contractor shall afford the City and other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly coordinate its Work with theirs in such manner as the City may direct. The Contractor shall also assure at its own cost reasonable access of other contractors to the site and their work.

B. Upon request of the Contractor, the City will provide the Contractor with a copy of all plans, specifications, schedules and other data relating to other contracts or work. The Contractor shall thoroughly examine these documents and shall within three (3) days of completing such examination notify the City in writing of any conflicts with the Work to be performed by the Contractor. In no event shall such notice be given so late as to interfere with or delay the work to be performed by the Contractor. Failure of the Contractor to request, review, or provide written notice as provided above shall constitute a waiver of any objections or claims the Contractor may have as a result of the necessity to coordinate the Contractor's work with other activities.

C. Should the Contractor sustain any damage through any act or omission of any other contractor, Contractor shall have no claim or cause of action against the City for such damage and hereby waives any such claim. The Contractor does not waive any claim or cause of action against any other contractor or subcontractor to recover any and all damages sustained by reason of the acts or omissions of such other contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any reasonable delay on the part of any such other contractor, whether due to negligence, gross negligence, inadvertence or any other cause.

D. Should the Contractor cause damage to the work or property of any other contractor or of the City, the Contractor shall upon receiving due notice, promptly attempt to settle with such other contractor by agreement, repair or otherwise to resolve the dispute. If such separate contractor sues or initiates a proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall, to the fullest extent permitted by law, indemnify and hold harmless for, from, and against defend such proceedings, and if any

judgment or award against the City arises there from the Contractor shall pay or satisfy it and shall reimburse the City for all attorney's fees and court or other costs that the City has incurred.

## ARTICLE 5
## SITE CONDITIONS AND ENVIRONMENTAL MATTERS

A. The Contractor shall thoroughly acquaint himself with all available information concerning the conditions of the Work and is responsible for correctly and fully estimating the difficulty and cost of successfully performing the Work.

B. The Contractor agrees that it has thoroughly examined the site, plans and specifications, boring data and all other soils information and as-built data made available and by submission of the bid herein avows that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or existing obstacles to be encountered. The Contractor acknowledges that boring data and other soils information and as-built data made available is only a general indication of materials and/or conditions likely to be found adjacent to holes bored or in existing structures or facilities or other areas. If the Contractor determines that the information is erroneous, inadequate or ambiguous, it shall immediately report its conclusions to the City in writing. If the Contractor determines that the information is erroneous, inadequate, or ambiguous, and after reporting its conclusions to the City, remains dissatisfied or uninformed, the Contractor shall refrain from submitting a bid, or if the Contractor does submit a bid, the Contractor shall be deemed to have waived any claim it may have as the result of the alleged erroneous, inadequate or ambiguous information.

C. The Contractor shall immediately, and before such conditions are disturbed, notify the City in writing of:

1. Subsurface or latent physical conditions encountered at the site which differ materially from those indicated in the Contract and which were not known by the Contractor or could not have been discovered by careful examination and investigation of the information available at bid time and which could adversely affect the timely performance of the Work or its cost; or

2. Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in Work of the character provided for in the Contract.

D. The City shall within ten (10) days, or such other reasonable time as necessary, investigate the conditions discovered. If the City find that conditions are so materially different as to support an equitable adjustment in the Contract Price or the Contract Time, this will be done by written Change Order. If the City determine that no Change Order will be issued, the Contractor shall continue with the Work at no additional cost and under no change in Contract Time.

E. No claim by the Contractor for an increase in the Contract Price or Contract Time hereunder shall be allowed without proper advance notice and an adequate opportunity for the City to investigate.

F. Environmental Matters: Contractor shall provide or cause to be provided a copy of this Section (Environmental Matters) to each Subcontractor and each Sub-subcontractor participating in the Work.

1. Definitions. The following terms will have their respective designated meanings:

"**Environmental Law**" means any and all laws, ordinances, regulations, rules and administrative and court decisions (federal, state and local) now or hereafter in effect and as in effect from time to time and as amended from time to time pertaining to environmental conditions or to protection or regulation of the environment (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.); the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901, et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. Section 2601, et seq.); the Superfund Amendments and Reauthorization Act of 1986, Title III (42 U.S.C. Section 11001 et seq.); the Clean Air Act (42 U.S.C. Section 7401, et seq.); the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.); the Safe Drinking Water Act (42 U.S.C. Section 300f, et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.); the Oil Pollution Act (33 U.S.C. Section 2701 et seq.); the Arizona Environmental Quality Act (A.R.S. Section 49-101, et seq.); the Arizona Underground Storage Tank Act (A.R.S. Section 49-1001, et seq.); the Arizona Water Quality Assurance Revolving Fund Act (A.R.S. Section 49-281, et seq.) and any successor statutes to the foregoing and any regulations, rules or guidelines promulgated pursuant thereto.)

"**Hazardous Substance**" means any of the following: (i) any petroleum, oil, gasoline, kerosene, other petroleum product, flammable substance, volatile organic compound, volatile solvent, explosive, asbestos, polychlorinated biphenyl, dioxin, toxic herbicide or pesticide, radioactive material, radon gas and materials containing formaldehyde; (ii) any material, substance or waste now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "extremely hazardous substances," "restricted hazardous wastes," "toxic substances," "regulated substances," "solid wastes," "pollutant," or "contaminant" or words of similar import in any Environmental Law; (iii) any other material, substance or waste now or hereafter classified or regulated as "hazardous" or "toxic" under any Environmental Law; (iv) any material, substance or waste now or hereafter listed in the United States Department of Transportation Table (49 CFR 172.101) or classified by the United States Environmental Protection Agency as "hazardous" (40 CFR Part 302) or in any successor or replacement tables or classifications as in effect from time to time; and (v) any Hazardous Waste.

"**Hazardous Waste**" means "hazardous waste", as defined in the Resource Conversation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time (including, without limitation, any such waste resulting from removal of, demolition of, modifications of or additions to part or all of any existing structure, facility or equipment).

"**Contractor Hazardous Waste**" means any Hazardous Waste arising during or from the Work that is generated by the acts or omissions of Contractor, a Subcontractor or any Sub-subcontractor (including, without limitation, a Contractor Release) and that is not City Hazardous Waste.

"**City Hazardous Waste**" means Hazardous Waste (i) that consists of Hazardous Substances in any existing structure, facility or equipment on City's property or otherwise present on City's property at commencement of the Work, and (ii) that has become Hazardous Waste due to any part of the Work. However, City Hazardous Waste does not include any Hazardous Substance that has become a Hazardous Waste due to any Contractor Release.

"**Project Hazardous Waste**" means any Hazardous Waste arising on City's property from the Work (including, without limitation, Contractor Hazardous Waste and City Hazardous Waste), regardless of: (a) whether generated by the acts or omissions of City, Contractor, a Subcontractor or a Sub-subcontractor; (b) whether it consists of Hazardous Substances that were on or in City's property at commencement of the Work and that have become Hazardous Waste in the course of the Work; and (c) whether it consists of Hazardous Substances that are brought on to City's property for or during the Work by Contractor, a Subcontractor or a Sub-subcontractor and that have become Hazardous Waste in the course of the Work.

"**OSHA**" means the Federal Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time.

"**Release**" means any discharging, disposing, dumping, emitting, emptying, escaping, injecting, leaching, leaking, pouring, pumping, releasing, spilling, or similar action or event.

"**Contractor Release**" means a Release of a Hazardous Substance (including, without limitation, Hazardous Substances that were on or in City's property at commencement of the Work) arising from acts or omissions of Contractor or any Subcontractor or Sub-subcontractor or their employees or workers. However, Contractor Release does not include Releases of pre-existing Hazardous Substances on City's property of which City had not made Contractor aware and as to which Contractor, Subcontractors and Sub-subcontractors acted reasonably.

G. General Requirements.

1. Compliance with Environmental Law and OSHA. Contractor shall comply with, and shall cause all Subcontractors and Sub-subcontractors to comply with, this section and with all Environmental Law and OSHA applicable to (i) Contractor, (ii) Subcontractors, (iii) Subsubcontractors, (iv) the Work and (v) all of their activities in respect of the Work.

2. Hazardous Substances. (i) Hazardous Substances may be transported to and from and stored, used and be present on City's property in such quantities as are generally recognized to be usual and customary for performance of the Work. (ii) Hazardous Waste may be generated on City's property of such kinds and in such quantities as are generally recognized to be usual and customary in connection with performance of the Work. Hazardous Waste so generated may be stored temporarily on City's property. (iii) Prior to final completion of the Work, Contractor shall

remove or cause to be removed from City's property and disposed of in accordance with Environmental Law and OSHA any Hazardous Substances (other than Project Hazardous Waste) brought onto City's property during the Work or used in connection with the Work. (iv) Other than as provided in (i), (ii) and (iii), Contractor shall not, and Contractor shall cause all Subcontractors and Sub-subcontractors to not, dispose of, generate, manufacture, process, produce, Release, treat or otherwise store, use or have in or on or transport to or from City's property any Hazardous Substance, regardless of whether the Hazardous Substance is preexisting on City's property or otherwise.

3. Releases of Hazardous Substances. Upon any Release of any Hazardous Substance in connection with the Work, whether relating to a pre-existing condition on City's property (for example, arising from any demolition of, modification of, or addition to any structure, facility or equipment) or relating to acts or omissions of Contractor, a Subcontractor or a Sub subcontractor, Contractor shall take any immediate action reasonably necessary to contain the Release. City may elect to have Contractor control and carry out any containment, clean-up, removal and remediation activity. Alternatively, City shall have the right to elect to control and carry out any containment, clean-up, removal and remediation activity. Regardless of who takes the actions, Contractor shall absorb, without reimbursement from City, all costs and expense incurred by Contractor in connection with any Contractor Release. In addition, Contractor shall pay or reimburse City for all costs and expenses incurred by City relating to any Contractor Release. If the amount is not paid promptly, City may offset the amount against any amount payable by City to Contractor under the Contract Documents or otherwise. Remediation, removal, and other cleanup action arising from any Release shall be in full compliance with Environmental Law and OSHA and shall be subject to approval by City. In addition, City may require remedial, removal or other cleanup action in excess of applicable minimum requirements of Environmental Law and OSHA (A) as reasonably necessary or appropriate in the judgment of City to permit human use and habitation of City's property and to permit use of City's property, and (B) as reasonably consistent in the judgment of City with such habitation and uses.

4. Hazardous Waste. City will arrange for handling, storage and disposal of any Project Hazardous Waste. On an interim basis until City can make arrangements, Contractor shall assure proper handling (including, without limitation, segregation from waste that is not Hazardous Waste) and storage of Project Hazardous Waste in full compliance with Environmental Law and OSHA. Contractor shall pay all of City's expenses of storing, handling and disposing of Contractor Hazardous Waste. City will deliver a statement to Contractor showing City's expenses, and Contractor will promptly pay such amount to City. If the amount is not paid promptly, City may offset the amount against any amount payable by City to Contractor under the Contract Documents or otherwise.

5. Notifications to City. Contractor shall notify City's Project Manager immediately upon occurrence of any of the following: (i) any discovery by Contractor, a Subcontractor or any Sub-subcontractor of any Hazardous Substance in any existing structure, facility or equipment on City's property. (ii) any Release of any Hazardous Substance on City's property in connection with the Work; (iii) the creation or generation of any Hazardous Waste resulting from the Work (including, without limitation, Hazardous Waste arising from the removal of, demolition of, modification of, or addition to any existing structure, facility or equipment); (iv) the need for any

remediation or removal of any Hazardous Substance relating to the Work whether relating to a pre-existing condition on City's property or to acts or omissions of Contractor, a Subcontractor or a Sub-subcontractor; or (v) any claim, demand, inquiry, investigation, litigation or other action or proceeding by any governmental authority or other person relating to any Hazardous Substance, Hazardous Waste, Environmental Law or OSHA relating to the Work. Except for immediate action to contain any Release of any Hazardous Substance and except for interim handling and storage of Project Hazardous Waste, Contractor shall not take any action as to any matter in **(i), (ii), (iii), (iv)** or **(v)** without the prior written approval of City and City shall have the right to elect to control and carry out any such action or matter.

6. Other Asbestos. Contractor and each Subcontractor and Sub-subcontractor to comply with all requirements of Environmental Law and OSHA concerning any other asbestos in the Work area.

H. Construction Site Safety Requirements: Contractor shall have sole responsibility and liability for construction site safety. Without limiting other actions in this regard, Contractor shall, and shall cause each Subcontractor and Sub-subcontractor to, comply with worker health and safety requirements in Environmental Law and OSHA. In addition, Contractor shall take all reasonable necessary and appropriate steps to assure the health and safety of persons occupying any part of the facility in which the Work site is located or in the vicinity of or passing by the Work site and shall also take all reasonable necessary and appropriate steps to protect from damage or destruction the property of City and other persons in any part of the Facility in which the Work site is located or in the vicinity of or passing by the Work site. Among other actions in this regard Contractor shall comply with the requirements of the applicable fire code.

I. Environmental, Health and Safety Concerns by Contractor, Subcontractors or Subscontractors. If in the course of the Work, any environmental, health or safety concern exists or arises, whether relating to a Hazardous Substance, OSHA or otherwise, then the Work activities related to the concern must be discontinued until the concern is resolved. This means prior to disturbing a suspected Hazardous Substance or otherwise interacting with a potential health or safety hazard. The City's Project Manager must be notified immediately of the concern. Work shall not resume until approval has been provided by City. Close coordination will be maintained between City and Contractor so the Project schedule is impacted the least amount possible.

J. Scope of Indemnity. The indemnity in Article 13 of this Contract includes any claim by any person and City's attorneys' fees and other costs and expenses in defending any claim by any person that City is responsible or liable for any of the following arising from the acts or omissions of Contractor, any Subcontractor, any Sub-subcontractor or any of their employees or other workers relating to the Work: (i) any violation of Environmental Law or OSHA; (ii) any failure by Contractor, any Subcontractor or any Sub-subcontractor to perform or comply with any obligation or requirement in this Article, (iii) any Contractor Release of any Hazardous Substance; (iv) any improper disposition of any Hazardous Substance or Hazardous Waste; (v) any claim by any employee, agent, independent contractor or other worker of Contractor, any Subcontractor or any Sub-subcontractor and any claim by any other person of personal injury, death or property damage arising from any Contractor Release of any Hazardous Substance or arising from any failure by

Contractor, any Subcontractor or any Sub-subcontractor to comply with any Environmental Law or OSHA or this section.

## ARTICLE 6
## PRODUCT SAMPLES, TESTS, AND CERTIFICATES

A. The Contractor shall furnish Product Samples of all items requested or required by the City. Product Samples shall be properly identified and submitted with such promptness as to cause no delay in Work or in the work of any other contractor and to allow time for consideration by the City. The City will review Product Samples.

B. Each Product Sample must be accompanied by a letter of transmittal containing the following information:

1. Date of Submission
2. Name of Project
3. Location of Project
4. Branch of Work (Specification Section Number)
5. Project Number
6. Name of Submitting Contractor
7. Name of Subcontractor

C. The Contractor shall furnish to the City a certificate stating that material or equipment submitted complies with Contract Documents. If a certificate originates with the manufacturer, the Contractor shall endorse it and submit it to the City together with a statement of compliance in its own name.

D. No tests, inspections or approvals performed or given by the City or others acting for the City or any agency of Federal, State or Local government nor any acts or omissions by the City in administering this Contract shall relieve the Contractor from its duty to perform the Work in accordance with the Contract Documents and applicable law.

E. Unless the City is authorized at the time of submittal to return samples at the Contractor's expense, rejected samples will be destroyed.

F. After delivery of materials, the City may make such tests as it deems necessary, with samples required for such tests being furnished by and at the cost of the Contractor. Any test is for the benefit of the City and shall not relieve Contractor of the responsibility for providing quality control measurements to assure that Work strictly complies with the Contract Documents. No test shall be construed as implying acceptance of materials, work, workmanship, equipment, accessories or any other item or thing.

G. On the basis of the test results, materials, workmanship, equipment or accessories may be rejected even though general approval has been given. If items have been incorporated in Work, the City shall have the right to cause their removal and replacement by items meeting Contract Document requirements or to demand and secure appropriate reparation to the City from the Contractor.

## ARTICLE 7
## AS-BUILT DRAWINGS

A. Prior to Substantial Completion, the Contractor shall complete and turn over to the City the As-Built Drawings. The As-Built Drawings shall consist of a set of drawings which indicate all field changes that were made to adapt to field conditions, changes resulting from contract Change Orders and all buried and concealed installation of piping, conduit and utility services. All buried and concealed items both inside and outside the facility shall be accurately located on the As-Built Drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The As-Built Drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color.

B. For any changes or corrections in the Work that are made subsequent to Substantial Completion, revisions shall be submitted to the City prior to Final Payment.

## ARTICLE 8
## SUPERINTENDENCE BY THE CONTRACTOR

A. The Contractor shall have a competent superintendent on the site at all times during the progress of the Work. Contractor's superintendent must be acceptable to the City. The superintendent shall have such assistants with such individual specialized competencies including, but not limited to, CPM scheduling, as may be necessary to fully understand and oversee all aspects of the Work. The superintendent and his assistants all shall be physically fit for their Work and capable of going to all locations where Work is being performed. A communication to the superintendent or his designated assistants by the City is binding upon the Contractor. The Contractor's superintendent shall be responsible for the prevention of accidents at the site. The Commercial Construction Safety Code of the Arizona Industrial Commission shall apply to all Work, and a copy of the Code shall be available at the site.

B. The Contractor shall at all times enforce strict discipline and good order among the workers on the Project and shall not employ or continue to employ any unfit person on the Project or any person not skilled in the work assigned to him. The Contractor shall be responsible to the City for all acts and omissions of its employees, Subcontractors, Suppliers, anyone whom the Contractor may allow to perform or inspect or supervise any Work, and their agents and employees together with anyone whom the Contractor may allow on or in the Project site. In addition, if the Contractor receives written notice from the City to dismiss those subcontractors or employees or one who is a hindrance to proper or timely execution of the Work ("Nonperforming Workforce"), the Contractor agrees to dismiss the Nonperforming Workforce and replace the same without delay to the Project and at no additional cost to the City.

C. The Contractor shall competently and thoroughly direct and superintend all of the Work and shall be solely responsible for all construction safety, means, methods, techniques, sequences and procedures. It shall coordinate and schedule all Work under this contract, the performance of all its employees, Subcontractors, and Suppliers, and the timely procurement of all necessary labor, materials, equipment, supplies, and all else needed to do the Work.

## ARTICLE 9
## SUBCONTRACTS

A. The Contractor shall supply with its bid to the City a written list of all proposed subcontractors and suppliers. The City will promptly reply to the Contractor in writing stating whether the City, after due investigation, has any objection to any such proposed subcontractor or supplier. The Contractor shall not employ any subcontractor or supplier against whom the City has reasonable objection. If, prior to the award of the Contract, the City has a reasonable objection to any subcontractor or supplier and refuses in writing to accept such person or organization, the apparent low bidder may, prior to the award, either withdraw his bid without forfeiture of bid security or may propose an acceptable substitution thereof provided that same results in no change in the bid price. Failure of the bidder to submit an acceptable substitute in a timely manner shall render its bid nonresponsive.

B. No substitution or change shall be made by the Contractor in the subcontractor/supplier list after its submission to the City without prior written approval by the City. Unapproved or untimely substitutions may be cause for invalidation of the Contractor's bid in the City's discretion, thereby rendering the Contract voidable.

C. All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate written agreement which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents, but no contractual relationship shall exist between any subcontractor or supplier of any tier and the City, unless the City invokes the assignment provisions of the following subsection. Upon request, the Contractor shall provide fully executed copies of any subcontracts and purchase orders to the City.

D. The Contractor hereby assigns to the City (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by the Contractor for performance of any part of the Work, which assignment will be effective upon termination of the Contract by the City and only as to those subcontracts and purchase orders which the City assumes in writing. All subcontracts and purchase orders shall provide that they are freely assignable by the Contractor to the City and its assigns. Such assignment is part of the consideration to the City for entering into this Contract with the Contractor and may not be withdrawn prior to final completion.

E. The City may require each proposed subcontractor whose subcontract will exceed $100,000.00 to furnish a performance bond and a payment bond on City-approved forms in the full amount of its subcontract. The City will reimburse the Contractor for the documented cost of the subcontractor's performance bond premiums in the event the City requires such bonds by the subcontractor.

## ARTICLE 10
## COMMUNICATIONS

A. All project notices, requests, instructions, modifications, approvals, and claims must be in writing, unless expressly specified otherwise in the Contract.

B. Communications will be deemed to have been made if delivered in person or if mailed to the address designated in the Contract or otherwise agreed upon by the parties.

## ARTICLE 11
## PERMITS, TAXES, AND FEES

A. The Contractor shall secure and pay for any necessary building permits and for all other permits, fees, licenses and inspections necessary for the proper execution and completion of the Work, and shall immediately deliver copies to the City. The Contractor shall be responsible for complying with all applicable Federal, State and local laws, codes, notice requirements, and regulations applicable to the site and prosecution of the Work. Contractor shall be responsible for and pay any costs associated with or arising from any non-compliance.

B. The Contractor shall pay all taxes for and related to the Work or its portion thereof which are legally enacted at the time bids are received, whether or not yet effective.

## ARTICLE 12
## INSURANCE

See *Exhibit D*

## ARTICLE 13
## INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold Owner, its officers, agents and employees, harmless for, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent, grossly negligent or strictly liable act or omission of Contractor, its officers, agents, or employees, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Owner, its officers, agents, employees or separate contractors. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## ARTICLE 14
## PROGRESS AND SCHEDULING

A. Planning, scheduling and progress monitoring are essential functions of the Contractor. Within ten (10) days after the award of the Contract, the Contractor shall prepare and submit for the City a Schedule of Values allocating the Contract Price among the various portions of the Work for purposes of progress payments. The Schedule of Values shall be substantially equivalent to AIA Forms G702 and G703 or as specified by the City.

B. The Contractor shall also furnish the City with a Narrative Report corresponding with each monthly update which shall include a description of current and anticipated problem areas,

delaying factors and their impact, fragmentary networks (fragnet) of delays, and an explanation of corrective action taken or proposed. If the Project is behind schedule in any month, the Contractor's Narrative Report shall indicate precisely what measurements it will take in the next thirty days to put the Work back on schedule.

C. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and shall prosecute the Work with such diligence so as to maintain the rate of progress indicated on the Progress Schedule, to prevent work stoppage, and to ensure completion of the Project within the Contract Time.

D. The Contractor shall be responsible to prepare, submit and maintain the schedules and Narrative Reports indicated above, and the failure to do so may be considered a material breach of this Contract. Any additional or unanticipated cost or expense required to maintain the schedules shall be solely the Contractor's obligation and shall not be charged to the City.

## ARTICLE 15
## DAILY LOG

A. The Contractor shall maintain a daily log of construction activities for each calendar day of the Contract Time, using a form approved by the City. The Contractor shall document all activities at the Project site, including:

1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the job site, and any other weather conditions which adversely affect Work at the site;
2. Soil conditions which adversely affect Work at the site;
3. The hours of operation by Contractor and individual Subcontractor personnel;
4. The number of Contractor and Subcontractor personnel present and working at the site, by subcontract and trade, and updated schedule activity number.
5. The equipment active or idle at the site;
6. A description of the Work being performed at the site, by updated schedule activity number.
7. Any delays, disruptions or unusual or special occurrences at the site;
8. Materials received at job site; and
9. A list of all visitors at the site.

B. The Contractor shall provide copies of the daily logs to the City on a weekly basis. The daily log does not constitute written notice to the City when such notice is required by the Contract Documents.

## ARTICLE 16
## MISCELLANEOUS DUTIES

A. The Contractor shall submit to the City upon request all payrolls, reports, estimates, records and any other data concerning Work performed or to be performed and concerning materials supplied or to be supplied, as well as Subcontractor payment applications and each Subcontractor's

progress payment check. The requirements of this subsection shall be provided in all contracts between the Contractor and its Subcontractors.

B. During construction and for five (5) years after Final Payment, the Contractor shall retain and shall also require all Subcontractors to retain for review and/or audit by the City all correspondence, meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all communications, direct and indirect costs, and all other matters related to the bidding and performance of the Work.

C. Upon request by the City, a legible copy or the original of any or all such records shall be produced by the Contractor at any time during or after construction as the City may request.

D. The Contractor shall be responsible for laying out its own Work and for any damage which may occur to work of any other contractor because of the Contractor's own errors or inaccuracies. The Contractor shall also be responsible for unloading, uncrating, storing and handling all materials and equipment to be erected or placed by it, whether furnished by the Contractor or others.

E. The Contractor, Subcontractors, and Suppliers shall be responsible for taking all appropriate field measurements prior to fabrication and installation of any item. Such measurements shall be taken sufficiently in advance so as to avoid any delay or potential delay. Failure to adhere to this provision shall render such delays the responsibility of the Contractor.

F. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, wiring, conduit, ductwork, trim and other parts required for or in connection with any item or material to make a complete, serviceable, finished and quality installation shall be furnished and installed as part of the item whether or not expressly called for by the Drawings or Specifications.

G. All materials shall be shipped and stored and handled in a manner that will afford protection and ensure their being in factory-new condition at the time they are incorporated in the Work. After installation, they shall be properly protected against damage or deterioration until Final Completion of the Project.

H. When standards and specifications issued by The American Society of Testing and Materials, the American Institute of Steel Construction, the U.S. Department of Commerce (Commercial Standards), or other technical or standard setting organizations are cited in the Contract Documents, such standards or specifications (and all related standards or specifications) shall be equally as binding and have the full force and effect as though incorporated word for word. Unless otherwise specifically stated, the standards and specifications referred to shall be the latest edition or revision of such specifications that is in effect on the date of the public bid.

I. Any part of the Work damaged during installation or prior to final acceptance of Work shall be repaired so as to be unnoticeable and to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of the Work. Where this cannot be fully accomplished the damaged item or part shall be replaced. After installation, all exposed surfaces and parts of an

item or of the Work shall be cleaned in a manner that will not damage the finish or any of the parts of the item, so that the completed work is left in first class condition, free of all defects. All damaged or defaced Work shall be repaired or replaced to the City's satisfaction at the expense of Contractor.

J. The Contractor shall procure and furnish to the City all guarantees, warranties, manuals, and spares that are called for by the specifications or that are mentioned in the manufacturer's product literature. Guaranties and warranties shall commence as of the date of Substantial Completion of the Project.

K. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for loss attributable when a particular design, process or the product of a particular manufacturer or manufacturers is specified. If the Contractor has any reason to believe that the design, process or product specified could be an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information in writing to the City.

L. The Contractor shall limit its operations to the confines of the Project, except as necessary to connect to existing utilities, and shall not, without the prior written permission of the affected property City, and encroach on property outside the site. Contractor shall not permit unauthorized persons or activities on the site and shall maintain the site in a safe and secure manner.

M. The Contractor shall prearrange time with the City whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with the City in doing Work so as to cause the least annoyance and interference with the continuous operation of the City's business or official duties. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with the City to avoid any disruption of operation within the building or construction or other building or utilities. In no case, unless previously approved in writing by the City, shall utilities be left disconnected at the end of a workday or over a weekend. Any interruption of utilities, whether negligently, intentionally, or accidentally, shall not relieve the Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or subcontractor, or from responsibility for repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

N. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. If the Contractor fails to properly clean up during construction, or if a dispute arises between the Contractor and/or separate Contractors as to their responsibility for cleaning up, the City may clean up and charge the costs thereof to the Contractors responsible as determined by the City. At the completion of the work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up at the completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

## ARTICLE 17
## INSPECTION OF WORK

A. All Work done and all materials are subject to inspection by the City to determine if they conform to the Contract Documents. The City shall at all times have access to the Work, including materials being fabricated or stored off site. The Contractor shall furnish at the Contractor's cost any facilities necessary for sufficient and safe access to the Work.

B. Inspections, tests, measurements, or other acts of the City are for the sole purpose of assisting the City in determining that the Work, materials, rate of progress, and quantities comply with the Contract Documents and/or Contractor's requests for payment. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with contract requirements nor relieve the Contractor from any of the quality, compliance and responsibility for the Work assigned to it by the Contract Documents. No inspection by the City shall constitute or imply acceptance or waiver of rights.

C. Nonconforming Work or materials may be rejected and Contractor shall correct such rejected Work without additional compensation, even if the Work or materials have been previously inspected or accepted by the City or even if the City failed to observe the unsuitable Work or materials.

D. Any Work required to be inspected by the City prior to being covered, which is covered up without prior inspection or without prior consent of the City, must be uncovered and recovered by the Contractor, if requested by the City, at no cost to City, notwithstanding the provisions of the following subsection.

E. Contractor shall notify the City in writing at least 48 hours prior to the time at which the City must be present to perform an inspection. Failure to provide such notice will place the Contractor at risk for all consequences of non-inspection and having to uncover work.

## ARTICLE 18
## CORRECTION OF WORK

A. If any portion of the Work is covered over contrary to the request of the City or as required by the Contract or the applicable building standards, it must be uncovered for observation at the Contractor's expense if requested by the City in writing.

B. If any portion of the Work, other than those portions required to be inspected by the City prior to being covered, has been covered over, the City may request that it be uncovered for observation. If such portion is found to be in accordance with the requirements of the Contract Documents, the cost of uncovering it shall be charged to the City as a Change Order. If such portion is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall bear such costs.

C. The Contractor shall promptly remove from the site and replace any material or correct any Work found by the City to be defective or failing to conform to the requirements of the Contract,

whether or not fabricated, installed or completed, and whether discovered before or after Substantial Completion. The Contractor shall bear all costs of correcting such Work or material, including the cost of necessary additional professional services and the cost of repairing or replacing all work of separate contractors or subcontractors damaged by such removal or correction. The City shall notify the Contractor immediately in writing upon its knowledge that additional professional services will be necessary and of the extent and estimated costs of the additional services. The City may consent to accept such Work or material with an appropriate adjustment in Contract Price.

D. If the Contractor does not promptly replace or correct such Work or material, the City may replace or correct the Work or material, and charge or deduct the cost of removal and replacement from any monies due to the Contractor, or recover such costs from the Contractor.

E. If, within two (2) years after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the requirements of the Contract, the Contractor shall correct it promptly after receipt of a written notice from the City to do so. If the Contractor does not promptly replace or correct such Work or material, the City may replace or correct the Work or material, and charge or deduct the cost of removal and replacement from any monies due to the Contractor, or recover such costs from the Contractor. Nothing contained in this section shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract or the law. The obligation of the Contractor under this section shall be in addition to and not in limitation of any obligations imposed by special guaranties or warranties required by the Contract, given by the Contractor, or otherwise recognized or prescribed by law.

F. If, during the running of a guarantee or warranty period, the Contractor must perform repair work to any portion of the Work, the running of the warranty or guarantee period is tolled from the time the defect or deficiency is discovered through the time when the Contractor successfully completes all repairs and retesting and start-up activities.

## ARTICLE 19
## DELAYS AND TIME EXTENSIONS

A. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City, or by any separate Contractor employed by the City, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties, delays specifically authorized by the City, or by causes beyond the Contractor's control, avoidance, or mitigation, and without any fault or negligence of the Contractor or Subcontractor or Supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time as the City may determine that such event has delayed the critical path of the Work or individual milestone or overall completion of the Work after considering the advice of the City, if the Contractor complies with the notice and documentation requirements set forth below. The Contractor shall pay any additional fees or costs incurred by the City as the result of delays caused by the Contractor for circumstances not excused as provided herein.

B. Initial notice of any delay in the Work shall be made in writing to the City immediately but in no event later than 24 hours after discovery of the event giving rise to the delay. Then, Contractor shall provide additional details of the delay in writing to the City within seven (7) calendar days from the beginning of the delay. Failure to meet these time requirements shall absolutely bar any and all later claims. The detailed notice shall indicate the cause of the delay, the anticipated length of the delay, the probable effect of such delay upon the progress and cost of the Work, and potential mitigation plans. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated progress Narrative Report to the City. Within fifteen (15) days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and, if applicable, a formal written request covering an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of days' extension requested and provide a fully documented analysis of the Progress Schedule, including a fragnet and any other data demonstrating a delay in the critical path of the Work or individual milestone or the overall project completion. If the Contractor does not comply with the notice and documentation requirements set forth above, the claim for delay is absolutely barred.

C. If the Contractor incurs damages related to expenses caused by a delay for which the City is solely responsible, which is unreasonable under the circumstances, and which was not contemplated by the parties at the time of formation of this Contract, then the parties shall attempt to reach an agreement on the Contractor's claim, provided that the Contractor has notified the City in writing as specified above, including why the City is believed by the Contractor to be solely responsible for the delay. Failure to provide such timely notice shall be deemed an absolute and final waiver of any rights to additional sums. Any disputes will be resolved in accordance with the City of Buckeye Procurement Code, as amended or superseded.

D. The Contractor shall have no right to claim for alleged extended or unabsorbed home office overhead; claims for delays shall be limited to provable extended site costs.

E. The date of beginning and the time for completion as specified herein are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the notice to proceed or at a preconstruction meeting, **but in no event later than ten (10) days after the execution of this Contract**, whichever first occurs. Said Work shall be prosecuted regularly, diligently, and without interruption at such rate of progress as will ensure full completion thereof within the time specified. The time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any extension thereof granted by the City, then the Contractor does hereby agree to pay to City the per diem amount specified in the Contract. This amount is agreed to be liquidated damages for such breach and not a penalty therefore. The per diem amount shall be paid for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. The amount is fixed and agreed upon by and between the Contractor and City because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. Said sums may be withheld by the City from any amounts due to the Contractor from the City, whether as the result of this Contract or any other obligation between the City and the Contractor.

F. The parties hereby agree that if the Contractor submits an original or updated schedule which shows the project and/or individual Milestone(s) completing earlier than required by the adjusted contractual completion date(s), the differences between the forecasted early completion and the required completion shall be considered Project-owned float available for use by both the City and the Contractor.

G. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, using extensive crew/resource sequencing, etc. Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the adjusted Contract completion date. Since float time within the Construction Schedule is jointly owned, it is acknowledged that City-caused delays on the project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Contract completion date or milestone date is also exceeded.

H. It is agreed that no time extensions shall be granted nor delay damages paid unless the delay is clearly demonstrated by the updated Construction Schedule current as of the month the change was issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other reasonable means.

## ARTICLE 20
## SUSPENSION OF WORK

A. The City may, at any time and without cause, order the Contractor in writing or cause the Contractor to suspend, delay or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for its convenience. Equitable adjustment shall be made for any increase in the Contract Time necessarily caused by such suspension or delay by written Change Order.

## ARTICLE 21
## RIGHT TO STOP WORK

A. If the Contractor fails to correct defective Work as required, or fails to carry out the Work in accordance with the Contract Documents, the City by written notice, may order the Contractor to stop the Work or any portion of the Work, until the cause for the order has been eliminated to the satisfaction of the City.

B. The City may stop Work without written notice for 24 hours whenever in its professional opinion such action is necessary or advisable to ensure conformity with the Contract Documents. The Contractor shall not be entitled to an adjustment in the Contract Price or Contract Time under this subsection. The right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or others.

## ARTICLE 22
## CHANGES

A. After this Contract is signed, Modifications in the Contract Price, the Contract Time or Scope of the Work may only be made by written Change Order.

B. By written directive at any time, the City may make any changes within the general scope of the Contract or issue additional instructions, require additional or modified Work or direct deletion of Work. The Contractor shall not proceed with any change involving an increase or decrease in cost or time without prior written authorization from the City and shall proceed in accordance with the procedures set forth in this section. If the Contractor proceeds with any change involving an increase or decrease in cost or time without written authorization as required by this paragraph, the Contractor hereby waives all rights or claims Contractor may have as a result of the change. The City's right to make changes shall not invalidate the Contract or relieve the Contractor of any liability. Any requirement of notice of change to Contractor's surety ("Surety") shall be the responsibility of the Contractor.

C. The cost or credit to the City resulting from a change in Work shall be determined in one or more of the following ways:

1. By unit prices stated in the Contract.

2. By cost, as defined below, properly itemized and supported by sufficient, substantiating data to permit evaluation, plus a fee of ten percent (10%) of items (a) through (h) described below. Such costs shall be itemized by crafts as defined within the schedule of values and limited to the following items directly allocable to the change in the Work:

(a) Cost of materials, including delivery but excluding Subcontractor-supplied materials.

(b) Fully-burdened cost of labor, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by contractor, and worker's or workman's compensation insurance but excluding Subcontractor's labor.

(c) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, contractor must prove reasonable rental rate pursuant to actual ownership costs.

(d) Cost of Subcontracted work calculated as above and Subcontractor's field supervision calculated in accordance with paragraph (e) below, plus Subcontractor's insurance and bond premiums as applicable. Insurance and bond premium cost shall not exceed a total of two percent (2%) of Subcontractor's documented cost.

(e) Contractor's field supervision not to exceed five percent (5%) of (a), (b) and (d) above; the parties agree that this mark-up shall fully cover all contractor field supervision overhead.

(f) Contractor's insurance and bond premiums not to exceed a total of two percent (2%), or documented cost.

(g) Sales tax at full value.

(h) If this method of cost or credit calculation is selected, in no event shall the combined total fee including all levels or tiers of Subcontractors exceed twenty percent (20%) of the total cost of paragraphs (a), (b), (c) and (d). Field supervision is to be excluded at all levels for the purposes of the limit imposed by this paragraph.

3. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; provided that such lump sum shall not exceed that amount calculated under item 2 above.

D. If none of the above methods is agreed upon, the Contractor shall promptly proceed with performing the change, upon receipt of a written order signed by the City. Any dispute regarding the pricing methodology or cost of the change shall not relieve the Contractor from proceeding with the change as directed by the City. The cost or credit to the City shall be determined by the City on the basis of the preceding subsection.

E. A fully executed Change Order shall be full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by the Contractor for inclusion in the Change Order is irrevocably waived.

F. In an emergency affecting the safety of life, or of the structure, or of adjoining property, the Contractor, without special instruction or authorization from the City, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be determined in accordance with this section.

## ARTICLE 23
## PAYMENT

A. Payments on account of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered, or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the City by the Contractor on the current edition of AIA Documents G702 and G703, within five (5) days after end of the period. Payment Applications shall be notarized, shall be supported by such data substantiating the Contractor's right to payment as the City may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

B. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the City. Nothing in this section shall be construed as relieving the Contractor from the sole

responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the City to require fulfillment of all terms of Contract Documents.

C. The City, within seven (7) days after receipt of the Payment Application, will either issue a Certificate for Payment for such amount as is properly due or issue written notice of the reasons for withholding such a certificate.

D. The issuance of a Certificate for Payment will constitute a representation by the City, observations at the site and the data comprising the Payment Application, that the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the certificate); and that the Contractor is entitled to payment in the amount certified.

E. Payment may be withheld in whole or in part to protect the City on account of:

1. Unsatisfactory job progress as determined by the City.
2. Defective Work or materials not remedied.
3. Disputed Work or materials.
4. Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
5. Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
6. A reasonable doubt as determined by the City that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
7. The Contractor's failure to perform any of its contractual obligations under the Contractor Documents, or any other Contract with the City.
8. Deficiencies or claims asserted by City against Contractor arising from any other project. Within fourteen (14) days following the receipt of the Certificate of Payment, the City shall pay to the Contractor the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the City until the Contract is 50% completed at which time the retainage shall be reduced to 5%; provided that: (a) the Contractor is making satisfactory progress on the Contract; and (b) in the City's sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, the City shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The City's sole judgment concerning the satisfactory progress of the Work shall be final.

F. Within sixty (60) days after the issuance of the Certificate of Final Completion by the City and receipt of all other documents required by the Contract, all retained amounts shall be paid to Contractor as part of Final Payment:

1. The Final Payment shall not become due until the Contractor delivers to the City full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.

2. If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the City all monies that the latter may be compelled to pay in discharging such claim including all costs, interest and attorneys' fees.

G. If any payment of the Contract Price is not made within thirty (30) days and without just cause, interest shall thereafter accrue on the unpaid principal balance at the minimum rate allowed by state law (A.R.S. § 44-1201) on the due date.

## ARTICLE 24
## WARRANTY

A. The Contractor warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be free from faults and defects and in strict conformance with the Contract Documents.

B. Neither provision of manufacturers' warranties nor Final Payment nor use or occupancy of all or a portion of the Premises by the City shall constitute an acceptance of Work not performed in accordance with the Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibility for faulty materials and workmanship.

C. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the City takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the City takes possession.

D. The Contractor or its sureties shall remedy any defects in the Work and any resulting damage to the Work or the Work of others at its own expense.

E. The Contractor shall be liable for correction of all damage resulting from defective Work. If the Contractor fails to remedy any defects or damage, the City may correct the Work or repair the damages and the cost and expense incurred in such event shall be paid by or be recoverable from the Contractor.

F. The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

## ARTICLE 25
## SUBSTANTIAL COMPLETION

A. When the Contractor requests a substantial completion inspection for the Work or a designated portion thereof ("Substantial Completion Inspection"), the City shall determine the validity of the request. A list of items to be completed or corrected shall be prepared by the Contractor and presented to the City with the request for inspection. By submitting a request for

Substantial Completion Inspection the Contractor thereby certifies that it has performed a thorough inspection of the Project in preparing the list of items to be completed or corrected, has consulted with its subcontractors, and that the remaining incomplete or defective work shall be completed within thirty (30) days of submission of the request. The City shall evaluate the Contractor's request and list of uncompleted items and, if appropriate in their judgment, add to or delete items from the list necessary to complete the work. The failure to include items on any punch list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. By submitting a request for Substantial Completion Inspection, the Contractor thereby certifies that the remaining incomplete or defective Work required by the Contract Documents shall be completed within thirty (30) days.

B. If the City, on the basis of Substantial Completion Inspection, determines that the Work has been substantially completed in accordance with the Contract Documents, then the City will prepare a Certificate of Substantial Completion, which shall establish the date of Substantial Completion; shall state the responsibilities of the Contractor for remaining punchlist items, maintenance, heat and utilities, security, and damage to the work; and shall fix the time, not to exceed thirty (30) days, within which the Contractor shall complete the punch list. The Certificate of Substantial Completion shall be submitted by the City to the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate. The Project shall not be deemed substantially complete until the Certificate is issued irrespective of City occupancy.

## ARTICLE 26
## FINAL INSPECTION

A. When the Contractor submits in writing to the City a request for a final inspection of the Work, the City shall determine the validity of the request. Following the inspection, if there are items to be completed or corrected, the City will determine the dollar value to be withheld in accordance with the retainage provisions of the Contract. In the event that the Contractor has not completed the punch list items within the time designated in the Certificate of Substantial Completion, the City retains the right to have these items corrected at the expense of the Contractor, including all architectural, engineering and inspection costs and expenses incurred by the City.

B. The City shall not be required to release the retainage until such items have been completed and inspected.

## ARTICLE 27
## ASSIGNMENT OF CLAIMS

A. The City and Contractor recognize that in actual economic practice overcharges resulting from antitrust violations --such as 'bid rigging' and 'complementary bidding' -- are in fact borne by City. Therefore, the Contractor hereby assigns to City any and all claims for such overcharges. The Contractor in all subcontracts shall require all Subcontractors to likewise assign all claims for overcharges to the City.

## ARTICLE 28
## DISPUTES

A. All of Contractor's claims and disputes shall first be referred to the City for initial determination, by written notice, not more than seven (7) days from the occurrence of the event which gives rise to the dispute, or not more than seven (7) days from the date that the Contractor knew or should have known of the problem. Unless the claim is made in accordance with these time requirements, it is irrevocably waived. The City shall render a written decision within a reasonable time. The City's decision may be reviewed in accordance with City of Buckeye Procurement Code, as amended or superseded. Any claim not timely filed or not complete at the time of filing is irrevocably waived.

B. Any failure of the City to make a decision within the time limit set forth shall not be construed as acquiescence in all or any part of the Contractor's claim for relief. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any claims and controversy proceedings, and the City shall continue to make payments to the Contractor in accordance with the Contract Documents.

## ARTICLE 29
## FORUM

A. No suit or action shall be commenced hereunder by any claimant other than in the Arizona Superior Court, and only after all contractual and administrative procedures have been fulfilled. By submitting a bid for this project, Contractor agrees to be bound by the City of Buckeye Procurement Code Dispute Resolution Procedures and waives any objections to those procedures.

## ARTICLE 30
## TERMINATION BY THE CITY

A. This Contract may be terminated by the City under the conditions stated in A.R.S. § 38-511.

## ARTICLE 31
## TERMINATION FOR CAUSE

A. The City may terminate the Contract upon the occurrence of any one or more of the following events:

1. If the Contractor refuses or fails to prosecute the Work, or any separable part, with such diligence as will ensure its completion within the Contract Time; or if the Contractor fails to complete the Work within the Contract Time;

2. If the Contractor or any of its key subcontractors is adjudged a bankrupt or insolvent or makes a general assignment for the benefit of creditors, or if the Contractor or any of its key subcontractors or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning the Contractor or any of its key subcontractors,

or if a trustee or receiver is appointed for the Contractor or any of its key subcontractors or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest or any of its key subcontractors does not provide adequate assurance of future performance in accordance with the Contract within ten (10) days after receipt of a request for assurance from the City;

3. If the Contractor fails to supply a sufficiently skilled workforce or suitable materials or equipment;

4. If the Contractor fails to make prompt payments to subcontractors or suppliers at any tier, or for labor, materials or equipment;

5. If the Contractor fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;

6. If the Contractor fails to follow any reasonable instructions by the City;

7. If the Contractor performs Work which deviates from the Contract Documents, and neglects or refuses to correct rejected Work; or

8. If the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the City determines that sufficient cause exists to justify the action, the City may terminate the Contract without prejudice to any other right or remedy the City may have, after giving the Contractor and its Surety seven (7) days' notice by issuing a written Declaration of Default. The City shall have the sole discretion to permit the Contractor to remedy the cause for the contemplated termination without waiving the City's right to terminate the Contract.

B. If the Contract is terminated, the City may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The City may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor, without liability to the Contractor. In exercising the City's right to prosecute the completion of the work, the City may also take possession of all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

C. If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work, and all City damages including liquidated damages and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work it performed and a reasonable allowance for overhead and profit. If such costs exceed the unpaid balance, the Contractor shall immediately upon demand pay the difference to the City. In exercising the City's right to prosecute the completion of the Work, the City shall have the right to exercise its sole discretion as to the manner, methods, and

reasonableness of the costs of completing the Work, and the City shall not be required to obtain the lowest figure for Work performed in completing the contract. If the City takes bids for remedial Work or completion of the project, the Contractor shall not be eligible for the award of such contracts.

D. If the Contract is terminated, the City may demand that the Contractor's Surety take over and complete the Work on the Contract. The City may require that in so doing, the Contractor's Surety not utilize the Contractor in performing the Work. Upon the failure or refusal of the Contractor's Surety to take over and begin completion of the Work within 20 days after the demand, the City may take over the Work and prosecute it to completion as provided above.

E. The City shall have the option of requiring any, all or none of the Subcontractors to perform according to their subcontracts and may assign any or all of the subcontracts to a general contractor selected to complete the Work.

F. If the City takes over the Work, unexecuted orders entered into by the Contractor for performance of any part of the Work will be effective upon acceptance by the City in writing and only as to those subcontracts and purchase orders which the City designates in writing.

G. The Contractor shall be liable for any damage to the City resulting from the termination or from the Contractor's refusal or failure to complete the Work, and for all costs necessary for repair and completion of the Project over and beyond the amount of the Contract. The Contractor shall be liable for all legal fees and costs required to enforce the provisions of the Contract.

H. If the City terminates the Contract, the Contractor shall remain liable for liquidated damages for delay until such reasonable time as may be required for final completion of the Work. Such damages shall be in addition to and not in lieu of any other damages sustained by City in completing the Work.

I. In the event the Contract is terminated, the termination shall not affect any rights of the City against the Contractor. The rights and remedies of the City under this section are in addition to any other rights and remedies provided by law or under this Contract. Any retention or payment of monies to the Contractor by the City will not release the Contractor from liability.

J. If the Contract is terminated under this section, and it is determined for any reason that the Contractor was not in default under the provisions of this Section, the termination shall be deemed a Termination for Convenience of the City and, the rights and obligations of the parties shall be determined in accordance with the Article herein entitled "Termination for Convenience of the City".

## ARTICLE 32
## TERMINATION FOR CONVENIENCE OF THE CITY

The City, by written notice to the Contractor, may terminate this Contract in whole or in part when sufficient appropriated or other funds are not available or in the sole discretion of the City it is in the City's best interest. In event of a Termination for Convenience, the Contractor shall be paid for all Work executed and reasonable termination expenses, and a reasonable allowance for profit and overhead on Work done, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by other contract payments previously made to the Contractor and as further reduced by the value of the Work as yet not completed. The Contractor shall not be entitled to profit and overhead on Work, which was not performed.

## ARTICLE 33
## ASSIGNMENT OF CONTRACT

Contractor shall not assign any amount or part of the Contract or any of the funds to be received under the Contract unless Contractor has the prior written approval of the City and the Contractor's Surety has been given notice and has given written consent to any such assignment.

## ARTICLE 34
## LAW TO GOVERN

This Contract is made under and shall be construed in accordance with the laws of the State of Arizona. If any portion of this Contract is found to be unenforceable the rest and remainder of the Contract shall remain in full force and effect so as to effectuate the intent of the parties. Each party acknowledges that it has had an opportunity to review this Contract with counsel and this document shall be construed fairly and equitably so as to effectuate the intention of the parties irrespective of who is determined to have been the drafter of the document.

## ARTICLE 35
## E-VERIFY REQUIREMENTS

To the extent applicable under A.R.S. §41-4401, the Contractor and its subcontractors or subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. §23-214(A). The Contractor's or its subcontractor's or subconsultant's failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City.

## ARTICLE 36
## FEDERAL IMMIGRATION LAWS AND REGULATIONS

Under the provisions of A.R.S. § 41-4401, Contractor warrants to the City that Contractor and all its subcontractors or subconsultants (collectively, "Secondaries") will comply with all Federal Immigration laws and regulations that relate to their employees and, further, that Contractor and its Secondaries now comply with A.R.S. § 23-214.A. Consultant acknowledges that pursuant to

A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to inspect the employment records of the Contractor and its Secondaries to ensure compliance with this warranty. Contractor agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

## ARTICLE 37
## ISRAEL

Pursuant to A.R.S. § 35-393.01, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel, or any entity that does business in Israel or any territories controlled by Israel.

## ARTICLE 38
## FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394, Contractor 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..

**END OF SECTION**

**EXHIBIT B**
**TO**
**CONSTRUCTION CONTRACT**
**BETWEEN**
**CITY OF BUCKEYE**
**AND**
**J. BANICKI CONSTRUCTION, INC.**

(Contractor Bid Forms)

See following pages.

**SECTION 300**
**BID FORMS**

**BID**

| | |
|---|---|
| IFB No. | **2024173** |
| Project Name: | **MILLER ROAD EXPANSION - DURANGO TO LOWER BUCKEYE** |
| Due Date: | May 31, 2024, no later than 3:00 p.m., MST |
| Bid from: | J. Banicki Construction, Inc. (Name of Firm) |
| To: | City of Buckeye |

The following bid is made for construction services for the City of Buckeye, Arizona, in accordance with Construction Documents. The undersigned certifies that the Construction Documents, as well as the proposed construction site and conditions affecting the Work have been carefully examined; that the amount and nature of the Work to be done is thoroughly understood; and that at no time will misunderstanding of the drawings, specifications, or conditions to be overcome be pleaded.

The undersigned certifies that he or his firm is currently licensed under the provisions of ARS Sections 32-1151 and 32-1169. The undersigned further certifies that he or his firm has a privilege license pursuant to ARS Section 42-5005.

The undersigned has read Section 2, "Instructions to Bidders", paragraph "Sales and Use Tax" and understands that all sales and use taxes applicable to this project are included in all bid prices. The undersigned has read the Construction Contract between the City of Buckeye and Contractor and will execute said agreement if awarded the Contract. Any exceptions to the terms and conditions have been stated in writing and submitted on a separate sheet with this bid. The undersigned understands that any exceptions taken to the Construction Contract that are not accepted and/or approved by the City may be a basis for rejection of the Bid as nonresponsive.

RECEIPT BY THE UNDERSIGNED OF THE FOLLOWING AMENDMENTS IS HEREBY ACKNOWLEDGED:

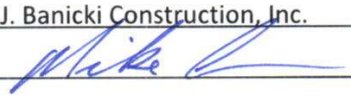
| | |
|---|---|
| AMENDMENT NUMBER: 1 | DATED: 5-13-24 |
| AMENDMENT NUMBER: 2 | DATED: 5-30-24 |
| AMENDMENT NUMBER: 3 | DATED: 6-6-24 (Received 6-3-24) |
| AMENDMENT NUMBER: 4 | DATED: 6-14-24 (Received 6-5-24) |
| AMENDMENT NUMBER: 5 | DATED: 6-10-24 |
| AMENDMENT NUMBER: 6 | DATED: 6-14-24 (Received 6-12-24) |

**BASE BID:**

The undersigned proposes to complete all of the Work in accordance with said Construction Documents, plans, specifications and all associated amendments for the sum of:
Eleven Million Eighteen Thousand Sixty One Dollars and Forty Seven Cents ($11,018,061.47).
Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

| ITEM NO. | ITEM DESCRIPTION | UNIT | QUANITY | UNIT PRICE | EXTENDED AMOUNT |
|---|---|---|---|---|---|
| **General Conditions** | | | | | |
| **1** | Construction Survey, Staking, Lines and Grades, and As-Builts | LS | 1 | $124,000.00 | $124,000.00 |
| **2** | Contractor Quality Control | LS | 1 | $125,000.00 | $125,000.00 |
| **3** | City of Buckeye Controlled (Allowance) | AL | 1 | $230,000.00 | $230,000.00 |
| **4** | Traffic Control (Allowance) | AL | 1 | $650,000.00 | $650,000.00 |
| | **General Conditions Sub-Total** | | | | **$1,129,000.00** |
| **Roadway Items** | | | | | |
| **5** | Roadway | LS | 1 | $6,692,274.55 | $6,725,221.30 |
| | **Roadway Items Sub-Total** | | | | **$6,725,221.30** |
| **Drainage Items** | | | | | |
| **6** | Drainage | EA | 1 | $559,918.05 | $559,918.05 |
| | **Drainage Items Sub-Total** | | | | **$559,918.05** |
| **Signing & Marking Items** | | | | | |
| **7** | Signing & Markings | LS | 1 | $172,155.37 | $172,155.37 |
| | **Signing & Marking Items Sub-Total** | | | | **$172,155.37** |
| **Utilities Items** | | | | | |
| **8** | Utilities | LS | 1 | $2,431,766.75 | $2,431,766.75 |
| | **Utilities Items Sub-Total** | | | | **$2,431,766.75** |
| | **Grand Total** | | | | **$11,018,061.47** |

Submitted by: J. Banicki Construction, Inc.

SIGNATURE: 

NAME: Mike Abraham

TITLE: President

Principal Office: J. Banicki Construction, Inc.

Address: 4720 E. Cotton Gin Loop, Ste. 240

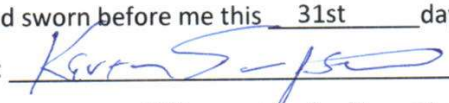
Phoenix, AZ 85040

Telephone: (480) 921-8016

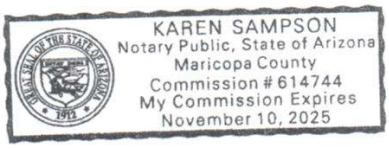
Facsimile: (480) 921-9456

M Mike Abraham being duly sworn deposes and says that he/she is the President of J. Banicki Construction, Inc. Contractor(s), and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 31st day of May, 2024

Notary Public: 

My Commission Expires: 10th day of November, 2025



**ATTACHMENT 1**

**SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, J. Banicki Construction, Inc.
(Contractor's Name)
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are hereby held and firmly bound into City of Buckeye as OWNER in the penal sum of Ten Percent of Amount Bid (10%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 14th day of May, 20 24

The Condition of the above obligation is such that whereas the Principal has submitted a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for **IFB No. 2024173 – Miller Road Expansion Durango to Lower Buckeye.**

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

J. Banicki Construction, Inc. _____ (L.S.)
Mike Abraham (Principal)

Travelers Casualty and Surety Company of America
(Name of Surety)

By: _____
(Signature) Jessica L. Piccirillo
Attorney in Fact

| TRAVELERS | Travelers Casualty and Surety Company of America<br>Travelers Casualty and Surety Company<br>St. Paul Fire and Marine Insurance Company<br>Farmington Casualty Company |
|---|---|

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS**: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jessica Piccirillo , of Farmington, CT , their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the following bond:

**Surety Bond No.:** N/A **Principal:** J. Banicki Construction, Inc.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of May, 2024

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

**SOLICITATION AMENDMENT**
**IFB NO. 2024173**
**CITY OF BUCKEYE**
**AMENDMENT NO. 1**

**NOTE:** Attach to Original Invitation for Bids. However, if the bid has already been returned, complete this Amendment and return it for attachment to your bid no later than 3:00 PM, May 31, 2024.

City of Buckeye
Attn: Diana Landeros, Contracts Administrator
Finance Department
dlanderos@buckeyeaz.gov

**SOLICITATION: IFB No. 2024173 – INVITATION FOR BIDS MILLER ROAD EXPANSION – DURANGO TO LOWER BUCKEYE**
Last Day for Questions: **May 24, 2024, no later than 3:00 PM local time**
Due Date and Time: **May 31, 2024, no later than 3:00 PM local time.**

**NOTICE TO CONTRACTORS:**
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bids documents prepared by the City of Buckeye.

**The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the bid.**

**BASE BID HAS BEEN REVISED AND REPLACED :**

**QUESTIONS ASKED BY CONTRACTORS:**

1. Is the Construction Budget advertised including all associated costs; ie: engineering, design, OHE relocation and construction? If so, can the City provide the Engineer Estimate for Construction Only?
    a. The Available for Construction (AFC) value provide in the IFB is hard cost only. It is our to issue a contract for less than the AFC $11.5 Million. All soft costs including design as well as any work "provide by others", or the City are not included in that value. The City has/will relocate power, utilities prior to award of IFB 2024173. We do not provide the engineers opinion of probable costs during the bid phase.

**PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED INVITATION FOR BIDS AMENDMENT ACKNOWLEDGEMENT.**

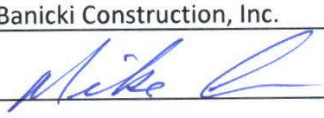
**SOLICITATION AMENDMENT ACKNOWLEDGEMENT**

**SOLICITATION: IFB NO. 2024173 – MILLER ROAD EXPANSION – DURANGO TO LOWER BUCKEYE**

**AMENDMENT NUMBER 1**
**AMENDMENT ISSUE DATE: MAY 13, 2024**

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: J. Banicki Construction, Inc.

Authorized Signature: 

Print Name and Title: Mike Abraham, President

Date: 5-31-24

Address: 4720 E. Cotton Gin Loop, Ste. 240

City, State, Zip Code: Phoenix, AZ 85040

Telephone Number: (480) 921-8016

Email Address: (480) 921-9456

**SOLICITATION AMENDMENT**
**IFB NO. 2024173**
**CITY OF BUCKEYE**
**AMENDMENT NO. 2**

**NOTE:** Attach to Original Invitation for Bids. However, if the bid has already been returned, complete this Amendment and return it for attachment to your bid no later than 3:00 PM, June 7, 2024.

City of Buckeye
Attn: Diana Landeros, Contracts Administrator
Finance Department
dlanderos@buckeyeaz.gov

**SOLICITATION: IFB No. 2024173 – INVITATION FOR BIDS MILLER ROAD EXPANSION – DURANGO TO LOWER BUCKEYE**
Last Day for Questions: **May 24, 2024, no later than 3:00 PM local time**
Due Date and Time: **June 7, 2024, no later than 3:00 PM local time.**

**NOTICE TO CONTRACTORS:**
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bids documents prepared by the City of Buckeye.

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**The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the bid.**

**Revision to Solicitation:**

**Bid Due Date has been changed from May 31, 2024, 3:00 PM Local Time to June 7, 2024, 3:00 PM Local Time.**

**PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED INVITATION FOR BIDS AMENDMENT ACKNOWLEDGEMENT.**

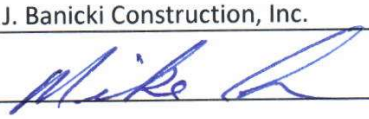
**SOLICITATION AMENDMENT ACKNOWLEDGEMENT**

**SOLICITATION: IFB NO. 2024173 – MILLER ROAD EXPANSION – DURANGO TO LOWER BUCKEYE**

**AMENDMENT NUMBER 2**
**AMENDMENT ISSUE DATE: MAY 30, 2024**

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: J. Banicki Construction, Inc.

Authorized Signature: 

Print Name and Title: Mike Abraham, President

Date: 6-7-24

Address: 4720 E. Cotton Gin Loop, Ste. 240

City, State, Zip Code: Phoenix, AZ 85040

Telephone Number: (480) 921-8016

Email Address: estimating@banicki.com

**SOLICITATION AMENDMENT**
**IFB NO. 2024173**
**CITY OF BUCKEYE**
**AMENDMENT NO. 3**

**NOTE:** Attach to Original Invitation for Bids. However, if the bid has already been returned, complete this Amendment and return it for attachment to your bid no later than 3:00 PM, June 7, 2024.

City of Buckeye
Attn: Diana Landeros, Contracts Administrator
Finance Department
dlanderos@buckeyeaz.gov

**SOLICITATION: IFB No. 2024173 – INVITATION FOR BIDS MILLER ROAD EXPANSION – DURANGO TO LOWER BUCKEYE**
Last Day for Questions: **May 24, 2024, no later than 3:00 PM local time**
Due Date and Time: **June 7, 2024, no later than 3:00 PM local time.**

**NOTICE TO CONTRACTORS:**
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bids documents prepared by the City of Buckeye.

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**The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the bid.**

**Questions:**

1. **Hello, I am looking for the bidding section for trucking, would this be included in your bidding opportunity. I did not see in the plan details.**
    a. **The General Contractor is responsible for the trucking. The plans will be provided when the solicitation closes.**

**PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED INVITATION FOR BIDS AMENDMENT ACKNOWLEDGEMENT.**

**SOLICITATION AMENDMENT ACKNOWLEDGEMENT**

**SOLICITATION: IFB NO. 2024173 – MILLER ROAD EXPANSION – DURANGO TO LOWER BUCKEYE**

**AMENDMENT NUMBER 3**
**AMENDMENT ISSUE DATE: June 6, 2024**

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: J. Banicki Construction, Inc.

Authorized Signature: 

Print Name and Title: Mike Abraham, President

Date: 6-7-24

Address: 4720 E. Cotton Gin Loop, Ste. 240

City, State, Zip Code: Phoenix, AZ 85040

Telephone Number: (480) 921-8016

Email Address: estimating@banicki.com

**SOLICITATION AMENDMENT**
**IFB NO. 2024173**
**CITY OF BUCKEYE**
**AMENDMENT NO. 4**

**NOTE:** Attach to Original Invitation for Bids. However, if the bid has already been returned, complete this Amendment and return it for attachment to your bid no later than 3:00 PM, June 14, 2024.

City of Buckeye
Attn: Diana Landeros, Contracts Administrator
Finance Department
dlanderos@buckeyeaz.gov

**SOLICITATION: IFB No. 2024173 – INVITATION FOR BIDS MILLER ROAD EXPANSION – DURANGO TO LOWER BUCKEYE**
Last Day for Questions: **May 24, 2024, no later than 3:00 PM local time**
Due Date and Time: **June 14, 2024, no later than 3:00 PM local time.**

**NOTICE TO CONTRACTORS:**
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bids documents prepared by the City of Buckeye.

**The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the bid.**

**Revision to Solicitation:**

**Bid Due Date has been changed from June 7, 2024, 3:00 PM Local Time to June 14, 2024, 3:00 PM Local Time.**

**PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED INVITATION FOR BIDS AMENDMENT ACKNOWLEDGEMENT.**

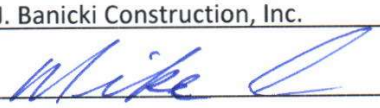
**SOLICITATION AMENDMENT ACKNOWLEDGEMENT**

**SOLICITATION: IFB NO. 2024173 – MILLER ROAD EXPANSION – DURANGO TO LOWER BUCKEYE**

**AMENDMENT NUMBER 4**
**AMENDMENT ISSUE DATE: June 14, 2024**

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: J. Banicki Construction, Inc.

Authorized Signature: 

Print Name and Title: Mike Abraham, President

Date: 6-14-24

Address: 4720 E. Cotton Gin Loop, Ste. 240

City, State, Zip Code: Phoenix, AZ 85040

Telephone Number: (480) 921-8016

Email Address: estimating@banicki.com

**SOLICITATION AMENDMENT**
**IFB NO. 2024173**
**CITY OF BUCKEYE**
**AMENDMENT NO. 5**

**NOTE:** Attach to Original Invitation for Bids. However, if the bid has already been returned, complete this Amendment and return it for attachment to your bid no later than 3:00 PM, June 14, 2024.

City of Buckeye
Attn: Diana Landeros, Contracts Administrator
Finance Department
dlanderos@buckeyeaz.gov

**SOLICITATION: IFB No. 2024173 – INVITATION FOR BIDS MILLER ROAD EXPANSION – DURANGO TO LOWER BUCKEYE**

Last Day for Questions: **May 24, 2024, no later than 3:00 PM local time**
Due Date and Time: **June 14, 2024, no later than 3:00 PM local time.**

**NOTICE TO CONTRACTORS:**
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bids documents prepared by the City of Buckeye.

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**The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the bid.**

**SECTION 200 INSTRUCTIONS TO BIDDERS Revised and replaced with the following**:
All Bids shall remain firm for a period of **Ninety (90) calendar days** after the date of the Bid opening and the Contractor shall be prepared to begin construction upon the date established by the Advice of Award and Notice to Proceed.

**QUESTIONS:**

1. **Is an earthwork take-off report available for this project?**
   a. Not earthwork take-off on the plans or EOPC, but I reached out to Kimley Horn and there is Earthwork being done for the drainage, they will get me the quantities on Monday and I will send as soon as I get them.
2. **Are cross sections available for this project?**
   a. There are cross sections on the Kimley Horn plans signed 03/28/24 (refer to sheet numbers 5, 6 & 7)
3. **The bid schedule has only lump sum pricing for the Miller Road project, however as directed in the pre-bid meeting we have done a quantity take off to compare to the estimated quantities provided in the project plans. Upon completion of our take-off, it has been discovered the City of Buckeye items per the plans are short the following quantities:**
   - Subgrade Preparation - 1,694 SY
   - Aggregate Base Course 8" Thick - 69 SY
   - Aggregate Base Course 12" Thick - 1,624 SY
   - 1.5" Asphalt Concrete Pavement - 5 SY
   - 3" Asphalt Concrete Pavement - 1,624 SY

- 4" Asphalt Concrete Pavement - 1,624 SY
- 3" Asphalt Concrete Pavement (residential mix) - 1 SY
- PCCP 9" Thick - 17 SY
- Vertical Curb & Gutter - 115 LF
- Single Curb - 191 LF
- Concrete Sidewalk - 110 SF
- Concrete Median Nose Transition - 27 SF
- Median Pavers - 1,059 SF
- Concrete Apron and Valley Gutter - 867 SF
- Concrete Bus Pad - 1 EA
- Remove Air Release Valve - 1 EA
- Remove Concrete Curb and Gutter - 15 LF
- Remove Valley Gutter - 123 SF
- Remove Existing Concrete Sidewalk, Driveway and Slabs - 539 SF
- Remove Asphalt Concrete Pavement - 85 SY
- Remove Existing Fence - 9 LF
- Decomposed Granite 1" Agg Size 2" Thick - 50 SY
- Grouted Riprap - 16 CY
- 18" Reinforced Concrete Pipe, Class IV - 22 LF
- Pneumatically Placed Mortar (Shotcrete) 2" Thick - 21 SY
- Will this project be paid as unit price or lump sum? How does the owner plan to handle quantity overruns if the plans are incorrect?
    a) Will be paid as Lump Sum.

4. **Will edge milling be required along the curb and gutter on the west side of Miller Road prior to the 1.5" overlay?**
    a) There's no edge milling required along the west side for curb and gutter.
5. **Will flaggers be paid through the traffic control allowance?**
    a) Yes
6. **Bid Schedule, Bid Item 7 – Signings & Markings. Should the quantity be 1 lump sum rather than 10 each?**
    a) Yes, that should be a mistake and it should say EA 1 or LS 1

**PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED INVITATION FOR BIDS AMENDMENT ACKNOWLEDGEMENT.**

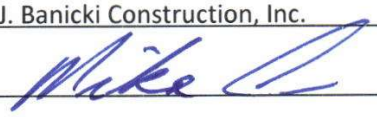
**SOLICITATION AMENDMENT ACKNOWLEDGEMENT**

**SOLICITATION: IFB NO. 2024173 – MILLER ROAD EXPANSION – DURANGO TO LOWER BUCKEYE**

**AMENDMENT NUMBER 5**
**AMENDMENT ISSUE DATE: June 10, 2024**

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: J. Banicki Construction, Inc.

Authorized Signature: 

Print Name and Title: Mike Abraham, President

Date: 6-14-24

Address: 4720 E. Cotton Gin Loop, Ste. 240

City, State, Zip Code: Phoenix, AZ 85040

Telephone Number: (480) 921-8016

Email Address: estimating@banicki.com

**SOLICITATION AMENDMENT**
**IFB NO. 2024173**
**CITY OF BUCKEYE**
**AMENDMENT NO. 6**

**NOTE:** Attach to Original Invitation for Bids. However, if the bid has already been returned, complete this Amendment and return it for attachment to your bid no later than 3:00 PM, June 14, 2024.

City of Buckeye
Attn: Diana Landeros, Contracts Administrator
Finance Department
dlanderos@buckeyeaz.gov

**SOLICITATION: IFB No. 2024173 – INVITATION FOR BIDS MILLER ROAD EXPANSION – DURANGO TO LOWER BUCKEYE**

Last Day for Questions: **May 24, 2024, no later than 3:00 PM local time**
Due Date and Time: **June 14, 2024, no later than 3:00 PM local time.**

**NOTICE TO CONTRACTORS:**
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bids documents prepared by the City of Buckeye.

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**The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the bid.**

**CLAIRIFICATIONS EXHIBIT G TECHNICAL PROVISIONS AND SPECIFICATIONS:** Please disregard any references to rubberized asphalt.

**PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED INVITATION FOR BIDS AMENDMENT ACKNOWLEDGEMENT.**

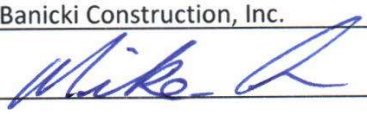
**SOLICITATION AMENDMENT ACKNOWLEDGEMENT**

**SOLICITATION: IFB NO. 2024173 – MILLER ROAD EXPANSION – DURANGO TO LOWER BUCKEYE**

**AMENDMENT NUMBER 6**
**AMENDMENT ISSUE DATE: June 12, 2024**

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: J. Banicki Construction, Inc.

Authorized Signature: 

Print Name and Title: Mike Abraham, President

Date: 6-14-24

Address: 4720 E. Cotton Gin Loop, Ste. 240

City, State, Zip Code: Phoenix, AZ 85040

Telephone Number: (480) 921-8016

Email Address: estimating@banicki.com

**ATTACHMENT 2**

**SUBCONTRACTOR LIST FORM**

This attachment to the Bid Form must be submitted in a sealed envelope along with the Bid Form. Each envelope shall bear the name of the Contractor making the submittal with identification of contents contained therein. The Contractor must list below the names of all qualified subcontractors or suppliers he will employ for the various portions of the Work indicated. It is the responsibility of the General Contractor to ascertain that all subcontractors for this project meet the requirements of applicable state statutes. The Contractor may list himself to perform one or more of the listed categories of work for which he has any requisite state licenses when required. In this case, all personnel performing such work at the site shall be carried on his own payroll. If equipment is leased with operators, the operators need not be carried on the Contractor's payroll. List only a single name for each listing. List names only for base bid as per your bid. Lists submitted by unsuccessful bidders will be returned unopened if requested.

| DIVISION | SUBCONTRACTOR | LICENSE NUMBER | D&B NUMBER |
|---|---|---|---|
| Concrete | TWC Contracting | 330212 | 060258223 |
| Adjustments | Spear Construction | 219435 | 785052585 |
| Fence | Hunter Guard Rail & Fence | 152759 | 142122832 |
| Milling | Milling Services | 342385 | 118981779 |
| Wet Utilities | AP Contracting | 310067 | 080768215 |
| Shotcrete | Auza Contracting | 160321 | 009098208 |
| Striping | Arizona Lines | 334431 / 338347 | 042984113 |
| Electrical | Utility Construction Company | 124023 | 809506553 |
| Landscape | LJ Landscapes | 281727 | 046711950 |
| Pavers | European Pavers | 092211 | 181149550 |
| AC Material | Southwest Asphalt | | 031810617 |
| ABC Material | Custom Landscape Material | | 002061518 |
| | | | |
| | | | |
| | | | |
| | | | |

Respectfully Submitted,

J. Banicki Construction, Inc.

(Name of Firm)

**ATTACHMENT 3**

**CITY OF BUCKEYE, ARIZONA**
**CONTRACTOR'S QUALIFICATION STATEMENT**

Name of Firm: J. Banicki Construction, Inc.

Address: 4720 E. Cotton Gin Loop, Ste. 240

City, State, Zip Code: Phoenix, AZ 85040

Telephone No: (480) 921-8016

Facsimile No: (480) 921-9456

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(1) How many years has your firm been in business as a general contractor? 33 years

(1.1) How many years has your firm been in business as a general contractor in the State of Arizona? 33 years

(2) How many years has your firm been in business under its present business name? 33 years

(3) List states and categories in which your firm is legally qualified to do business:

| State | Category(ies) |
|---|---|
| Arizona | Class A, General Commercial, General Engineering |
| California | Class A, General Commercial, General Engineering |
| | |

(4) List the percentage of work normally accomplished with your own forces: 60%

(4.1) Will you need to expand your work force for this project? No

(4.2) Present number of personnel employed: 98

(5) Have you ever failed to complete any project awarded to your firm? If so, explain circumstances on separate sheet. (Check One) X No

_____ Yes, See attached explanation

(5.1) Within the past five (5) years, has any officer or partner of your firm ever been an officer or partner of another firm that failed to complete any project awarded to it?

(Check one) X No

_____ Yes, see attached explanation.

(6) On a separate sheet, List separately all construction projects greater than **$300,000.00** awarded, in-progress, or completed in the past five (5) years by your firm. Include project, owner (address and telephone number), Design Professional, contract amount, percent complete, and scheduled completion date. See attached

(7) On a separate sheet, list the construction experience and provide resumes of key individuals of your firm. Include the Project Manager, Superintendent, and Assistant Superintendent for this project; and identify their previous levels of responsibility for those projects listed in Paragraph 6. See Attached

(8) References: (Bank, Trade, and Professional) Provide name, address, and telephone number. List three.

1. Bank- Amegy Bank 1801 Main Street, Houston, TX 77002, Rifky Maulana 713-232-2160
2. Trade - Southwest Asphalt 1302 W. Drivers Way, Tempe, AZ 85284 Gary Slone 480-217-0559
3. Professional - City of Sedona 102 Roadrunner Dr., Sedona, AZ 86336 Andy Dickey 928-203-5039

(9) Name of bonding company and name and phone number of agent.

Alliant Insurance Services (Company Name), Jessica Piccirillo (Contact Name), 826-269-2163 (Phone Number)

(10) Scheduling techniques to be employed by your firm to expedite construction. P6 Scheduling Software, Weekly Review & Update Meetings

(11) List your Arizona Contractor's License Number(s) and category.

AZ ROC# 091410 CATEGORY: Class A, General commercial, General Engineering

(12) List your Dun & Bradstreet (D&B) Number: 61-978-6825

(13) Is your Firm qualified to participate in Federal Projects: YES: X NO: _____

(14) Is your Firm familiar with requirements for Davis Bacon Payroll? YES: X NO: _____

Name of Organization: J. Banicki Construction, Inc.

(Check One) Corporation X Partnership ___ Individual ___
Joint Venture ___ Other ___

Submitted by:
SIGNATURE: _____

NAME: Mike Abraham

TITLE: President

Principal Office: J. Banicki Construction, Inc.

Address: 4720 E. Cotton Gin Loop, Ste. 240

Phoenix, AZ 85040

Telephone: (480) 921-8016

Facsimile: (480) 921-9456

Email: estimating@banicki.com

M Mike Abraham being duly sworn deposes and says that he/she is the President of J. Banicki Construction, Inc. Contractor(s), and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 31st day of May, 2024

Notary Public: _____

My Commission Expires: 10th day or Novemeber, 2024

KAREN SAMPSON
Notary Public, State of Arizona
Maricopa County
Commission # 614744
My Commission Expires
November 10, 2025

# MIKE ABRAHAM - PRESIDENT

### Firm
J. Banicki Construction, Inc.

### Home Office
4720 E. Cotton Gin Loop, Ste 240
Phoenix, Arizona 85040

### Years of Experience (Firm/Total)
14 / 40

### Areas of Expertise
- CMAR Project Expertise
- JOC Oversight Experience
- Constructability Review
- Professional Estimator
- Schedule Preparation
- Cost Analysis Preparation
- Partnering Champion
- Safety and Security
- Environmental Compliance
- Project Supervision and Management
- Subcontractor Management
- Resource Analysis
- Bridge Structures
- Risk Identification and Mitigation

### Training and Certifications
- BNSF Contractor Orientation including RWP
- eRailsafe Clearance
- Rule 310 Dust Control
- OSHA 10 Hour
- OSHA Trench Safety
- OSHA Confined Space
- First Aid and CPR Certified

## Summary

Mike brings 40 years of construction experience to this project. He began his career as a raker on an asphalt crew and through hard work, dedication and a commitment to excellence, Mike worked his way up through the ranks to project management. His extensive field and management experience in all types of construction, specializing in asphalt, paving, grading and utilities, as well as budgeting, partnership and best business practices led to becoming President of Banicki in January 2013. He has extensive experience in multiple delivery types, including JOC and Construction Manager At Risk (CMAR). As President, Mike's primary objective is to ensure the project management team consistently meets the needs and expectations of the Owner. He provides the team with technical direction for best practices and the optimal utilization of labor, materials and equipment resources. Mike's involvement ensures that this project is tracking as planned, in terms of both schedule and budget.

## Relevant Project Experience

- City of Phoenix – 32nd Street Multi-Use Trail & Street Improvements
- BNSF Glendale Intermodal Facility and Yard Expansion
- City of Chandler – Arizona Avenue Improvements – Frye Rd to Pecos Rd
- MCDOT - Roadway Stabilization and Paving JOC Services Contract
- City of Peoria - Pavement JOC Services Contract
- Phoenix Street Transportation Department - Transportation General Construction JOC Services Contract
- ADOT – Town of Prescott Valley Lakeshore Drive to 89A
- City of Sedona - Uptown Sedona SR89A Reconstruction (CMAR)
- City of Surprise – Litchfield and Cactus Roadway Improvements
- MCDOT - Germann Rd - East of Ellsworth Rd: Pavement Reconstruction and Rehabilitation
- City of Mesa – Rio Salado Pathway SR101L to Dobson Emergency Asphalt Repairs

# LONNIE FERGUSON – OPERATIONS MANAGER

### Firm
J. Banicki Construction, Inc.

### Home Office
4720 E. Cotton Gin Loop, Ste 240
Phoenix, Arizona 85040

### Years of Experience (Firm/Total)
12 / 30

### Areas of Expertise
- JOC Project Experience
- Heavy Civil Projects
- Municipal Roadway Improvement
- Asphalt Paving
- Utility Coordination
- Safety and Security
- Environmental Compliance
- Project Supervision and Management
- Project Scheduling and Coordination
- Concrete Paving
- Subcontractor Management
- Aviation Construction
- Grading and Drainage

### Training and Certifications
- BNSF Contractor Orientation including RWP
- eRailsafe Clearance
- First Aid and CPR Certified
- Rule 310 Dust Control
- MSHA 24
- Operating Engineers Apprenticeship
- Erosion Control Coordinator
- OSHA Competent Person for: Trenching and Excavating, and Confined Spaces

## Summary
Lonnie has been involved in the civil construction industry for nearly 30 years after serving as Petty Officer 2nd Class in the United States Navy. He is in charge of overseeing day-to-day field operations, cost estimate preparation, scheduling and tracking of materials, personnel and equipment allocation, document control and subcontractor coordination. Lonnie started as an equipment operator and with his extensive knowledge in earthwork, grading, concrete paving, asphalt paving and utility installation experience, worked his way up the to his current position as Operations Manager with Banicki. Lonnie brings a well-rounded understanding of the civil construction industry.

## Relevant Project Experience
- City of Phoenix – 32nd Street Multi-Use Trail & Street Improvements
- BNSF - Glendale Intermodal Facility and Yard Expansion
- City of Chandler – Arizona Avenue Improvements – Frye Rd to Pecos Rd
- ADOT/Prescott Valley - Lakeshore to 89A Reconstruction
- City of Phoenix - Deer Valley Airfield Safety Enhancements
- City of Peoria – 83rd Avenue Improvements (Peoria Avenue to Thunderbird Avenue)
- City of Phoenix – PSHIA Terminal 4 North Concourse Service Road Conditioning
- Coolidge Municipal Airport: Taxiway B & B4 Reconstruction
- City of Phoenix – Tatum Boulevard Improvements
- City of Phoenix – 48th Street Reconstruction
- City of Tempe – Pavement Restoration: Curry Road & McClintock and Mill Avenue & Broadway
- City of Phoenix Aviation Department – Yuma Street Pavement Improvements: 25th Place to 27th Street
- Coolidge Municipal Airport: Runway 5-23 Reconstruction
- City of Casa Grande – SR287 Improvements (Mill and Overlay)
- City of Mesa – Rio Salado Pathway SR101 to Dobson Rd

# ERIC ROTNER –VICE PRESIDENT OF OPERATIONS

### Firm
J. Banicki Construction, Inc.

### Home Office
4720 E. Cotton Gin Loop, Ste 240
Phoenix, Arizona 85040

### Years of Experience (Firm/Total)
17 / 22

### Areas of Expertise
- CMAR Project Experience
- JOC Project Experience
- Design-Build Experience
- Safety and Security
- Environmental Compliance
- Project Supervision and Management
- Heavy Civil Projects
- Project Scheduling and Coordination
- Municipal Roadway Improvement
- Asphalt Paving
- Utility Coordination
- Concrete Paving
- Aviation Construction
- Grading and Drainage

### Training and Certifications
- BNSF Contractor Orientation including RWP
- eRailsafe Clearance
- First Aid and CPR Certified
- Rule 310 Dust Control
- Erosion Control Coordinator
- ACE/ASU Continuing Education Courses
- OSHA 10 Hour

## Summary
Eric is a graduate of Arizona State University with a degree in Construction Management. He also served our country as a Sergeant in the United States Marine Corps and developed many useful skills such as troubleshooting, sense of urgency, punctuality and attention to detail. These skills are all directly applicable to overseeing field and office operations, cost estimate preparation, scheduling/tracking materials and equipment, document control and subcontractor coordination. As the Director of Operations, Eric conducts both formal and "over-the-shoulder" constructability reviews for pavement design, staging and phasing, and work planning. During construction, Eric oversees operations, ensuring 100% of the preconstruction planning efforts are captured in the execution of the project.

## Relevant Project Experience
- BNSF - Glendale Intermodal Facility and Yard Expansion
- BNSF - El Mirage Automotive Facility Pavement Repairs
- Phoenix Street Transportation Department - Transportation General Construction JOC Services Contract
- ADOT - Yuma-Casa Grande Highway I-8: Araby Road TI Reconstruction
- City of Phoenix - Deer Valley Airfield Safety Enhancements
- City of Chandler – Arizona Avenue Improvements – Frye Rd to Pecos Rd
- City of Phoenix Aviation Department - Construction JOC Services Contract
- City of Phoenix Aviation - Sky Harbor International Airport Terminal 4 Apron Reconstruction (CMAR)
- City of Phoenix – PSHIA Terminal 4 North Concourse Service Road Conditioning
- Coolidge Municipal Airport: Taxiway B & B4 Reconstruction
- City of Phoenix – Deer Valley Airport South Ramp Reconstruction
- City of Sedona – Uptown Sedona SR89A Reconstruction (CMAR)
- City of Phoenix – 48th Street Reconstruction
- City of Casa Grande – SR287 Improvements (Mill and Overlay)

# MARTY MUNCEY – PROJECT MANAGER

### Firm
J. Banicki Construction, Inc.

### Home Office
4720 E. Cotton Gin Loop, Ste 240
Phoenix, Arizona 85040

### Years of Experience (Firm/Total)
10/ 14

### Areas of Expertise
- Project Supervision and Management
- Cost Analysis Preparation
- Subcontractor Management
- Heavy Civil, Roadway, and Drainage Construction
- Resource Analysis
- Risk Identification and Mitigation
- Schedule Preparation
- Quantity Tracking
- Constructability Review
- Value Engineering
- Partnering Champion
- Safety and Security
- Environmental Compliance

### Training and Certifications
- B.S. in Construction Management – Arizona State University
- AGC Project Manager Certification
- P6 Scheduling Software Certification
- Erosion Control Coordinator
- OSHA 30 Hour
- Rule 310 Dust Control Coordinator
- OSHA Confined Spaces & Trench Safety
- Quality Asphalt Pavements Certification

## Summary

Marty has extensive knowledge and experience in construction execution. His role on the project team is to oversee the planning and execution of all construction work occurring under this contract. He brings goal-driven leadership, piloted by schedule and budget expectations. Marty carries a passionate commitment to quality, efficiency and team development to every project, utilizing his excellent communication and analytical skills. Marty's heavy civil construction, and management career is characterized by innovation in construction, a solid understanding and execution of contractual requirements and procedures, and a clear commitment to owner and stakeholder collaboration. He delivers a unique comprehension of both real-world applications and managerial administration of preconstruction, contract execution, owner, supplier and subcontractor coordination. Marty is a goal driven leader who maintains a safe, productive, positive climate and guides employees to achieve their highest level of performance.

## Relevant Project Experience

- City of Sedona – Sunset Drive Crossing Drainage Improvements
- City of Sedona – SR 179 Pedestrian Crossing at Oak Creek
- MCDOT – Sun Valley Parkway Culvert Cleaning, Phase 1-3
- MCDOT – El Mirage Bethany Home to Glendale Avenue
- MCDOT – Power Rd – Nunnelley Rd to Warner Road
- MCDOT – Gila Bend Emergency Storm Damage Repairs
- City of Buckeye – TIA Seal Coat Runway 3/21
- Town of Queen Creek – Meridian Rd Queen Creek Rd to Germann Rd
- ADOT – I-8 Araby Road T.I
- City of Chandler Arizona Avenue Improvements
- City of Phoenix – T3 Service Road
- City of Scottsdale – Scottsdale Airport SDL Taxiway 2 Pavement Reconstruction

# WAYNE RUE – Superintendent

### Firm
J. Banicki Construction, Inc.

### Home Office
4720 E. Cotton Gin Loop, Ste 240
Phoenix, Arizona 85040

### Years of Experience (Firm/Total)
11 / 22

### Areas of Expertise
- Project Supervision and Management
- Heavy Highway Construction
- Structural Concrete
- Asphalt Paving
- Utility Coordination
- Innovative Construction Procedures
- Earthwork
- Project Scheduling and Coordination
- Concrete Paving
- Subcontractor Management
- Construction Methods and Procedures

### Training and Certifications
- OSHA 30--hour
- First Aid and CPR Certified
- Fall Protection Competent Person
- SWPPP
- Rule 310 Dust Control
- Erosion Control
- OSHA Confined Spaces & Trench Safety

## Summary

As a superintendent within Banicki, Wayne excels in communicating with the crew members and subcontractors as well as scheduling to meet project timelines. This experience allows him to innovate and implement solutions that take into account the entire project scope. As a Superintendent, Wayne oversees day-to-day field operations on task orders and projects with challenging structures, concrete construction, and reconstruction. He has consistently demonstrated the ability to effectively coordinate with multiple resource streams (personnel, materials, and equipment) in the changing field environment.

## Relevant Project Experience

- W.E. O'Neil – Jet Aviation Scottsdale Airport Project Cactus
- City of Scottsdale – Airport Taxiway A & Aircraft Runup Area Construction
- City of Scottsdale Airport Taxiway A4 Rehabilitation
- City of Scottsdale – Airport Drive Rehabilitation
- City of Scottsdale – Airport Perimeter Road Construction
- City of Buckeye – Buckeye Pool Parking Lot
- City of Phoenix – Preserve Edge Protection Phase 6
- City of Phoenix – Preserve Edge Protection Phase 7
- City of Phoenix – Solano Park Skate Plaza & Fence
- Valley Metro – FCSM Site Development
- Valley Metro – Stand Alone Validator
- Valley Metro – OMC Guard House & Shade Canopy

## Major Projects In Progress

| Job Name | Description | Entity Name | Original Contract | Contract Compl Date | % Complete | Arch/Engineeer | Arch/Engineer Phone | Project Contact | Contact Phone/Email |
|---|---|---|---|---|---|---|---|---|---|
| Indian Bend Wash Path at Chaparral Rd | The Project consists of the construction of a new pedestrian underpass crossing Chaparral Road just east of Hayden Road. The improvements will also include retaining walls, pedestrian pathway and sidewalk connections, landscape and irrigation restoration, park lighting relocation, signing and marking, slope stabilization, and utility relocations. | City of Scottsdale<br>9191 E. San Salvador Drive, Scottsdale, AZ 85258 | $ 3,636,937.10 | | 0% | | | Chris Read | 480-312-2674 |
| MOE HVAC Rehabilitation (Construction) | Provide construction services and finish all labor, materials, and equipment to complete HVAC rehabilitation at the Maintenance of Equipment (MOE) building. | Valley Metro<br>101 N. 1st Ave, Phoenix, AZ 85003 | $ 2,129,146.95 | | 1% | | | Laura Stahley | 678-422-1442 |
| South Mountain Preserve Edge Protection | The scope of work for this project encompasses the supply and installation of a two-rail pipe fence along 43rd Ave N of 202 (Priority 1), running E of the 202 At W Ray Rd (Priority 2) and along 202 Running SE of 43rd Ave (Priority 3). This work includes layout for the fence alignment in coordination with City staff, potholing for utilities along the alignment and modification of the alignment. | City of Phoenix<br>200 W. Washington, 8th Floor Phoenix, AZ 85003 | $ 994,451.24 | | 11% | | | | |
| Cordes Jct - Flagstaff Hwy (I-17) Airport Rd TI UP | The work consists of replacing the Airport Road TI UP bridge, which carries JW Powell Blvd over Interstate 17 (I-17) at milepost (MP) 337.39. The work includes the reconstruction of the approach roadway on JW Powell Blvd within the interchange to match the new bridge section. The work also includes shoulder widening on JW Powell Blvd east of the interchange, modifications to a roundabout, shoulder restoration on I-17, installation of guardrail, pavement marking, signing & seeding. | ADOT<br>205 S. 17th Ave, 2nd Floor, Phoenix, AZ 85007 | $ 8,994,610.00 | | 3% | Walter Link | wlink2@azdot.gov | Joel Freedman | 480-915-1591 |
| Teravalis Phase 1 Soils Cement & Riprap Infrastructure CFD | Installation of soil cement and riprap which includes all excavation, equipment, materials and compaction. | Trillium Management Development Company<br>4150 N. Drinkwater Blvd., Ste. 100, Scottsdale, AZ 85281 | $ 5,207,623.40 | | 8% | | | Greg Hahn | 480-503-2250 |
| Teravalis Phase 1 & 2 Box Culvert Infrastructure | This project consist of box culverts, excavation, reinforcing steel, hand railing, trash racks, concrete, backfill and compaction. | Trillium Management Development Company<br>4150 N. Drinkwater Blvd., Ste. 100, Scottsdale, AZ 85281 | $ 6,494,554.71 | | 3% | | | Greg Hahn | 480-503-2250 |
| MOE HVAC Rehabilitation (Procurment) | Procurment of material | Valley Metro<br>101 N. 1st Ave, Phoenix, AZ 85003 | $ 563,513.82 | | 41% | | | Laura Stahley | 678-422-1442 |
| Avondale Transit Center Construction | Construct Avondale Transit Center Bus Stop and Surrounding Landscaping | Valley Metro<br>101 N. 1st Ave, Phoenix, AZ 85003 | $ 947,887.52 | | 94% | | | Scott Loveland | 480-561-7071 |
| Town of Florence SR 287 & SR 79B | The project is located in Pinal County where SR 287 and SR 79B meet at the southern section of the Town of Florence. Approximate length of the project is 0.73 miles.The work consists of adding a new multi-lane roundabout at SR 287 and SR 79B and a single-lane roundabout at SR 79B and Florence Heights Drive. | ADOT<br>205 S. 17th Ave, 2nd Floor, Phoenix, AZ 85007 | $ 6,469,511.00 | | 27% | Kimley-Horn & Associates | | Mike Rigby | 623-810-8442 |
| Midfield Crossovers | Remove existing asphalt pavement and other removal items, earthwork, Storm drainage & related, electrical, subgrade preparation, soil sterilant, ABC, Asphalt pavement and pavement markings. | City of Mesa<br>50 E. Main Street, Ste. 500, Mesa, AZ | $ 3,471,931.80 | | 24% | | | Kayleen Cordiak | 480-644-2251 |
| Airport Taxiway A4 Rehabilitation | Milling the existing pavement and recompacting the existing subgrade. The Project limits extend from the intersection of Runway 3- 21 to the intersection of Taxiway A and Taxiway A4. A small portion of the existing crushed aggregate slope protection rock (CASPR) and Airfield Light Fixtures will be impacted during construction, with the Project limits extending eight feet outside the existing Taxiway A4 edge of pavement. | City of Scottsdale<br>9191 E. San Salvador Drive, Scottsdale, AZ 85258 | $ 501,745.50 | | 99% | Mead & Hunt - Brad Mikulecky | 480-995-6222 | Chris Read | 480-312-2674 |
| Phoenix Goodyear Airport New Apron & Taxiway Connector | The project consists of the construction of a concrete taxiway connector which ties the existing Taxiway A to a future aircraft parking apron at Phoenix Goodyear Airport. Work consists of paving approximately 11,085 SY of 17" thick Portland Cement Concrete Pavement and a 4" thick asphalt concrete shoulder, both with base course materials; installation of a concrete storm drainpipe under the pavement, and the relocation of a Surface Weather Station, connected by an underground duct bank. Included will be the installation of a duct bank and conduit system for taxiway edge lights and connection to the existing airfield lighting system and a 70-foot-tall apron light pole. | City of Phoenix Aviation<br>200 W. Washington, 8th Floor Phoenix, AZ 85003 | $ 11,698,594.90 | | 0% | C&S Companies - Lance McIntosh | 602-997-7536 | Scott Clark | 602-681-5349 |
| Phoenix Goodyear Airport Infield Paving Phase I | The Project consist of grading and paving of 3 infields, drainage and electrical vault improvements in these infields as well. | City of Phoenix Aviation<br>200 W. Washington, 8th Floor Phoenix, AZ 85003 | $ 2,657,022.50 | | 92% | Trace Consulting - John Kliethermes | 480-740-9077 | Scott Clark | 602-681-5349 |
| Deer Valley Airport Blast Pads | Asphalt removal, earthwork, subgrade prep., Herbicide, lime treated subgrade, ABC, asphalt pavement, striping / markings, electrical, survey, Q.C. testing, SWPPP. | City of Phoenix Aviation<br>200 W. Washington, 8th Floor Phoenix, AZ 85003 | $ 1,701,693.70 | | 80% | Stantec Consulting - Mike Smejkal | 520-545-7424 | Scott Clark | 602-681-5349 |
| Falcon Nest - Aircraft Hangar | CASPR removal & Stockpile, earthwork, subgrade prep. Cement treated base, ABC and asphalt paving and pavement markings. | Colton Constructors<br>2206 S. Priest Dr., Tempe, AZ 85282 | $ 286,998.00 | | 79% | | | Carter Colton | 602-828-1766 |
| PSHIA West Air Cargo Reconstruction | The purpose of this project is to deliver the reconstruction of the apron pavement with new Portland Cement Concrete Pavement. Additional work will consist of drainage improvements, pavement markings, and utility adjustments. The ramp area is approximately 95,500 square yards of existing asphalt pavement. | City of Phoenix Aviation<br>200 W. Washington, 8th Floor Phoenix, AZ 85003 | $23,999,974.00 | | 49% | Trace Consulting - John Kliethermes | 480-740-9077 | Mark Pilwallis | |
| Construction of Box Culvert at Schultz Creek Crossing | Installation of Box Culvert with utility Relocations and Drainage improvements | Coconino County<br>5600 E. Commerce [illegible] | $ 1,850,000.00 | | 90% | | | Nate Reisner, PE | 928-679-8300 |

Revised: 5/16/2024

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| SR 179 Pedestrian Crossing at Oak Creek | The project involves the construction of a 10-12 foot concrete shared use pathway under the existing SR 179 Oak Creek bridge, with ramps running parallel to SR 179 on each side of the roadway. | City of Sedona<br>102 Roadrunner Drive, Sedona, AZ 86336 | $ 3,461,567.15 | | 42% | | | Bob Welch | 928-203-5120 |
| MC85 at 95th Avenue to 87th Avenue | The work consists of removal and replacement of asphalt pavement, roadway widening, curb and gutter installation, traffic signal installation, utility valve and manhole adjustments, sidewalk placement, lime/cement subgrade stabilization, micro-surfacing, pipe removal and installation, scupper installation, signing and marking and SRP Irrigation and lighting adjustments. | MCDOT<br>2901 W. Durango Street, Phoenix, AZ 85009 | $ 12,478,882.15 | | 86% | | | Matthew Walkowaik | 602-522-7756 |
| Beale Streetscape and Improvements | Full roadway and sidewalk reconstruction and beatification of Beale Street in downtown Kingman, Arizona. Project scope also includes full roadway and sidewalk reconstruction on 2nd, 3rd, 4th, and 5th Street off of Beale Street. | City of Kingman<br>3700 E. Andy Devine Ave, Kingman, AZ 86401 | $ 7,147,082.00 | | 50% | Dick Yano | 480-363-9334 | Curtis Larsen | 928-692-3106 |
| OMC Guard House & Shade Canopy Construction | Purchase and Install Prefabricate Building to act as a Guard House. Contactor to Purchase and Install a Shade Structure near MOE Building. | Valley Metro<br>101 N. 1st Ave, Phoenix, AZ 85003 | $ 809,839.00 | | 87% | | | Scott Loveland | 480-561-7071 |
| Jet Aviation Scottsdale Airport Project Cactus | Remove and replace asphalt on apron, taxiway, and connector | W.E. O;Neil<br>4511 E. Kerby Ave, Phoenix, AZ 85040 | $ 2,458,712.00 | | 95% | | | Brandon VerSteeg | 480-921-8000 |

## J. Banicki Construction, Inc. - Major Projects Completed

| Job Name | Description | Entity Name | Original Contract | Contract Compl Date | % Self Performed | Arch/Engineer | Arch/Engineer Phone | Project Contact | Contact Phone/Email |
|---|---|---|---|---|---|---|---|---|---|
| **2023** | | | | | | | | | |
| Airport Perimeter Road Construction | Pulverize the existing asphalt pavement, recompact and asphalt pave. Additionally, there's CASPR to remove and replace, pavement striping | City of Scottsdale<br>9191 E. San Salvador Drive, Scottsdale, AZ 85258 | $ 1,212,134.50 | | | Mead & Hunt - Brad Mikulecky | 480-995-6222 | Chris Read | 480-312-2674 |
| Airport Drive Rehabilitation | Remove Existing asphalt pavement, prepare subgrade, place ABC and place new asphalt pavement, install loop detectors and pavement markings. | City of Scottsdale<br>9191 E. San Salvador Drive, Scottsdale, AZ 85258 | $ 901,015.55 | | | Mead & Hunt - Brad Mikulecky | 480-995-6222 | Chris Read | 480-312-2674 |
| SD-03 Back O'Beyond Low Water Crossing Improvements | Remove the existing pavement and shotcrete in order to install the concrete box culvert. Install a 3'x12' precast concrete box culvert, wingwalls, channel lining, gabion baskets, and channel lining. A 10' wide concrete shared use path will be installed on the south side of the project. | City of Sedona<br>102 Roadrunner Drive, Sedona, AZ 86336 | $ 849,425.00 | 12/1/23 | 73% | | | Johnathan Hoffman | 928-204-71111 |
| **2022** | | | | | | | | | |
| SRP-TSC Phase 2A | The Project consists of various civil construction improvements including storm drain and drywell installation, basin excavation, grading and chip seal application, and miscellaneous site features. | SRP<br>1500 N. Mill Ave, Tempe, AZ | $ 1,213,233.75 | 2/16/23 | 57% | Coo & Van Loo Consultants | 480-317-5712 | Tim Raybum | 480-317-5712 |
| Bagdad Airport Runway 5-23 LOS and RSA | Construct runway, taxiway turnarounds and RSA improvements. Pulverize asphalt regrade and repave 1900' of runway, remove and replace 3 pipe crossings. | Yavapai County<br>255 E. Gurly Street Prescott, AZ 86301 | $ 2,162,136.20 | 12/30/22 | 79% | Dibble | 480-319-5744 | Chris Steele | 520-464-3163 |
| El Mirage Bethany Home to Glendale Ave. | Reconstruction and Mill & Overlay on El Mirage Road: grading, place ABC, paving, utilities adjustments, pavement marking, traffic control. | MCDOT<br>2901 W. Durango Street, Phoenix, AZ 85009 | $ 1,349,520.25 | 2/27/23 | 79% | | | Leon Adair | 602-506-4684 |
| Ancient Trail Reconstruct (Kachina Tr. To Tolani Tr.) | Road reconstruction and floodway widening with drainage improvements | Coconino County 5600 E. Commerce Ave, Flagstaff, AZ 86004 | $ 1,287,935.52 | 10/31/22 | 83% | Turner Engineering | 928-779-1814 | James Guidotti | 928-606-9367 |
| Buckeye Pool Parking Lot - Delivery Order #1 | Parking lot expansion included grading, paving, electrical lighting, landscaping, concrete work, striping and signage. | City of Buckeye<br>530 E. Monroe Ave., Buckeye, AZ 85326 | $ 1,516,933.90 | 8/23/23 | 54% | Gabor Lorant Architects | 602-667-9090 | Justin Goodere | 623-694-7628 |
| Airport Taxiway A North & Aircraft Runup Area Construction | Pavement removal, earthwork, subgrade preparation., Cement treated soil base, ABC, asphalt paving, electrical, striping/markings, survey and QC Testing. | City of Scottsdale<br>9191 E. San Salvador Drive, Scottsdale, AZ 85258 | $ 4,544,080.00 | | | | | Gary Mascaro | 480-312-2321 |
| TIA Seal Coat Runway 3/21 | Crack seal and seal coat runway 3-21 | Tucson Airport Authority<br>7250 S. Tucson Blvd., Tucson, AZ 85756 | $ 1,688,490.00 | | 24% | Trace Consulting | 480-229-9401 | Greg Shaw | 480-229-9401 |
| Sedona Mill & Overlay | Milling full depth 3" of asphalt roadway covering approximately 622 sy on Kallof Place in Sedona. Light fine grading of existing roadway subgrade to provide suitable surface for new asphalt. New installation of 3" asphalt on existing subgrade, new 4" painted roadway striping similar to what existed prior to construction. | City of Sedona<br>102 Roadrunner Drive, Sedona, AZ 86336 | $ 727,471.12 | 7/6/22 | 73% | | | San Valenzuela | 928-204-7111 |
| **2022 Total** | | | **$ 14,489,800.74** | | | | | | |
| **2021** | | | | | | | | | |
| Town of Guadalupe Avenida Del Yaqui | The work consisted of milling and overlaying of the existing asphaltic concrete pavement, reconstructing curb, gutter, sidewalk and driveways, pavement markings. | ADOT 205 S. 17th Avenue Phoenix, AZ 85007 | $ 5,129,410.55 | 3/31/23 | 50% | | | Richard Adamson | 602-712-3780 |
| Flagstaff-Holbrook Hwy Hermosa Drive UP 1368 | The work consisted of removing the existing bridge deck and constructing new reinforced concrete deck, placing asphaltic concrete pavement, replacing pavement markings, guardrail. | ADOT 205 S. 17th Avenue Phoenix, AZ 85007 | $ 2,715,421.90 | 10/13/22 | 50% | Nfra, Inc. | 602-443-6065 | Karlis Yazzie | 928-524-5421 |
| Zoo Parking Lot Phase II | Scope of work included asphalt and concrete removal, trenching and patch back for the installation of underground piping and electrical wiring,replacement of asphalt at removal areas where asphalt has failed, new curb and gutter, crackfill and sealing, asphalt overlay with paving fabric and striping, additional lighting, landscaping. | City of Phoenix<br>200 W. Washington, Phoenix, AZ 85003 | $ 3,471,108.23 | 6/17/22 | 20% | Gavan & Barker | 602-200-0031 | John Barker | 602-200-0031 |

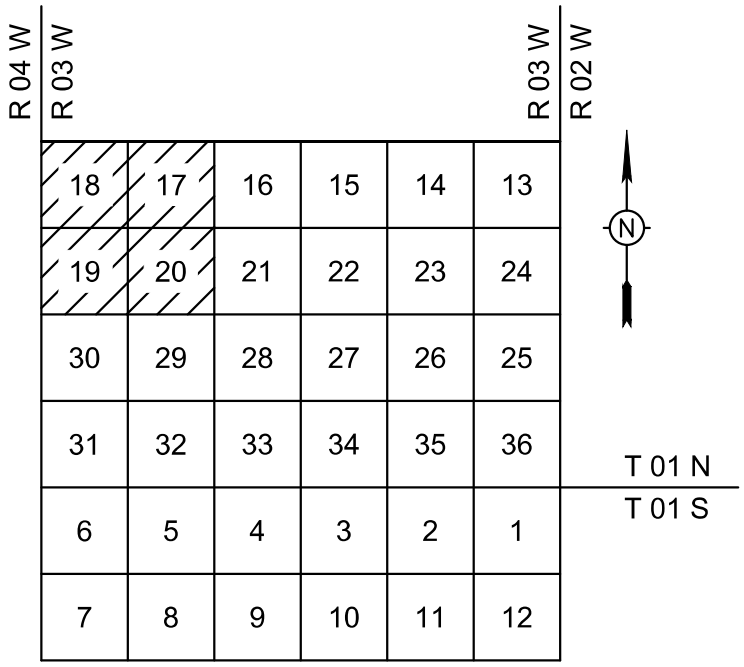
| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Meridian Rd, Queen Creek Rd to Germann Rd | Consist of half-street arterial street construction including subgrade and finish grading; drainage facility construction along the corridor include retention basin, storm drains, drainage culverts, headwalls, drainage catch basins, and street scuppers; placement of aggregate base course overlaid with a two course hot mix asphaltic concrete pavement; concrete curb and gutter, vehicular driveway and sidewalk construction; safety rail; traffic signal construction including conduit, pull boxes, cabling, wiring, control cabinets, poles, mast arms, signal heads and indicators, mounting brackets. | Town of Queen Creek<br>22358 S. Ellsworth Rd, Queen Creek, AZ 85142 | $ | 11,079,465.08 | | 35% | Daniel Fromm | 480-333-4166 | Brad Novacek | 602-291-7802 |
| GMP #6 T4 South Drain Trench Repair | Retrofit existing Terminal 4 South ACO Trench drain with a Neenah Foundry cast iron frame and grate. | City of Phoenix Aviation<br>200 W. Washington, 8th Floor Phoenix, AZ 85003 | $ | 2,347,548.65 | 01/23/23 | 98% | CH2M Hill | 480-966-8188 | Hal Emery | 714-478-2999 |
| SDB-SRP-TSC Civil Upgrades-Design Build | Work consisted of earthwork, underground storm drain pipe, cast-in-place, underground storage, ABC, asphalt placement, striping and pavement markings. | SRP<br>1500 N. Mill Ave, Tempe, AZ | $ | 1,593,838.16 | 09/30/22 | 69% | Coe & Van Loo Consultants | 602-805-7543 | Ty Brewster | 602-236-4087 |
| T4 South 1 Concourse Concrete | The project consisted of the construction of approximately 48,000 square yards of apron pavement and included airfield concrete pavement, GSE/Vehicular concrete pavement, asphalt pavement, pavement base course, drainage structures, jet blast deflection systems, minor electrical work, bollards, manhole and storm drain adjustments, and pavement joint sealants. | City of Phoenix Aviation<br>200 W. Washington, 8th Floor Phoenix, AZ 85003 | $ | 10,512,890.50 | 12/06/22 | 62% | Richard Mowbray | 602-541-6420 | Richard Mowbray | 602-541-6420 |
| Jomax Parkway from Loop 303 to Vistancia Blvd | The work consisted of constructing grading for new roadway alignment and profile, pavement, curb, gutter, drainage, landscaping, conduit for future street lighting, new traffic signal at Vistancia Blvd and Jomax Pkwy, signing, pavement marking, utility load distribution slab and signal interconnect and fiber. | City of Peoria 9875 N. 85th Ave Peoria, AZ 85345 | $ | 3,589,824.93 | 08/30/21 | 50% | | | Ben Wilson | 623-773-7185 |
| Scottsdale Airport Runway 3-21 Rehabilitation | This project included mill and overlay of runway, relocation of edge light circuit, reconstruction of shoulders and blast pads. | City of Scottsdale 9191 E. San Salvador Drive, Scottsdale, AZ 85258 | $ | 10,755,539.09 | 08/30/21 | 39% | | | Gary Mascaro | 480-312-2321 |
| Benson-Wilcox Hwy (I-10) W. Wilcox TI UP | The work included replacing the existing bridge deck and barriers, milling and replacing asphaltic concrete, replacing guardrail and guardrail end terminals, signing & striping. | ADOT 205 S. 17th Avenue Phoenix, AZ 85007 | $ | 2,496,892.90 | 11/30/21 | 61% | | | Walid Warde | 928-651-5879 |
| Carrizo-Whiteriver - IND Pines Post Office Canyon Bridge | The work consisted of bridge deck replacement with a new reinforced concrete deck, placing asphaltic concrete (Misc. Structural) and installing guardrail, replacing the bridge barrier transitions, new approach slab, and pavement markings. | ADOT 205 S. 17th Avenue Phoenix, AZ 85007 | $ | 2,507,821.08 | 10/30/21 | 48% | Randy Routhier | 928-532-2345 | Thomas O'Reilly | 602-712-2587 |
| T4 North Apron Reconstruction GMP 6 | This project included the removal and replacement of 28,000 square yards of 18" thick PCCP at the Sky Harbor International Airport. After PCCP removal was complete we installed new trench drains, fuel pit adjustments, finish earthwork, new PCCP placement and striping. All this work was completed around live aircraft gates with constant aircraft movement. | City of Phoenix Aviation<br>200 W. Washington, 8th Floor Phoenix, AZ 85003 | $ | 10,282,152.00 | 12/31/21 | 64% | City of Phoenix | | Hal Emery | 714-478-2999 |
| **2021 Total** | | | | **$66,481,913.07** | | | | | | |
| **2020** | | | | | | | | | | |
| Sunset Drive Crossing Drainage Improvements | This project included a new culvert, new shared use path, new storm drain, waterline vertical reconstruction, and roadway reconstruction from S. Monte Verde Drive to the entrance of Sunset Park. | City of Sedona 102 Roadrunner Dr.., Sedona, AZ 85336 | $ | 956,960.23 | 03/30/21 | 81% | David Peck | 928-204-7108 | Andy Dickey | 928-203-5039 |
| Bellemont Access Safety Improvements | The project scope included the full reconstruction of the intersection of Transwestern Drive and Brannigan Park Road, the construction of a new roundabout and access road into the Pilot, as well as the full reconstruction of Brannigan Park Road from intersection to the roundabout. The new configuration included a raised median island. | Coconino County<br>5600 E. Commerce Ave, Flagstaff, AZ 86004 | $ | 4,005,000.00 | 10/30/21 | 62% | Burgess & Niple | 480-427-9575 | James Guidotti | 928-606-9367 |
| Holbrook-Springerville Hwy Jim Camp Wash Bridge | The work consisted of asphalt milling, concrete bridge deck replacement, new guardrail on existing Jim Camp Wash Bridge & Cotton Wash Bridge. Also, included was a temporary asphalt paved crossover and a ACFC treatment. | ADOT 205 S. 17th Avenue Phoenix, AZ 85007 | $ | 3,293,381.00 | 01/03/21 | 59% | Randy Routhier | 928-532-2345 | Thomas O'Reilly | 602-712-2587 |
| Town of Clifton Zorilla Street Bridge | The work included removing and replacing the existing timber bridge deck and asphalt wearing surface, broken or missing truss pin nuts; installing glulam timber deck and timber running planks, timber bridge rails; repainting the existing steel deck elements of the superstructure; and installing roadway signs. | ADOT 205 S. 17th Avenue Phoenix, AZ 85007 | $ | 1,225,395.38 | 10/30/20 | 66% | | | Thomas O'Reilly | 602-712-2587 |
| Tucson-Benson Hwy (I-10) Various Locations | The work consisted of straightening of steel girder bottom flanges by means of the flame straightening method, repairing spalls and cracks.Also included was traffic control and recoating. | ADOT 205 S. 17th Avenue Phoenix, AZ 85007 | $ | 736,965.11 | 10/30/20 | 20% | Maximino Infante | 520-333-8555 | Jarod Rogers | 602-262-4897 |
| Zoo Parking Lot Construction | The work at the zoo entailed turning a native desert area into a fully functioning parking lot. The scope included mass excavation including hard rock, clearing and grubbing and plant salvage and replace. Also included was underground drainage piping, electrical for new lighting, new fire line work, concrete flatwork and curbing, ABC placement and asphalt paving. After the paving, the lot was striped and landscaped. | City of Phoenix<br>200 W. Washington, 8th Floor Phoenix, AZ 85003 | $ | 2,782,582.14 | 03/31/21 | 35% | | | Jarod Rogers | 602-262-4897 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| T4 North Apron Reconstruction GMP 5 | This project included the removal and replacement of 28,000 square yards of 18" thick PCCP at the Sky Harbor International Airport. After PCCP removal was complete we installed new trench drains, fuel pit adjustments, finish earthwork, new PCCP placement and striping. All this work was completed around live aircraft gates with constant aircraft movement. | City of Phoenix Aviation<br>200 W. Washington, 8th Floor Phoenix, AZ 85003 | $ | 14,000,000.00 | 12/31/20 | 68% | City of Phoenix | | Hal Emery | 714-478-2999 |
| N. Mountain Road Segment | This project involved the excavation, finsh grading, shotcreteing and rip rap of open channels at 8 separate locations. Also, included was complex traffic control, SWPP management, bird surveys, quality control and material export. | MCDOT<br>2901 W. Durango Street, Phoenix, AZ 85009 | $ | 920,000.00 | 04/30/20 | 46% | | | Jack Guzman | 602-531-5730 |
| **2020 Total** | | | **$** | **27,920,283.86** | | | | | | |
| **2019** | | | | | | | | | | |
| T4 North Apron Reconstruction GMP 4 | This project included the removal and replacement of 29,300 square yards of 18" thick PCCP at the Sky Harbor International Airport. After PCCP removal was complete we installed new trench drains, fuel pit adjustments, finish earthwork, new PCCP placement and striping. All of this work was completed around live aircraft gates with constant aircraft movement. | City of Phoenix Aviation<br>200 W. Washington, 8th Floor Phoenix, AZ 85003 | $ | 12,000,000.00 | 11/23/19 | 68% | City of Phoenix | | Hal Emery | 714-478-2999 |
| Runway 5-23 Reconstruction | Work consisted of full reconstruction of Runway 5-23 with electrical upgrades. 5,564' x 150' asphalt runway with paved shoulders/blast pads and pavement markings. Upgraded airfield electrical feeders and equipment. | City of Coolidge<br>130 W. Central Ave., Coolidge, AZ 85128 | $ | 7,765,120.75 | 06/01/20 | 58% | Brandon Robinson | 602-906-1185 | Brandon Robinson | 602-906-1185 |
| Nogales Airport Runway 3-21 Apron Connector Taxiway | Work consisted of rehabilitation of Runway 3-21 & connector taxiways between apron and Taxiway A. An asphalt surface treatment was applied along with new striping. | Santa Cruz County<br>275 Rio Rico Dr., Rio Rico, AZ 85648 | $ | 1,112,528.00 | 06/01/20 | 26% | Richard Graham | 602-997-7536 | Richard Graham | 602-997-7536 |
| Taxiway & South Apron Reconstruction | Project involved the demolition and removal and replacement of asphalt for the south apron. Removal and replacement of tiedowns, new pavement markings and drainage improvements. | City of Buckeye<br>530 E. Monroe Ave., Buckeye, AZ 85326 | $ | 2,608,415.80 | 01/20/20 | 67% | City of Buckeye | | Steven Riley | 623-349-6172 |
| Mid-Field Apron & Access Rd Construction Phase2 | Phase I consisted of earthwork, base course placement and electrical infrastructure installation & Phase II consisted of paving the access road and apron. | Town of Wickenburg<br>155 N. Tegner Street, Ste. A, Wickenburge, AZ 85390 | $ | 996,580.00 | 02/11/19 | 69% | Richard Graham | 602-997-7536 | Steve Boyle | 925-668-0512 |
| Reconstruct Alpha & Delta Apron | Work consisted of removal and replacement of two asphalt aprons at Payson Airport. | Town of Payson<br>303 N. Beeline Hwy, Payson, AZ 85541 | $ | 729,589.00 | 02/01/19 | 76% | Colin Sterns | 602-803-7079 | Colin Sterns | 602-803-7079 |
| **2019 Total** | | | **$** | **25,212,233.55** | | | | | | |

**EXHIBIT C**
**TO**
**CONSTRUCTION CONTRACT**
**BETWEEN**
**CITY OF BUCKEYE**
**AND**
**J. BANICKI CONSTRUCTION, INC.**

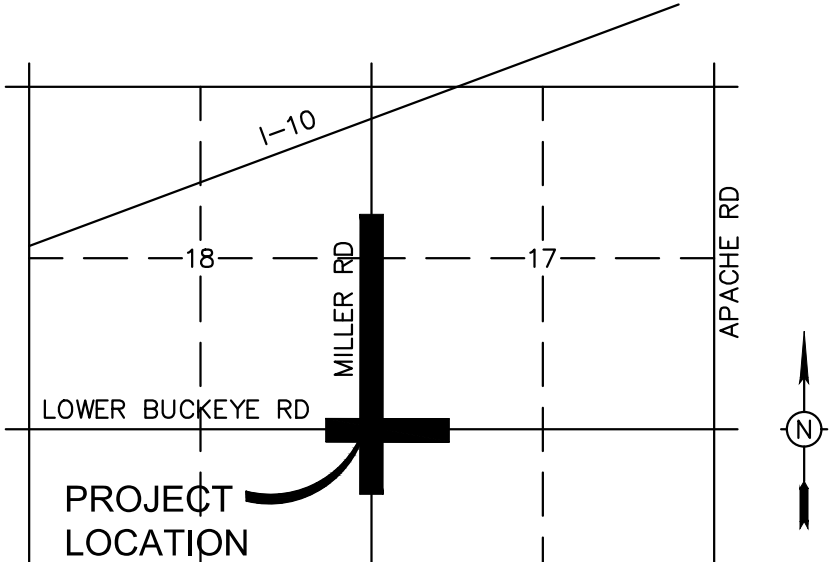
(Plans and Specifications)

See following pages.




VICINITY MAP

NOT TO SCALE

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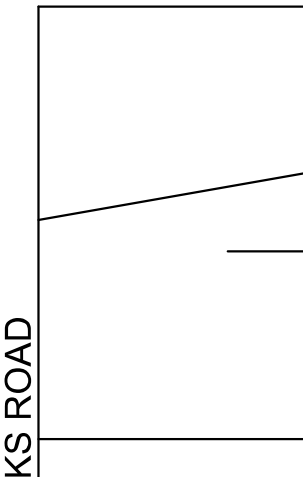
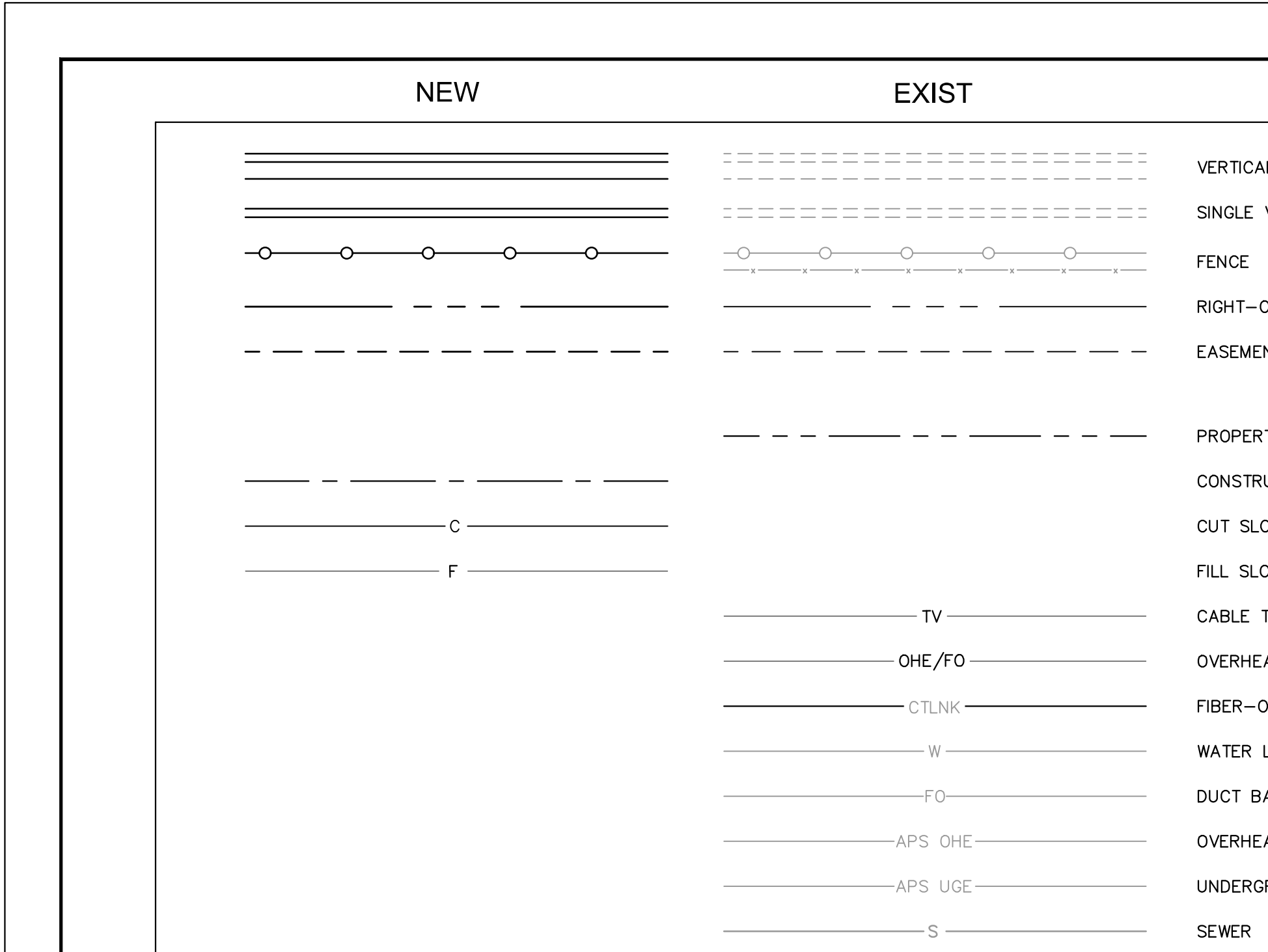


| | |
|---|---|
| Remove Tree, Diameter > 12" | EA |
| Subgrade Preparation | SY |
| Aggregate Base Course, 8" Thick | SY |
| Aggregate Base Course, 12" Thick | SY |
| 1.5" Asphalt Concrete Pavement (A12.5mm Arterial Superpave) | SY |
| 3" Asphalt Concrete Pavement (A12.5mm Arterial Superpave) | SY |
| 4" Asphalt Concrete Pavement (A19.0mm Arterial Superpave) | SY |
| 3" Asphalt Concrete Pavement (R12.5mm Residential Mix) | SY |
| Portland Cement Concrete Pavement (PCCP) 9" Thick, Modified with Fiber Mesh, Class A, MAG Section 725 | SY |
| Bituminous Tack Coat SS-1h, Diluted | TN |
| Vertical Curb & Gutter, MAG Det 220, Type A, H=6" | LF |
| Single Curb, MAG Det 222, Type A | LF |
| Concrete Sidewalk, MAG Det 230 | SF |
| Concrete Median Nose Transition, MAG Det 223 (4" Thick) | SF |
| Median Pavers Per COB DTL 63206 | SF |
| Directional Curb Ramp Per Detail Sheet 45 | EA |
| Directional Curb Ramp Per Special Detail | EA |
| Curb Ramp Per Special Detail | EA |
| Concrete Apron and Valley Gutter, MAG Det 240 | SF |
| Bus Bay (City of Phoenix Det P 1256-1, Type 1) | EA |
| Concrete Bus Pad Per COP DTL P1261 | EA |
| Adjust Manhole Frame & Cover, MAG Det 422 | EA |
| Adjust Valve Box & Cover, MAG Det 391-1-A | EA |
| Adjust Meter Box Per MAG Dtl 319 | EA |
| Remove Pipe, Backfill & Compact, D less than 30" | LF |
| Remove Pipe, Backfill & Compact, D=30" or greater | LF |
| Remove Catch Basin | EA |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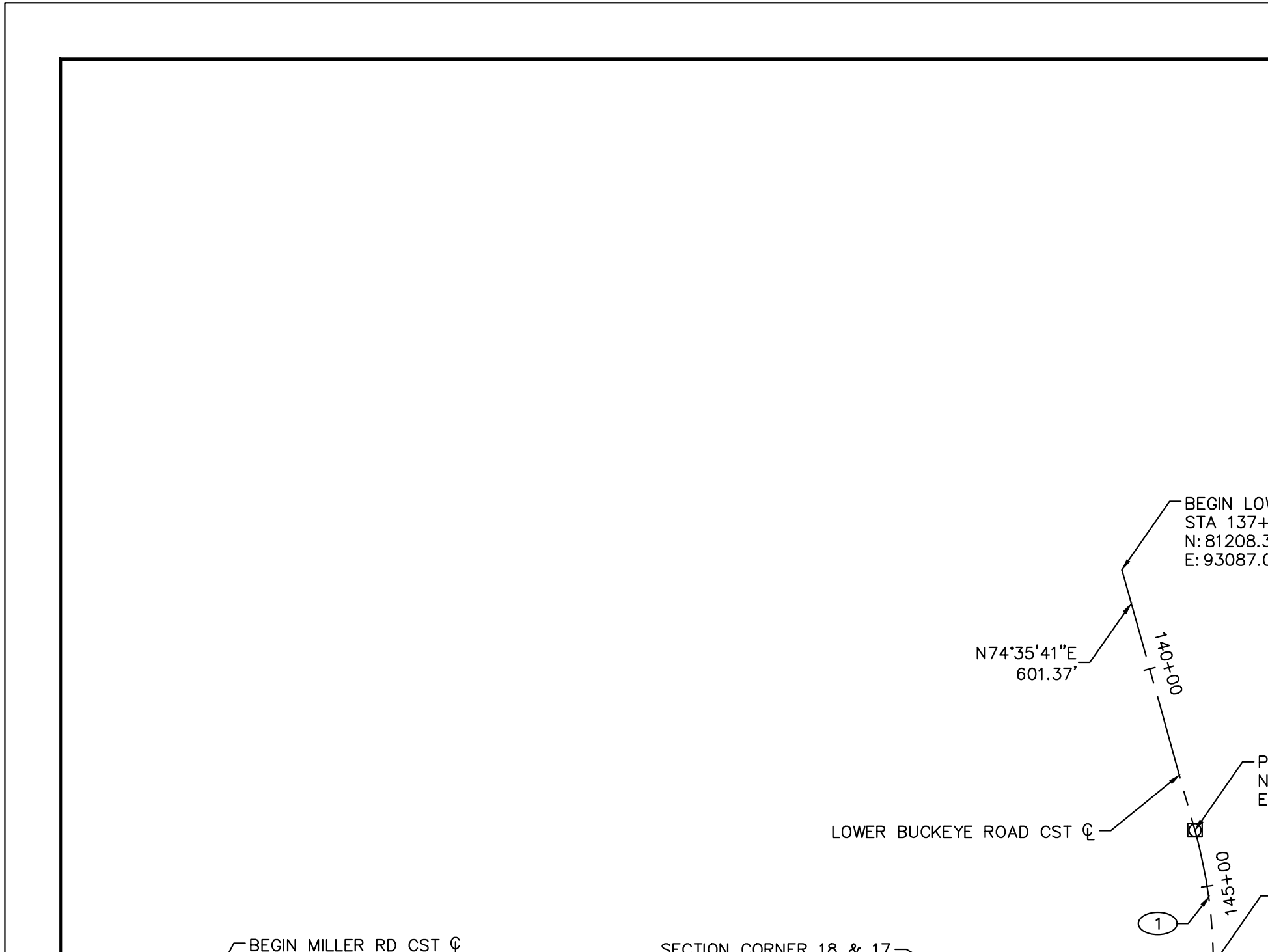
BEGIN LOW
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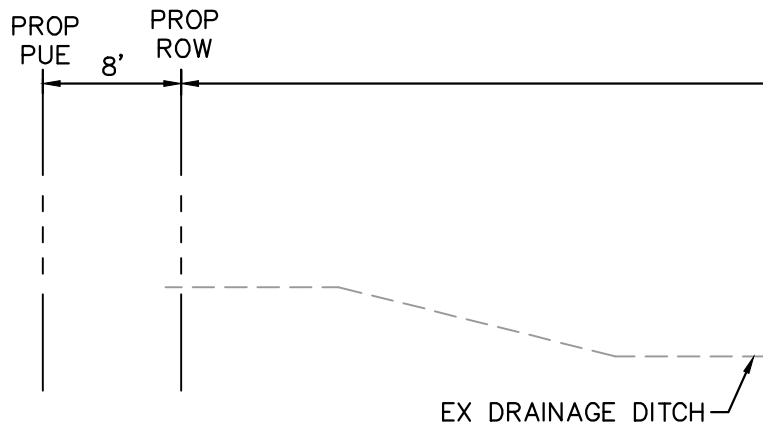
N: 81208.3
E: 93087.0
N74°35'41"E
601.37'
140+00
LOWER BUCKEYE ROAD CST ℄
P
N
E
145+00
1
BEGIN MILLER RD CST ℄
SECTION CORNER 18 & 17


PROP
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ROW
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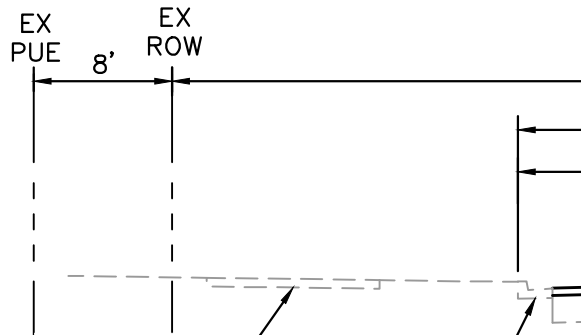
EX
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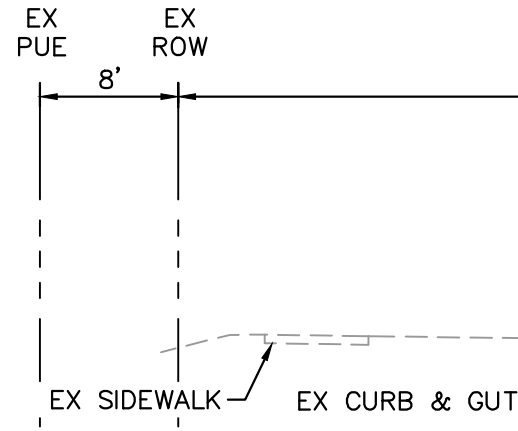
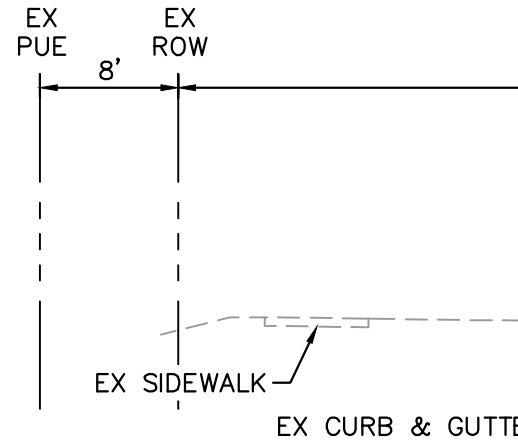
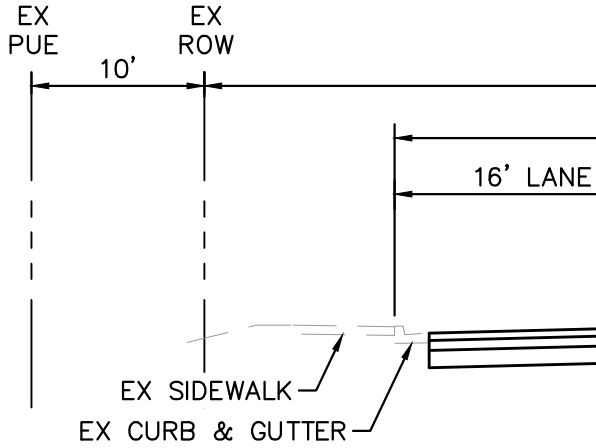



PAVEMENT EDGE PER MAG DTL 201, TYPE A-

STA 140+07.54 TO ST






## DURANGO ST DESIGN DATA

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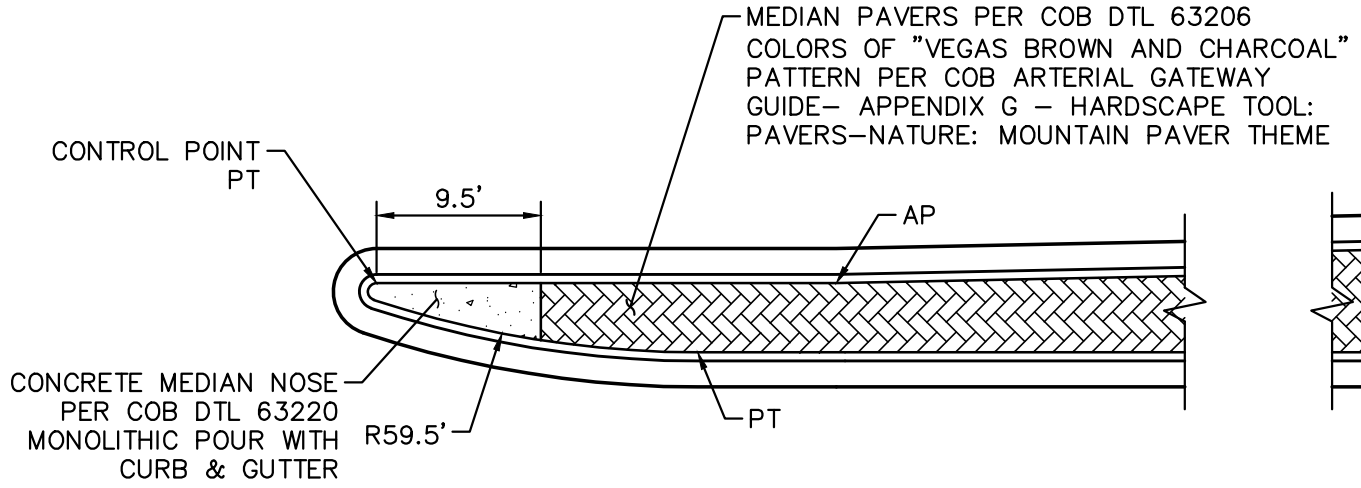
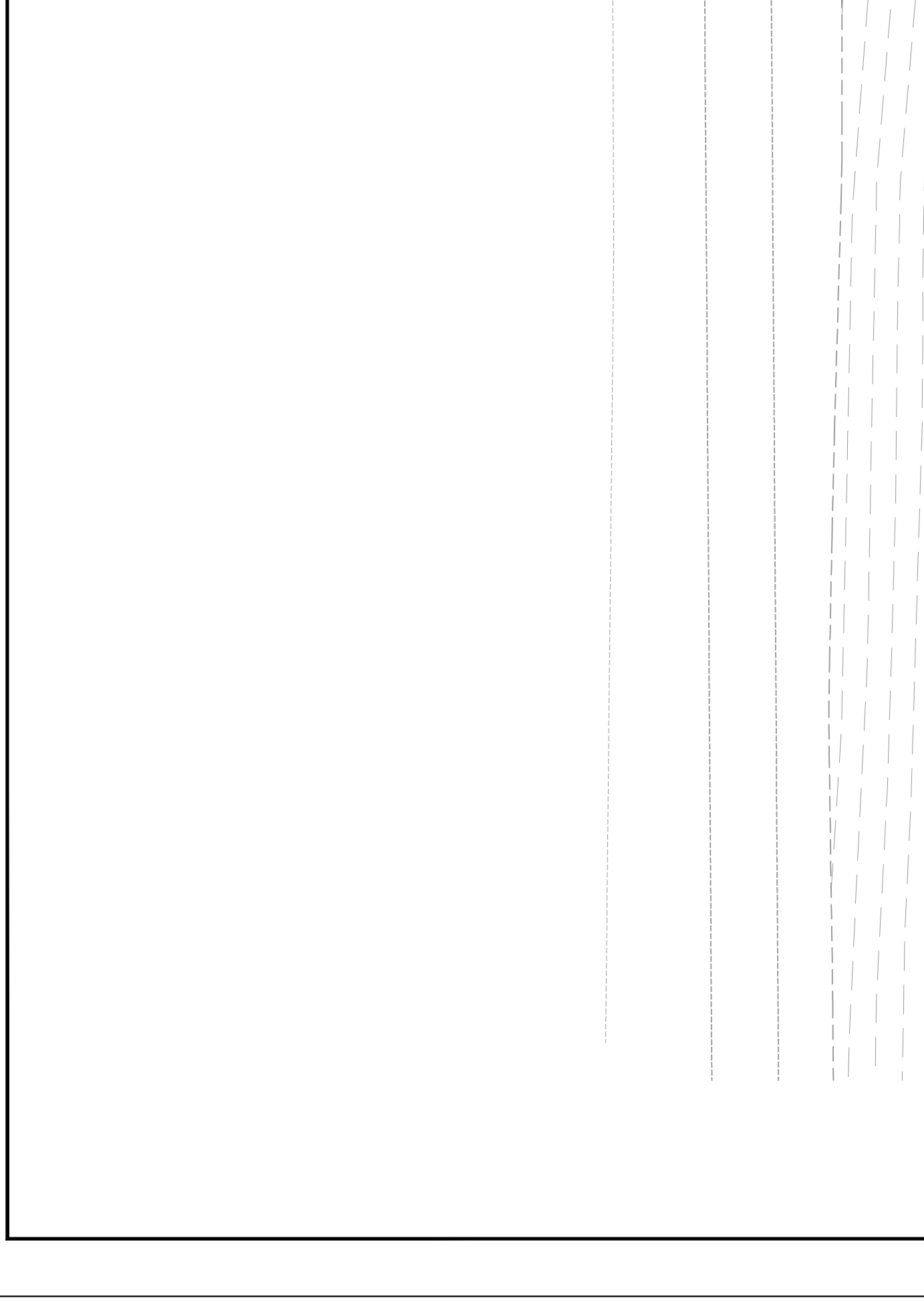
POSTED SPEED – 40 MPH




MEDIAN NOSE PER COB DTL 63220



L=90.57' @ +0.9495%
BEGIN TAPER
18+59.44 3.3'± LT
P=1014.9±
MATCH EXISTING
+0.83%±
+59.44 0.50' LT
0±
1018
1016
1014
1018

EX GROUND @
LT CURB
END 22+76.10 6.4'± LT
P=1019.0±
MATCH EXIST
L=126.12' @ +0.9753%
EX GROUND @ LT EOP
P=1018.78
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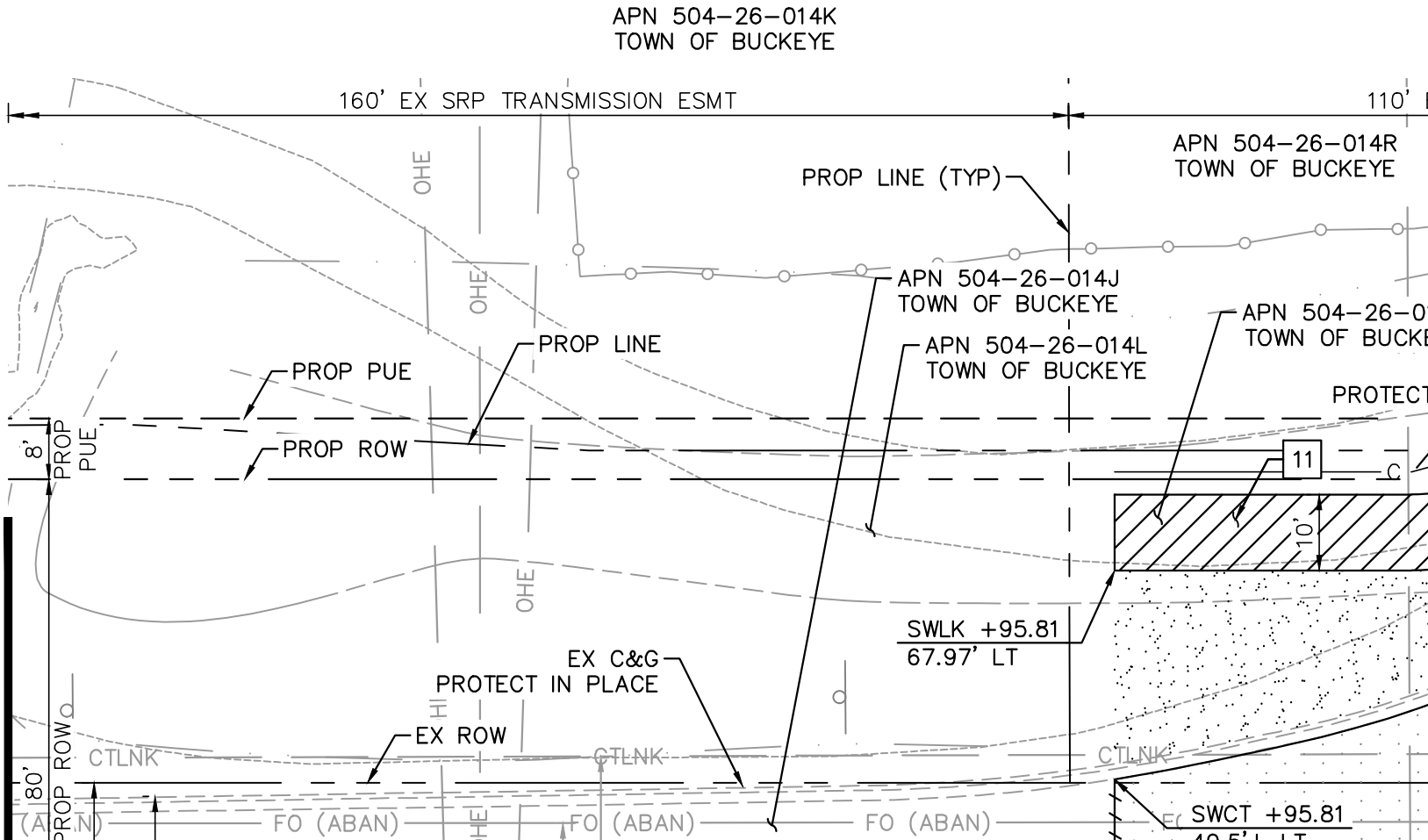
P=1019.1±
P=1018.84
ET 9
1020
1018
1016
1020


APN 504-26-014K
TOWN OF BUCKEYE
160' EX SRP TRANSMISSION ESMT
110'
APN 504-26-014R
TOWN OF BUCKEYE
PROP LINE (TYP)
APN 504-26-014J
TOWN OF BUCKEYE
APN 504-26-014L
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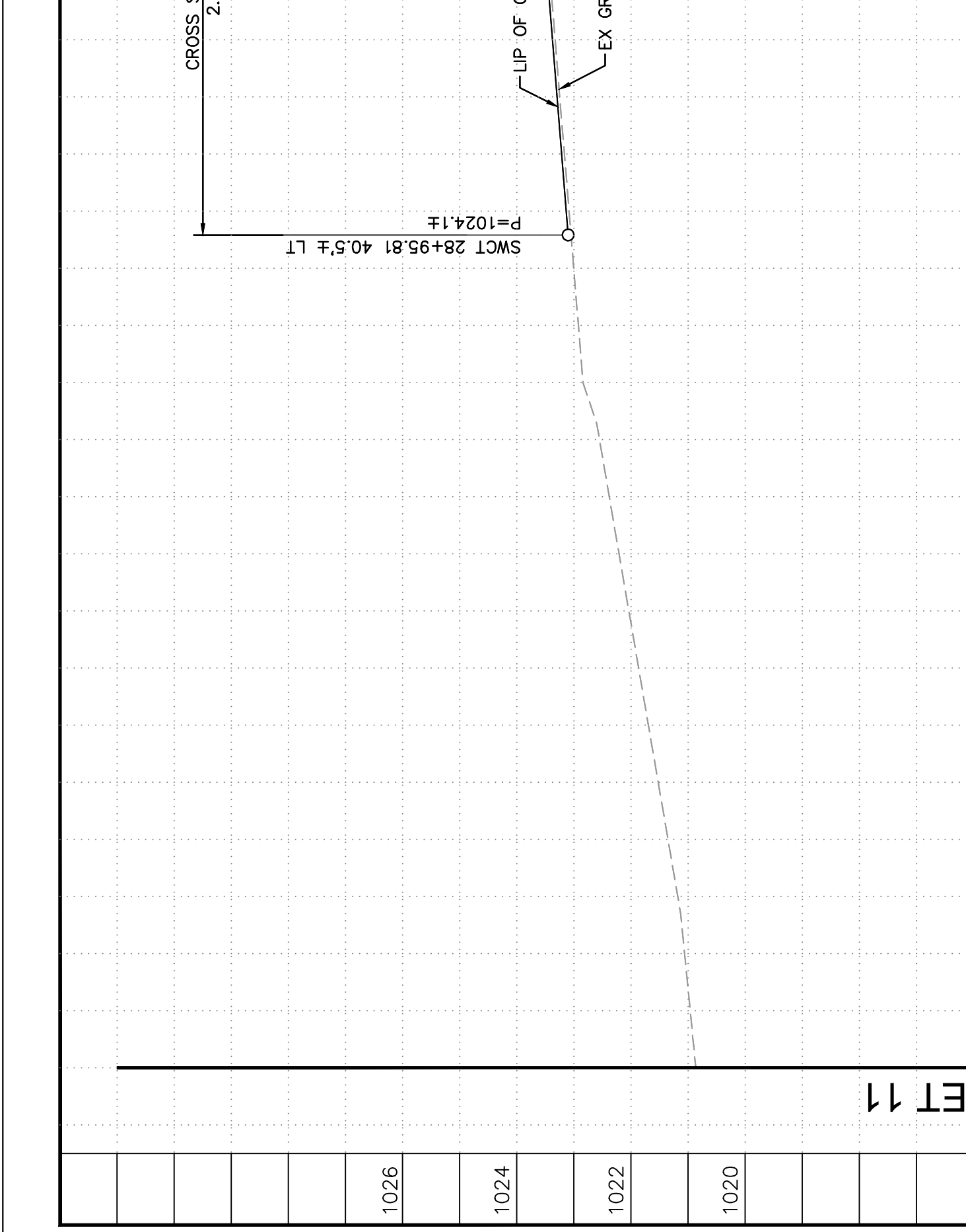
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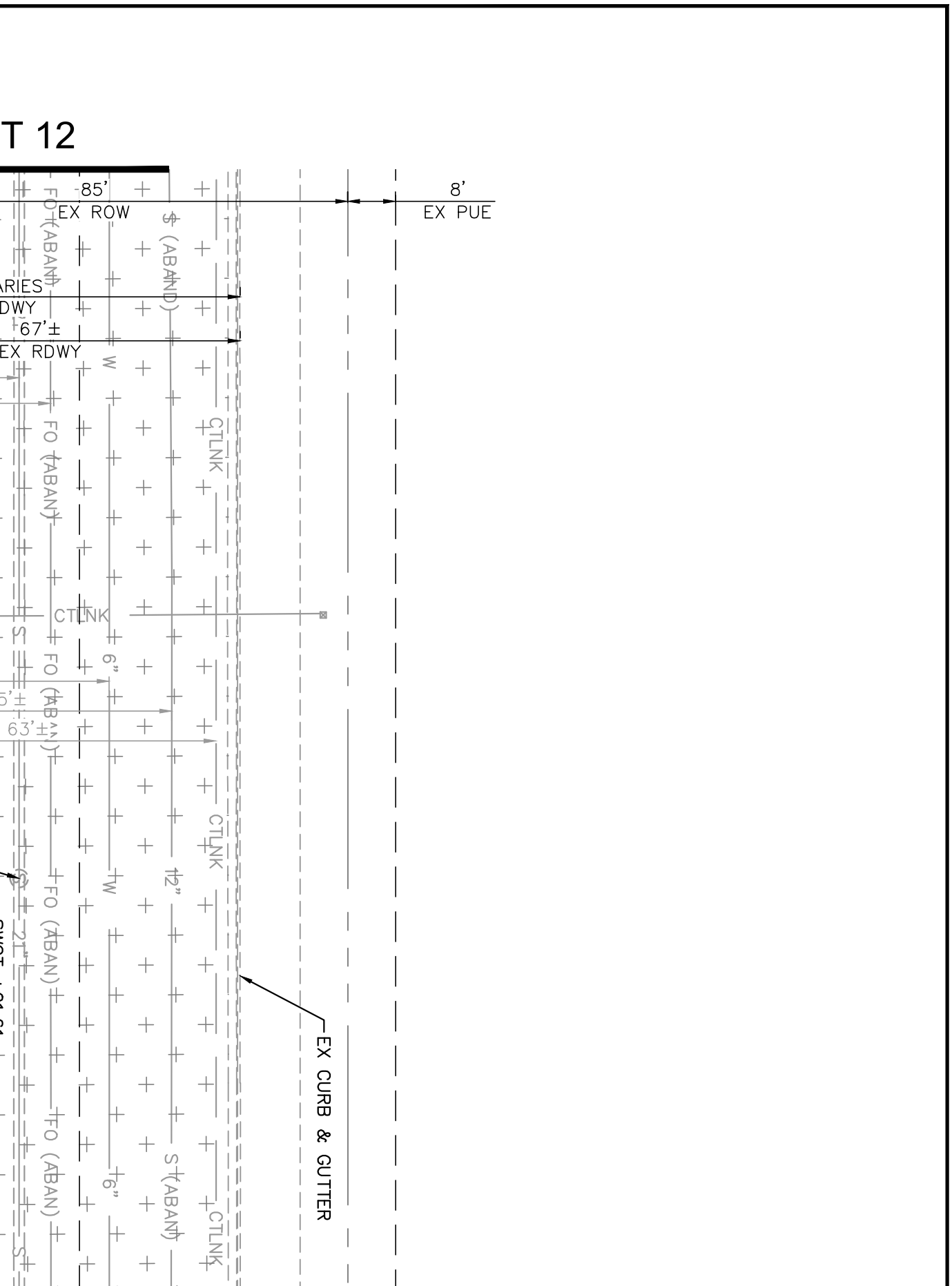
T 12
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21"
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EX GROU
SWCT 34+01.61 19.00' LT
P=1030.7±
01.59 9.00' RT
.51
01
00' RT
SWCT 33+01.59 19.00' LT
P=1029.5±
G=1028.89
ET 13
1032
1030
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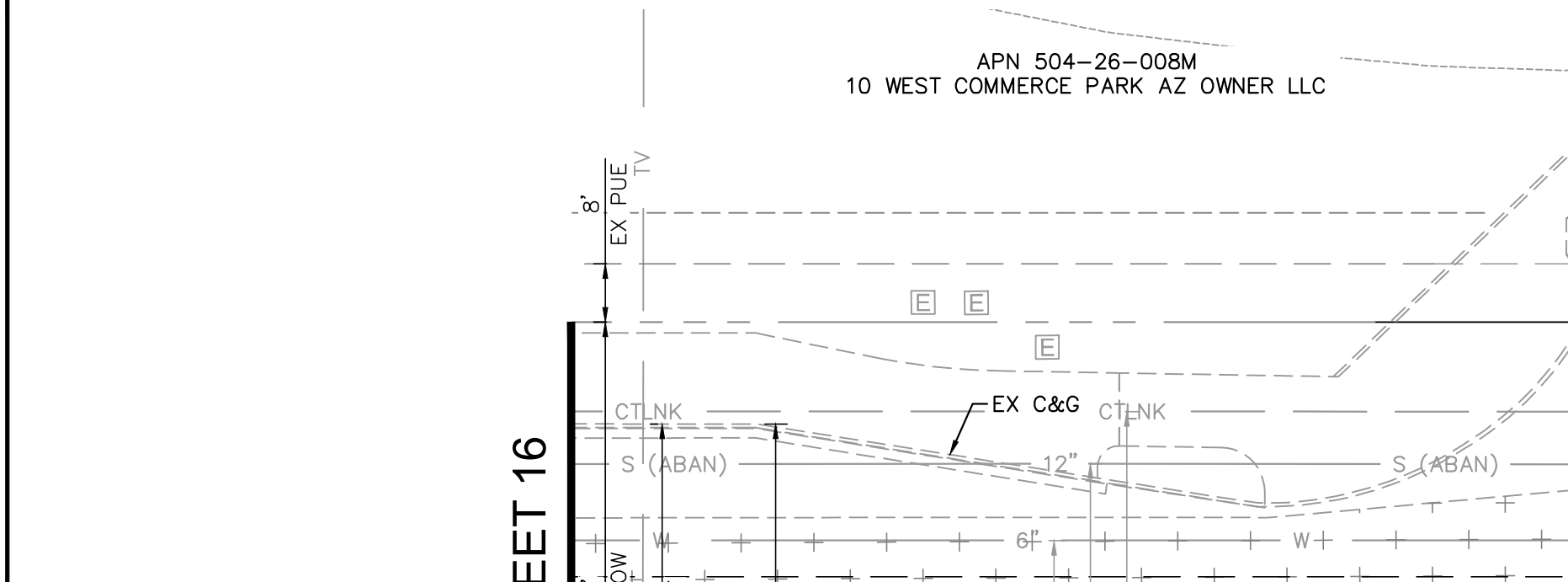
G=1034.68

ET 15

1038 1036 1034 1038


APN 504-26-008M
10 WEST COMMERCE PARK AZ OWNER LLC
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CTLNK
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S (ABAN)
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OW
EET 16

570

PC 42+59.32 10.00' LT
TC=1041.12
G=1040.62
SWCT 42+59.32 14.00' LT
P=1040.6±
SWCT 41+50.00 14.00' LT
P=1039.2±
1042
1040
1038
1042

18
EX ROW
75'
EX PUE
8'
CTLNK
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W
6"
12"
FO (ABAN)
21
CMB

G=1043.91
SWCT 45+76.34 14.00' LT
P=1044.2±
SWCT 46+50.00 14.00' LT
P=1045.2±
EX GROUND @ SWCT
SWCT 46+88.75 14.00' LT
P=1045.7±
1048
1046
1044
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8'
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1054
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1050
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ET 21
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P=1051.9℄
51+74.29 13.27' LT
=1052.47
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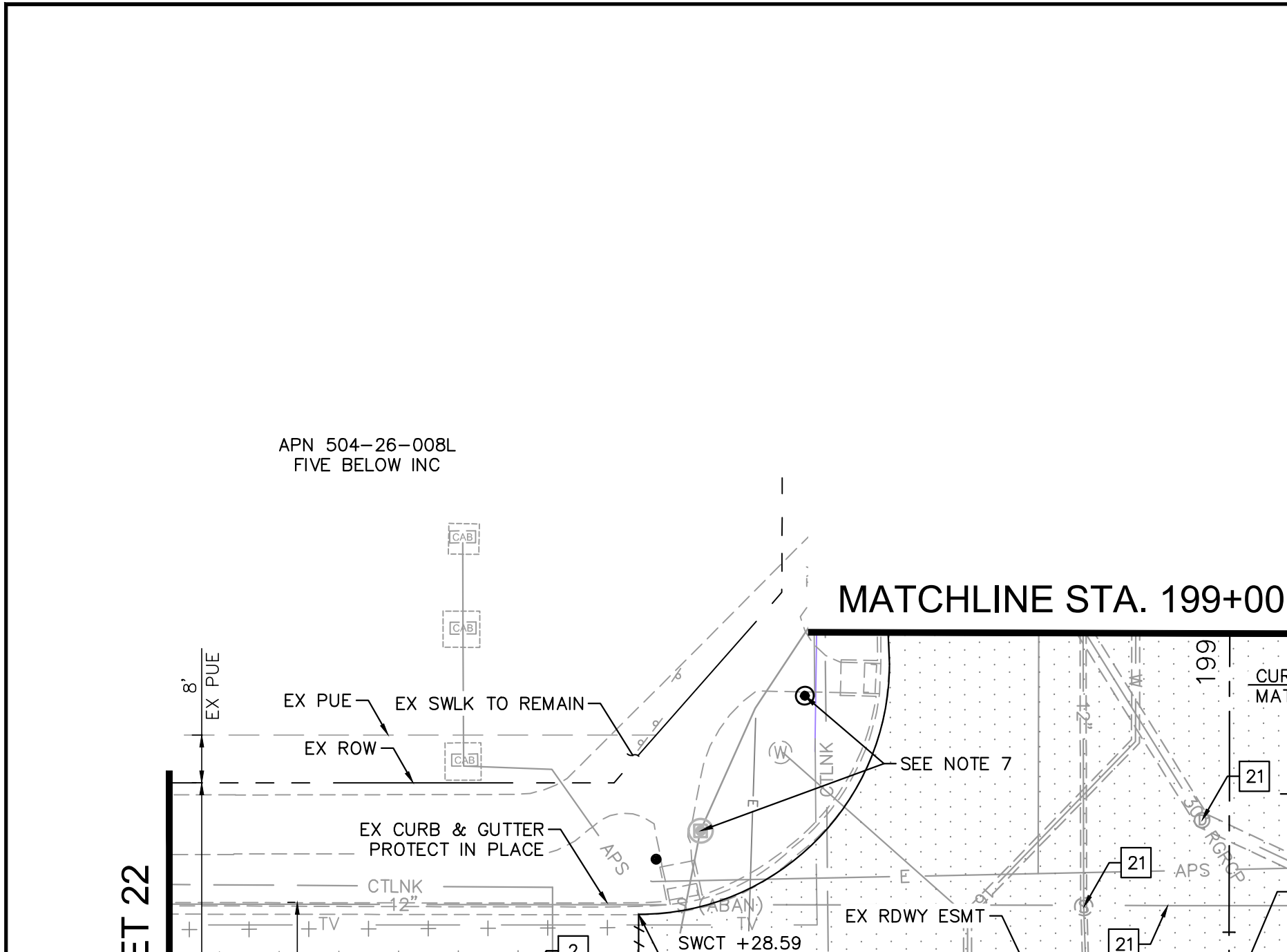
APN 504-26-008L
FIVE BELOW INC
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EX PUE
EX SWLK TO REMAIN
EX ROW
CAB
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CAB
SEE NOTE 7
EX CURB & GUTTER
PROTECT IN PLACE
APS
CTLNK
12"
TV
(ABAN)
TV
SWCT +28.59
EX RDWY ESMT
21
21
21
APS
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199
CUR
MAT
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DURANGO ST
EXIST LT GUTTER
ECR 55+68.59 95.6'± LT
TC=1056.6±
G=1056.1±
EXIST
LT TOC
BCR 55+28.59 55.0'± LT
TC=1056.4±
G=1055.9±
G=1054.84
1058
1056
1054
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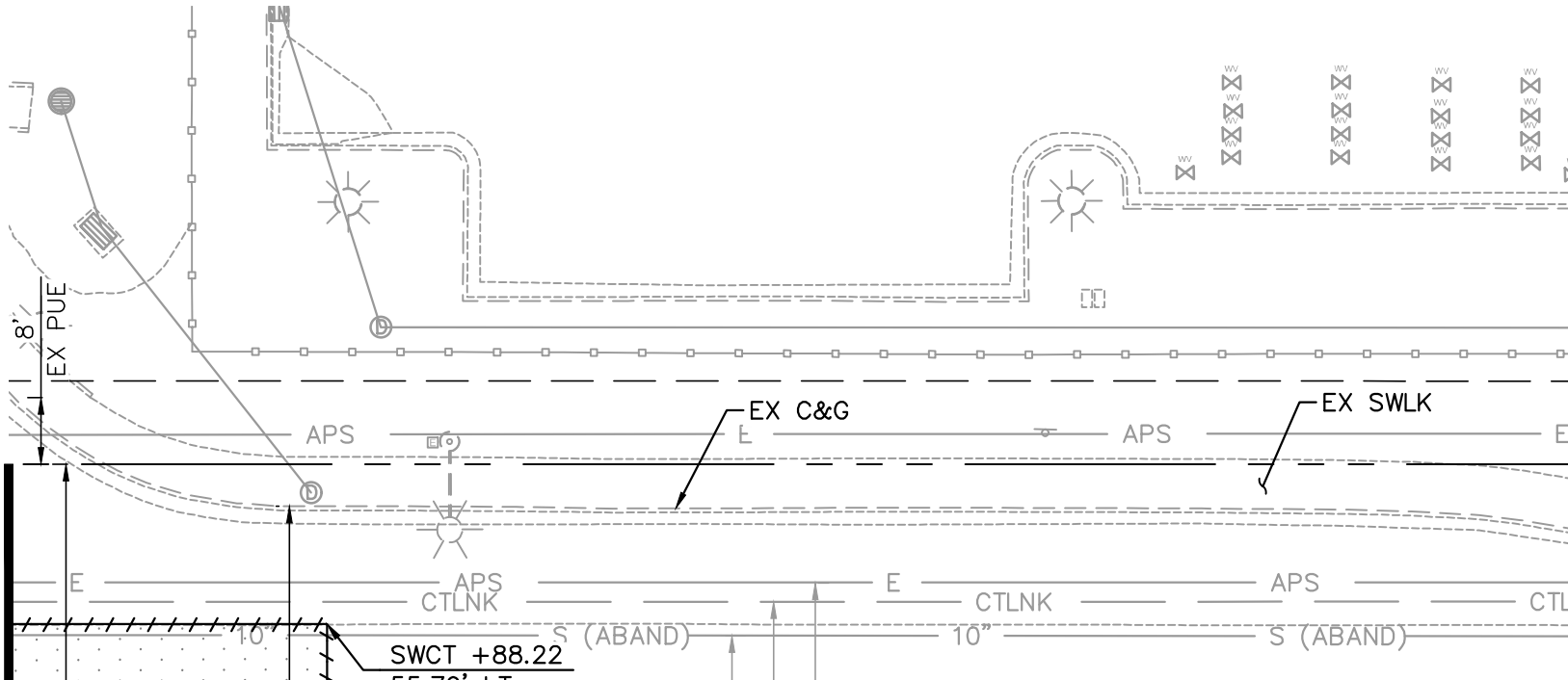
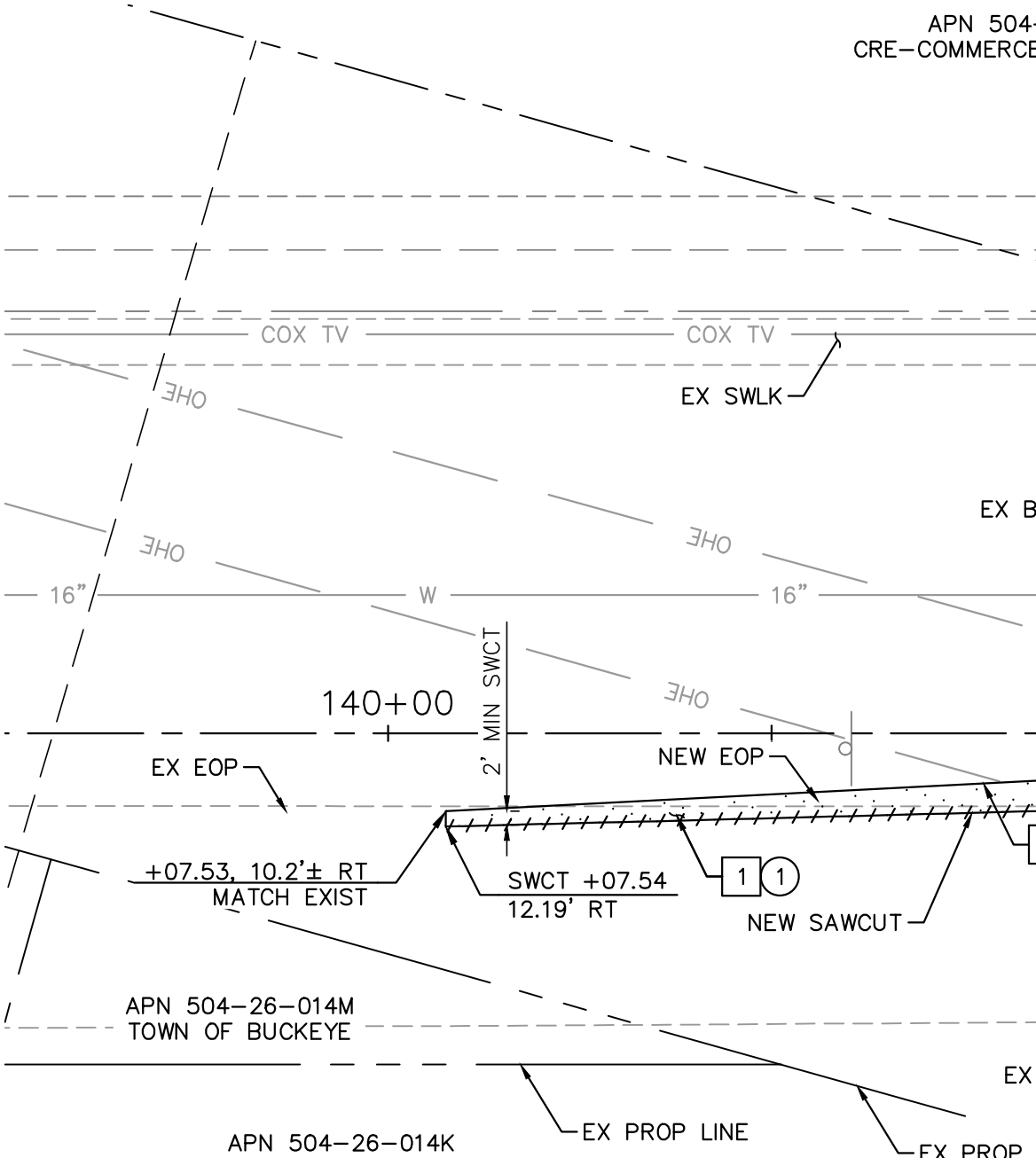
APN 504-26
QUIKTRIP CORP

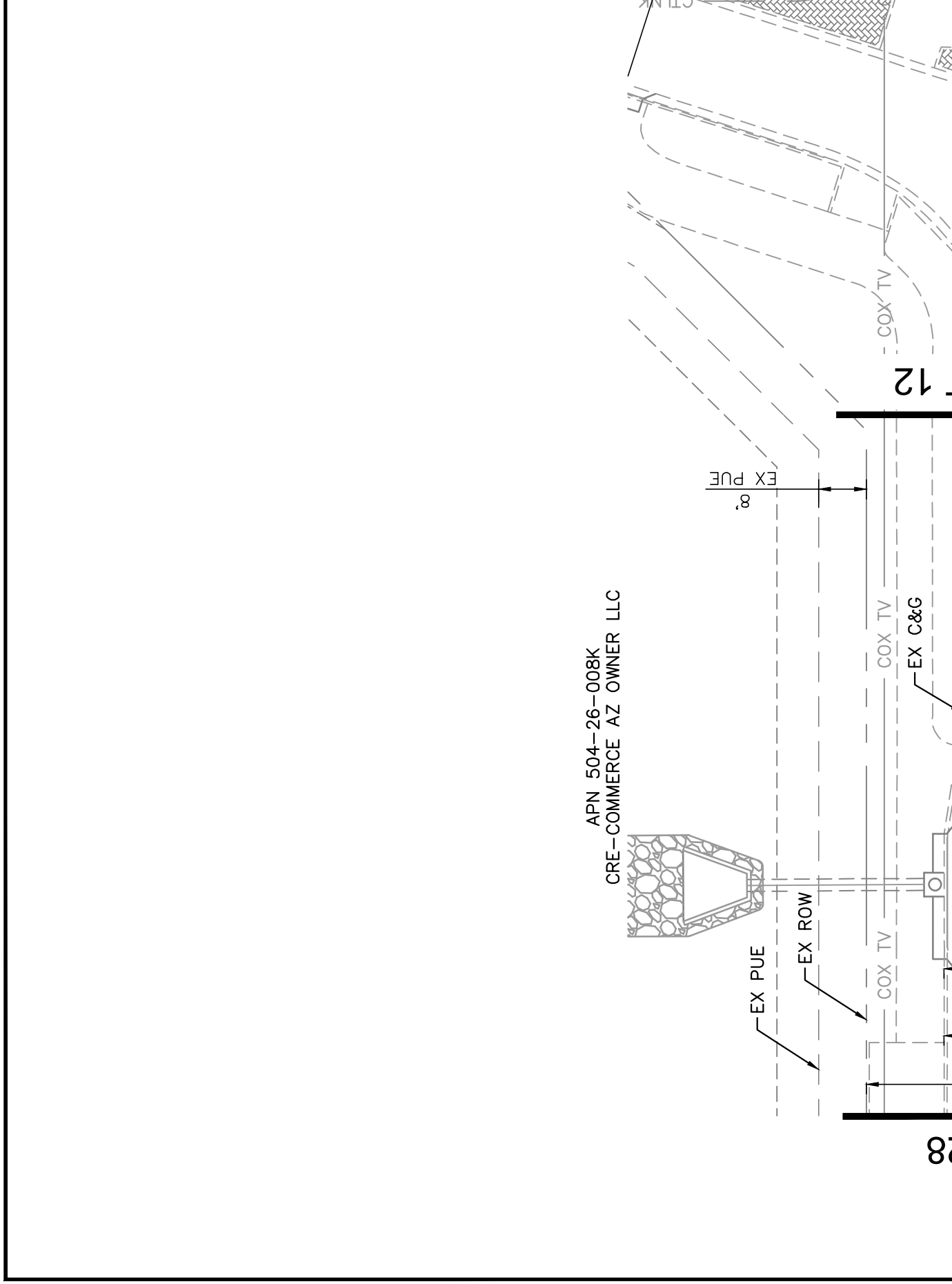


1064
1062
1060
ET 25
CROSS SLOPE
TRANSITION
1.5% TO 2.0%
59+88.22
LT
.00' LT


APN 504-
CRE-COMMERCE
COX TV
COX TV
EX SWLK
OHE
OHE
OHE
OHE
EX B
16"
W
16"
140+00
2' MIN SWCT
EX EOP
NEW EOP
+07.53, 10.2'± RT
MATCH EXIST
SWCT +07.54
12.19' RT
1
1
NEW SAWCUT
APN 504-26-014M
TOWN OF BUCKEYE
EX
EX PROP LINE
APN 504-26-014K
EX PROP

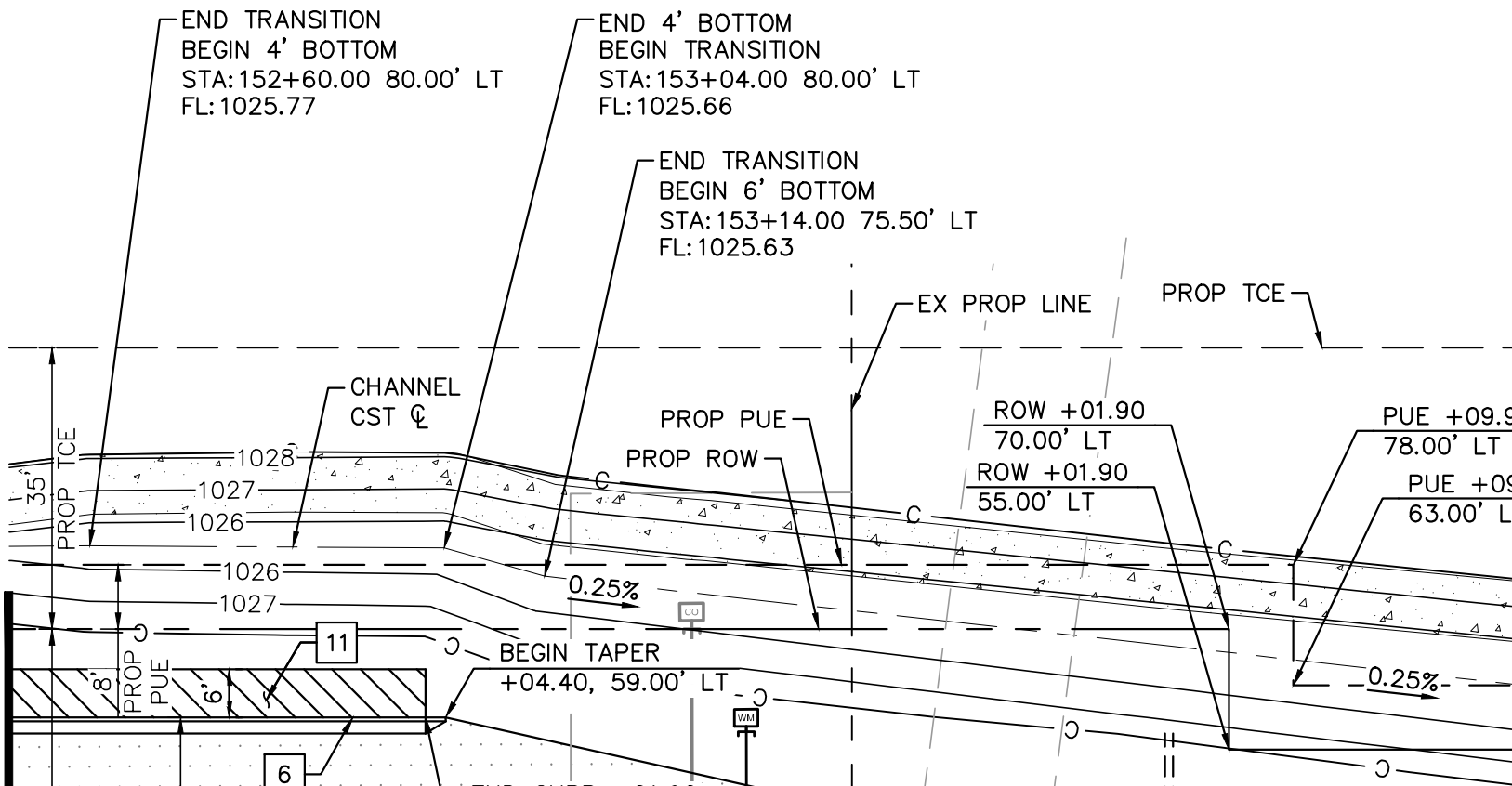
L=2

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1030 | | 1028 | | 1026 | | | | | 1030 | | 1028 |


APN 504-26-008K
CRE-COMMERCE AZ OWNER LLC
EX PUE
EX ROW
EX C&G
COX TV
COX TV
COX TV
8'
EX PUE
12
8

PC 148+69.25, 14.00' LT
TC=1027.04
P=1026.54
PCC 148+87.98, 10.97' LT
TC=1026.98
P=1026.48
ECR 149+10.04 46.00' LT
TC=1026.86
G=1026.36
BCR 148+67.18 46.00' LT
TC=1026.43
G=1025.93
AP 147+97.18 57.00' LT
TC=1026.18
G=1025.68
G=1025.84
G=1026.83
EX. LT GUTTER
L=70.86' @ +0.3528%
-0.3462%
1030
1028
1026
1028

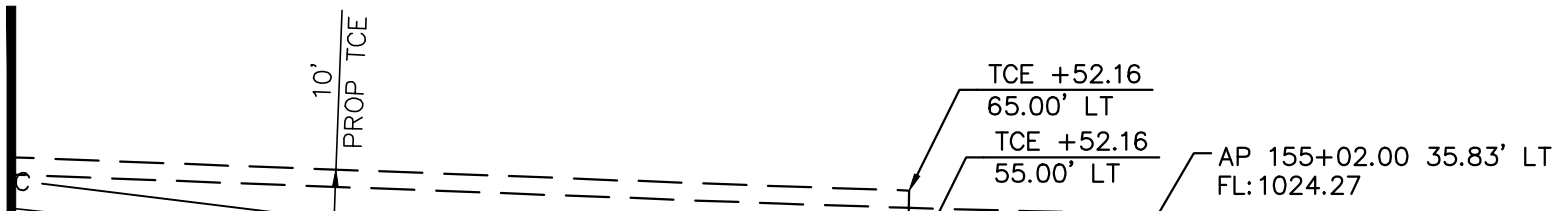
APN 504-63-907
STF RETAIL PARTNERS 2 LLC



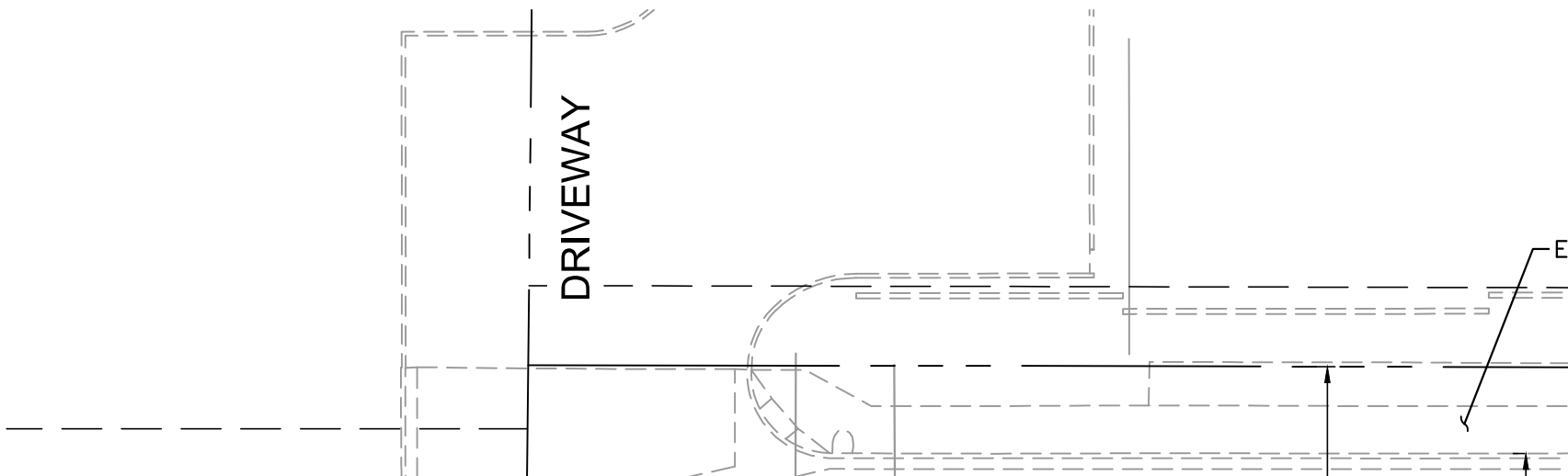

584

PVI STA:154+12.50, PVI ELEV:10
AD:1.41%, K:124.22, 175.00'
CROSS SLOPE TRANSITION
1.5% TO 2.0%
CROSS SLOPE TRANSITION
−0.5% TO 1.0%
TAPER AP 154+01.90 37.02' LT
TC=1029.25
G=1028.75
+25.00 35.88' LT
TC=1029.26
G=1028.76
+50.00 48.72' LT
TC=1029.15
G=1028.65
+75.00 43.09' LT
TC=1029.21
G=1028.71
END CURB 153+01.90 46.00' LT
TC=1028.93
G=1028.43
BEGIN EOP/TAPER
153+04.40 59.00' LT
P=1028.53
BVC 153+25.00 54.36' LT
TC=1029.06
G=1028.56
L=21.12' @ +0.2367%
2.5' CURB TERMINATION
NEW LT TOC
+0.1963%
NEW LT GUTTER
G=1028.33
+25.00 4.27' LT
TC=1029.82
G=1029.32
+00.00 4.27' LT
TC=1029.91
G=1029.41
+75.00 4.27' LT
TC=1029.95
G=1029.45
PRC 153+56.83, 3.85' RT
TC=1029.95
P=1029.45
BVC 153+25.00, 8.91' RT
TC=1029.84
P=1029.34
C 153+01.70, 10.00' RT
C=1029.68
=1029.18
028.81
ET 31
1030
1028
1026
1032
1030

APN 504-63-906A
LDV VENTURES LLC



EX GROUND @ LT EOP
PVI STA:159+09.63, PVI ELEV:1025.8
AD:1.49%, K:117.78, 175.00' VC
GB 159+26.78 19.15' LT
P=1025.79
+00.00 19.05' LT
P=1025.81
+75.00 19.02' LT
P=1025.88
+50.00 19.06' LT
P=1026.00
NEW LT EOP
GB 158+36.60 19.10' LT
P=1026.07
BVC 158+22.13 19.20' LT
P=1026.19
L=117.74' @ -0.7389%
P=1026.72
1028
1026
1024
ET 33


APN 504-26-979
SSCW MILLER ROAD LLC
DRIVEWAY

DURANGO ST

GB 198+19.59 62.9'± LT
TC=1056.1±
G=1055.6±
MATCH EXIST

-0.32%±

GB 197+69.32 61.9'± LT
TC=1056.3±
G=1055.8±
MATCH EXIST

-0.42%±

1060
1058
1056
1054

DRIVEWAY

01
02
03
04
05
06
11
12
13
14
2.86%
2.69%
2.78%
2.11%
1.99%
1.61%
1.66%
1.34%
1.30%
1.70%
1.77%
1024.4
1024.6
1024.8
137

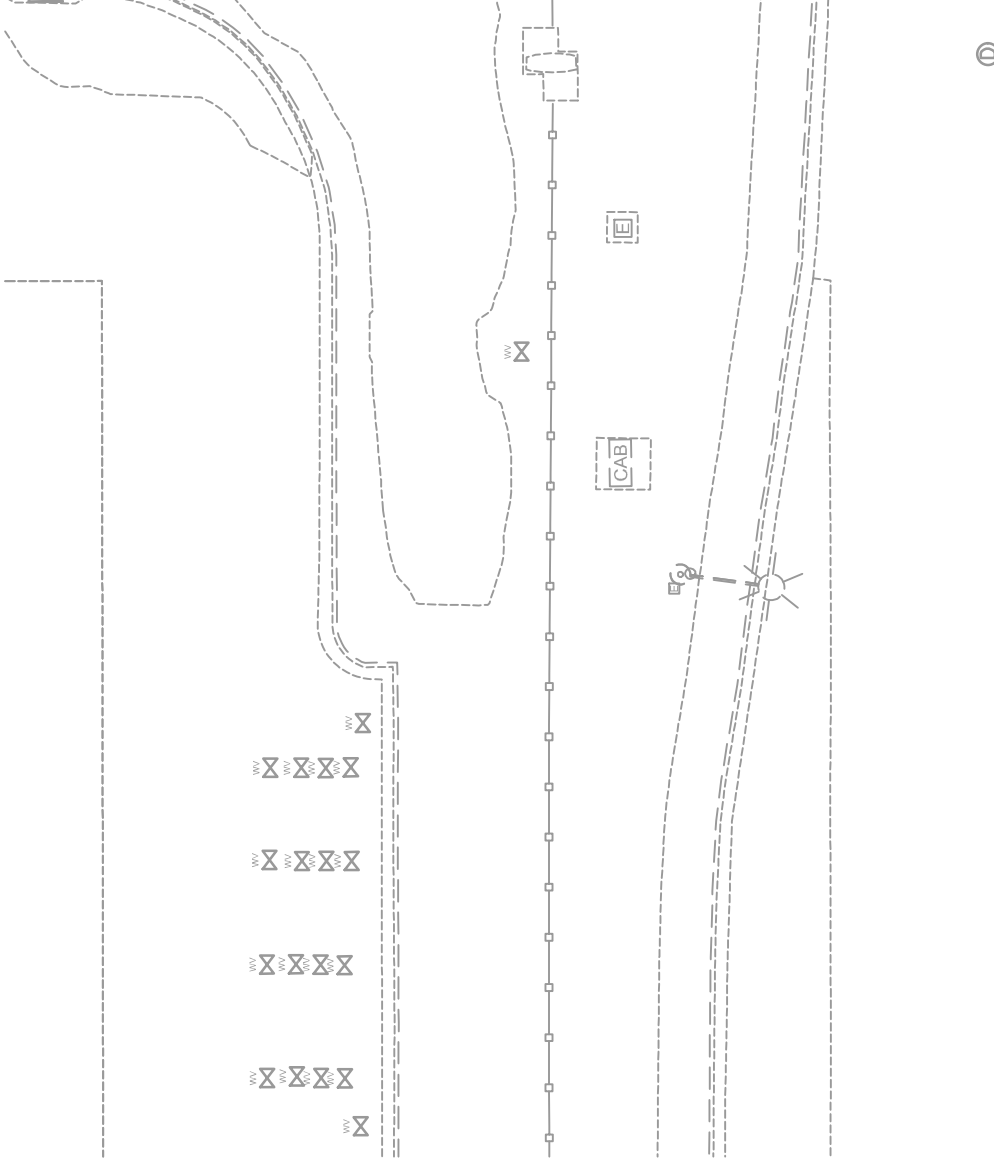
| INTERSECTION STAKING POINTS | | |
|---|---|---|
| POINT | STATION, OFFSET | TC ELEV |
| 05 | 29+91.50, 57.57 LT | 1025.81 |
| 06 | 29+93.41, 54.96 LT | 1025.82 |
| 07 | 30+11.55, 54.96 LT | 1026.18 |
| 08 | 30+13.57, 56.92 LT | 1026.20 |
| 38 | 28+95.81, 67.00 RT | 1025.39 |
| 39 | 29+26.39, 71.79 RT | 1025.80 |
| 40 | 29+48.51, 78.90 RT | 1026.23 |
| 41 | 29+82.56, 89.83 RT | 1026.90 |
| 42 | 30+00.07, 100.58 RT | 1027.11 |
| 43 | 30+13.45, 132.62 RT | 1027.74 |
| 44 | 29+55.55, 55.00 RT | 1026.25 |
| 45 | 30+11.49, 55.00 RT | 1026.96 |
| 46 | 30+13.49, 57.04 RT | 1027.06 |
| 47 | 29+54.94, 58.90 RT | 1026.42 |
| 48 | 30+10.86, 76.96 RT | 1027.40 |
| 49 | 30+13.48, 75.06 RT | 1027.17 |
| 53 | 30+48.48, 111.86 RT | 1028.19 |
| 78 | 31+71.59, 11.00 RT | 1028.73 |
| 79 | 31+96.59, 11.00 RT | 1028.98 |

| INTERSECTION ST | |
|---|---|
| POINT | STATION, OI |
| 81 | 32+21.59, 10. |
| 82 | 32+46.59, 10 |
| 83 | 32+71.59, 9. |
| 84 | 31+71.43, 11. |
| 85 | 31+83.09, 14. |
| 86 | 31+90.16, 15. |
| 87 | 32+08.09, 15 |
| 88 | 32+33.09, 15 |
| 89 | 32+58.09, 15 |
| 90 | 32+83.09, 15 |
| 102 | 31+05.49, 57 |
| 103 | 31+07.49, 55 |
| 104 | 31+25.50, 55 |
| 105 | 31+27.40, 57 |
| 106 | 31+83.09, 55 |
| 107 | 32+08.09, 55 |
| 108 | 32+16.85, 55 |
| 112 | 31+53.19, 66. |
| 113 | 31+20.27, 79 |


TSIG
TSIG
CAB
CAB

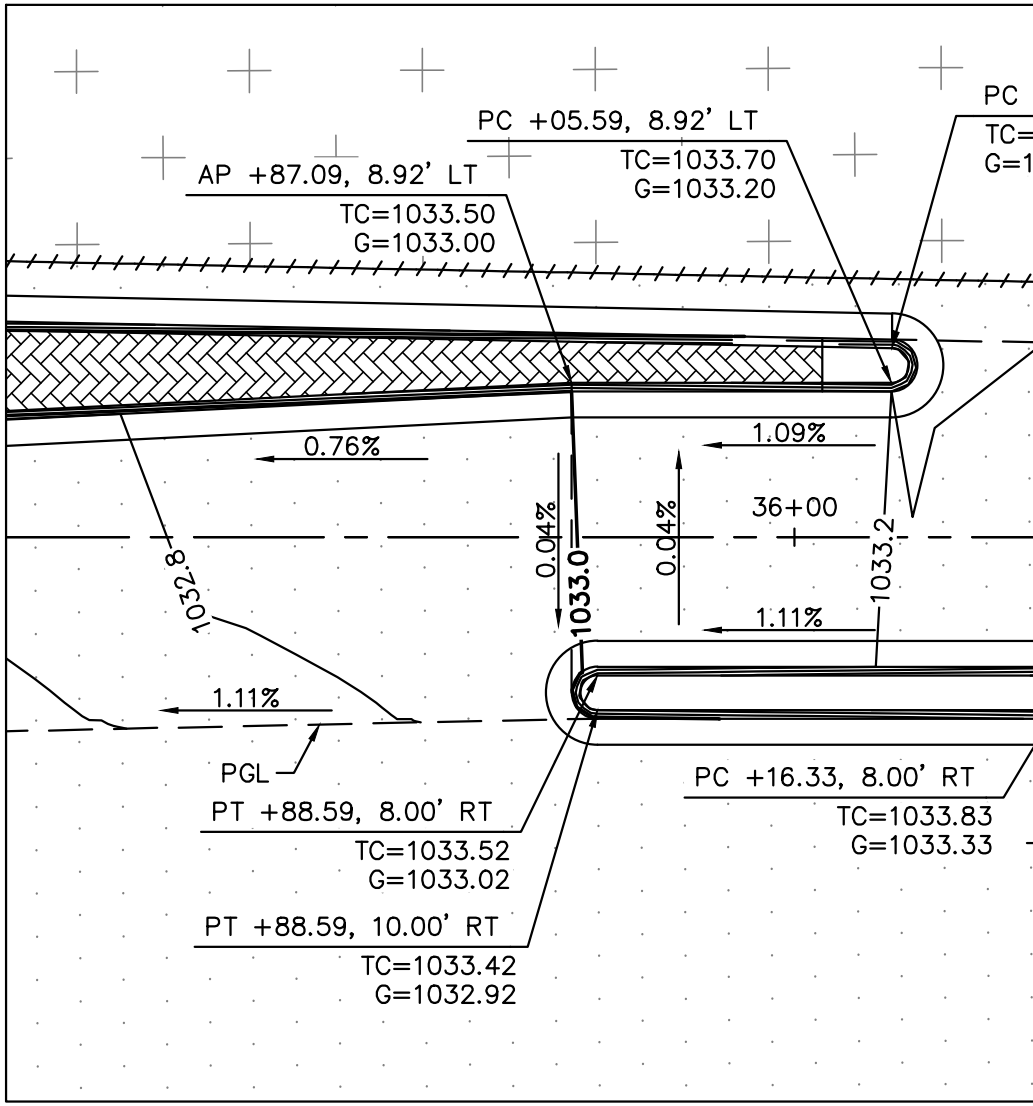
| STAKING POINT TABLE | | |
|---|---|---|
| POINT | STATION, OFFSET | TC ELEV |
| 209 | 55+30.00, 9.92 LT | 1057.31 |
| 242 | 54+33.04, 67.00 RT | 1054.67 |
| 243 | 54+58.04, 67.00 RT | 1055.14 |
| 244 | 54+83.04, 67.00 RT | 1055.62 |
| 245 | 55+08.04, 67.00 RT | 1056.09 |
| 246 | 55+33.04, 67.00 RT | 1056.56 |
| 295 | 57+13.09, 11.97 RT | 1058.50 |
| 296 | 57+13.24, 11.00 RT | 1058.60 |
| 297 | 57+30.05, 11.00 RT | 1058.85 |
| 298 | 57+55.05, 11.00 RT | 1059.27 |
| 299 | 57+80.05, 11.00 RT | 1059.69 |
| 300 | 58+05.05, 11.00 RT | 1060.20 |
| 301 | 58+30.05, 11.00 RT | 1060.71 |
| 302 | 58+58.74, 11.00 RT | 1061.29 |
| 307 | 57+30.05, 14.97 RT | 1058.35 |
| 308 | 57+31.82, 15.00 RT | 1058.39 |

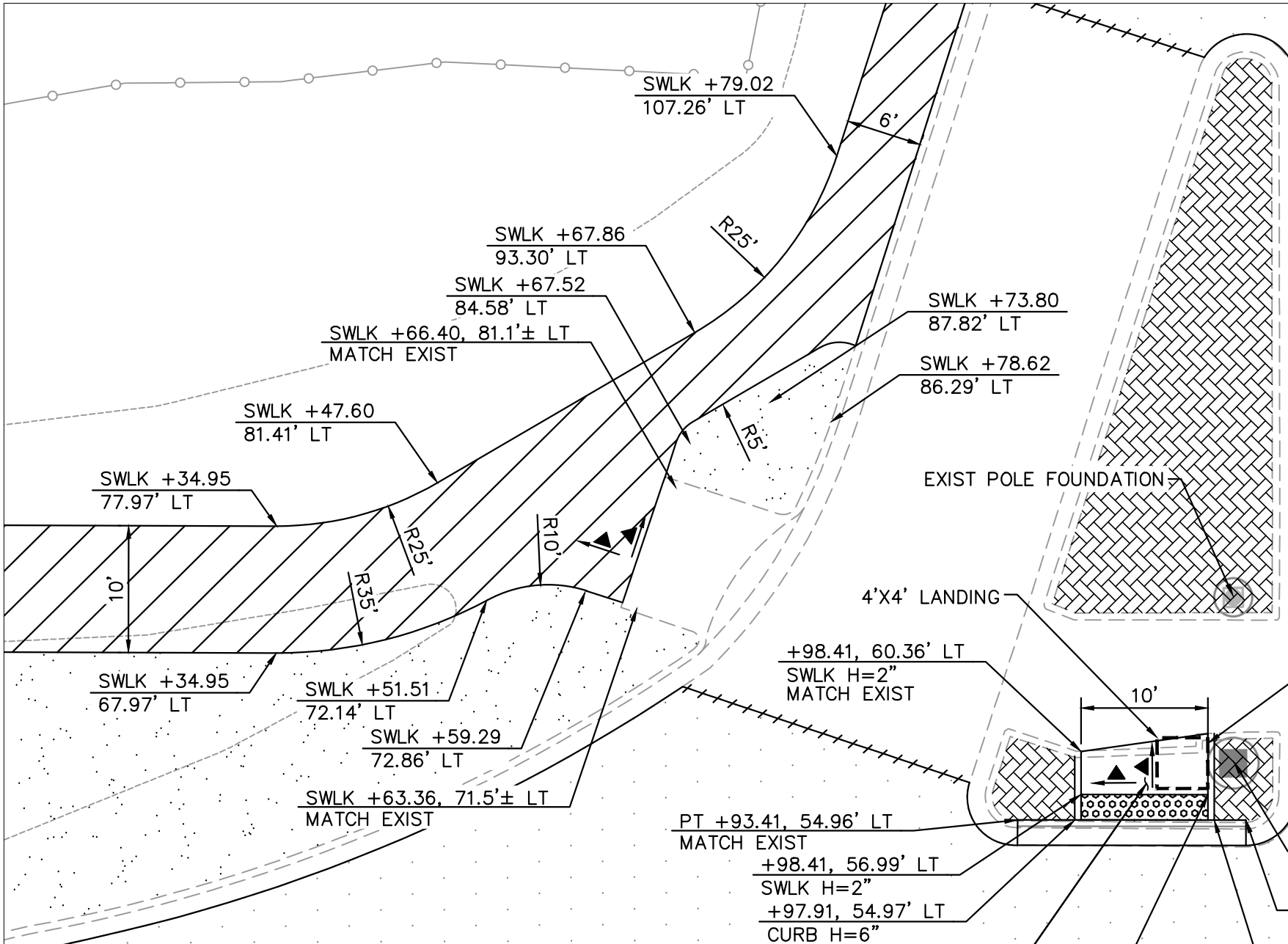
| STAKING POINT TABLE | | |
|---|---|---|
| POINT | STATION, OFFSET | TC ELEV |
| 313 | 58+58.74, 15.00 RT | 1060.76 |
| 328 | 57+55.05, 55.00 RT | 1058.23 |
| 329 | 57+80.05, 55.00 RT | 1058.54 |
| 330 | 58+05.05, 55.00 RT | 1059.04 |
| 331 | 58+30.05, 55.00 RT | 1059.54 |
| 332 | 58+58.74, 55.00 RT | 1060.12 |
| 336 | 56+85.05, 100.12 RT | 1056.93 |

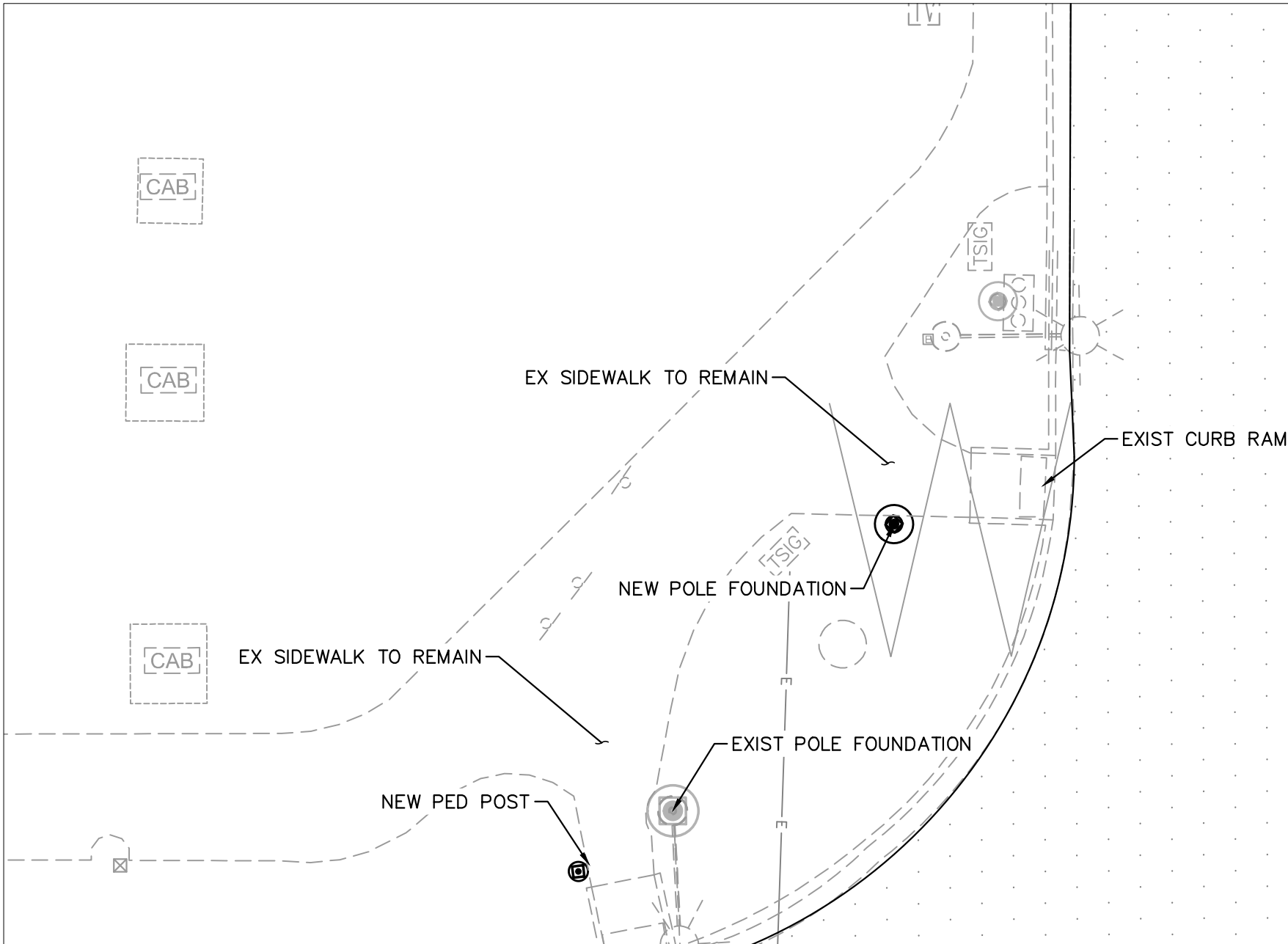

E
CAB

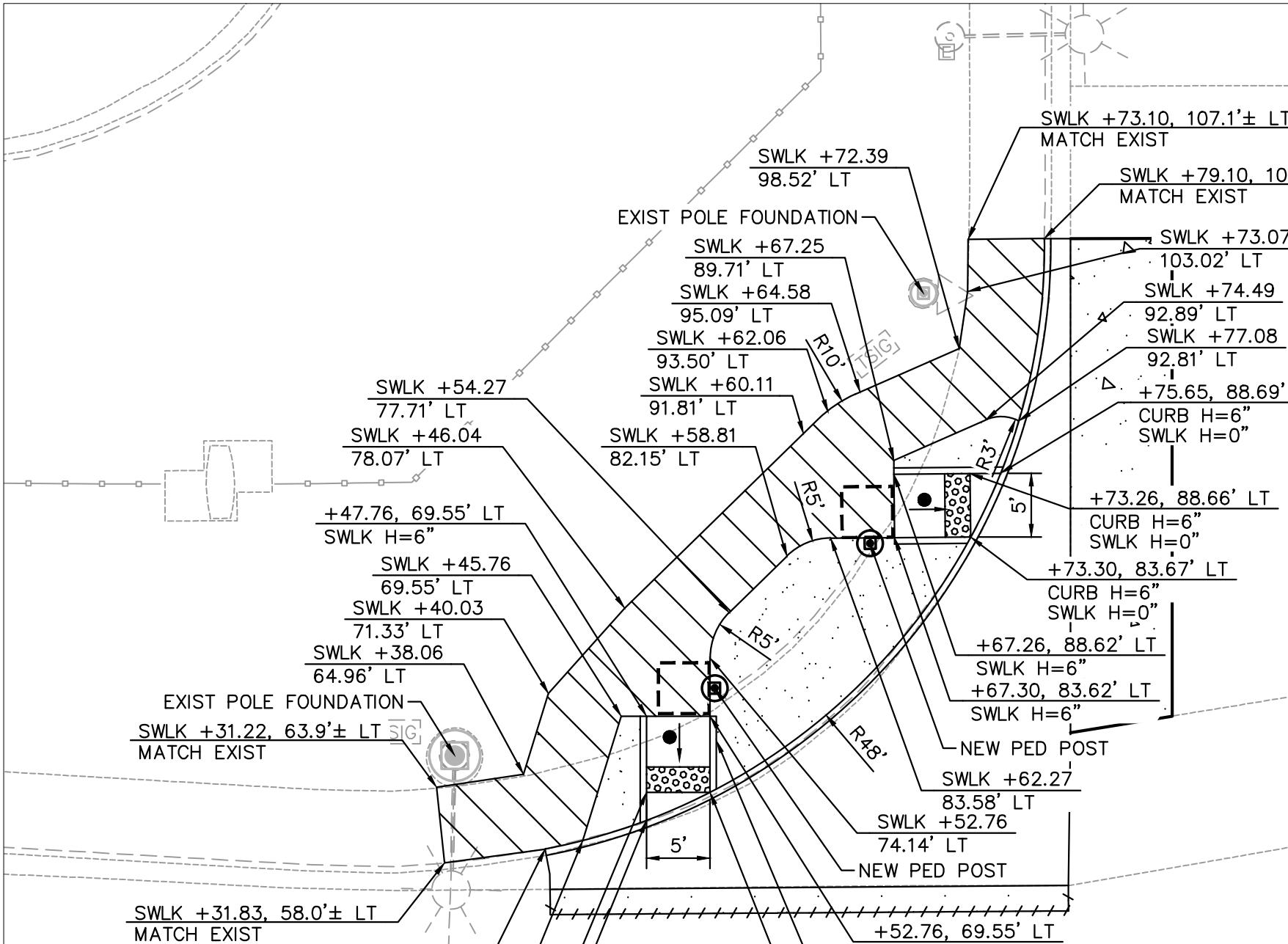
| STAKING POINT TABLE | | |
|---|---|---|
| POINT | STATION, OFFSET | TC ELEV |
| 400 | 61+37.44, 9.00 LT | 1065.20 |
| 401 | 61+62.44, 9.00 LT | 1065.54 |
| 402 | 61+87.44, 9.00 LT | 1065.89 |
| 403 | 62+12.44, 9.00 LT | 1066.24 |
| 404 | 62+37.30, 9.00 LT | 1066.59 |
| 407 | 62+20.87, 15.00 LT | 1066.16 |
| 408 | 62+37.58, 9.92 LT | 1066.50 |
| 456 | 61+37.44, 67.00 RT | 1064.43 |
| 457 | 61+62.44, 67.00 RT | 1064.76 |
| 458 | 61+87.44, 67.00 RT | 1065.10 |
| 459 | 62+12.44, 67.00 RT | 1065.44 |

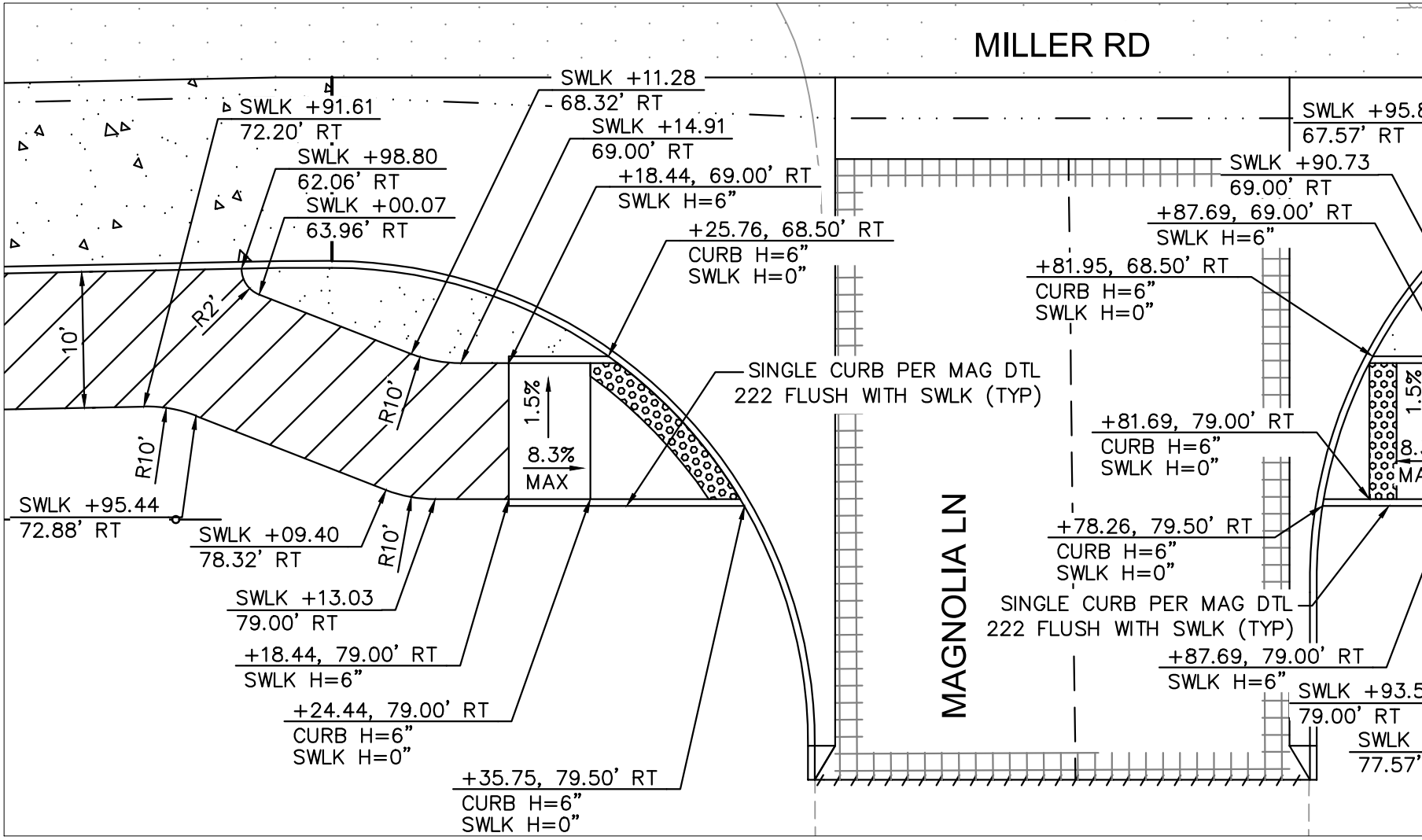
| STAKING POINT TABLE | | |
|---|---|---|
| POINT | STATION, OFFSET | P ELEV |
| 405 | 62+55.19, 7.96 LT | 1066.22 |
| 406 | 62+55.19, 19.00 LT | 1066.15 |
| 417 | 62+72.94, 5.54 LT | 1066.44 |
| 418 | 62+92.94, 2.80 LT | 1066.69 |
| 419 | 63+13.44, 0.00 | 1066.94 |
| 420 | 63+34.69, 0.00 | 1067.17 |
| 421 | 63+45.11, 0.04 LT | 1067.29 |
| 422 | 63+55.94, 2.17 RT | 1067.41 |
| 423 | 63+73.69, 5.79 RT | 1067.61 |
| 424 | 63+91.44, 9.42 RT | 1067.81 |
| 428 | 61+37.44, 16.00 RT | 1064.45 |


PC +05.59, 8.92' LT
TC=1033.70
G=1033.20
AP +87.09, 8.92' LT
TC=1033.50
G=1033.00
PC
TC=
G=1
0.76%
1.09%
36+00
0.04%
0.04%
1032.8
1033.0
1033.2
1.11%
1.11%
PGL
PT +88.59, 8.00' RT
TC=1033.52
G=1033.02
PT +88.59, 10.00' RT
TC=1033.42
G=1032.92
PC +16.33, 8.00' RT
TC=1033.83
G=1033.33

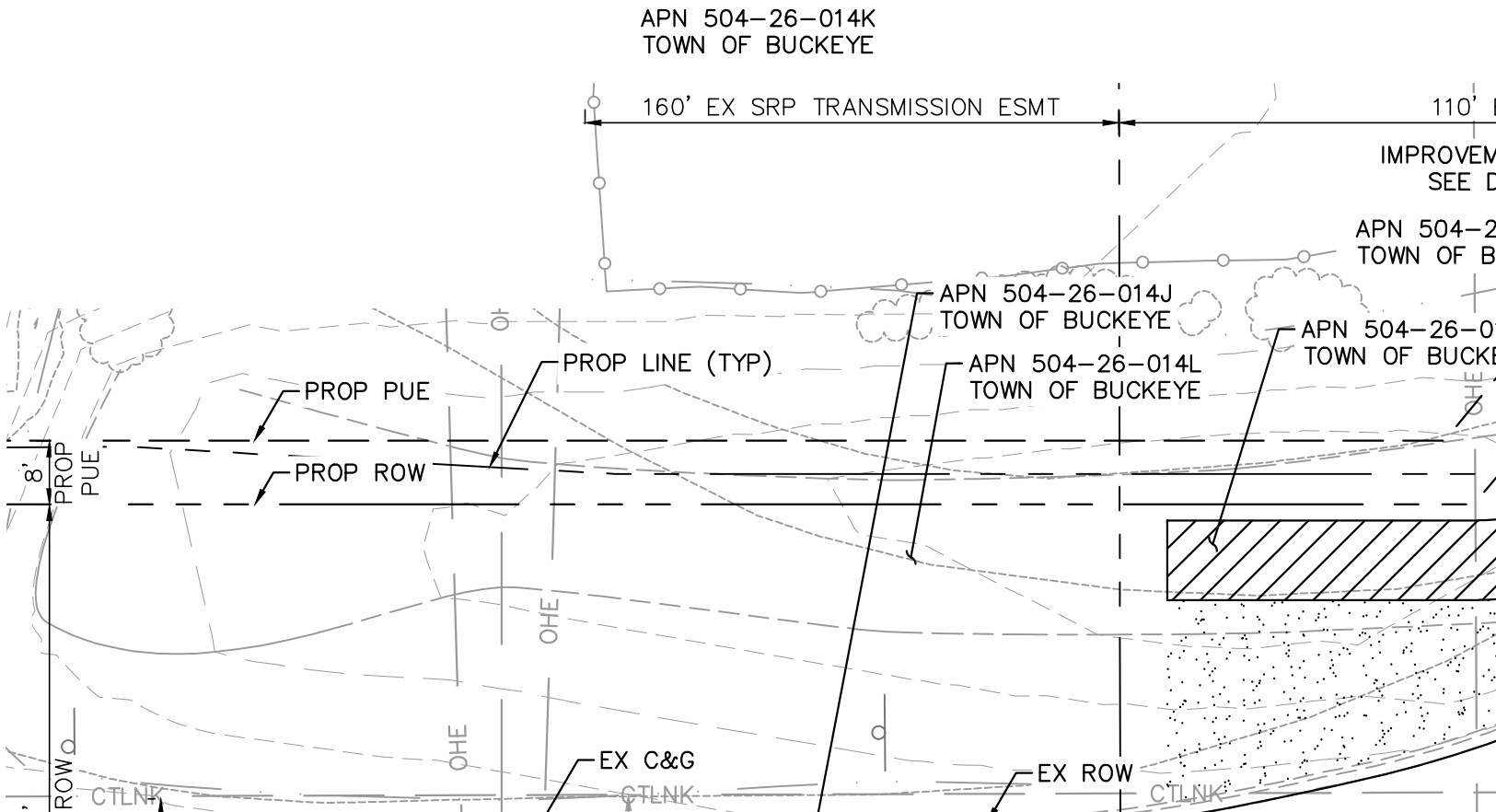

SWLK +79.02
107.26' LT
6'
R25'
SWLK +67.86
93.30' LT
SWLK +67.52
84.58' LT
SWLK +66.40, 81.1'± LT
MATCH EXIST
SWLK +73.80
87.82' LT
SWLK +78.62
86.29' LT
R5'
SWLK +47.60
81.41' LT
SWLK +34.95
77.97' LT
EXIST POLE FOUNDATION
10'
R25'
R35'
R10'
4'X4' LANDING
+98.41, 60.36' LT
SWLK H=2"
MATCH EXIST
10'
SWLK +34.95
67.97' LT
SWLK +51.51
72.14' LT
SWLK +59.29
72.86' LT
SWLK +63.36, 71.5'± LT
MATCH EXIST
PT +93.41, 54.96' LT
MATCH EXIST
+98.41, 56.99' LT
SWLK H=2"
+97.91, 54.97' LT
CURB H=6"


CAB
CAB
CAB
TSIG
TSIG
EX SIDEWALK TO REMAIN
EXIST CURB RAM
NEW POLE FOUNDATION
EX SIDEWALK TO REMAIN
EXIST POLE FOUNDATION
NEW PED POST

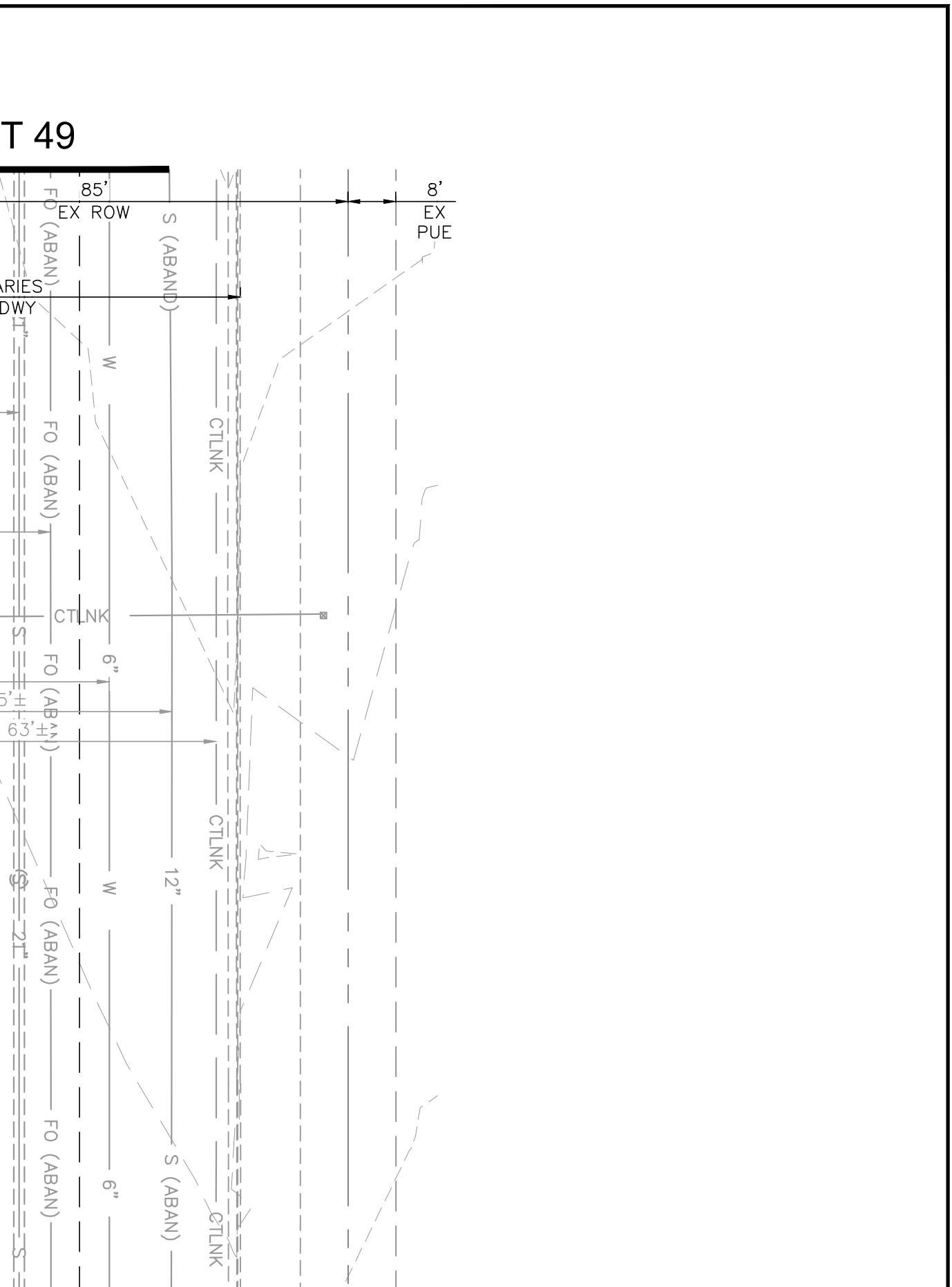

SWLK +73.10, 107.1'± LT
MATCH EXIST
SWLK +72.39
98.52' LT
SWLK +79.10, 10
MATCH EXIST
EXIST POLE FOUNDATION
SWLK +73.07
103.02' LT
SWLK +67.25
89.71' LT
SWLK +74.49
92.89' LT
SWLK +64.58
95.09' LT
SWLK +77.08
92.81' LT
SWLK +62.06
93.50' LT
R10'
[T&G]
+75.65, 88.69'
CURB H=6"
SWLK H=0"
SWLK +54.27
77.71' LT
SWLK +60.11
91.81' LT
SWLK +46.04
78.07' LT
SWLK +58.81
82.15' LT
R3'
R5'
5'
+73.26, 88.66' LT
CURB H=6"
SWLK H=0"
+47.76, 69.55' LT
SWLK H=6"
+73.30, 83.67' LT
CURB H=6"
SWLK H=0"
SWLK +45.76
69.55' LT
SWLK +40.03
71.33' LT
R5'
+67.26, 88.62' LT
SWLK H=6"
SWLK +38.06
64.96' LT
+67.30, 83.62' LT
SWLK H=6"
EXIST POLE FOUNDATION
SWLK +31.22, 63.9'± LT
[SIG]
MATCH EXIST
R48'
NEW PED POST
SWLK +62.27
83.58' LT
SWLK +52.76
74.14' LT
5'
NEW PED POST
SWLK +31.83, 58.0'± LT
MATCH EXIST
+52.76, 69.55' LT




MAGNOLIA LN - STA 36+50


APN 504-26-014K
TOWN OF BUCKEYE
160' EX SRP TRANSMISSION ESMT
APN 504-26-014J
TOWN OF BUCKEYE
APN 504-26-014L
TOWN OF BUCKEYE
PROP LINE (TYP)
PROP PUE
PROP ROW
8'
PROP PUE
OHE
EX C&G
EX ROW
CTLNK

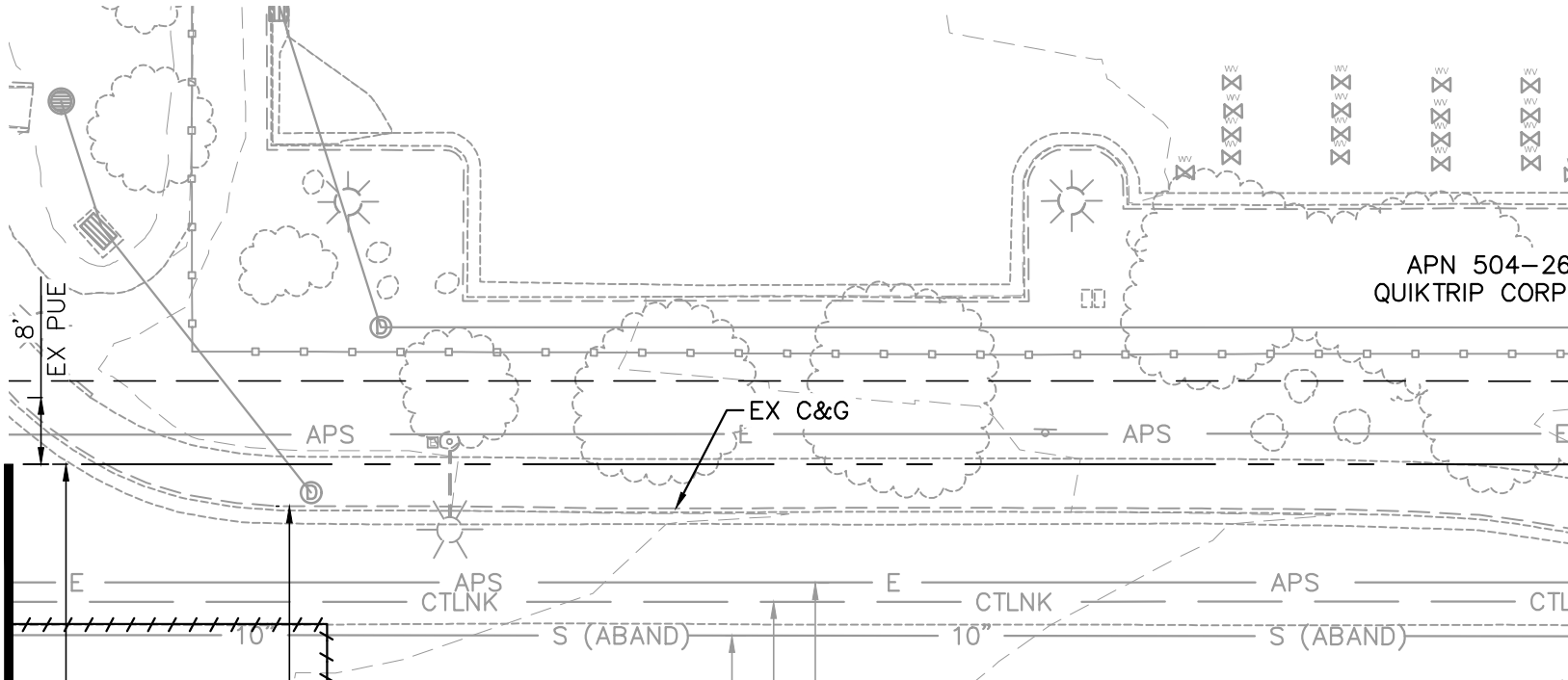
601


T 49
85'
EX ROW
8'
EX
PUE
FO (ABAN)
S (ABAND)
ARIES
DWY
W
CTLNK
FO (ABAN)
CTLNK
S
6"
FO (ABAN)
5'±
63'±
CTLNK
S
W
12"
FO (ABAN)
21"
FO (ABAN)
6"
S (ABAN)
CTLNK
S

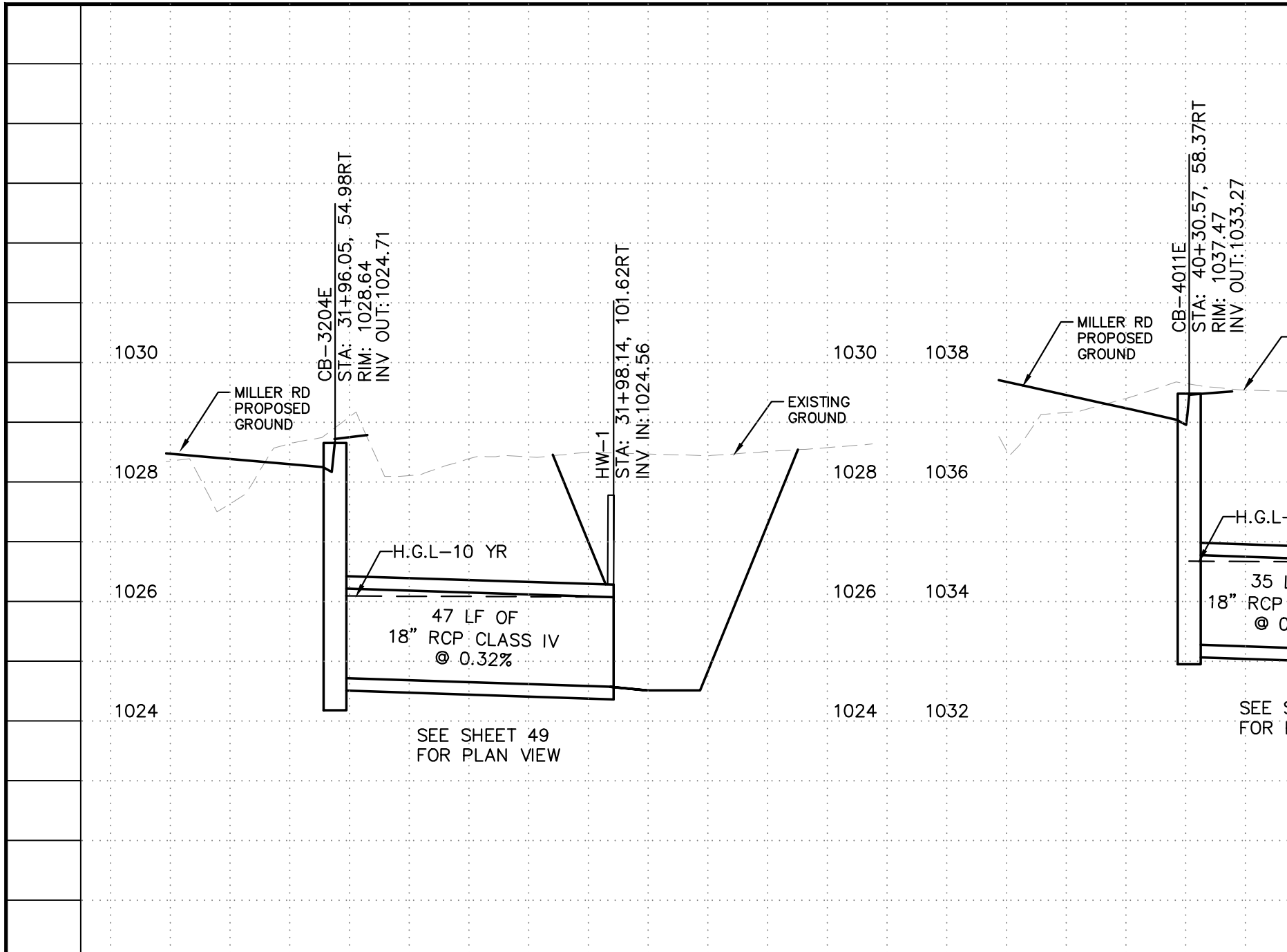
T 50

CTLNK
S (ABAN)
W
6"
12"
FO (ABAN)
CTLNK
S (ABAN)
W
6"
EX ROW
75'
EX PUE
8'

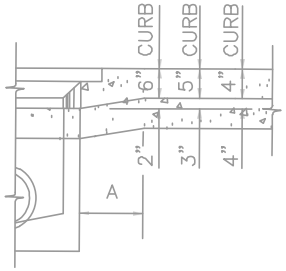
199+00
DURANGO ST
APS
CTLNK
APN 504-26-008L
FIVE BELOW INC
8' EX PUE
CTLNK 12"
FX RDWY FSMT


APN 504–26
QUIKTRIP CORP
8'
EX PUE
EX C&G
APS
E
APS
E
E
APS
E
CTLNK
CTLNK
CTL
10"
S (ABAND)
10"
S (ABAND)

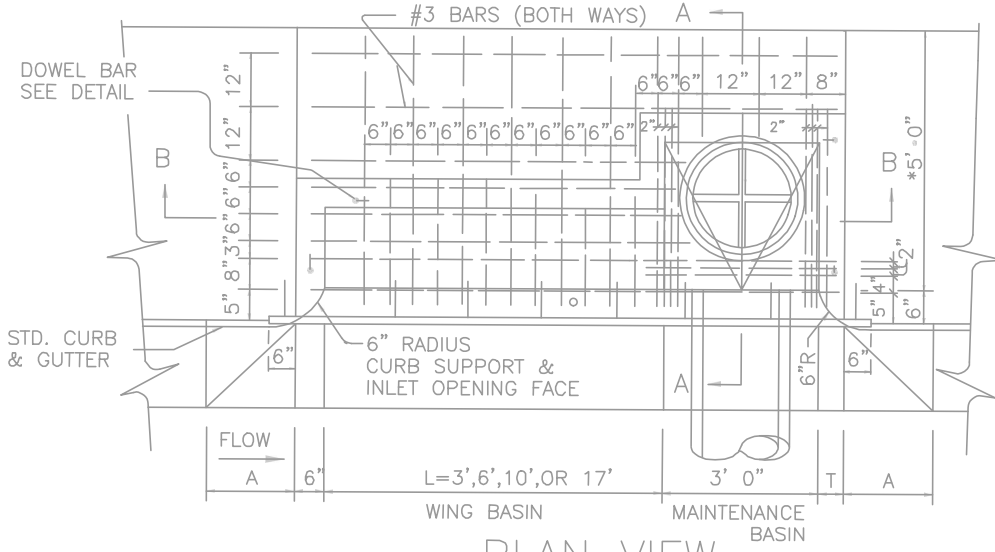
909


1030
1028
1026
1024
CB–3204E
STA: 31+96.05, 54.98RT
RIM: 1028.64
INV OUT:1024.71
HW–1
STA: 31+98.14, 101.62RT
INV IN:1024.56
MILLER RD
PROPOSED
GROUND
EXISTING
GROUND
H.G.L–10 YR
47 LF OF
18" RCP CLASS IV
@ 0.32%
SEE SHEET 49
FOR PLAN VIEW
1030
1028
1026
1024
1038
1036
1034
1032
CB–4011E
STA: 40+30.57, 58.37RT
RIM: 1037.47
INV OUT:1033.27
MILLER RD
PROPOSED
GROUND
H.G.L–
35 L
18" RCP
@ 0
SEE S
FOR

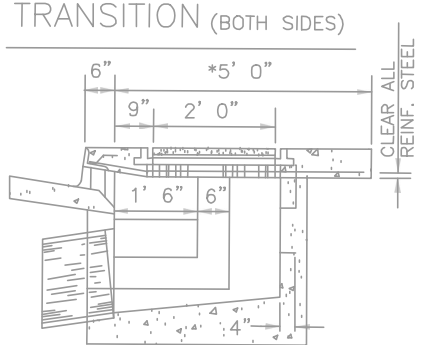
| GUTTER TRANSITION | |
|---|---|
| CURB HEIGHT | DIM 'A' |
| 4" | 3'–3" |
| 5" | 2'–6" |
| 6" | 1'–9" |

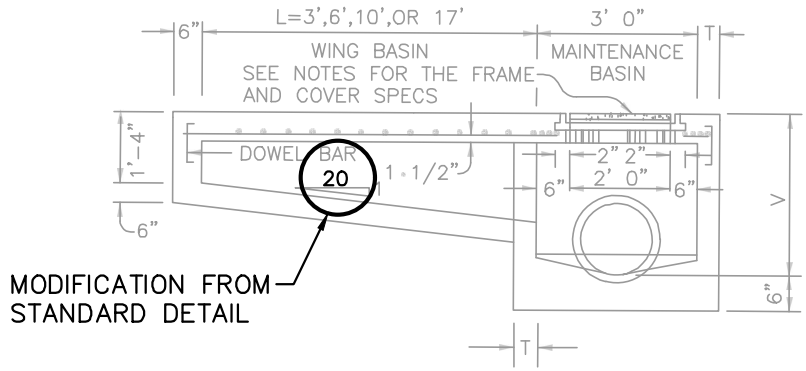


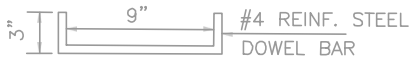

DEPRESSED GUTTER




PLAN VIEW




SECTION B – B

## CITY OF BUCKEYE SIGNING & PAVEMENT MARKING NOTES:

1. THE CITY'S INSPECTOR SHALL BE NOTIFIED 48 HOURS PRIOR TO STARTING ANY SIGNING OR STRIPING WORK.

2. PERMANENT THERMOPLASTIC STRIPING SHALL NOT BE PLACED ANY EARLIER THAN 30 DAYS AFTER THE PERMANENT PAVEMENT HAS BEEN PLACED. A TEMPORARY PAINT SHALL BE USED AS AN INTERIM STRIPING. IF TEMPORARY PAINT IS USED, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE TEMPORARY STRIPING UNTIL THE PERMANENT THERMOPLASTIC HAS BEEN PLACED.

3. UNLESS OTHERWISE SPECIFIED, ALL PAVEMENT MARKING AND TRAFFIC CONTROL SIGNING INSTALLATIONS AND REMOVALS SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF BUCKEYE AND AS SET FORTH IN THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) STANDARD DRAWINGS, DETAILS AND SPECIFICATIONS OR THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES"(MUTCD) LATEST EDITION, OR AASHTO REQUIREMENTS, AS APPLICABLE. SIGN REQUIREMENTS, GUIDELINES AND WARRANTS SHALL BE IN ACCORDANCE WITH THE MUTCD MOST CURRENT EDITION.

4. PRIOR TO PAVEMENT MARKING INSTALLATION THE CONTRACTOR SHALL SUBMIT MATERIAL CERTIFICATIONS WITH MATERIAL SUBMITTALS FOR ALL MARKING MATERIALS CERTIFYING THROUGH SUPPLIER LAB ANALYSIS THAT ALL PAINT AND THERMOPLASTICS ARE FREE FROM ANY LEAD BASED MATERIALS/COMPONENTS.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT AND INSTALLATION OF THE PERMANENT PAVEMENT MARKINGS FOLLOWING CONTROL POINTS THAT HAVE BEEN SET NO MORE THAN 50 FEET APART ALONG THE LINES TO BE STRIPED. PAVEMENT MARKING DIMENSIONS ARE TO CENTER OF THE STRIPE FOR SINGLE LINE STRIPING, AND TO THE CENTER OF THE SPACE BETWEEN THE TWO LINES FOR DOUBLE LINE STRIPING. WHERE CURB AND GUTTER IS PRESENT, DIMENSIONS ARE TO BACK OF CURB.

6. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER'S OFFICE FOR FIELD REVIEW OF LAYOUT PRIOR TO ANY STRIPING OR MARKINGS OF ANY KIND. ANY STRIPING COMPLETED PRIOR TO THE CITY ENGINEER'S OFFICE REVIEW MAY BE SUBJECT TO REMOVAL, RE-LAYOUT AND RESTRIPING AT THE CONTRACTOR'S EXPENSE.

7. THE PAVEMENT MARKING DRAWINGS ARE SCHEMATIC ONLY AND NOT TO SCALE. THE CONTRACTOR SHALL FOLLOW ALL DIMENSIONS, NOTES, DETAILS AND STANDARDS WHEN INSTALLING PAVEMENT STRIPING, MARKINGS AND MARKERS.

8. TEMPORARY TRAFFIC CONTROL SHALL CONFORM TO THE CITY OF PHOENIX "TRAFFIC BARRICADE MANUAL", THE MUTCD AND/OR AS DIRECTED BY THE CITY.

9. UNLESS OTHERWISE DIRECTED, ALL FINAL LOCATION LANE STRIPING INCLUDING CROSSWALKS AND STOP BARS SHALL BE THERMOPLASTIC MATERIAL APPLIED AT A MINIMUM THICKNESS OF 60 MILS FOR LANE STRIPING AND 90 MILS FOR CROSSWALKS AND STOP BARS. ALL PAVEMENT SYMBOLS, ARROWS, AND LETTERING SHALL BE THERMOPLASTIC, TYPE 1 (PERMANENT) PREFORMED PAVEMENT MARKINGS. COLD TAPE MAY BE ALLOWED SUBJECT TO WRITTEN REQUEST BY THE CONTRACTOR AND APPROVAL BY THE CITY. TEMPORARY PAVEMENT MARKINGS SHALL BE REFLECTORIZED TRAFFIC PAINT. TEMPORARY STRIPING OR HALF-STREET ROADWAY STRIPING SHALL BE PAINT.

10. ALL SIGNS SHALL CONFORM TO THE MUTCD AND SHALL BE MADE FROM 0.080 INCH THICK ALUMINUM. SIGN POSTS

13+00

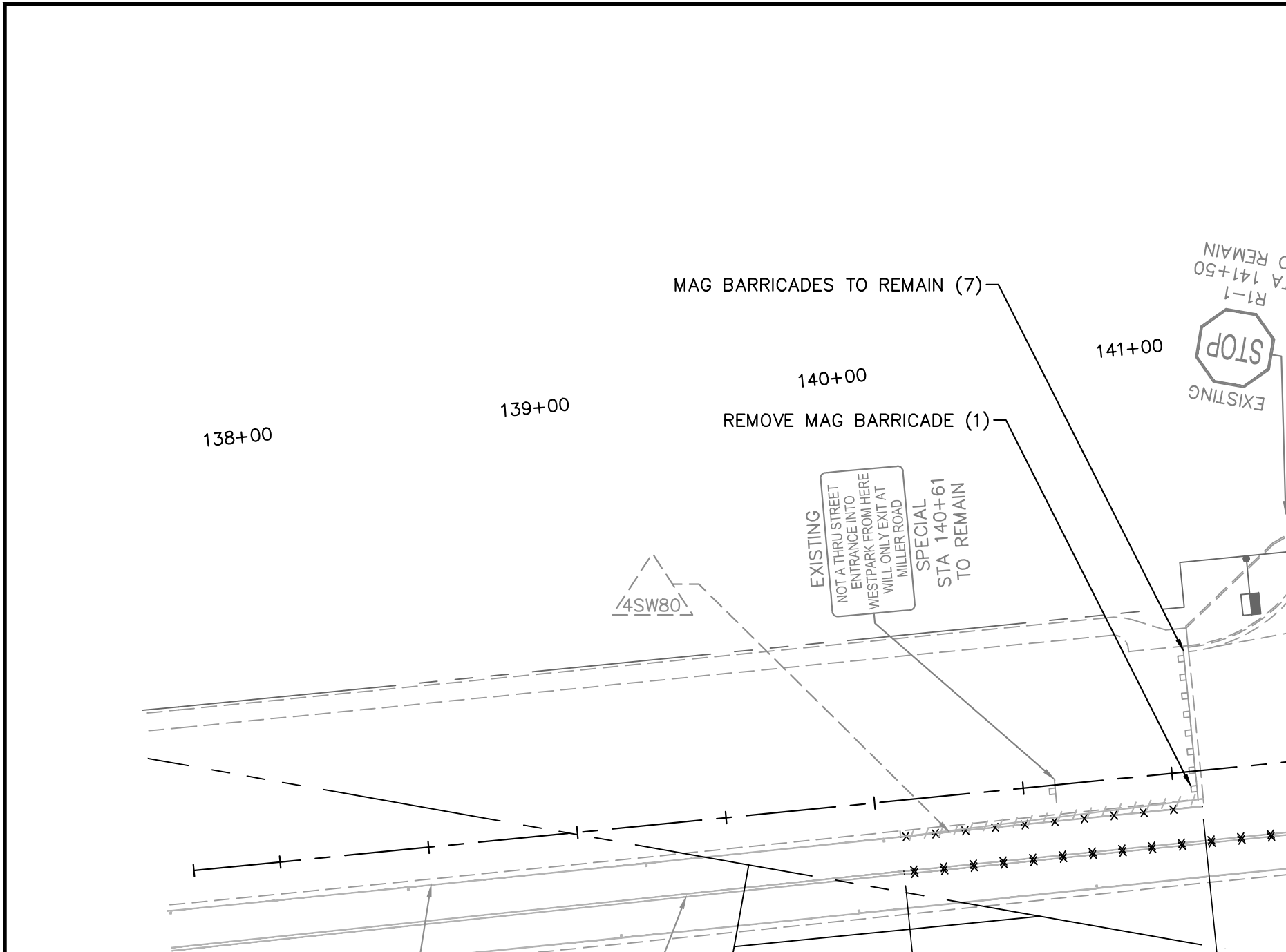
12+00

11+00

MATCHLINE STA. 17+50 SEE SHEET 58
18+00
19+00
20+00
21+00
SEE ROADWAY PAVING PLAN & PROFILE PLAN SHEETS FOR PAVEMENT REMOVAL LIMITS
4SW80
4BY40
STA 17+91
EX ROW
40'
EX ROW
40'
STA 19+37
EX ROW
EXISTING
SPEED LIMIT
45
R2-1
R8-3
STA 20+23
TO REMAIN
MATCHLINE STA. 147+50 SEE

MATCHLINE STA. 37+50 SEE SHEET 59
MILLER ROAD
38+00
39+00
40+00
41+00
75'
EX ROW
75'
EX ROW
PROP ROW
PROP ROW
SEE ROADWAY PAVING PLAN & PROFILE PLAN SHEETS FOR PAVEMENT REMOVAL LIMITS
EXISTING
R3-5(R)
STA 39+16
MOUNTED ON POLE
TO REMAIN
R3-5FP
ONLY
RIGHT LANE
EXISTING
W9-101(L)
STA 40+60
TO BE
RELOCATED TO
POLE AT
THRU
TRAFFIC
MERGE
LEFT

MATCHLINE STA. 57+50 SEE SHEET 60
MILLER ROAD
EX ROW
80'
EX ROW
75'
SEE ROADWAY PAVING PLAN
& PROFILE PLAN SHEETS FOR
PAVEMENT REMOVAL LIMITS
EX ROW
DRIVEWAY
STOP
EXISTING
R1-1
STA 58+88
TO REMAIN
12SW
EXISTING
R3-5(R)
STA 57+96
TO REMAIN
ONLY
EXISTING
R3-5fP
R3-5(R)
STA 60+74
TO REMAIN
EXISTING
RIGHT LANE
ONLY
8SW20
58+00
59+00
60+00
61+00
201+00

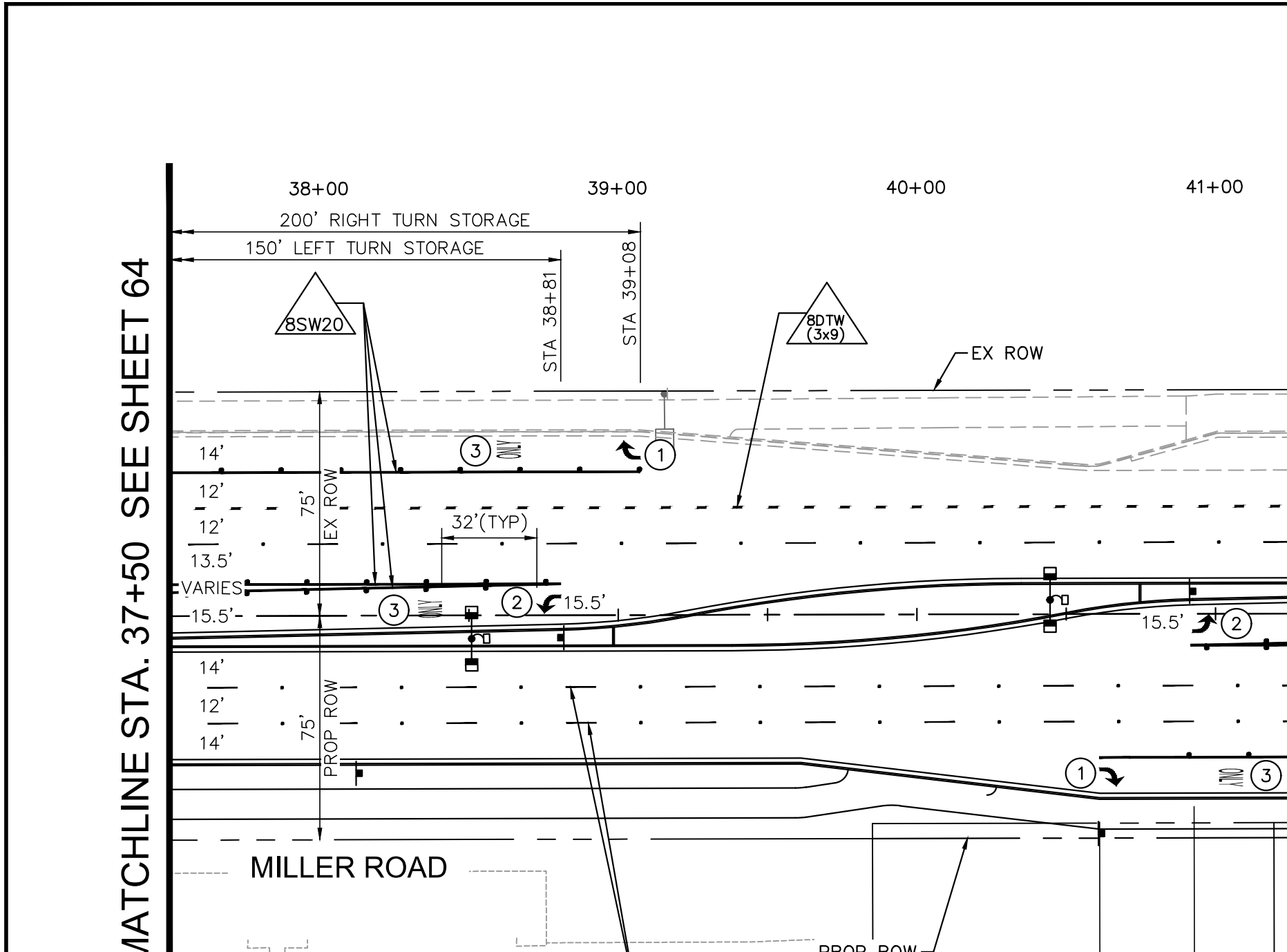

MAG BARRICADES TO REMAIN (7)
REMOVE MAG BARRICADE (1)
138+00
139+00
140+00
141+00
EXISTING
NOT A THRU STREET
ENTRANCE INTO
WESTPARK FROM HERE
WILL ONLY EXIT AT
MILLER ROAD
SPECIAL
STA 140+61
TO REMAIN
4SW80
STOP
EXISTING
R1-1
141+50

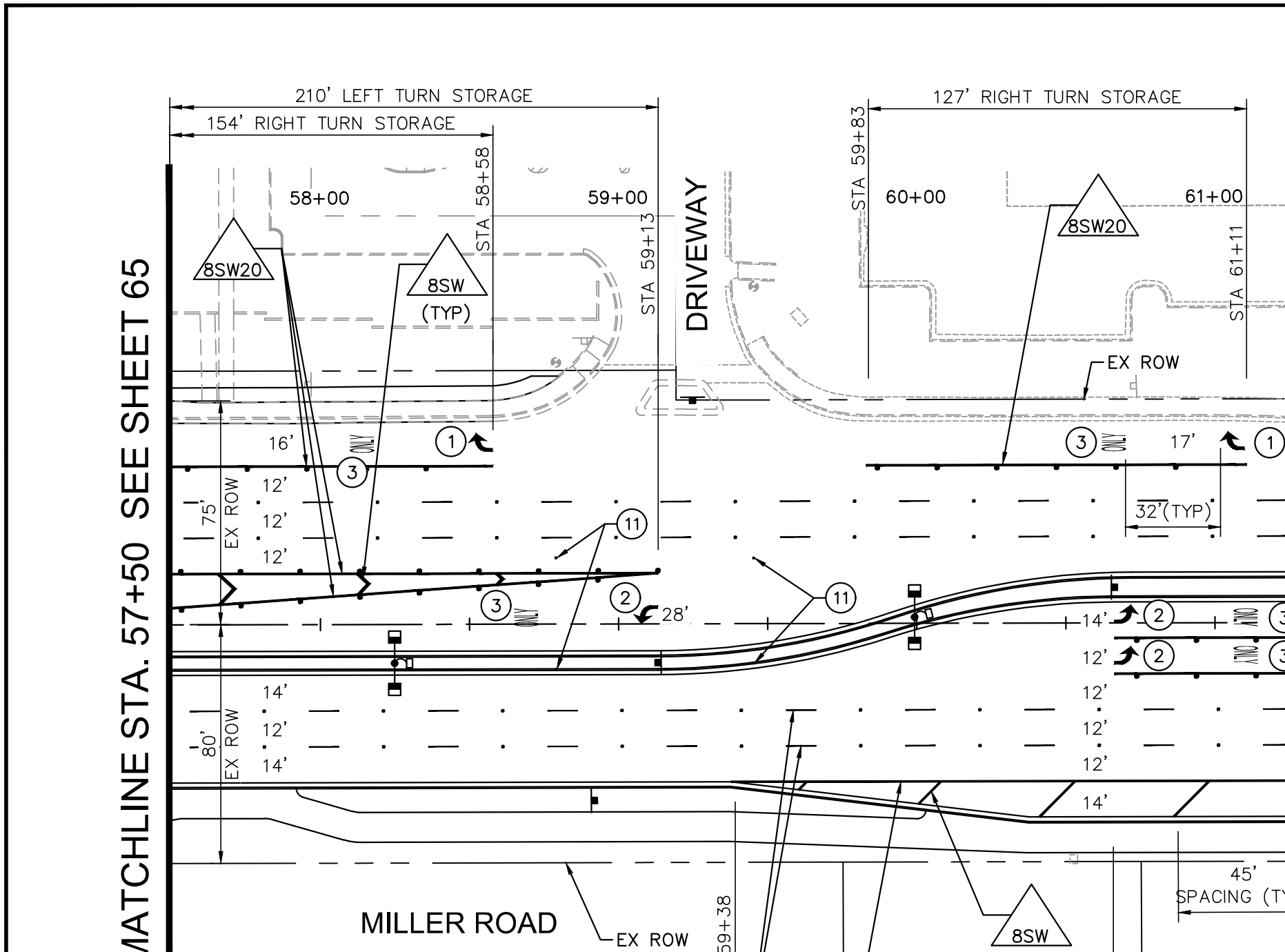
13+00

12+00

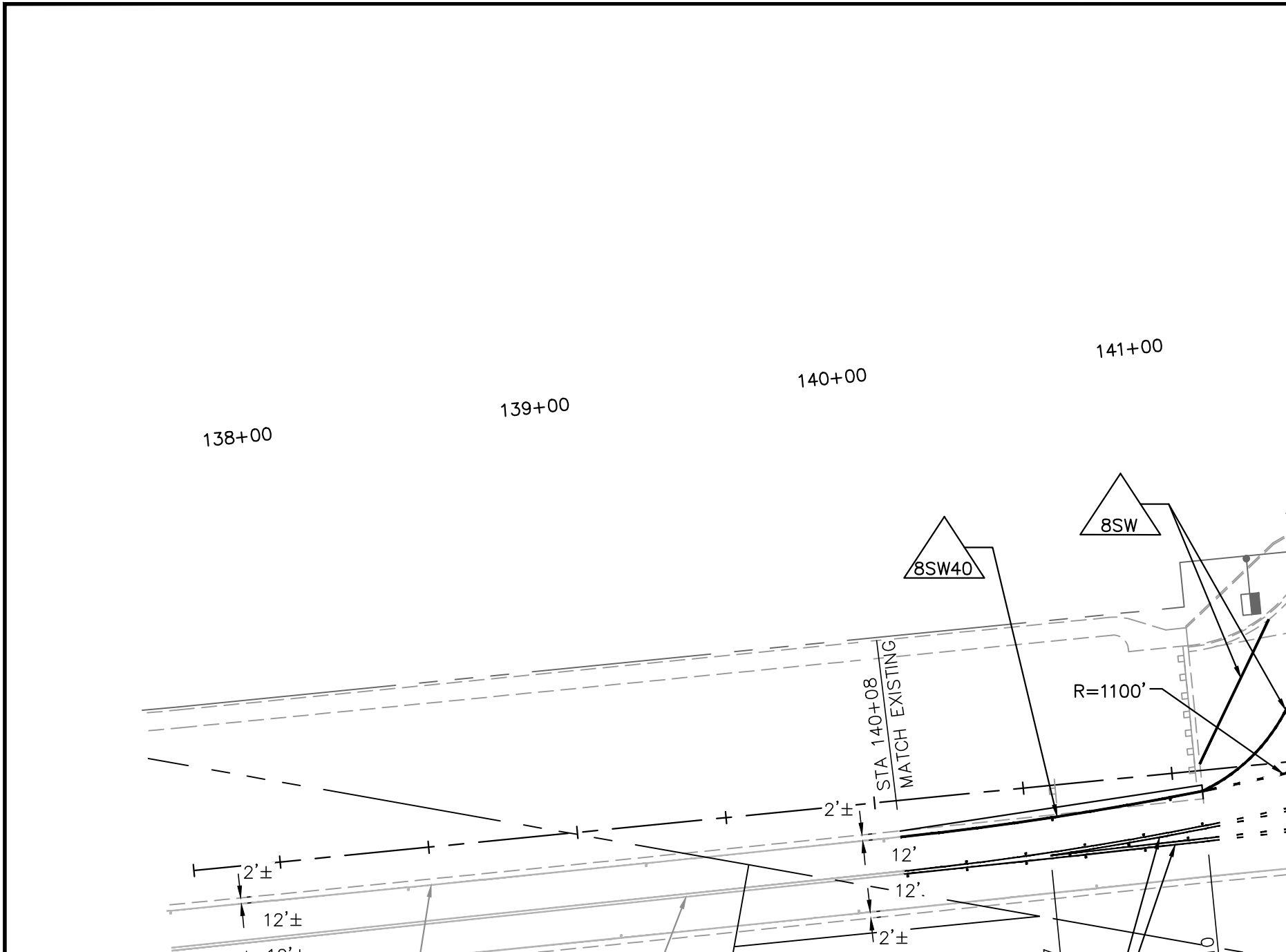
-00

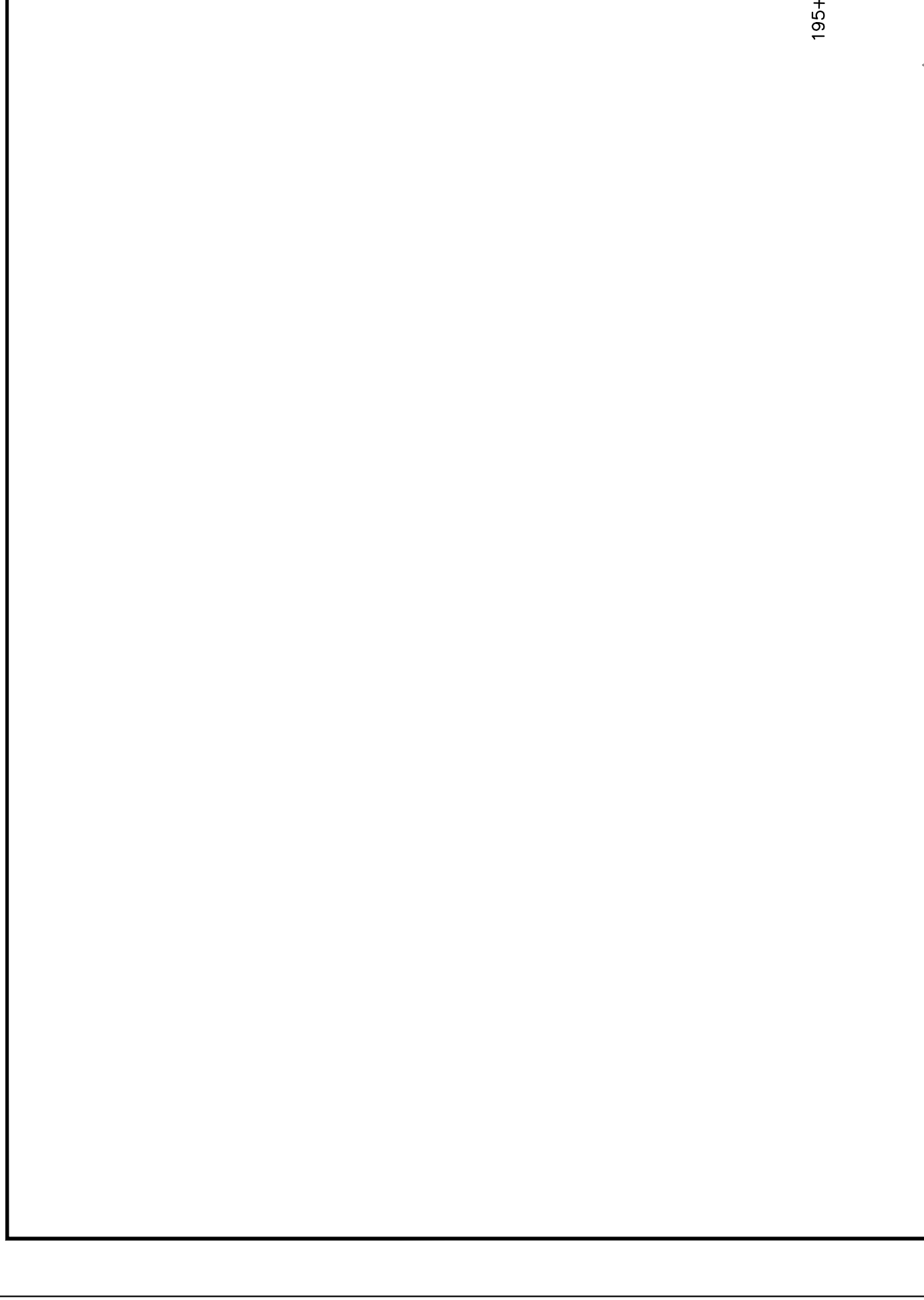
MATCHLINE STA. 147+50 SEE
MATCHLINE STA. 17+50 SEE SHEET 63
21+00
20+00
19+00
18+00
EX ROW
8SW40
STA 20+32
EX ROW
40'
EX ROW
40'
8SW40
EX ROW
MATCH EXISTING
STA 18+59
STA 17+91
2'±
12'
12'
2'±
4DY20
4SW80


38+00
39+00
40+00
41+00
200' RIGHT TURN STORAGE
150' LEFT TURN STORAGE
STA 38+81
STA 39+08
8SW20
8DTW
(3x9)
EX ROW
14'
12'
12'
13.5'
VARIES
15.5'
75'
EX ROW
32'(TYP)
3 ONLY
2
15.5'
1
14'
12'
14'
75'
PROP ROW
MILLER ROAD
PROP ROW
MATCHLINE STA. 37+50 SEE SHEET 64



MATCHLINE STA. 57+50 SEE SHEET 65
210' LEFT TURN STORAGE
154' RIGHT TURN STORAGE
127' RIGHT TURN STORAGE
58+00
59+00
60+00
61+00
STA 58+58
STA 59+13
STA 59+83
STA 61+11
DRIVEWAY
8SW20
8SW
(TYP)
EX ROW
16'
17'
12'
14'
75'
80'
32'(TYP)
28'
45'
SPACING (TY
MILLER ROAD
59+38


138+00
139+00
140+00
141+00
8SW40
8SW
R=1100'
STA 140+08
MATCH EXISTING
2'±
12'
2'±
12'±
12'.
2'±

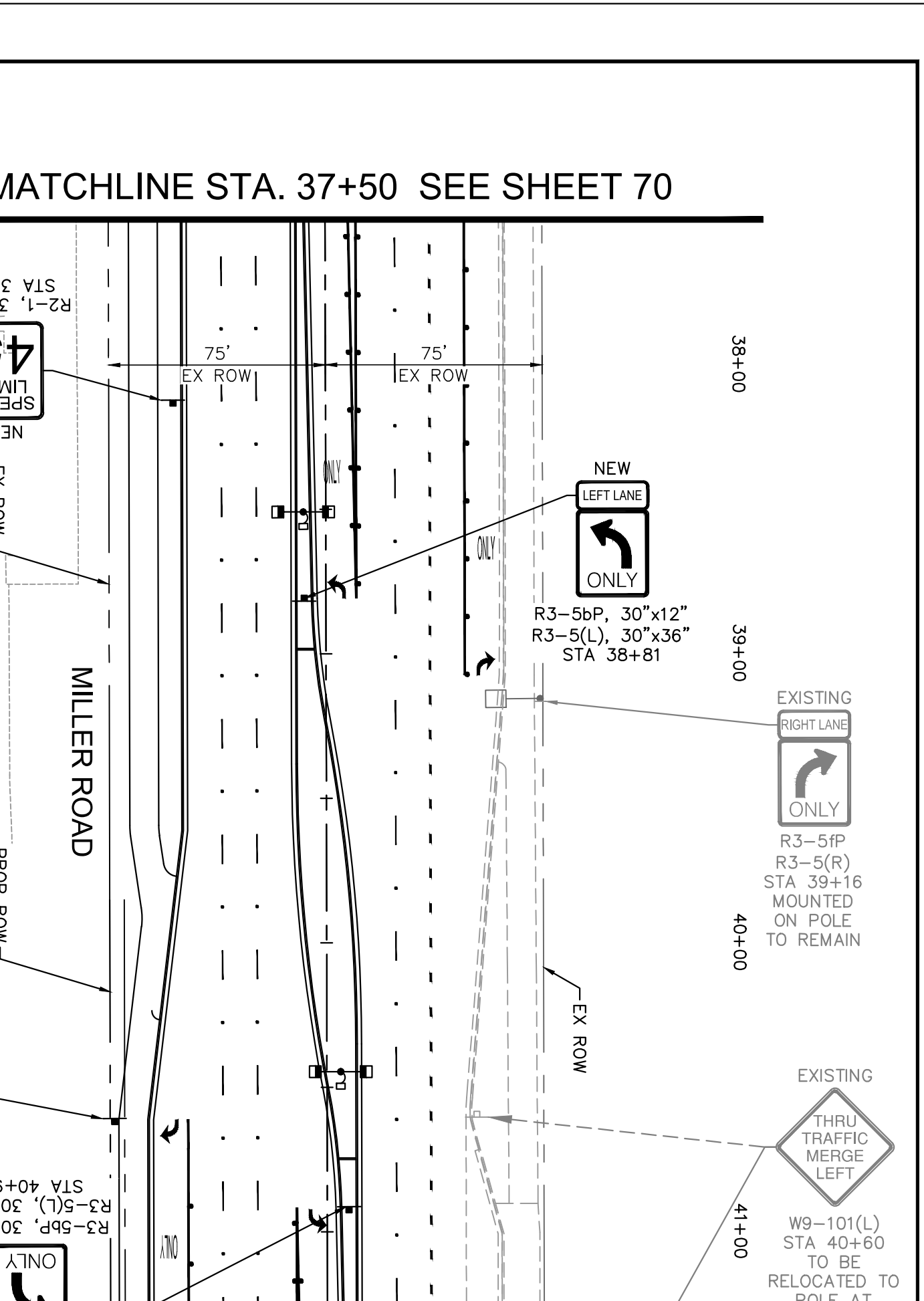

195+

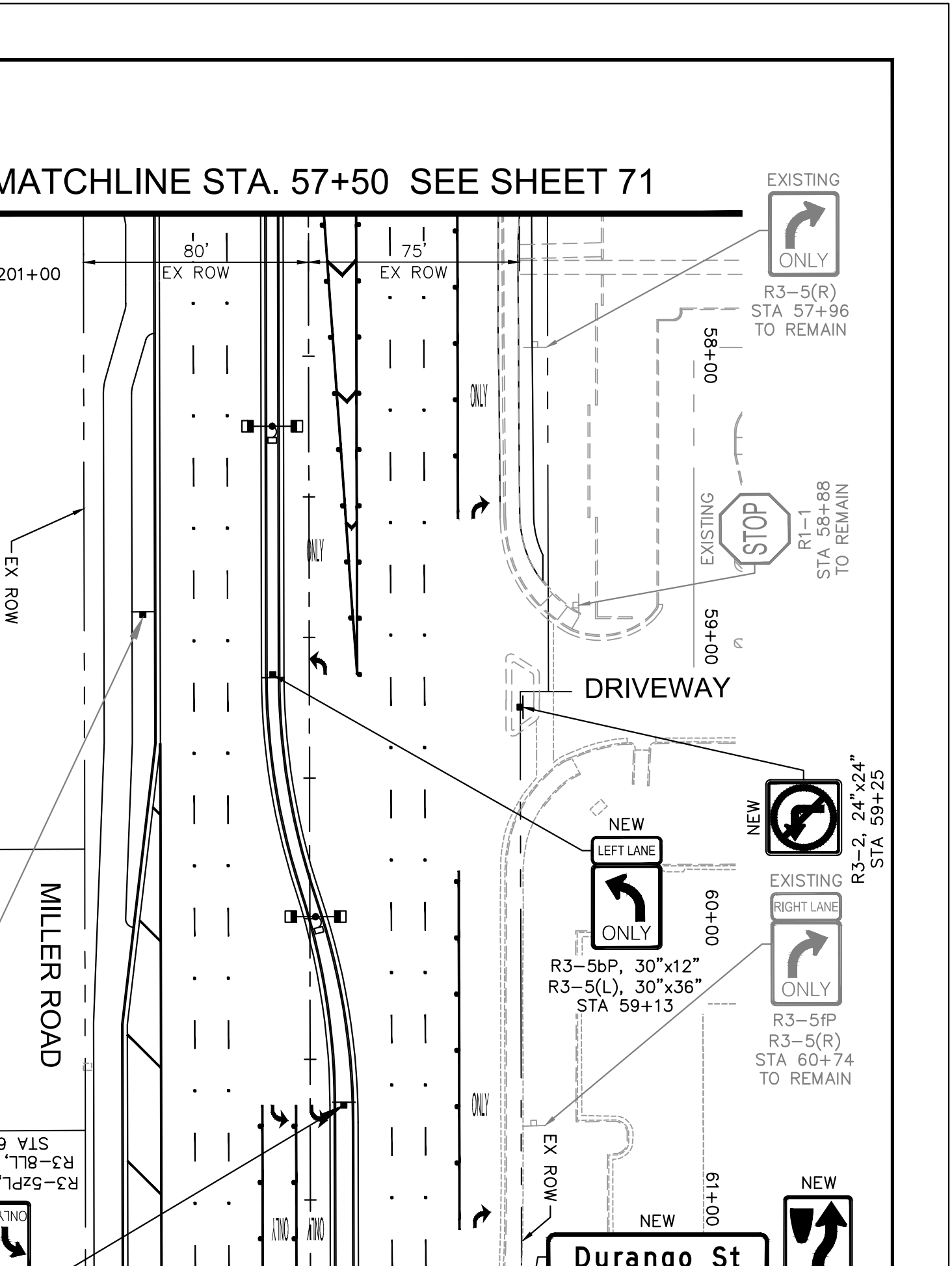
13+00

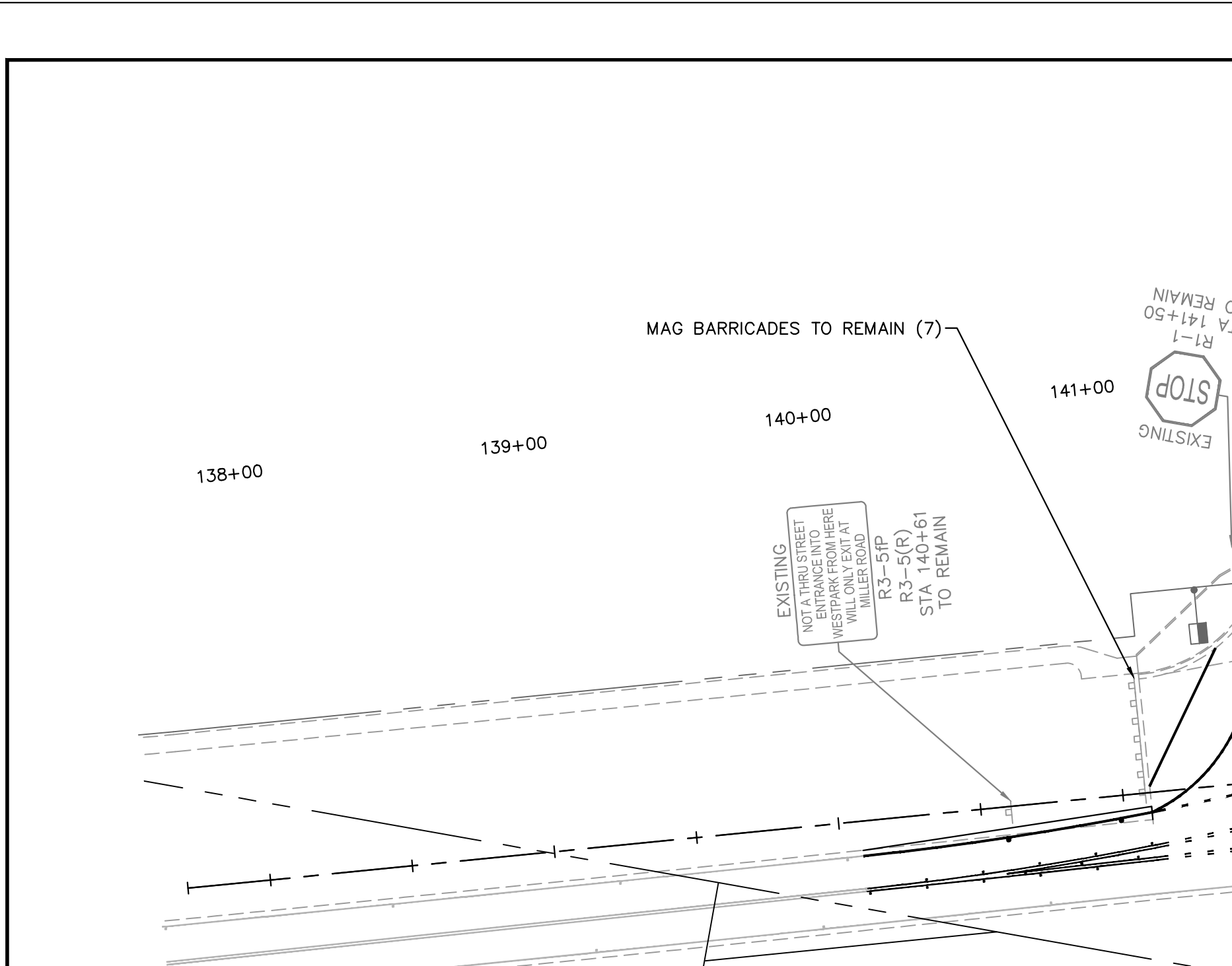
12+00

-00

MATCHLINE STA. 147+50 SEE
EXISTING
SPEED LIMIT
45
R2-1
R8-3
STA 20+23
TO REMAIN
NEW
SPEED LIMIT
45
EX ROW
EX ROW
40'
EX ROW
40'
EX ROW
21+00
20+00
19+00
18+00
MATCHLINE STA. 17+50 SEE SHEET 69


MATCHLINE STA. 37+50 SEE SHEET 70
75'
EX ROW
75'
EX ROW
38+00
39+00
40+00
41+00
MILLER ROAD
NEW
LEFT LANE
ONLY
R3-5bP, 30"x12"
R3-5(L), 30"x36"
STA 38+81
EXISTING
RIGHT LANE
ONLY
R3-5fP
R3-5(R)
STA 39+16
MOUNTED
ON POLE
TO REMAIN
EX ROW
EXISTING
THRU
TRAFFIC
MERGE
LEFT
W9-101(L)
STA 40+60
TO BE
RELOCATED TO
ONLY


MATCHLINE STA. 57+50 SEE SHEET 71
201+00
80'
EX ROW
75'
EX ROW
EXISTING
ONLY
R3-5(R)
STA 57+96
TO REMAIN
58+00
ONLY
EXISTING
STOP
R1-1
STA 58+88
TO REMAIN
59+00
EX ROW
DRIVEWAY
NEW
R3-2, 24"x24"
STA 59+25
NEW
LEFT LANE
ONLY
R3-5bP, 30"x12"
R3-5(L), 30"x36"
STA 59+13
60+00
EXISTING
RIGHT LANE
ONLY
R3-5fP
R3-5(R)
STA 60+74
TO REMAIN
MILLER ROAD
ONLY
EX ROW
61+00
NEW
NEW
Durango St


MAG BARRICADES TO REMAIN (7)
138+00
139+00
140+00
141+00
EXISTING
NOT A THRU STREET
ENTRANCE INTO
WESTPARK FROM HERE
WILL ONLY EXIT AT
MILLER ROAD
R3-5fP
R3-5(R)
STA 140+61
TO REMAIN
STOP
EXISTING
R1-1
STA 141+50
TO REMAIN

D = DIAMOND GRADE SHEETING H

| STA. | SIGN CODE | NEW | WORK EXISTING RELOCATE | WORK EXISTING REMOVE & SALVAGE | WORK EXISTING SEE REMARKS | OFFSET FROM CENTERLINE Lt (ft) | OFFSET FROM CENTERLINE Rt (ft) | |
|---|---|---|---|---|---|---|---|---|
| MILLER ROAD (STATIONS AND OFFSETS REFER TO MILLER ROAD CENTERLINE) | | | | | | | | |
| NB 12+92 | OM3-L | – | – | – | X | – | – | TYPE 3 OBJ |
| SB 13+16 | OM1-2 | – | – | – | X | – | – | TYPE 1 |
| – | OM3-R | – | – | – | X | – | – | TYPE 3 OBJ |
| NB 13+25 | OM1-2 | – | – | – | X | – | – | TYPE 1 |
| – | OM3-L | – | – | – | X | – | – | TYPE 3 OBJ |
| EB 13+32 | SPECIAL | – | – | – | X | – | – | EMERGENC |
| SB 13+76 | OM3-R | – | – | – | X | – | – | TYPE 3 OBJ |
| NB 20+23 | R2-1(45) | – | – | – | X | – | – | SPE |
| – | R8-3 | – | – | – | X | – | – | N |
| SB 21+75 | R2-1(45) | X | – | – | – | 23 | – | SPE |

D = DIAMOND GRADE SHEETING H

| STA. | SIGN CODE | NEW | WORK | | | OFFSET FROM CENTERLINE | | |
|---|---|---|---|---|---|---|---|---|
| | | | EXISTING | | | | | |
| | | | RELOCATE | REMOVE & SALVAGE | SEE REMARKS | Lt (ft) | Rt (ft) | |
| SB 34+67 | R3-5fP | – | X | – | – | 77 | – | RIGHT |
| – | R3-5(R) | – | X | – | – | – | – | RIGH |
| NB 34+72 | R3-5bP | X | – | – | – | – | 1 | LEFT |
| – | R3-5(L) | X | – | – | – | – | – | LEF |
| SB 34+97 | SPECIAL | – | – | – | X | – | – | DO NOT EN |
| SB 35+51 | D3-2 | X | – | – | – | 74 | – | LOWE |
| SB 35+95 | R4-7 | X | – | – | – | 10 | – | K |
| – | OM3-L | X | – | – | – | – | – | TYPE 3 OB |
| NB 35+99 | R4-7 | X | – | – | – | – | 9 | K |
| – | OM3-C | X | – | – | – | – | – | TYPE 3 |
| EB 36+40 | R1-1 | – | – | – | X | – | – | |

D = DIAMOND GRADE SHEETING H

| STA. | SIGN CODE | NEW | WORK | | | OFFSET FROM CENTERLINE | | |
|---|---|---|---|---|---|---|---|---|
| | | | EXISTING | | | | | |
| | | | RELOCATE | REMOVE & SALVAGE | SEE REMARKS | Lt (ft) | Rt (ft) | |
| EB 42+93 | R1–1 | – | – | – | X | – | – | |
| EB 43+12 | R3–2 | – | – | – | X | – | – | NO |
| EB 43+17 | R6–1(R) | X | – | – | – | 3 | – | ONE |
| WB 43+17 | R6–1(R) | X | – | – | – | 3 | – | ONE |
| WB 43+31 | D3–1 | – | X | – | – | – | 38 | |
| – | D3–1 | – | X | – | – | – | – | W |
| – | R1–1 | – | X | – | – | – | – | |
| NB 43+47 | SPECIAL | – | X | – | – | – | 36 | JUNCTIO |
| SB 43+74 | R4–7 | X | – | – | – | 9 | – | K |
| – | OM3–C | X | – | – | – | – | – | TYPE 3 |
| NB 43+78 | R4–7 | X | – | – | – | – | 9 | K |

D = DIAMOND GRADE SHEETING H

| STA. | SIGN CODE | NEW | WORK | | | OFFSET FROM CENTERLINE | | |
|---|---|---|---|---|---|---|---|---|
| | | | EXISTING | | | | | |
| | | | RELOCATE | REMOVE & SALVAGE | SEE REMARKS | Lt (ft) | Rt (ft) | |
| SB 50+55 | R3-5fP | – | – | – | X | – | – | RIGHT |
| – | R3-5(R) | – | – | – | X | – | – | RIGH |
| NB 50+69 | D3-2 | X | – | – | – | 1 | – | DU |
| NB 51+21 | R3-5fP | X | – | – | – | – | 81 | RIGHT |
| – | R3-5(R) | X | – | – | – | – | – | RIGH |
| NB 51+35 | R3-5fP | – | – | X | – | – | – | RIGHT |
| – | R3-5(R) | – | – | X | – | – | – | RIGH |
| NB 51+58 | R4-7 | – | – | X | – | – | – | K |
| – | OM3-L | – | – | X | – | – | – | TYPE 3 OBJ |
| SB 52+19 | R3-5fP | – | – | – | X | – | – | RIGHT |
| – | R3-5(R) | – | – | – | X | – | – | RIGH |

D = DIAMOND GRADE SHEETING H

| STA. | SIGN CODE | NEW | WORK | | | OFFSET FROM CENTERLINE | | |
|---|---|---|---|---|---|---|---|---|
| | | | EXISTING | | | | | |
| | | | RELOCATE | REMOVE & SALVAGE | SEE REMARKS | Lt (ft) | Rt (ft) | |
| SB 59+13 | R3-5bP | X | – | – | – | – | 13 | LEFT |
| – | R3-5(L) | X | – | – | – | – | – | LEF |
| EB 59+25 | R3-2 | X | – | – | – | 75 | – | NO |
| NB 60+66 | R3-5zPL | X | – | – | – | – | 11 | LE |
| – | R3-8LL | X | – | – | – | – | – | INTERSECT (L |
| SB 60+74 | R3-5fP | – | – | – | X | – | – | RIGHT |
| – | R3-5(R) | – | – | – | X | – | – | RIGH |
| NB 61+95 | W3-5 | – | X | – | – | – | 61 | REDUCED |
| SB 61+96 | D3-2 | X | – | – | – | 71 | – | DU |
| SB 62+26 | R4-7 | X | – | – | – | – | 11 | K |
| – | OM3-L | X | – | – | – | – | – | TYPE 3 OB |

D = DIAMOND GRADE SHEETING H

| STA. | SIGN CODE | NEW | WORK | | | OFFSET FROM CENTERLINE | | |
|---|---|---|---|---|---|---|---|---|
| | | | EXISTING | | | | | |
| | | | RELOCATE | REMOVE & SALVAGE | SEE REMARKS | Lt (ft) | Rt (ft) | |
| NB 68+63 | E6-101a | – | – | – | X | – | – | I-10 |
| NB 68+63 | R3-5zPR | – | – | – | X | – | – | RIG |
| – | R3-8RR | – | – | – | X | – | – | INTERSECT (RI |
| NB 70+54 | W3-3 | – | – | – | X | – | – | SIG |
| SB 70+71 | R3-5fP | – | – | X | – | – | – | RIGHT |
| – | R3-5(R) | – | – | X | – | – | – | RIGH |
| SB 71+09 | R3-2 | – | – | – | X | – | – | NO |
| SB 71+24 | R5-1 | – | – | – | X | – | – | DO |
| – | R5-1a | – | – | – | X | – | – | W |
| – | R3-4 | – | – | – | X | – | – | N |
| LOWER BUCKEYE ROAD (STATIONS AND OFFSETS REFER TO LOWER BUCKEYE ROAD CE | | | | | | | | |

D = DIAMOND GRADE SHEETING H

| STA. | SIGN CODE | NEW | WORK | | | OFFSET FROM CENTERLINE | | |
|---|---|---|---|---|---|---|---|---|
| | | | EXISTING | | | | | |
| | | | RELOCATE | REMOVE & SALVAGE | SEE REMARKS | Lt (ft) | Rt (ft) | |
| WB 149+41 | W9-101(L) | X | – | – | – | 36 | – | THRU TR |
| EB 150+60 | R9-3 | X | – | – | – | 54 | – | NO |
| – | R9-3bP | X | – | – | – | – | – | USE CR |
| EB 151+24 | R4-7 | X | – | – | – | – | 12 | K |
| – | OM3-L | X | – | – | – | – | – | TYPE 3 OB |
| EB 151+70 | SPECIAL | – | X | – | – | – | – | |
| – | SPECIAL | – | X | – | – | – | – | |
| WB 153+02 | R3-5zPL | X | – | – | – | – | 12 | LEFT 2 |
| – | R3-8LL | X | – | – | – | – | – | INTERSECT (L |
| WB 153+02 | R3-5fP | X | – | – | – | 68 | – | RIGHT |
| – | R3-5(R) | X | – | – | – | – | – | RIGH |

D = DIAMOND GRADE SHEETING H

| STA. | SIGN CODE | NEW | WORK | | | OFFSET FROM CENTERLINE | | |
|---|---|---|---|---|---|---|---|---|
| | | | EXISTING | | | | | |
| | | | RELOCATE | REMOVE & SALVAGE | SEE REMARKS | Lt (ft) | Rt (ft) | |
| EB 200+63 | R9-3 | – | – | – | X | – | – | NO |
| – | R9-3bP | X | – | – | – | 107 | – | USE CR |
| EB 201+03 | R9-3 | – | – | X | – | – | – | NO |
| PIMA STREET (STATIONS AND OFFSETS REFER TO MILLER ROAD CENTERLINE) | | | | | | | | |
| WB 62+33 | R9-3 | – | – | X | – | – | – | NO |
| – | R9-3bP | – | – | X | – | – | – | USE CR |
| EB 62+65 | R3-8LLR | – | – | – | X | – | – | INTERSECT (LEF |
| WB 63+68 | R9-3 | X | – | – | – | 101 | – | NO |
| – | R9-3bP | X | – | – | – | – | – | USE CR |
| EB 62+46 | R9-3 | – | – | X | – | – | – | NO |
| – | R9-3bP | – | – | X | – | – | – | USE CR |

# CITY OF BUCKEYE TRAFFIC SIGNAL NOTES

1. TRAFFIC CONTROL PLANS SHALL CONFORM TO THE CITY OF PHOENIX TRAFFIC BARRICADE MANUAL AND MUTCD SECTION 6. TRAFFIC CONTROL PLANS SHALL BE REVIEWED AND APPROVED BY CITY PUBLIC WORKS INSPECTOR.

2. UTILITY LOCATIONS SHOWN ARE BASED UPON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL CONTACT BLUE STAKE AT 602–263–1100 BEFORE CONSTRUCTION AND VERIFY ACTUAL UTILITY LOCATIONS.

3. TRAFFIC SIGNAL POLES, MAST ARMS AND SERVICE CABINETS SHALL BE PAINTED WITH TWO COATS OF WHITE ENAMEL PAINT MEETING MANUFACTURE RECOMMENDATIONS.

4. ALL CORNER PULL BOXES SHALL BE NUMBER 7 WITH EXTENSION WITH 18–INCH DRAINAGE, CONSISTING OF #57 ROCK, PER ADOT SPEC. THE MEDIAN PULL BOX SHALL BE NUMBER 5.

5. A GROUND ROD SHALL BE INSTALLED WITHIN THE CUSTOMER SIDE OF THE ELECTRICAL SERVICE PANEL AND IN THE CONTROL CABINET FOUNDATION AND SATISFY CITY'S BUILDING CODE REQUIREMENTS.

6. PAVEMENT REPLACEMENT SHALL CONFORM TO CITY SECTION 6–3 STREET PLANNING AND DESIGN CRITERIA MANUAL. SIDEWALK REPLACEMENT SHALL CONFORM TO MAG STANDARD DETAIL 230, 231, 232, 233, AND 234, AS APPROPRIATE.

7. INTERNALLY ILLUMINATED STREET NAME SIGNS SHALL BE PROVIDED AND MOUNTED ON TRAFFIC SIGNAL MAST ARMS FOR TROMBONES STYLE POLES AND FLAG MOUNTED ON ADOT STYLE POLES IN ACCORDANCE WITH THE CITY OF BUCKEYE TRAFFIC SIGNAL DETAILS.

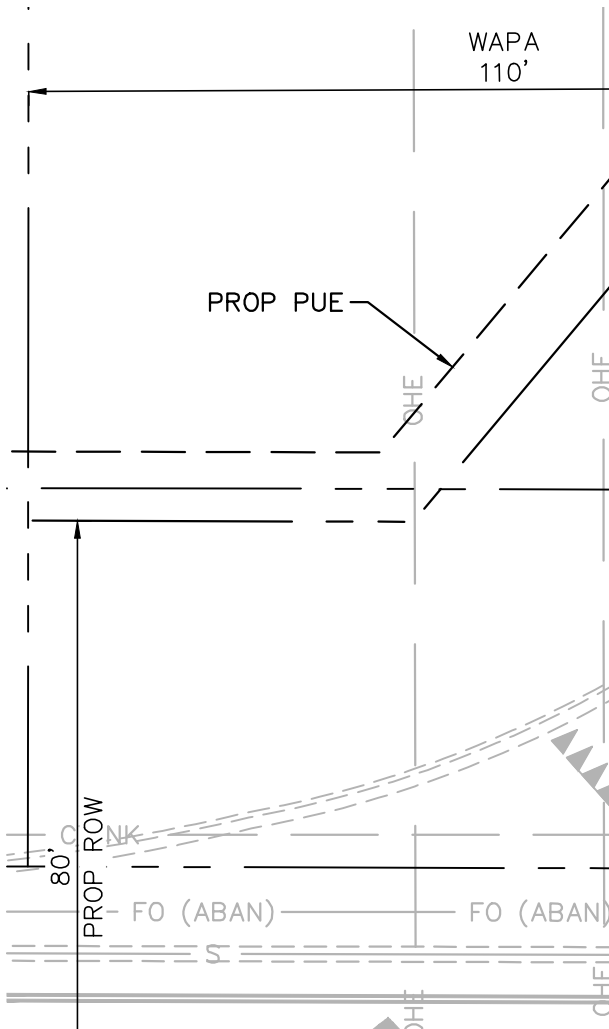
8. APPLICABLE SIGNAL AND PEDESTRIAN INDICATIONS SHALL BE WIDE–ANGLE LED TYPE LAMPS PER THE CITY APPROVED PRODUCT LIST.

9. A FULLY FUNCTIONAL EMERGENCY VEHICLE PRE–EMPTION (EVP) INCLUDING DEVICE, CABLING, PHASE SELECTOR, AND MOUNTING BRACKETS SHALL BE PROVIDED AND INSTALLED. THE EVP SHALL BE FIELD–ADJUSTED TO OPTIMIZE RECEPTION. EVP PER THE CITY APPROVED PRODUCT LIST.

10. ALL EXISTING TRAFFIC CONTROL AND STREET LIGHTS SHALL REMAIN IN OPERATION UNTIL NEW INSTALLATIONS ARE ENERGIZED AND OPERATIONAL. ANY TRAFFIC DETECTORS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED WITH TEMPORARY DETECTORS UNTIL THE FINAL DETECTION SYSTEM IS IN PLACE AND OPERATIONAL.

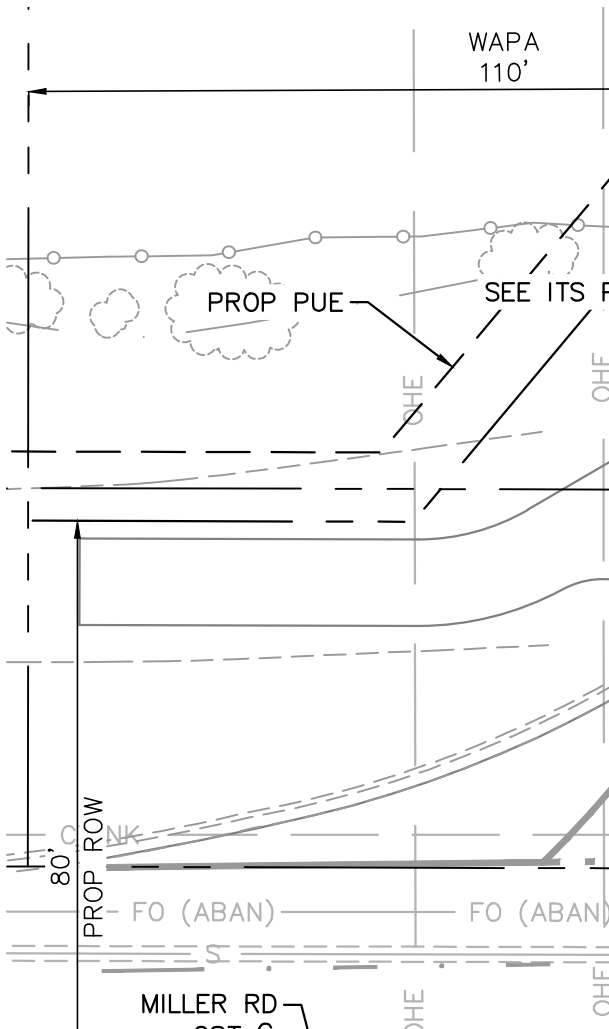
11. ANY REMOVED CITY EQUIPMENT SHALL BE SALVAGED AND RETURNED TO THE CITY PUBLIC WORKS DEPARTMENT AT 23454 W. MC HIGHWAY 85 BUCKEYE, AZ. ALL SALVAGED EQUIPMENT SHALL BE

| PULL BOX SCHEDULE | | | |
|---|---|---|---|
| NO. | TYPE | LOCATION | REMARKS |
| 1 | NO. 7E | APPROX. AS SHOWN | EXISTING TO BE REMOVED |
| 2 | NO. 7E | APPROX. AS SHOWN | EXISTING TO BE REMOVED |
| 3 | NO. 7E | APPROX. AS SHOWN | EXISTING TO BE REMOVED |
| 4 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 5 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 6 | NO. 7E | APPROX. AS SHOWN | EXISTING TO BE REMOVED |



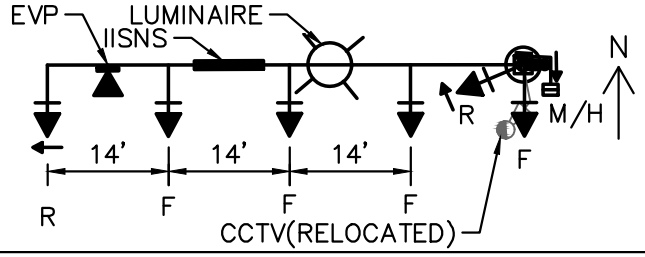
| PULL BOX SCHEDULE | | | |
|---|---|---|---|
| NO. | TYPE | LOCATION* | REMARKS |
| ◇1 | NO. 7E | STA 31+56<br>99.2' RT | PER COB DETAIL<br>64291 AND 64292 |
| ◇2 | NO. 7E | STA 31+19<br>57.5' RT | PER COB DETAIL<br>64291 AND 64292 |
| ◇3 | NO. 7E | STA 29+86<br>OFF 58.6' RT | PER COB DETAIL<br>64291 AND 64292 |
| ◇4 | NO. 7E | APPROX.<br>AS SHOWN | EXISTING<br>TO REMAIN |
| ◇5 | NO. 7E | APPROX.<br>AS SHOWN | EXISTING<br>TO REMAIN |

* ALL STATIONS AND OFFSETS ARE MEASURED FROM THE MILLER RD CENTERLINE.



# POLE SCHEDULE

| CABINET | TYPE | CONTROLLER | AUX. CONTROL |
|---|---|---|---|
| (A) | METER PEDESTAL | – | N/A |
| (B) | NEMA TS2, TYPE 1 TYPE IV WITH ELEVATOR BASE | ECONOLITE COBALT ATC | N/A |
| (C) BBS | BATTERY BACKUP | – | N/A |

| | | | MAST ARM | | SIGNALS | | |
|---|---|---|---|---|---|---|---|
| LAYOUT | | TYPE | SIG. | LUM. | MTG. | FACE | |
| (D) |  | B TROMBONE COB DET 64221 | 55' | 20' | 1–TROM<br>3–TROM<br>1–XI<br>1–XI<br>1–V | 1–R<br>3–F<br>1–F<br>1–R<br>1–M/H | (SE<br>R |
| (E) |  | G | | | | | |

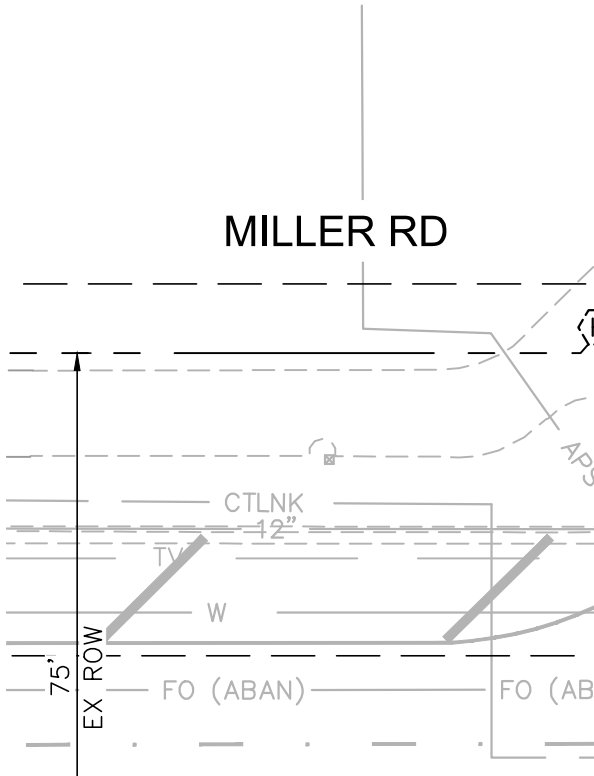
## CONDUCTOR SCHEDULE

| | CONDUIT RUN NO. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | CONDUIT SIZE IN INCHES | 2½ | 2 | 2 | 3 | 3 | 3 | 3 | 3 | 3 | 3* | 3* | 3* | 3* | 3* | 3* |
| SIGNAL HEADS<br>PED HEADS<br>PED PB'S<br>IMSA 19–1 #14 AWG | 25 CONDUCTOR | SERVICE CONDUCTORS BY APS | | | 8 | | | 8 | | | 2 | | | | | |
| | 7 CONDUCTOR | | | | | | | | | | | | | | | |
| | 4 CONDUCTOR | | | | | | | | | | | | | | | |
| | 2 CONDUCTOR | | | | 6 | | | 6 | | | 2 | | | | | |
| BARE BOND | #8 GREEN THW, SOLID | | 1 | 1 | 1 | 1 | | 1 | 1 | | 1 | 1 | | | | |
| LUMINAIRES<br>(120V) | #14 AWG IMSA 19–1, 4 CC | | | 1 | 1 | | | 1 | | | 1 | | | | | |
| IISNS | #14 AWG IMSA 19–1, 4 CC | | | 1 | 1 | | | 1 | | | 1 | | | | | |
| SERVICE | #6 AWG 140/240V, THWN | | 2 | 2 | | | | | | | | | | | | |
| EVP | PER MANUFACTURER | | | | | 4 | | | 4 | | | 1 | | | | |
| SPARE CONDUIT | TRACER WIRE #8 BARE BOND | | | | | | 1 | | | 1 | | | 1 | 1 | 1 | 1 |
| VIDEO DETECTION<br>(GRIDSMART) | POLE ⟨H⟩ | | | | | 1 | | | 1 | | | | | | | |
| | POLE ⟨J⟩ | | | | | 1 | | | 1 | | | | | | | |
| CCTV CAMERA | CCTV CAMERA CABLE | | | | | 1 | | | 1 | | | | | | | |

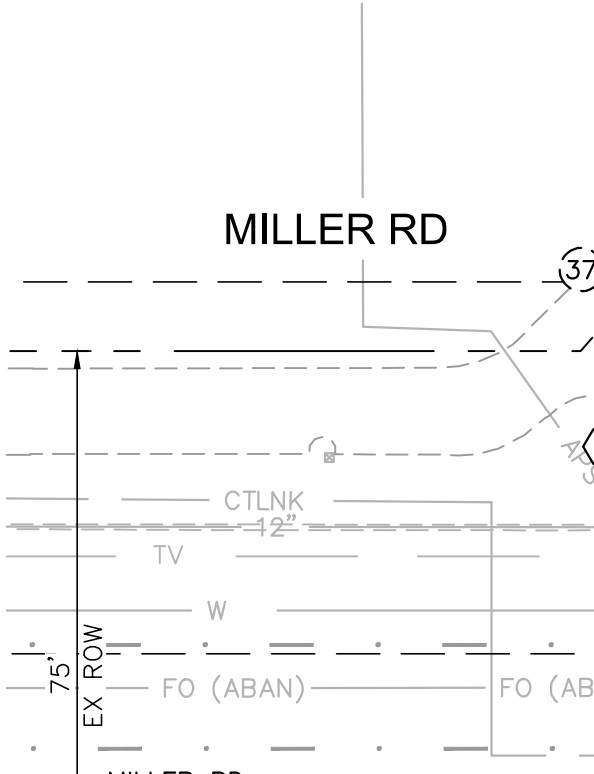
E – EXISTING CONDUIT TO REMAIN

* – INTERCEPT EXISTING CONDUIT AS SHOWN ON PLANS

| PULL BOX SCHEDULE | | | |
|---|---|---|---|
| NO. | TYPE | LOCATION | REMARKS |
| 1 | NO. 9 | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 2 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 3 | MANHOLE | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 4 | NO. 7E | APPROX. AS SHOWN | EXISTING TO BE REMOVED |
| 5 | NO. 7E | APPROX. AS SHOWN | EXISTING TO BE REMOVED |
| 6 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 7 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 8 | MANHOLE | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 9 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 10 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 11 | MANHOLE | APPROX. AS SHOWN | EXISTING REMOVE COVER |

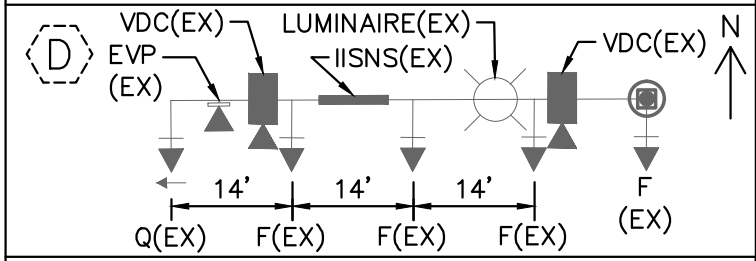
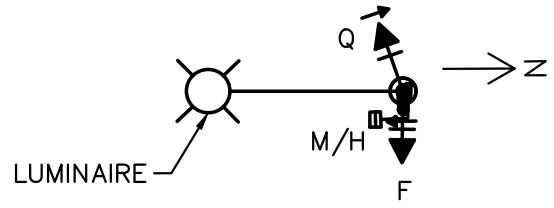
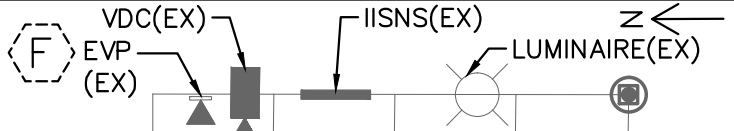


| PULL BOX SCHEDULE | | | |
|---|---|---|---|
| NO. | TYPE | LOCATION* | REMARKS |
| 1 | NO. 9 | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 2 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 3 | MANHOLE | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 4 | NO. 7E | STA 55+52 96.9' RT | PER COB DETAIL 64291 AND 64292 |
| 5 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 6 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 7 | MANHOLE | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 8 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 9 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 10 | NO. 7E | STA 57+37 12.8' RT | PER COB DETAIL 64291 AND 64292 |
| 11 | NO. 9 | APPROX. AS SHOWN | EXISTING TO REMAIN |



# POLE SCHEDULE

| CABINET | TYPE | CONTROLLER | AUX. CONTROL |
|---|---|---|---|
| (A) | METER PEDESTAL (EX) | – | N/A |
| (B) | CONTROLLER CABINET (EX) | – | N/A |
| (C) BBS | BATTERY BACKUP (EX) | – | N/A |

| LAYOUT | TYPE | MAST ARM SIG. | MAST ARM LUM. | SIGNALS MTG. | SIGNALS FACE |
|---|---|---|---|---|---|
| (D)   | B TROMBONE COB (EX) | 55' (EX) | 20' (EX) | 1–TROM (EX)<br>3–TROM (EX)<br>1–V (EX) | 1–Q (EX)<br>3–F (EX)<br>1–F (EX) |
| (E)   | G ADOT DET T–SL 4.07 | – | 20' | 1–XI<br>1–XI<br>1–V | 1–F<br>1–Q<br>1–M/H |
| (F)   | B TROMBONE COB | 55' | 20' | 1–TROM (EX)<br>3–TROM | 1–Q (EX)<br>3–F (EX) |

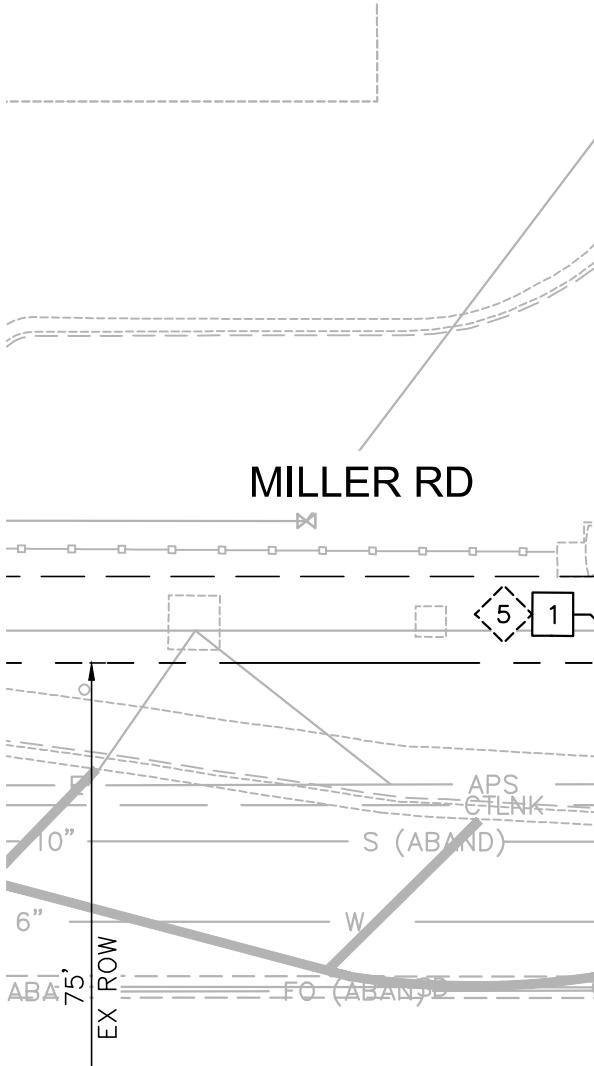
| | CONDUCTOR SC | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | CONDUIT RUN NO. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| | CONDUIT SIZE IN INCHES | E | E | E | E | E | E | E | E | 3* | 3* | 3* | 3* | 3* | 3* | E |
| SIGNAL HEADS<br>PED HEADS<br>PED PB'S<br>IMSA 19–1 #14 AWG | 25 CONDUCTOR | | | 6 | | | 4 | | | 4 | | | 2 | | | |
| | 7 CONDUCTOR | | | | | | | | | | | | | | | |
| | 4 CONDUCTOR | | | | | | | | | | | | | | | |
| | 2 CONDUCTOR | | | 6 | | | 4 | | | 4 | | | 2 | | | |
| | | | | | | | | | | | | | | | | |
| BARE BOND | #8 GREEN THW, SOLID | | | | | | | | | 1 | 1 | | 1 | 1 | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| LUMINAIRES<br>(120V) | #14 AWG IMSA 19–1, 4 CC | | | 1 | | | | | | 1 | | | 1 | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| IISNS | #14 AWG IMSA 19–1, 4 CC | | | | | | | | | 1 | | | 1 | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| SERVICE | #6 AWG 140/240V, THWN | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| EVP | PER MANUFACTURER | | | | 2 | | | 2 | | | 2 | | | 1 | | |
| | | | | | | | | | | | | | | | | |
| SPARE CONDUIT | TRACER WIRE #8 BARE BOND | | | | | | | | | | | 1 | | | 1 | |
| | | | | | | | | | | | | | | | | |
| VIDEO DETECTION<br>(SEE NOTE 2) | POLE ⟨D⟩ | | | | | | | | | | | | | | | |
| | POLE ⟨F⟩ | | | | 1 | | | 1 | | | 1 | | | | | |
| | POLE ⟨I⟩ | | | | 1 | | | 1 | | | 1 | | | 1 | | |
| | POLE ⟨L⟩ | | | | | | | | | | | | | | | |

EXISTING TO REMAIN

E – EXISTING CONDUIT TO REMAIN

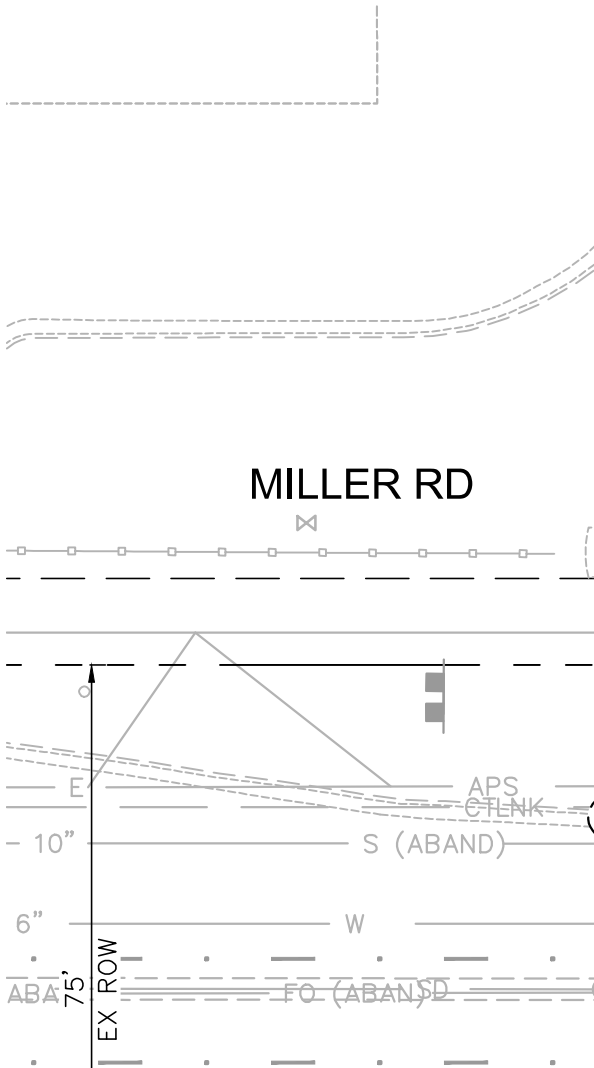
* – INTERCEPT EXISTING CONDUIT AS SHOWN ON PLANS

| PULL BOX SCHEDULE | | | |
|---|---|---|---|
| NO. | TYPE | LOCATION | REMARKS |
| 1 | NO. 9 | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 2 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 3 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 4 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 5 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 6 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 7 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 8 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 9 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 10 | NO. 9 | APPROX. AS SHOWN | EXISTING TO REMAIN |



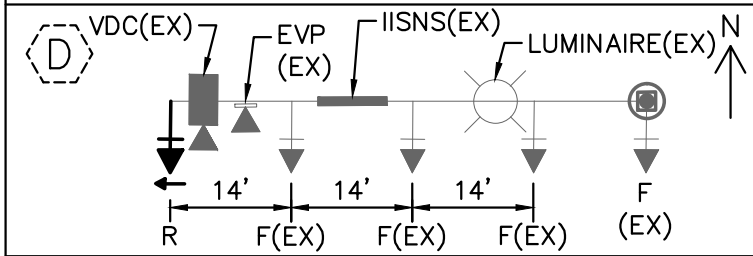
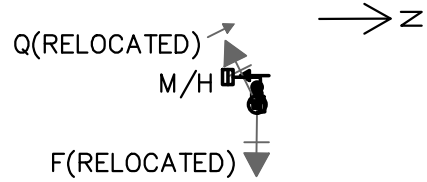
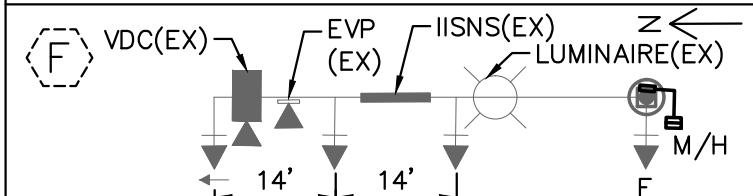
| PULL BOX SCHEDULE | | | |
|---|---|---|---|
| NO. | TYPE | LOCATION* | REMARKS |
| 1 | NO. 9 | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 2 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 3 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 4 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 5 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 6 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 7 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 8 | NO. 7E | APPROX. AS SHOWN | EXISTING TO REMAIN |
| 9 | NO. 9 | APPROX. AS SHOWN | EXISTING TO REMAIN |

* ALL STATIONS AND OFFSETS ARE MEASURED FROM THE MILLER RD CENTERLINE.



# POLE SCHEDULE

| CABINET | TYPE | CONTROLLER | AUX. CONTROL |
|---|---|---|---|
| (A) | METER PEDESTAL (EX) | – | N/A |
| (B) | CONTROLLER CABINET (EX) | – | N/A |
| (C) BBS | BATTERY BACKUP (EX) | – | N/A |

| LAYOUT | TYPE | MAST ARM SIG. | MAST ARM LUM. | SIGNALS MTG. | SIGNALS FACE |
|---|---|---|---|---|---|
| (D)   | B TROMBONE COB (EX) | 55' (EX) | 15' (EX) | 1–TROM<br>3–TROM (EX)<br>1–V (EX) | 1–R<br>3–F (EX)<br>1–F (EX) |
| (E)   | A ADOT (RELOCATED) | – | – | 1–VII (EX)<br>1–V | 1–F (EX)<br>1–Q (EX)<br>1–M/H |
| (F)   | B TROMBONE COB (EX) | 50' (EX) | 15' (EX) | 1–TROM (EX)<br>2–TROM (EX)<br>1–V (EX) | 1–Q (EX)<br>2–F (EX)<br>1–F (EX) |

## CONDUCTOR SCH

| | CONDUIT RUN NO. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | CONDUIT SIZE IN INCHES | E | E | E | E | E | E | E | E | E | E | E | E | E | E | E |
| SIGNAL HEADS<br>PED HEADS<br>PED PB'S<br>IMSA 19–1 #14 AWG | 25 CONDUCTOR | | | | | 3 | | | | | 1 | | | | | |
| | 7 CONDUCTOR | | | | | | | | | | | | | | | |
| | 4 CONDUCTOR | | | | | | | | | | | | | | | |
| | 2 CONDUCTOR | | | | | 6 | | | | | 3 | | | 2 | | 2 |
| | | | | | | | | | | | | | | | | |
| BARE BOND | #8 GREEN THW, SOLID | | | | | | | | | | | | | | | |
| | | EXISTING TO REMAIN | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| LUMINAIRES<br>(120V) | #14 AWG IMSA 19–1, 4 CC | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| IISNS | #14 AWG IMSA 19–1, 4 CC | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| SERVICE | #6 AWG 140/240V, THWN | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| EVP | PER MANUFACTURER | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| SPARE CONDUIT | TRACER WIRE #8 BARE BOND | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| VIDEO DETECTION<br>(SEE NOTE 2) | POLE ⟨D⟩ | | | | | | | | | | | | | | | |
| | POLE ⟨F⟩ | | | | | | | | | | | | | | | |
| | POLE ⟨J⟩ | | | | | | | | | | | | | | | |

E – EXISTING CONDUIT TO REMAIN

* – INTERCEPT EXISTING CONDUIT AS SHOWN ON PLANS

NOTES:

## ELECTRICAL NOTES:

1. ALL EQUIPMENT, MATERIALS AND WORK SHOWN ARE NEW UNLESS SPECIFICALLY NOTED AS EXISTING OR NOTED OTHERWIS OTHER SHEETS.

2. PROVIDE ALL LABOR, MATERIALS, TOOLS, ACCESSORIES, ETC. REQUIRED FOR A COMPLETE WORKING ELECTRICAL SYSTEM.

3. ALL ELECTRICAL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, COUNTY AND LOCAL CODES AND ORDINANCES, AS ALL CURRENT STANDARDS, CODES AND PRACTICES AS REQUIRED BY NEC, NEMA, ANSI, NFPA, UBC, UL, IEEE, AND UTILIT COMPANY STANDARDS.

4. OBTAIN WRITTEN APPROVAL FROM THE ENGINEER OF ALL SHOP DRAWINGS AND MANUFACTURERS DATA FOR PANEL BOAR TRANSFORMERS, WIRING DEVICES, ETC. BEFORE RELEASING ORDERED MATERIALS. SUBMITTAL DATA SHALL INDICATE THAT CONTRACTOR HAS REVIEWED THE INFORMATION THEREIN AND THAT THE PROPOSED EQUIPMENT WILL MEET THE PHYSICAL CONSTRAINTS AT THE JOB SITE. ANY SUBSTITUTIONS SHALL BE OF THE EQUIVALENT OR BETTER QUALITY THAN THE SPE COMPONENTS.

5. ALL WIRE SHALL BE COPPER.

6. ALL CONDUIT SHALL BE ROUTED UNDER FOOTINGS WHERE APPLICABLE. REFER TO STRUCTURAL DETAILS FOR MORE INFOR

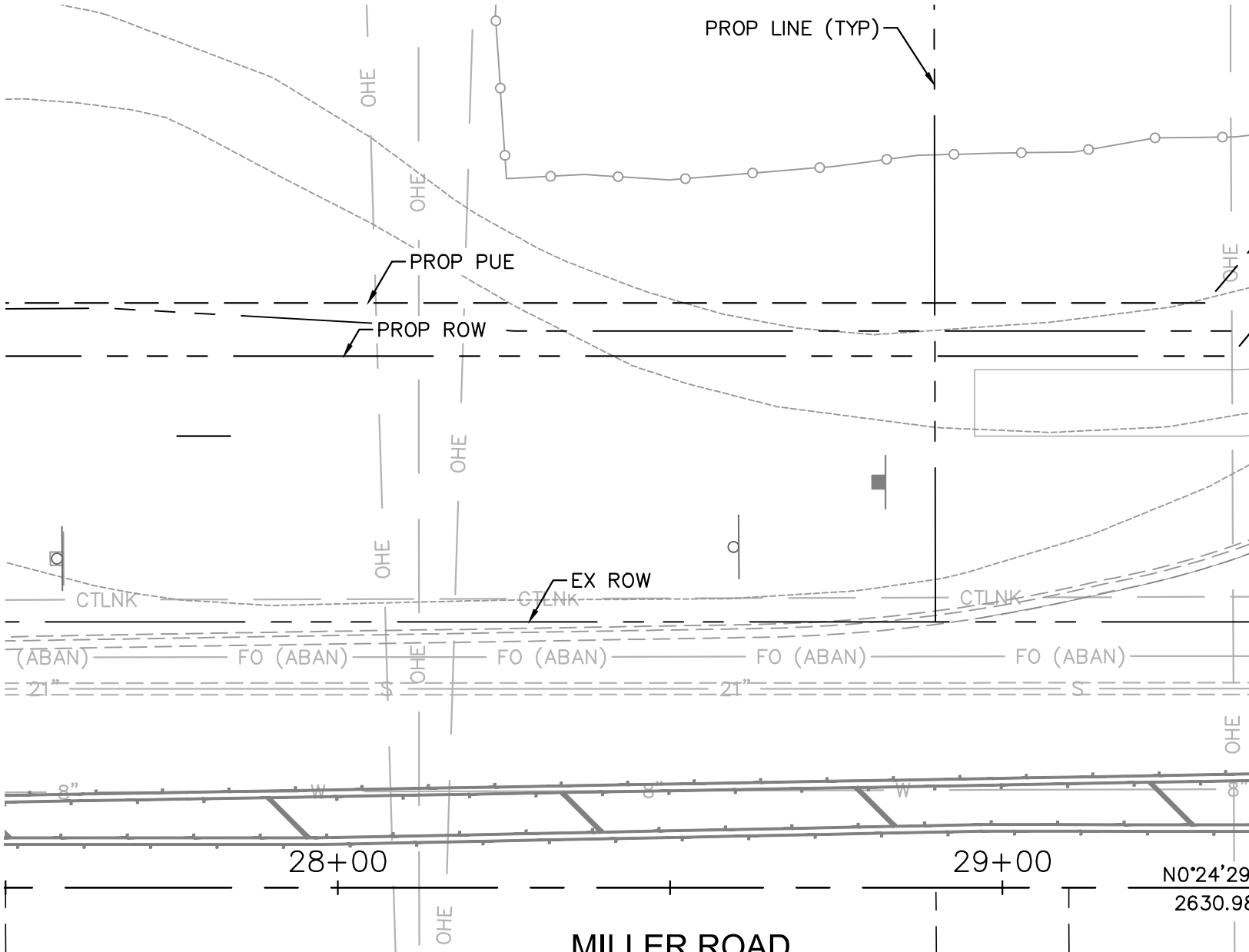
7. THE USE OF SERIES RATING OF UPSTREAM OR DOWNSTREAM CIRCUIT BREAKERS OR FUSES IS PROHIBITED. ONLY FULLY SYSTEM COMPONENTS WILL BE ACCEPTED.

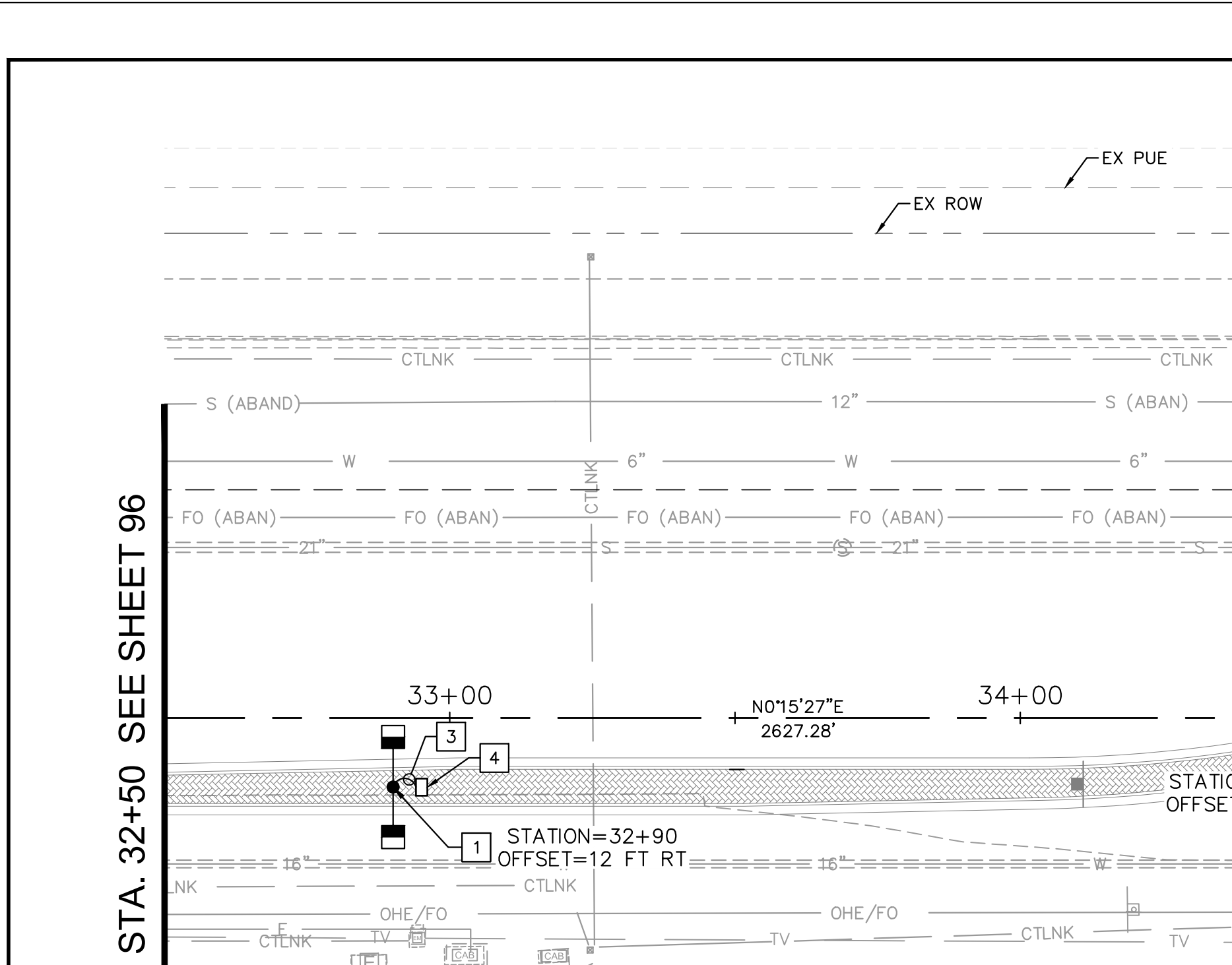
8. ALL UNDERGROUND CONDUIT SHALL BE WRAPPED RIGID STEEL WITH THREADED COUPLINGS AND CONNECTORS, AND/OR P SCHEDULE 40. ALL ELBOWS AND EXPOSED RISERS SHALL BE RIGID STEEL CONDUIT.

9. TYPE MC OR TYPE AC CABLE SHALL ONLY BE USED WITH THE SPECIFIC WRITTEN PERMISSION OF THE PROGRAM/PROJEC MANAGER. ENT TYPE CONDUIT WILL NOT BE ALLOWED.

10. VERIFY EXACT LOCATION OF ALL RECEPTACLES. ABOVE OR ADJACENT TO COUNTERS, FIXTURES, MIRRORS, OUTDOOR FIXT AND MOUNTING HEIGHTS AND LOCATIONS OF ALL FIXTURES & BOXES PRIOR TO ROUGH-IN. NO EXTRA COSTS WILL BE A FOR FAILURE TO COMPLY.

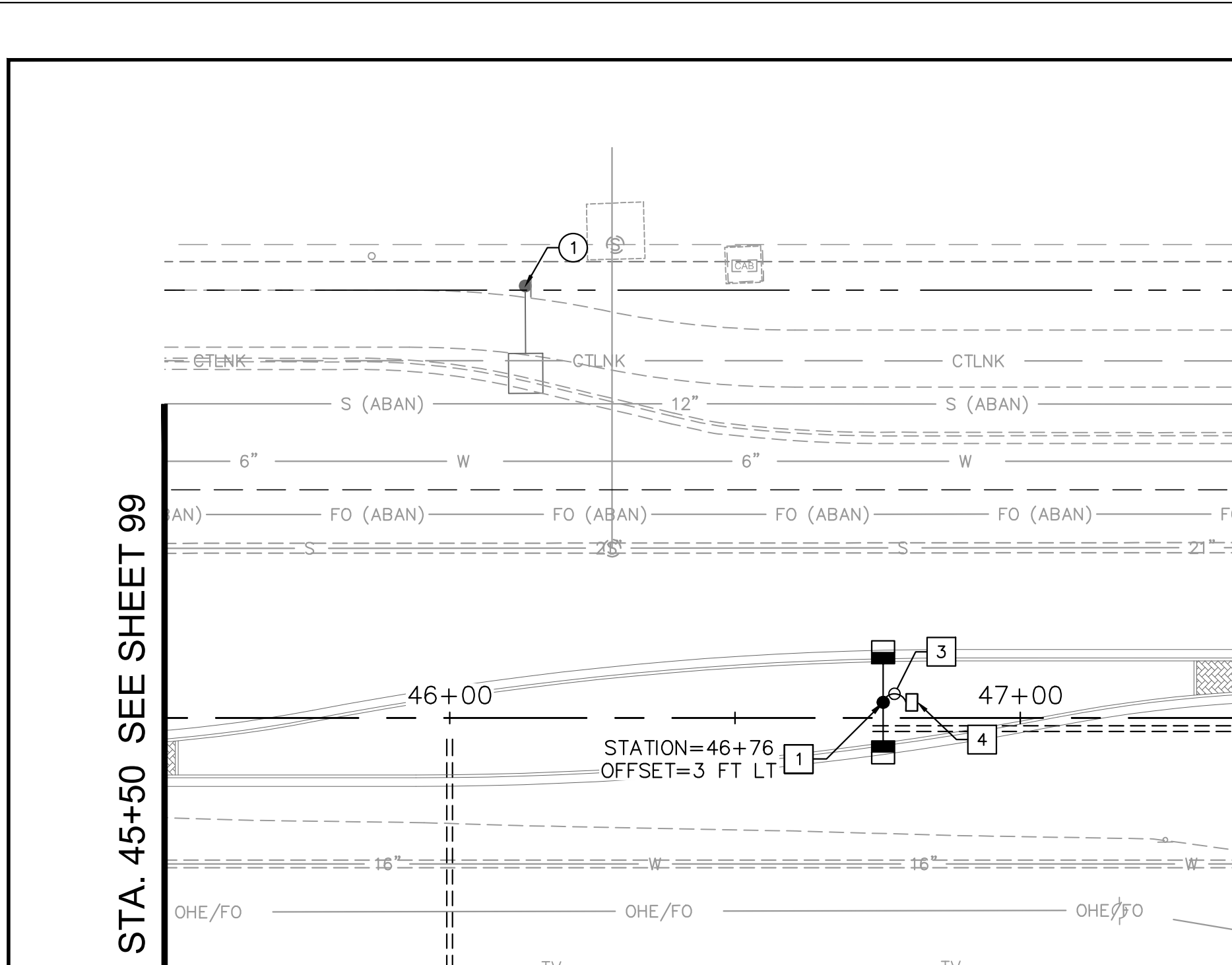
11. ORDER AND/OR RELEASE ORDERED MATERIALS PROMPTLY AFTER SUBMITTAL APPROVAL. NO SUBSTITUTIONS OR ALTERNA METHODS OF INSTALLATION WILL BE ACCEPTED FOR FAILURE TO ORDER MATERIALS IN A TIMELY FASHION.


PROP LINE (TYP)
OHE
PROP PUE
PROP ROW
EX ROW
CTLNK
FO (ABAN)
21"
S
8"
W
28+00
29+00
MILLER ROAD


EX PUE
EX ROW
CTLNK
CTLNK
CTLNK
S (ABAND)
12"
S (ABAN)
W
6"
W
6"
CTLNK
FO (ABAN)
FO (ABAN)
FO (ABAN)
FO (ABAN)
FO (ABAN)
21"
S
S
21"
S
33+00
N0°15'27"E
2627.28'
34+00
3
4
1
STATION=32+90
OFFSET=12 FT RT
16"
16"
W
CTLNK
OHE/FO
OHE/FO
CTLNK
TV
CTLNK
TV
TV
CAB
CAB
STA. 32+50 SEE SHEET 96

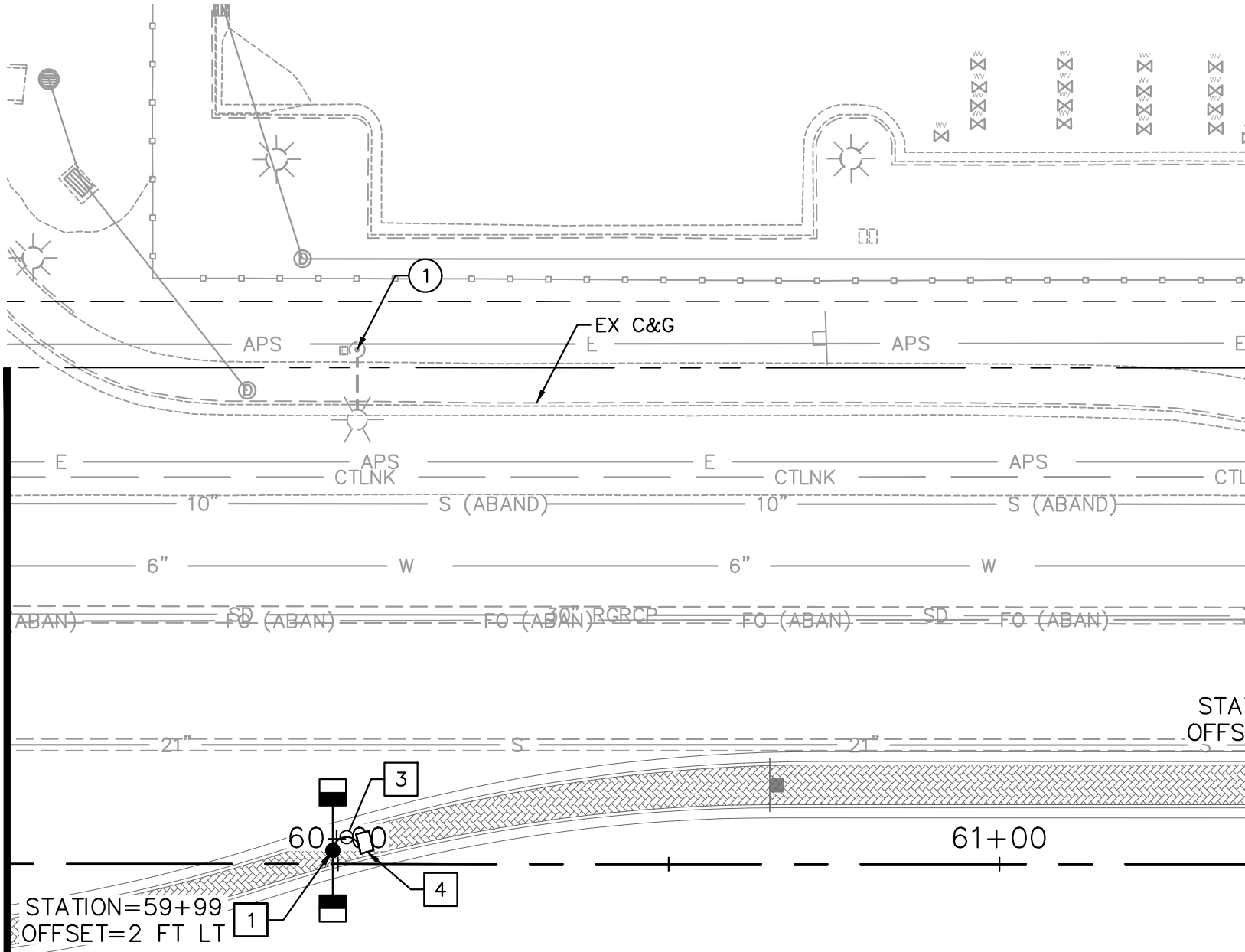
STA. 37+50 SEE SHEET 97
38+00
STATION=38+51
OFFSET=8 FT RT
1
3
4
6
CTLNK
S (ABAN)
12"
6"
W
FO (ABAN)
21"
S
11"

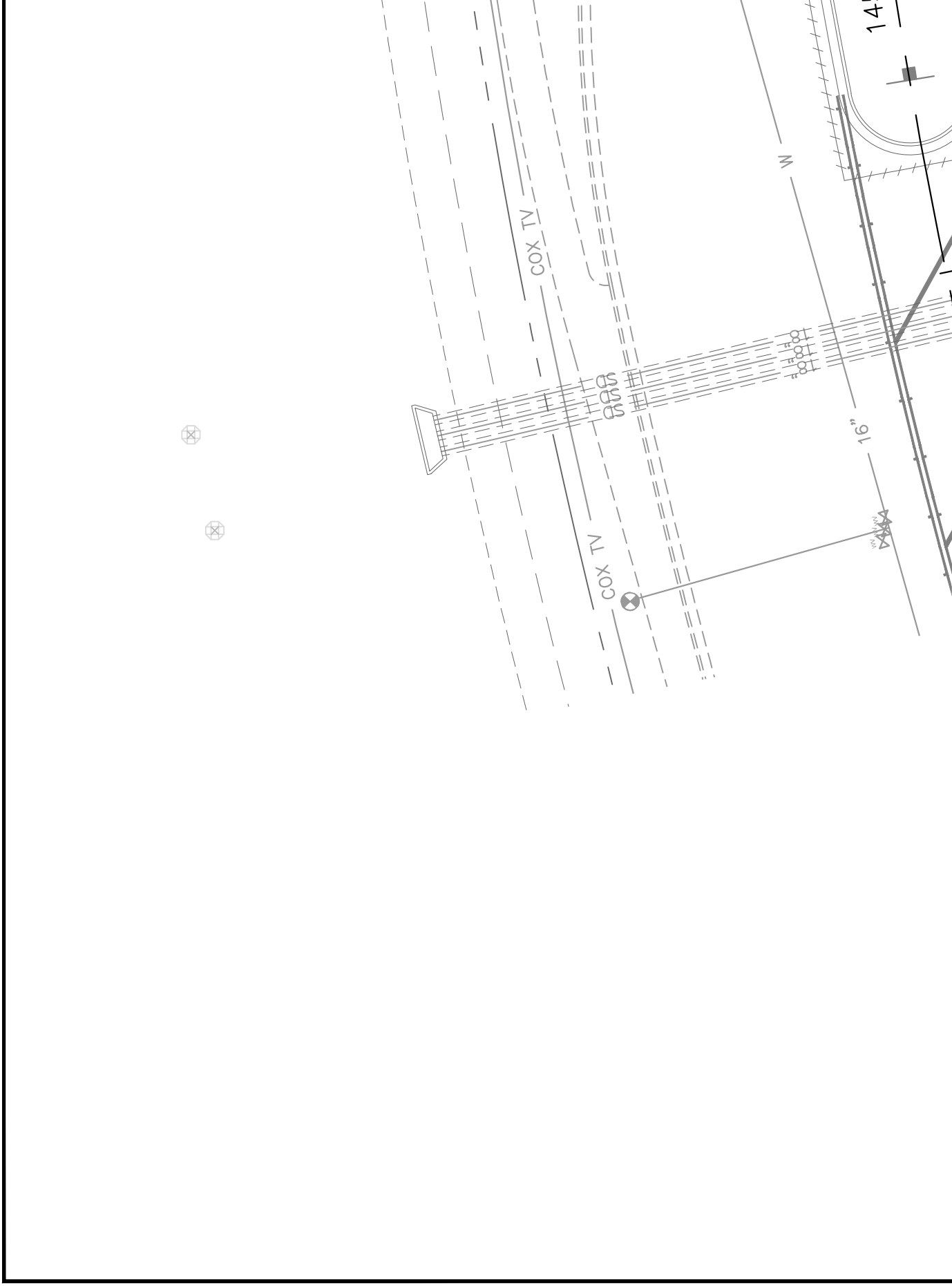
STA. 41+50 SEE SHEET 98
42+00
STATION=41+69
OFFSET=8 FT LT
1
3
4
CTLNK
S (ABAN)
W
FO (ABAN)
12"
6"
21"
E
TV


STA. 45+50 SEE SHEET 99
1
S
CAB
CTLNK
CTLNK
CTLNK
S (ABAN)
12"
S (ABAN)
6"
W
6"
W
FO (ABAN)
FO (ABAN)
FO (ABAN)
FO (ABAN)
S
21"
S
21"
46+00
47+00
3
4
STATION=46+76
OFFSET=3 FT LT
1
16"
W
16"
W
OHE/FO
OHE/FO
OHE/FO

STA. 50+50 SEE SHEET 100
51+00
STATION=51+78
OFFSET=9 FT LT
1
CTLNK
12"
S (ABAN)
6"
W
FO (ABAN)
21"
S
16"

199+00
DURANGO ST
56+00
55+00
EX RDWY ESMT
EX ROW
EX EOP
N0°15'27"E
2627.28'
SEE SHEET 101

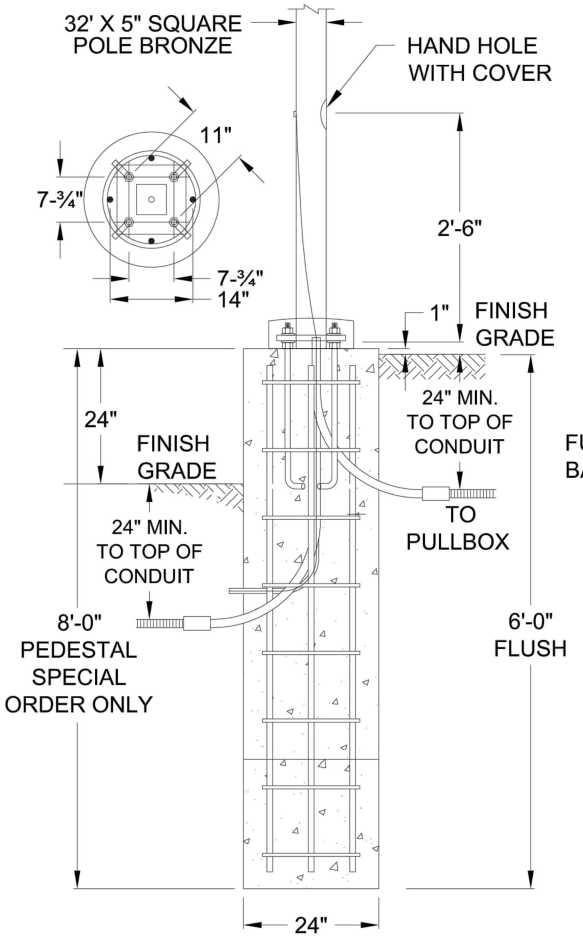

1
EX C&G
APS
E
APS
E
APS
E
CTLNK
CTLNK
CTL
10"
S (ABAND)
10"
S (ABAND)
6"
W
6"
W
SD
FO (ABAN)
FO (ABAN)
30" RCRCP
FO (ABAN)
SD
FO (ABAN)
21"
S
21"
3
60+00
61+00
4
STATION=59+99
OFFSET=2 FT LT
1
A. 59+50 SEE SHEET 102


COX TV
COX TV
W
16"
18"
18"
18"
SD
SD
SD

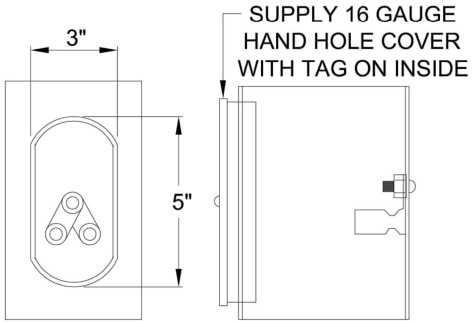
36 SEE SHEET 96
EX PUE
EX ROW
COX TV
COX TV
W
16"
LOWER BUCKEYE
RD CST ℄
S89°42'34"E 326.32'
148+00
STATION=147+71
OFFSET=12 FT LT
4
2
3
0 SEE SHEET 104

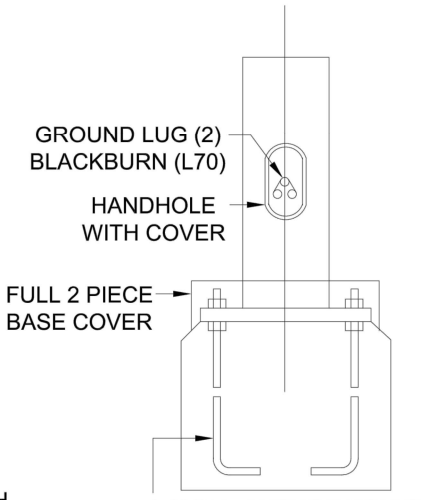
SEE SHEET 105
153+00
154+00
STATION=154+26
OFFSET=3 FT RT
PROP ROW
PROP PUE
CTLNK
CTLNK
CTLNK
16"
16"
W
W
W
2
3
6

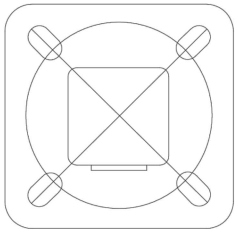
| STREET TYPE | POLE LENGTH | BURY DEPTH | POLE ABOVE GROUND | LUMINAIRE HEIGHT ABOVE GROUND ON ARM | |
|---|---|---|---|---|---|
| | | | | 4 FT ARM | 8 FT ARM |
| COLLECTOR | 32' - 0" | FLUSH | 32' - 0" | 32'-0" | 40'-0" |
| ARTERIAL | 32' - 0" | FLUSH | 32' - 0" | N/A | 40'-0" |
| | | | | | |




ARTERIAL OR COLLECTOR
WITH 8'x 8' MAST ARMS



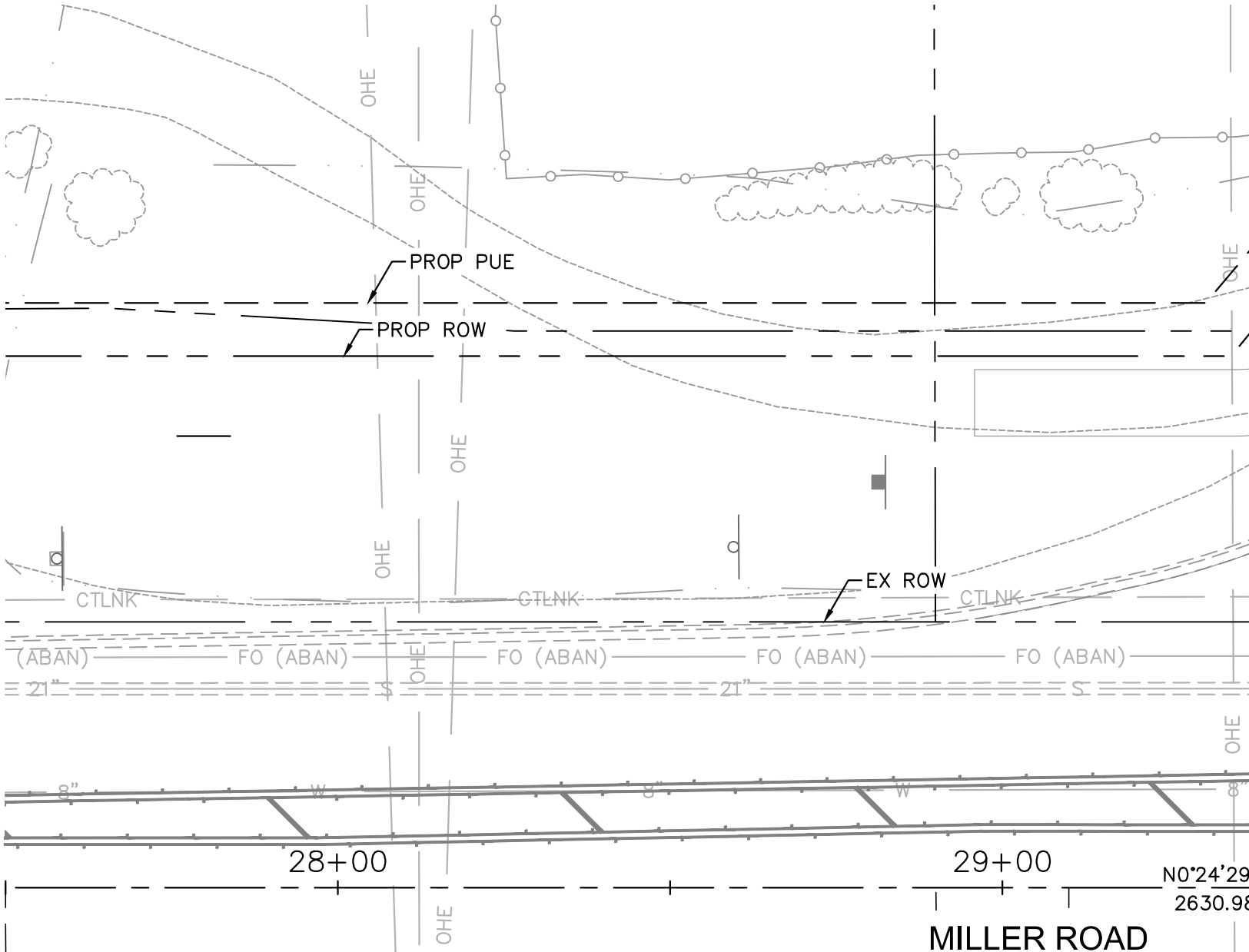
1" X 12" SQUARE PLATE
WITH 1¼" DIA. X 1½" SLOTTED

SPECIFICATIONS:

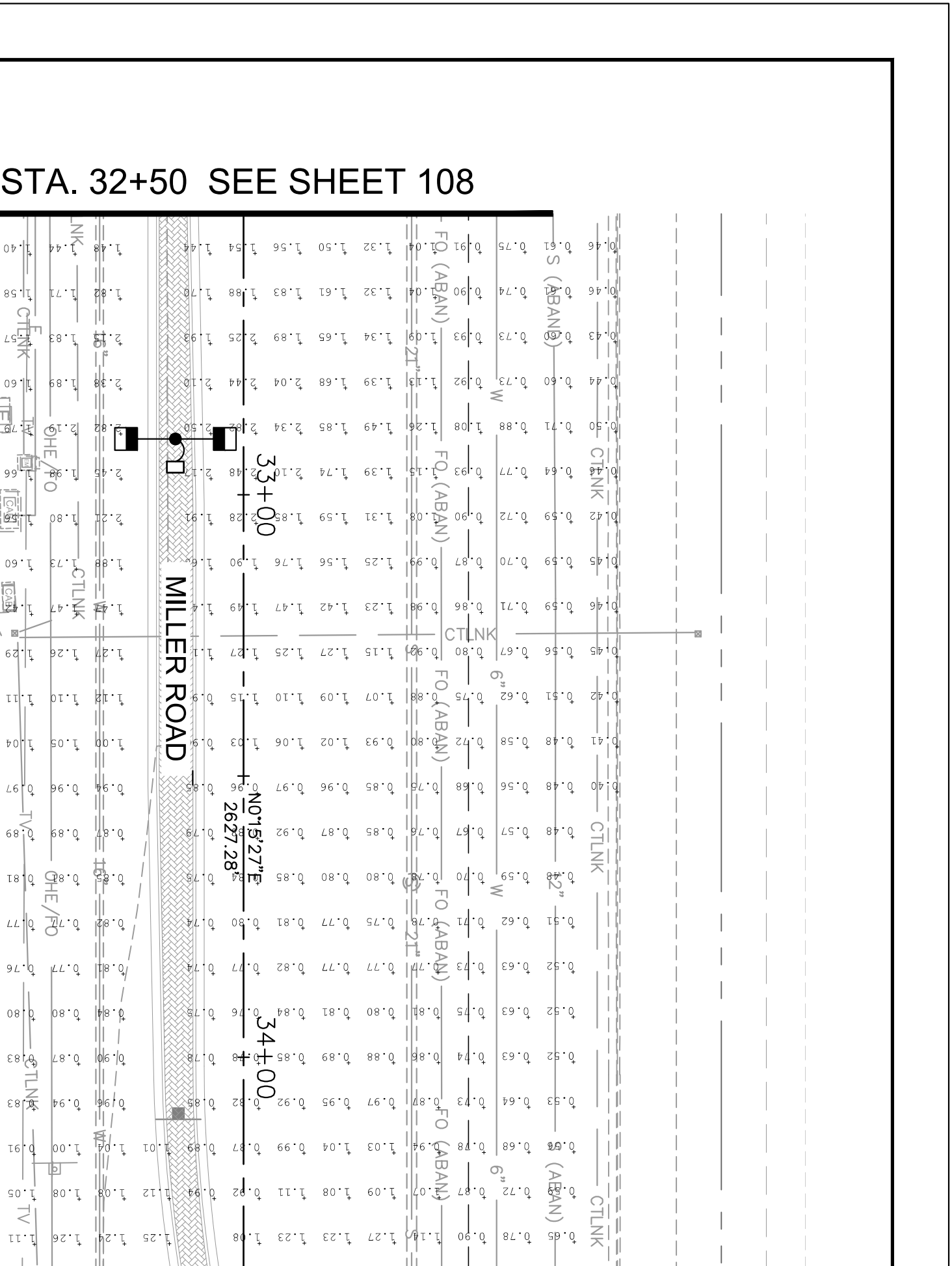
1. POLE SHALL BE DESIGNED FOR 100 MPH STEADY WINDS
2. THE POLE SHAFT IS FABRICATED FROM A WELDABLE GRADE HOT-ROLLED CARBON STEEL PIPE AND HAS A MINIMUM YIELD STRENGTH OF 42,000 PSI. TUBING SHALL MEET ASTM A-500 GR
3. THE BASE PLATE IS FABRICATED FROM STRUCTURAL QUALITY HOT-ROLLED CARBON PLATE THAT MEETS OR EXCEEDS THE REQUIREMENTS OF ASTM-A36.
4. ANCHOR BOLTS ARE FABRICATED FROM HOT-ROLLED CARBON STEEL BAR THAT MEETS OR EXCEED REQUIREMENTS OF ASTM EACH BOLT HAS AN "L" BEND ON ONE END AND A MINIMUM 4" T ON THE OTHER, WITH 2 NUTS AND 2 WASHERS (ASSEMBLED). ANCHOR BOLT IS HOT-DIPPED GALVANIZED PER ASTM-A153
5. THE HANDHOLE CONSIST OF A 3" X 5" OVAL REINFORCED FRAM WITH 16 GAUGE COVER, STEEL ATTACHMENT BAR, AND ¼" SCR GROUNDING LUG IS INSTALLED INSIDE THE POLE SHAFT OPPO THE HANDHOLE OPENING. THE HANDHOLE IS WELDED IN THE SHAFT AND LOCATED AT 30" ABOVE THE BASE.
6. THE POLE IS SAND BLASTED TO A NEAR WHITE FINISH AND TR WITH AN IRON PHOSPHATE SOLUTION. A HIGH QUALITY POLYE POWDER IS THEN ELECTROSTATICALLY APPLIED AND CURED T MINIMUM 2.5 MIL. THICKNESS.

SPECIFICATIONS:

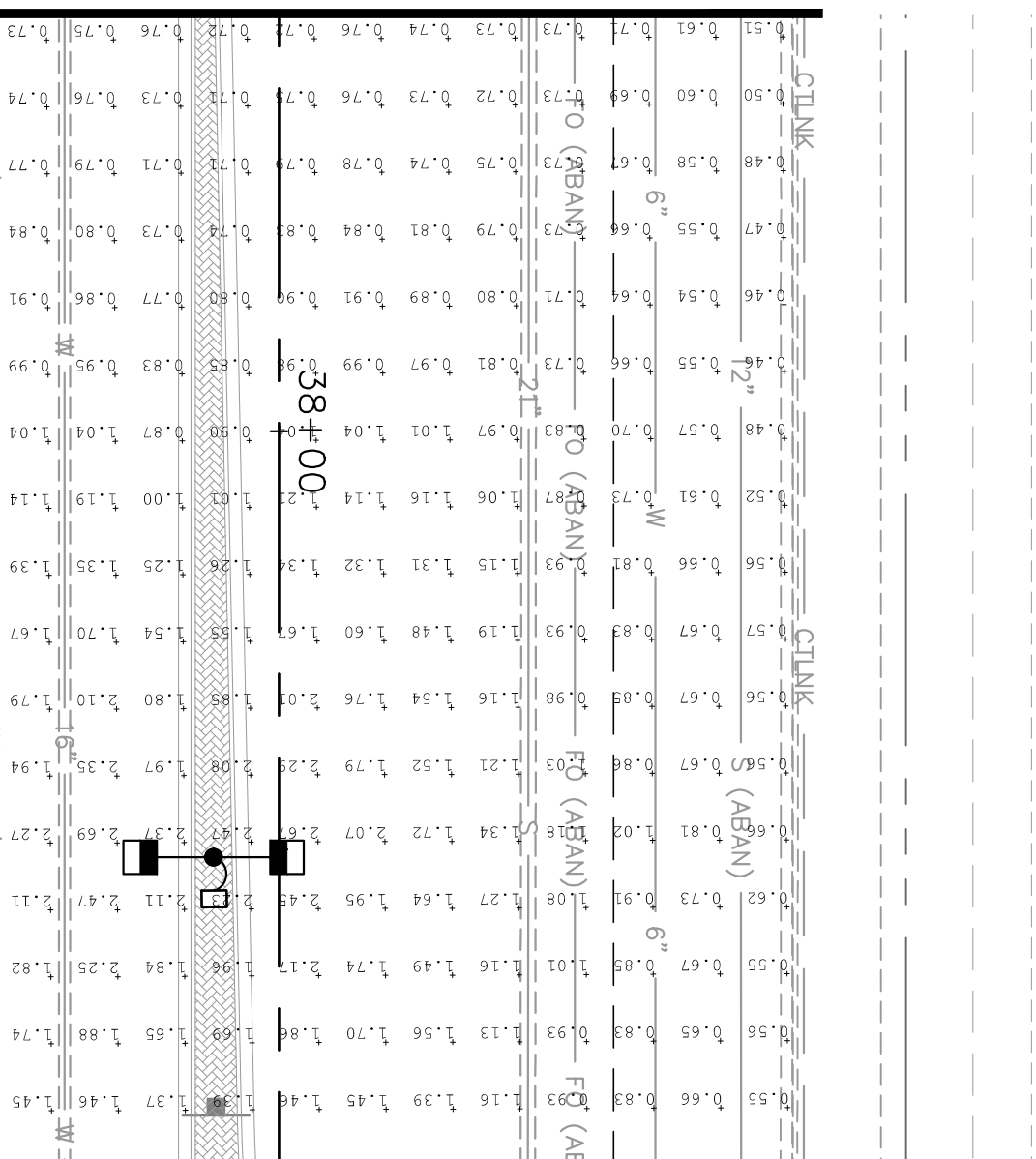
TUBE, STEEL, 5" X 5" X 0.188" WALL, 32" LONG (ASTM A-500, GRADE B
PLATE, BASE, 1" X 12" SQUARE WITH 1¼" Ø X 1½" LONG SLOTTED HO
ON A 11" BOLT CIRCLE.
LUG, TERMINAL (BLACKBURN L70).
BOLT, ¼" X ¾" ROUND HEAD-RIBBED SHANK WITH NUT.
WASHER, ¼" ROUND
SCREW, ¼" X 1" STAINLESS STEEL HEX. SOCKET BUTTON HEAD.
PLATE, 7" X 3½" HAND HOLE COVER.
WASHER, SINGLE COIL LOCK, ¼".
COVER, ANCHOR BASE BOLT.
POWDER COAT APS BRONZE.


OHE
OHE
PROP PUE
PROP ROW
OHE
OHE
EX ROW
CTLNK
CTLNK
CTLNK
(ABAN)
FO (ABAN)
OHE
FO (ABAN)
FO (ABAN)
FO (ABAN)
21"
S
21"
S
OHE
8"
W
8"
W
8"
28+00
29+00
N0°24'29
2630.98
OHE
MILLER ROAD

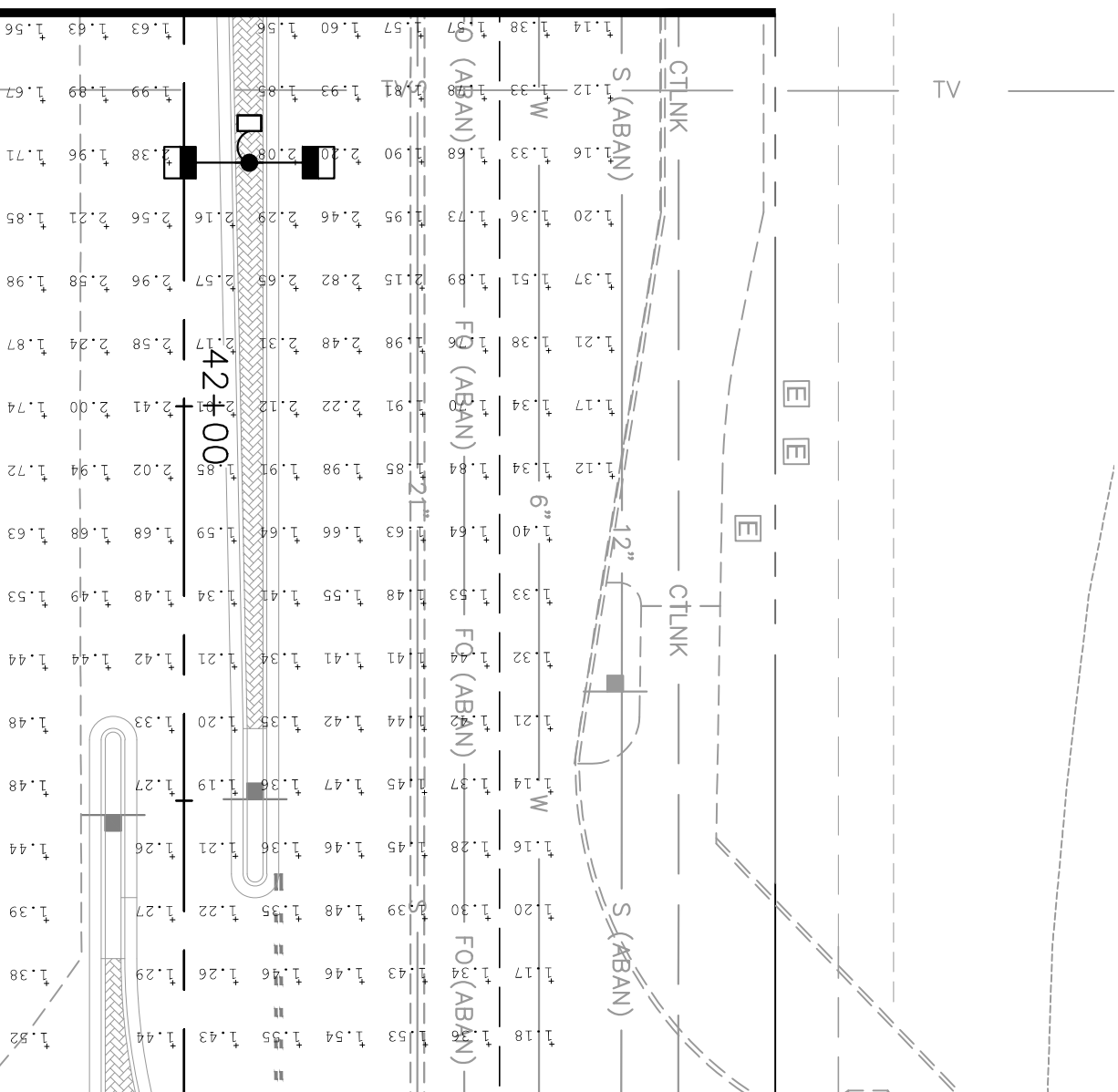
660


STA. 32+50 SEE SHEET 108
MILLER ROAD
33+00
34+00
N0°15'27"E
2627.28'
CTLNK
FO (ABAN)
S (ABAN)
OHE/FO
TV
W
S
16"
21"
6"
12"

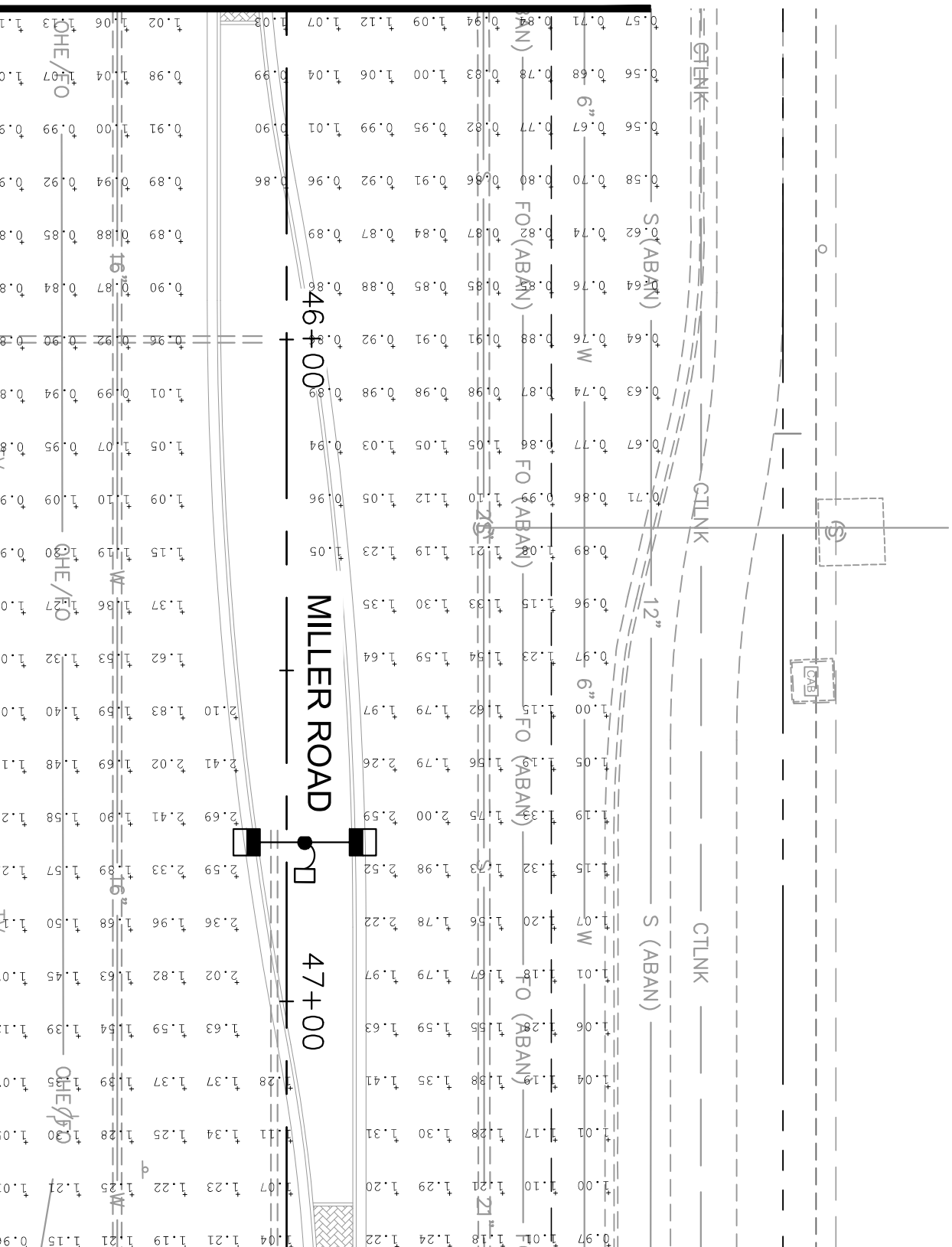
STA. 37+50 SEE SHEET 109



STA. 41+50 SEE SHEET 110

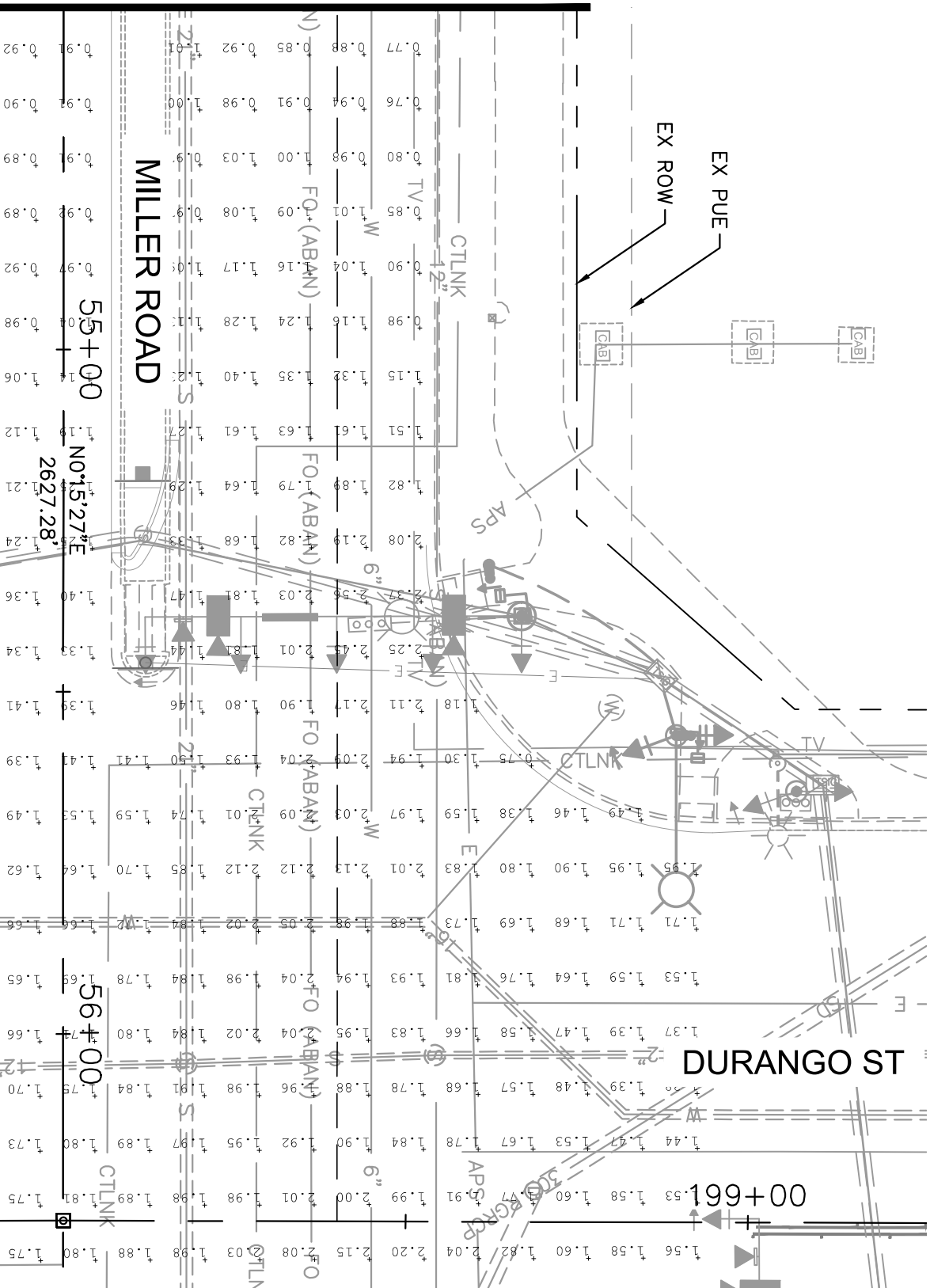


STA. 45+50 SEE SHEET 111

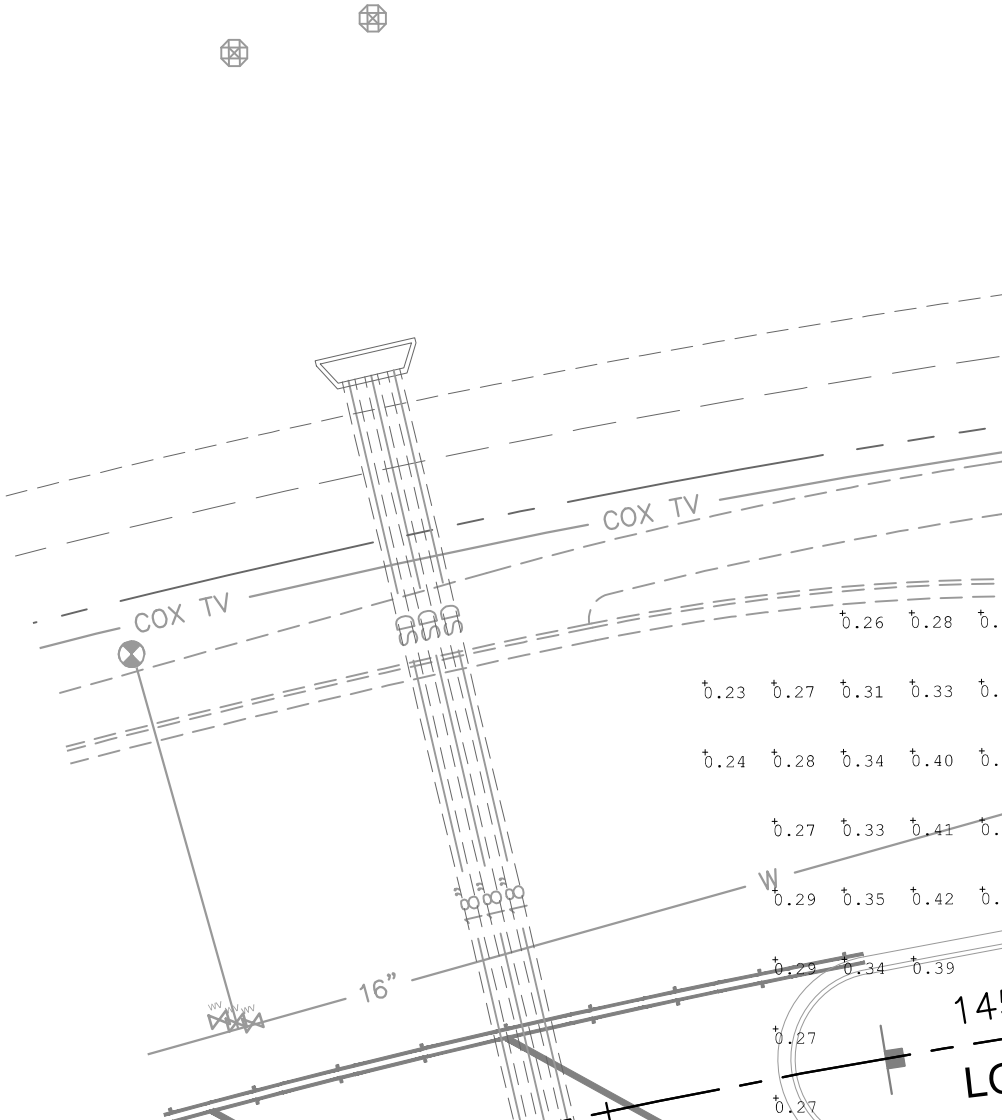


MILLER RD
51+00
STA. 50+50 SEE SHEET 112
CTLNK
FO (ABAN)
6"
12"
21"

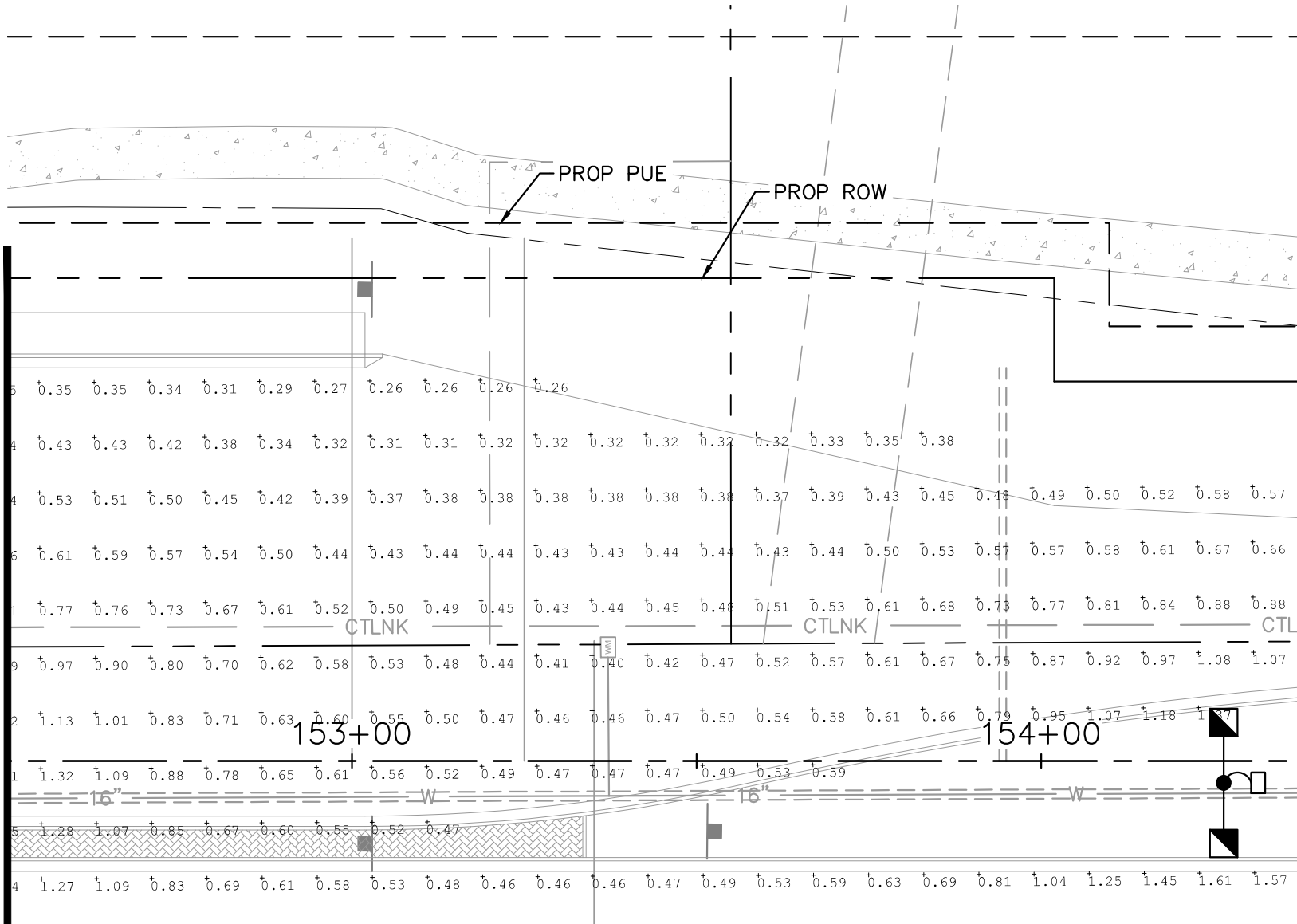
. 54+50 SEE SHEET 113



EX C&G
APS
CTLNK
SD (ABAND)
FO (ABAN)
SD
FO (ABAN)
SD (ABAND)


COX TV
COX TV
16"
W
0.26 0.28
0.23 0.27 0.31 0.33
0.24 0.28 0.34 0.40
0.27 0.33 0.41
0.29 0.35 0.42
0.29 0.34 0.39
0.27
0.27

STA. 147+50 SEE SHEET 116
148+00
S89°42'34"E
326.32'
COX TV
COX TV
W
STA. 148+67.36 SEE SHEET 108




STA. 152+50 SEE SHEET 117

670

## ITS GENERAL NOTES

1. THIS PROJECT HAS BEEN DESIGNED USING THE CURRENT 2021 DRAFT EDITION OF BUCKEYE ITS STANDARD DETAILS AS SHOWN ON DETAIL SHEETS IN THE PLANS.

2. ALL PROPOSED CONDUIT SHALL BE INSTALLED BY MEANS OF OPEN TRENCHING EXCEPT WHERE DIRECTIONAL DRILLING IS SPECIFICALLY CALLED FOR ON THE PLANS. THE INSTALLATION METHOD CALLED FOR HAS BEEN SELECTED BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN AND THE DESIGNER'S JUDGEMENT. THE CONTRACTOR MAY ELECT TO ALTER THE INSTALLATION METHOD, AT NO ADDITIONAL COST TO THE CITY, IF THE CONTRACTOR BELIEVES AN ALTERNATE METHOD WOULD BE MORE APPROPRIATE OR COST EFFECTIVE AT ANY GIVEN LOCATION GIVEN THE CURRENT CONDITIONS. IF THE CONDUIT INSTALLATION IS TO BE OTHER THAN AS SHOWN ON THE PLANS, THE METHOD SHALL BE APPROVED BY THE ENGINEER PRIOR TO ORDERING OF MATERIALS AND COMMENCEMENT OF WORK ACTIVITY AT THE SUBJECT LOCATION.

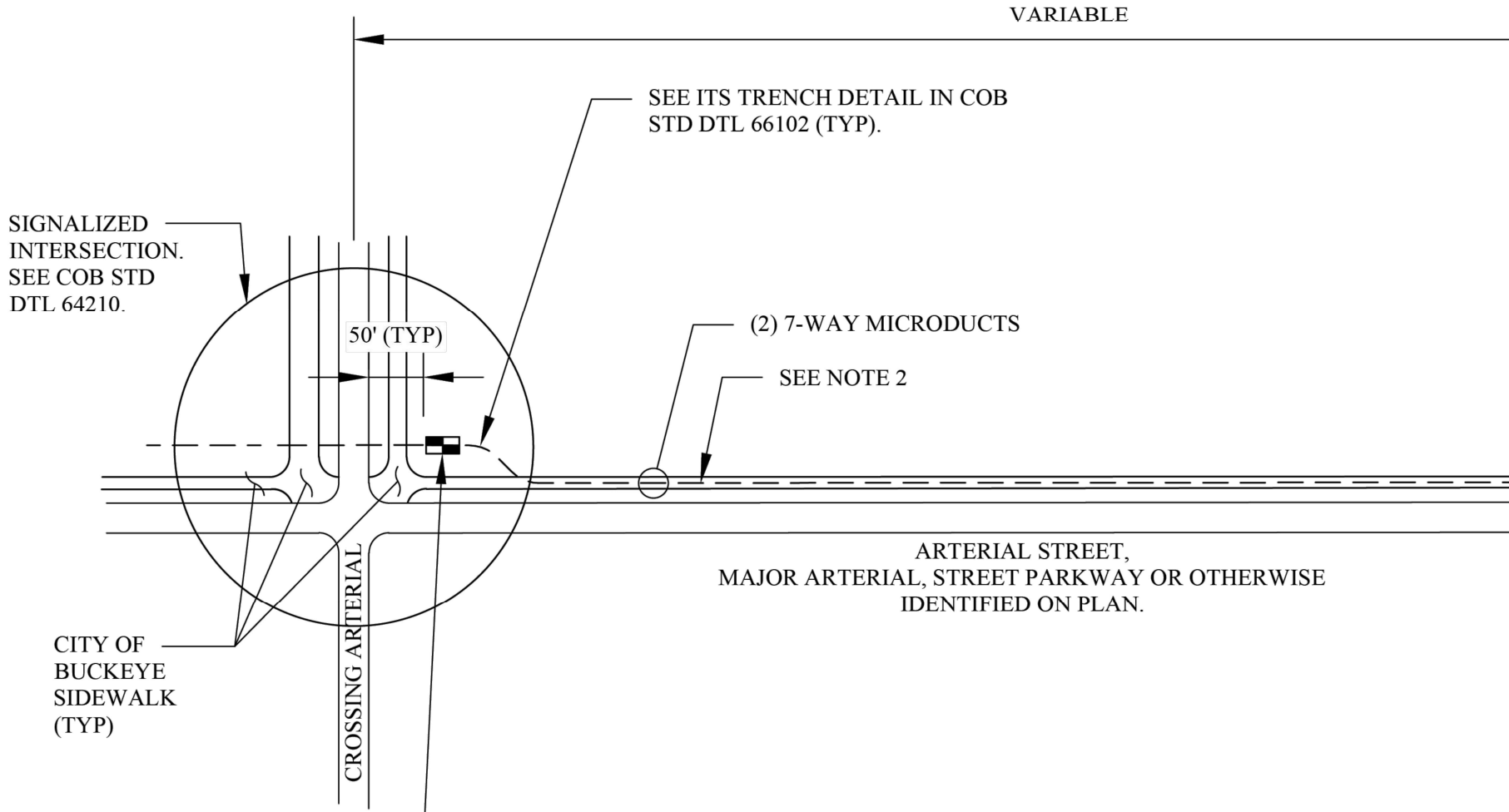
3. ALL CONDUIT SHALL BE PLACED IN TRENCHES ACCORDING TO CITY OF BUCKEYE STANDARD DETAIL 66102 AS INDICATED ON THE PLAN SHEETS. EXACT CONDUIT ROUTE TO BE VERIFIED WITH AND APPROVED BY THE ENGINEER PRIOR TO EXCAVATION TO ACCOUNT FOR FIELD CONDITIONS. ALL CONDUIT AND CABLE (COMMUNICATION AND ELECTRICAL) SHALL BE INSTALLED ACCORDING TO THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE.

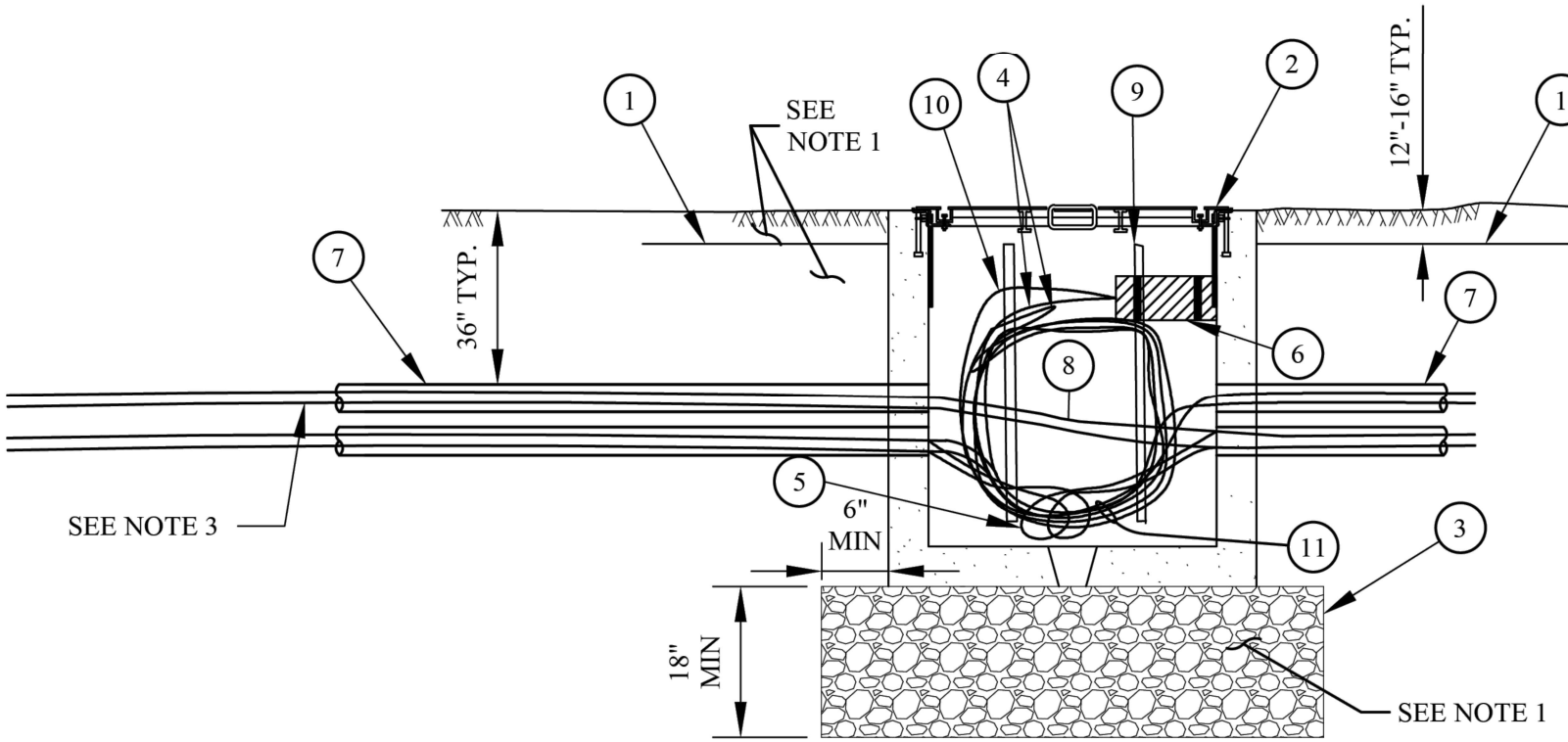
4. ALL TRENCHES SHALL BE BACKFILLED WITH SELECT EXCAVATED BACKFILL UNLESS OTHERWISE NOTED ON THE PLANS.

5. IF THE CONDUIT ENCASED IN SELECT EXCAVATED BACKFILL MUST DEVIATE FROM A TANGENT PATH TO AVOID OBSTRUCTIONS, THE CONTRACTOR SHALL ROUTE THE CONDUIT CURVATURE (BOTH HORIZONTALLY AND VERTICALLY) OF 1 INCH DEFLECTION PER FOOT OF LENGTH AS SHOWN IN DETAIL A. ELBOWS SHALL NOT BE PERMITTED EXCEPT AS SPECIFIED IN THE PLANS.

6. THE PLANS SHOW THE GENERAL PATH AND LOCATION OF CONDUIT AND EQUIPMENT IN RELATION TO MAJOR PHYSICAL FEATURES. THE LOCATION OF UTILITY POLES, FIRE HYDRANTS, IRRIGATION DEVICES, VEGETATION AND OTHER STATIONARY OBJECTS ALONG THE CONDUIT PATH MAY NOT BE SHOWN BUT SHALL BE IDENTIFIED BY THE CONTRACTOR AS THE CONDUIT ROUTE IS MARKED JUST PRIOR TO TRENCHING. THE CONTRACTOR SHALL PLACE ALL CONDUIT IN A MANNER THAT MINIMIZES BENDING BOTH HORIZONTALLY AND VERTICALLY, THUS MINIMIZING INDUCED STRESSES ON CABLES DURING INSTALLATION. ALL LOCATIONS SHALL BE APPROVED BY THE ENGINEER PRIOR TO TRENCHING.

7. WHEN SHOWN, DIMENSIONAL DISTANCES FOR CONDUIT LOCATIONS ARE PROVIDED TO ASSIST THE CONTRACTOR IN CONDUIT PLACEMENT. THE CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATING ALL CONDUIT AROUND EXISTING UTILITIES AND OBSTRUCTIONS.


VARIABLE
SEE ITS TRENCH DETAIL IN COB STD DTL 66102 (TYP).
SIGNALIZED INTERSECTION. SEE COB STD DTL 64210.
50' (TYP)
(2) 7-WAY MICRODUCTS
SEE NOTE 2
ARTERIAL STREET,
MAJOR ARTERIAL, STREET PARKWAY OR OTHERWISE
IDENTIFIED ON PLAN.
CITY OF BUCKEYE SIDEWALK (TYP)
CROSSING ARTERIAL
INSTALL 1 No. 9 PULL BOX ON NW CORNER (SEE COB STD DTL 66107).

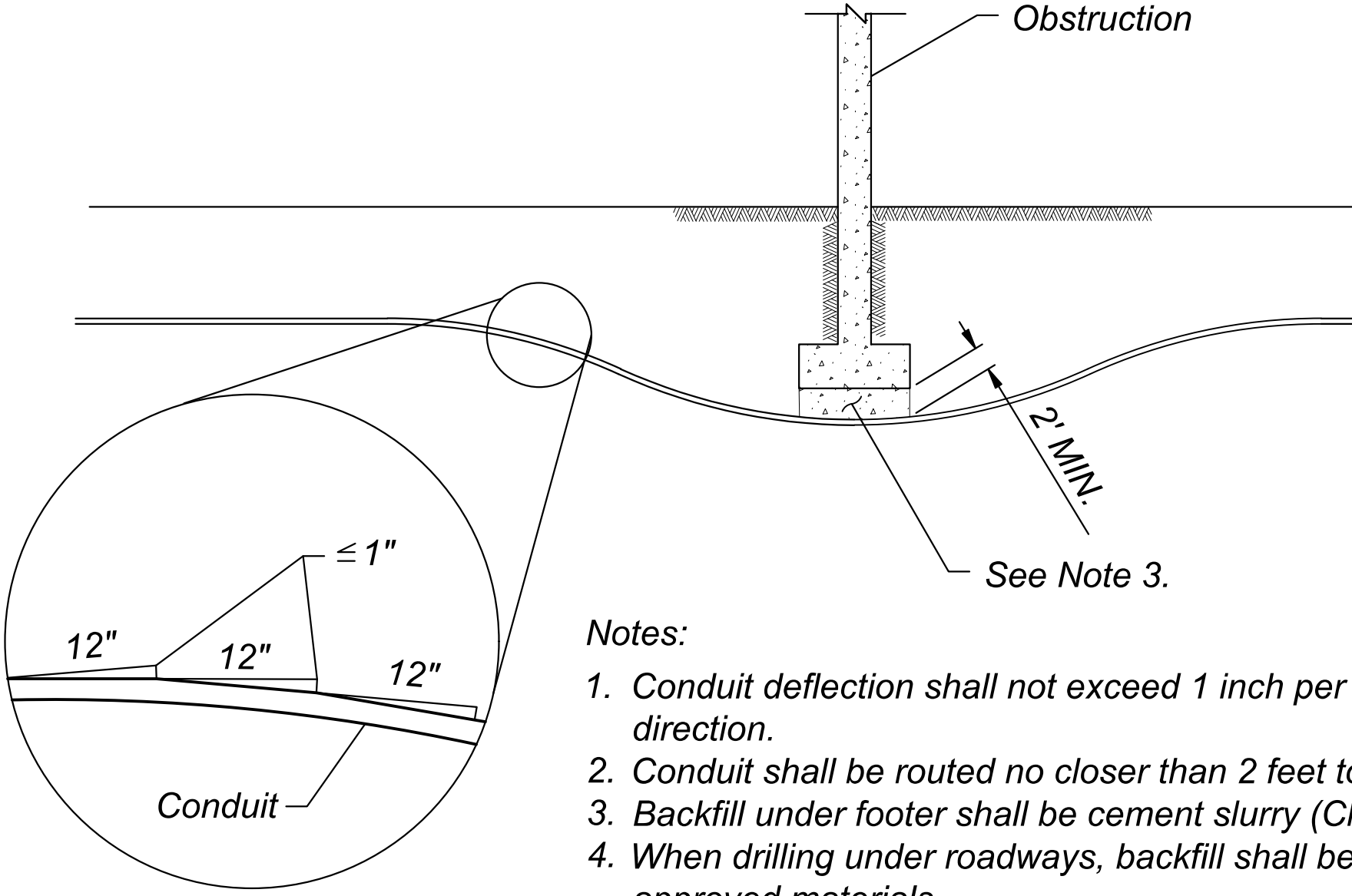



# CONDUIT PLACEMENT AND COILING DETAIL - SIDE VIE

| MATERIAL LIST | |
|---|---|
| ITEM | DESCRIPTION |
| ① | WARNING TAPE (AS REQUIRED) |
| ② | NO. 9 PULL BOX |
| ③ | CLASS "B" CONC. AGG. DESIGNATED SIZE NO. 57 |
| ④ | SINGLE MODE FIBER OPTIC CABLE (SMFO) |
| ⑤ | #8 GREEN BOND (AS REQUIRED) |
| ⑥ | FIBER OPTIC SPLICE CLOSURE |

**GENERAL NOTES:**

1. BACKFILL WITH
   AGGREGATE DE
   AGGREGATE BE
   AROUND SIDES
   MATERIAL AND
   95% MAX. DENS
2. CONTRACTOR S
   STAFF FOR SPLI




Notes:

1. Conduit deflection shall not exceed 1 inch per
   direction.
2. Conduit shall be routed no closer than 2 feet t
3. Backfill under footer shall be cement slurry (C
4. When drilling under roadways, backfill shall be
   approved materials.
5. PVC conduit installation shall meet all of the d



*See Note 1.* –

*See Note 2.* –

*See Note 3.* –

LOWER BUCKEYE ROAD
31+00
30+00
29+00
28+00
8
9
W
OHE
OHE
OHE
OHE
EX. R/W

41+00

40+00

39+00

38+00

124

51+00

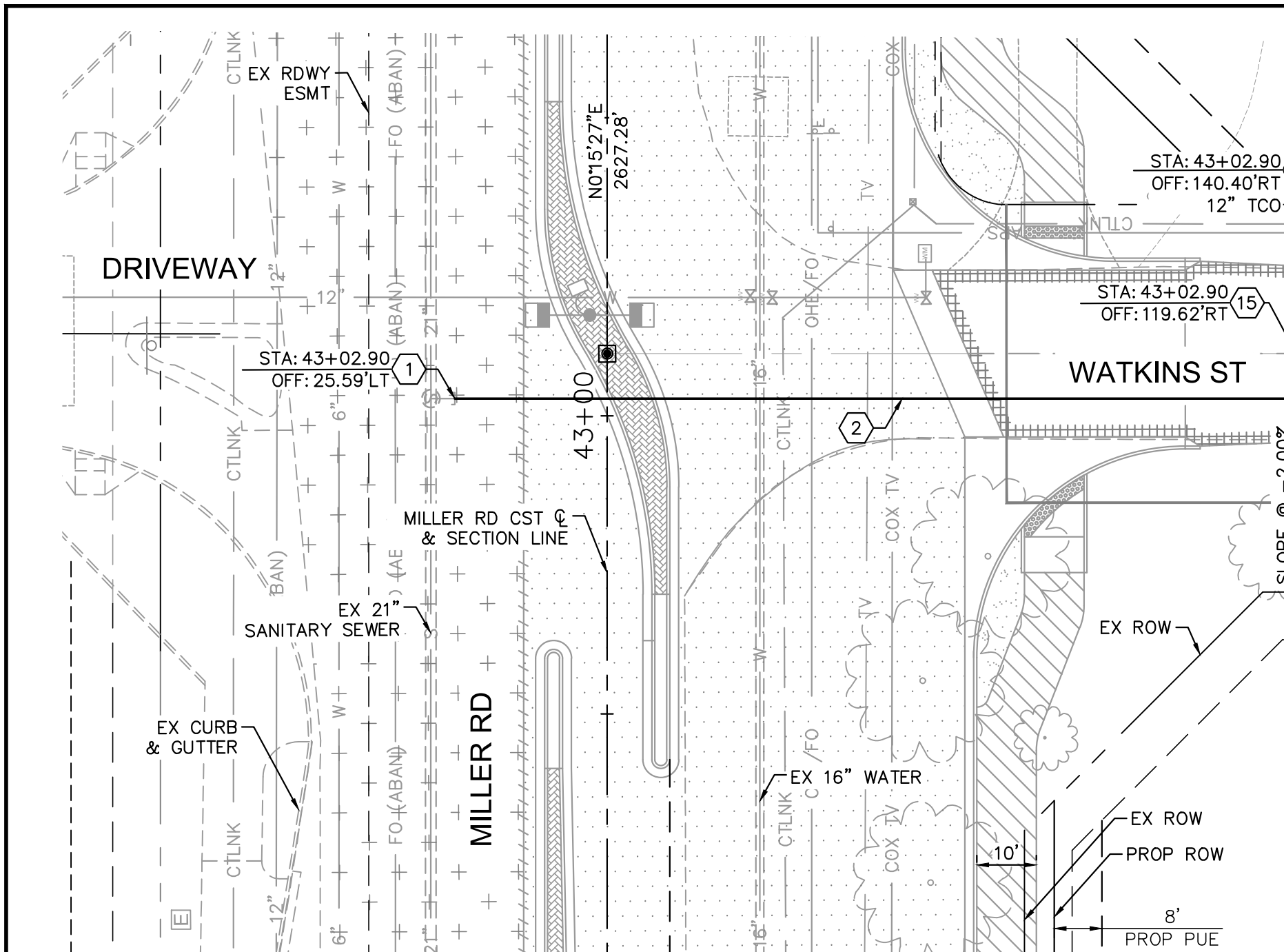
50+00

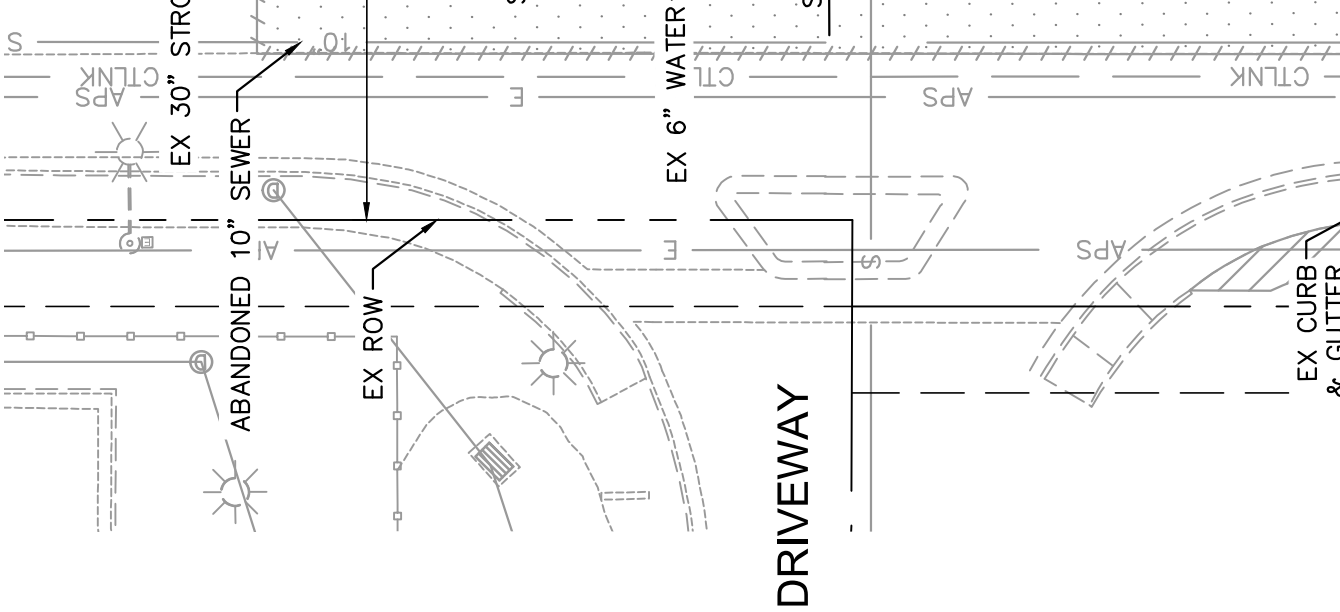
49+00

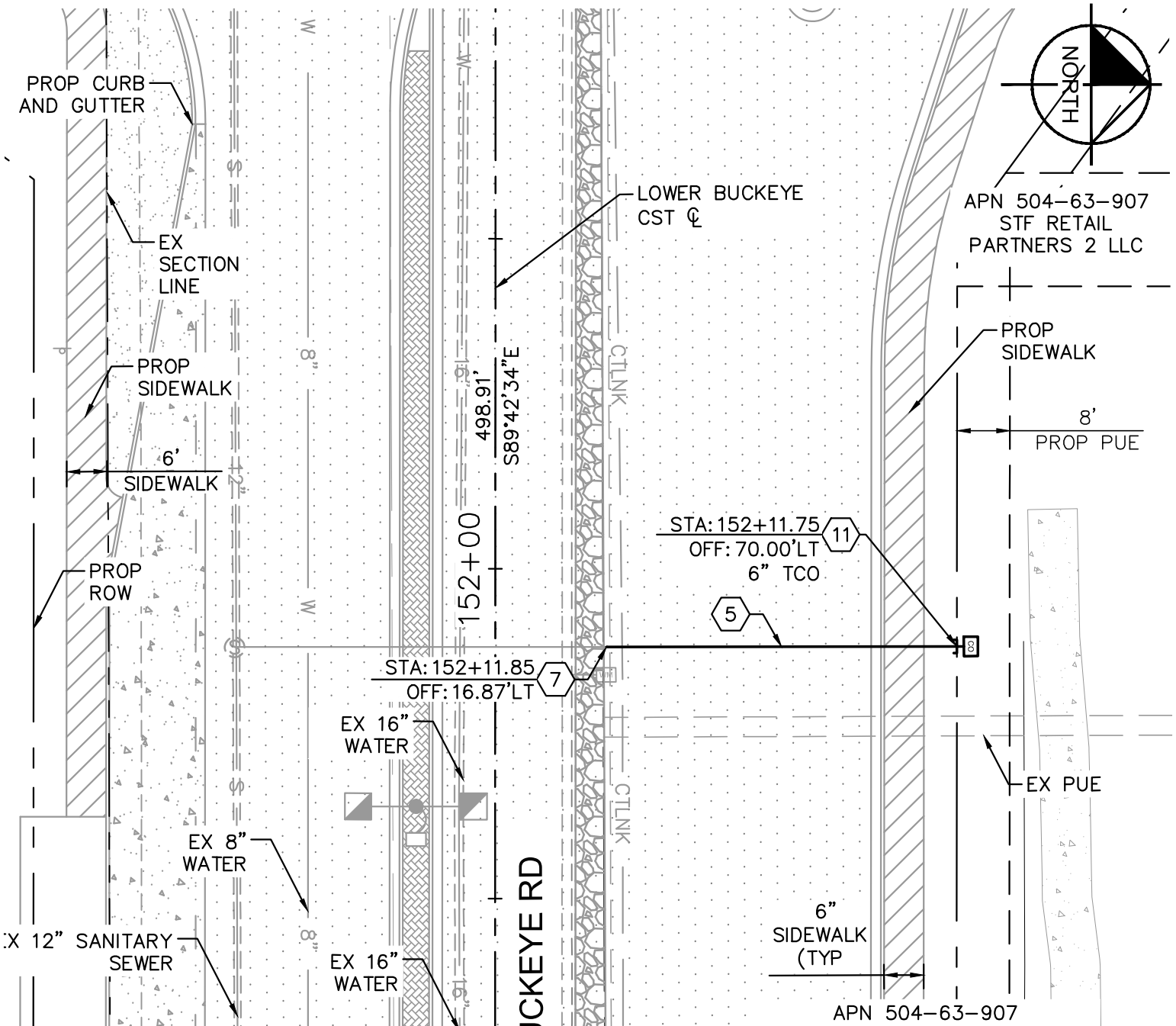
48+00

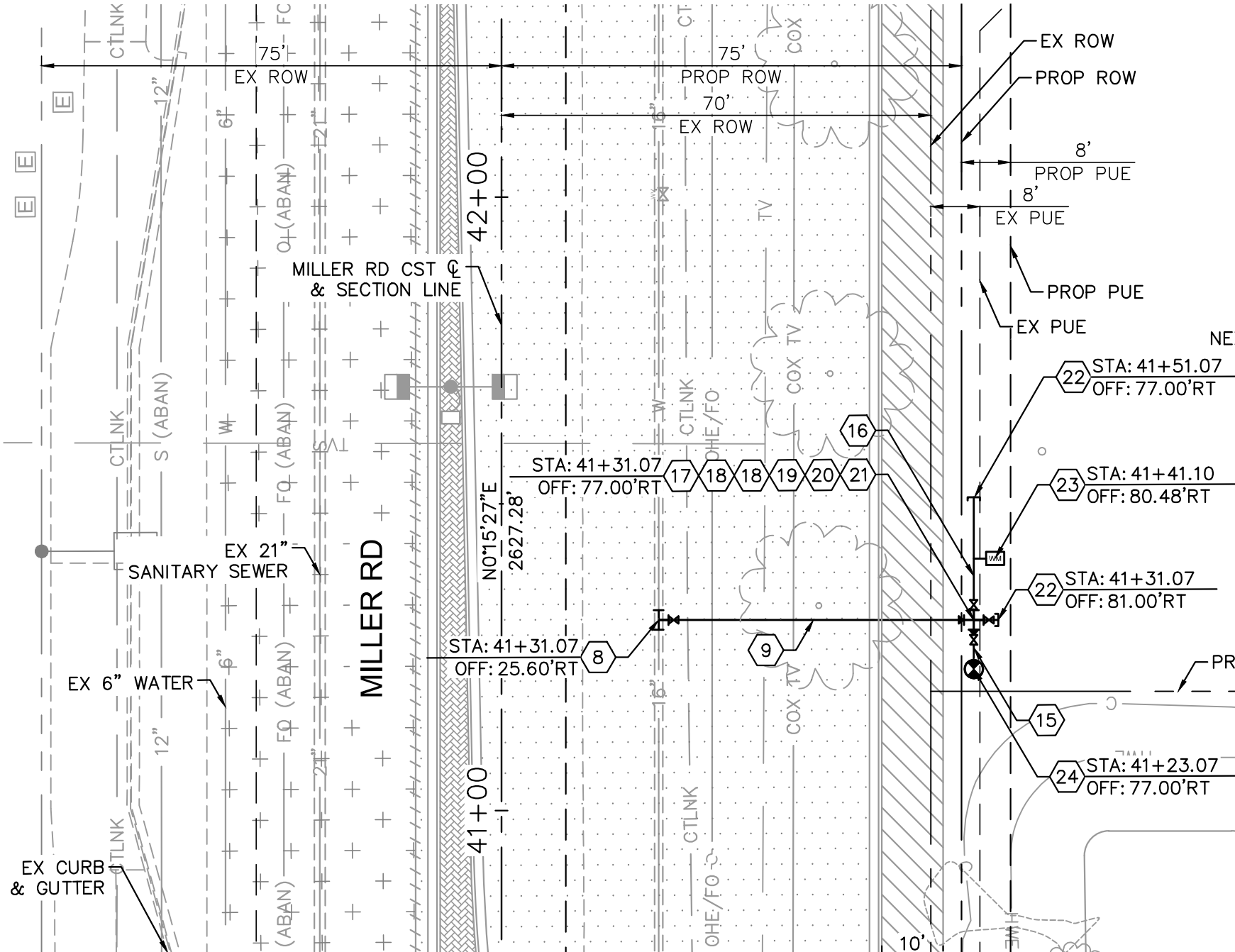
125

126

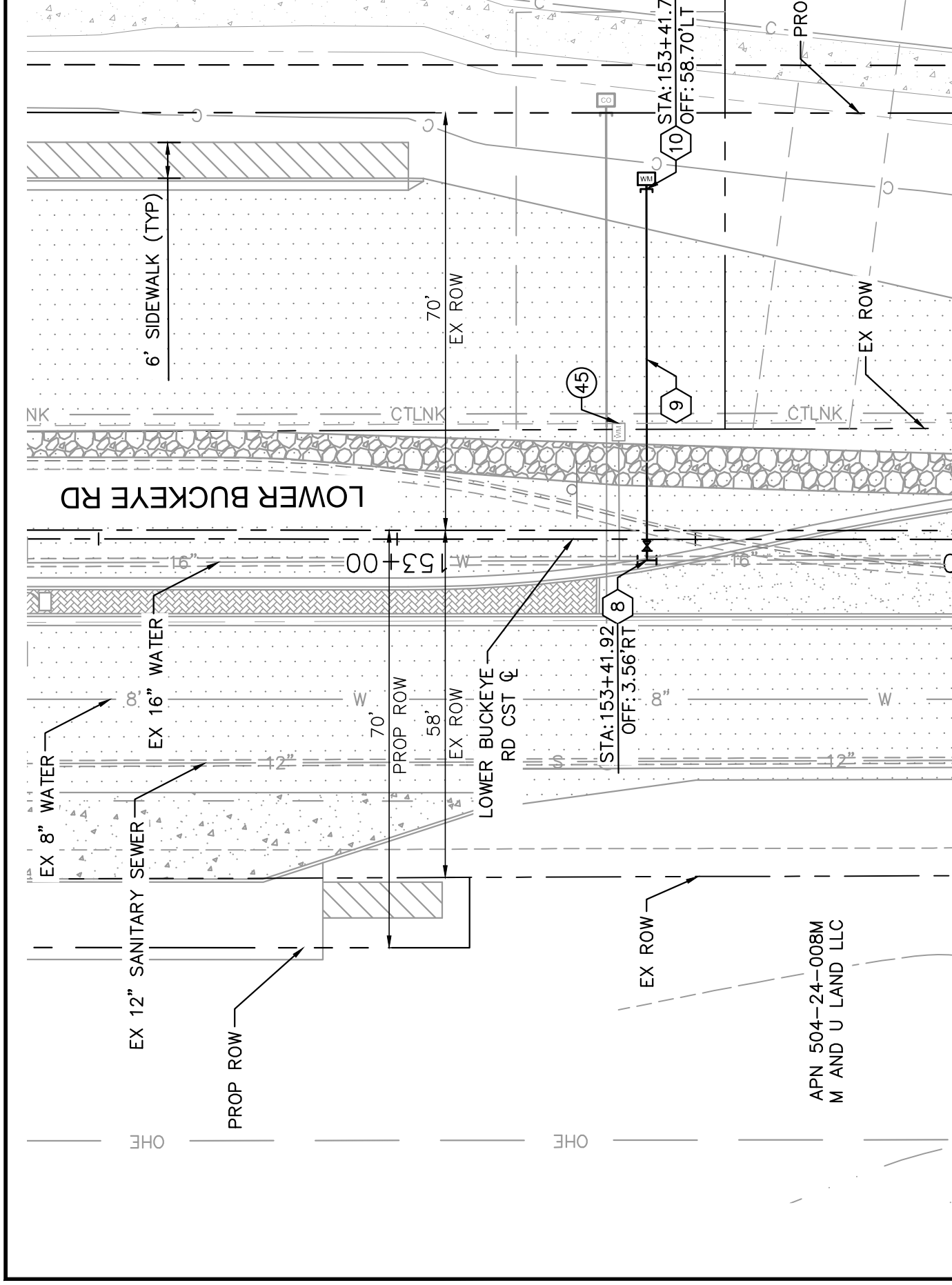

EX RDWY ESMT
DRIVEWAY
STA: 43+02.90
OFF: 25.59'LT
1
MILLER RD CST & SECTION LINE
EX 21" SANITARY SEWER
EX CURB & GUTTER
MILLER RD
43+00
N01°15'27"E 2627.28'
STA: 43+02.90
OFF: 140.40'RT
12" TCO
STA: 43+02.90
OFF: 119.62'RT
15
WATKINS ST
2
EX ROW
EX 16" WATER
EX ROW
PROP ROW
10'
8'
PROP PUE


EX 30" STORM SEWER
EX 6" WATER
EX 10" SEWER
ABANDONED 10" SEWER
EX ROW
DRIVEWAY
EX CURB & GUTTER

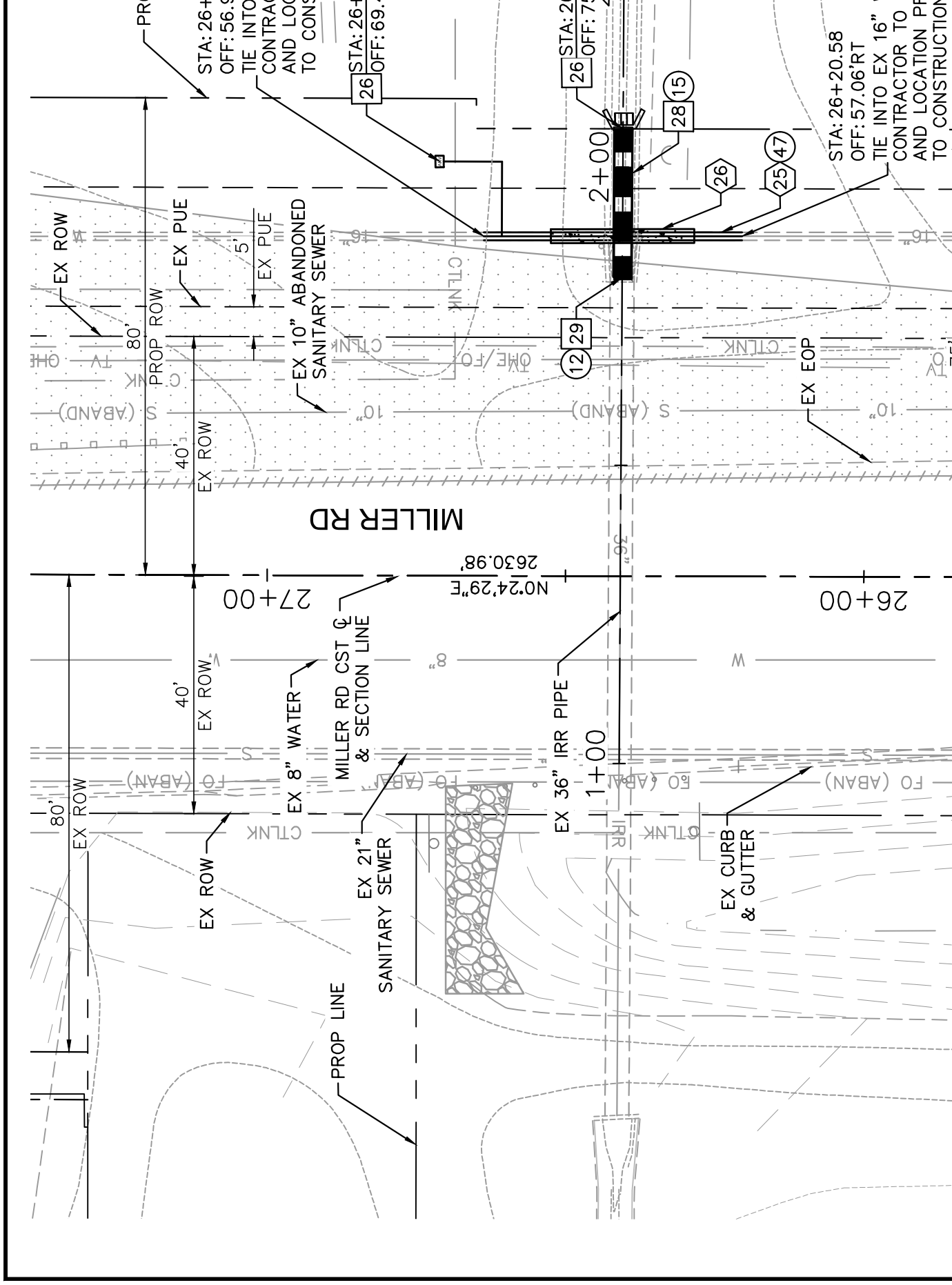

PROP CURB AND GUTTER
EX SECTION LINE
PROP SIDEWALK
6' SIDEWALK
PROP ROW
LOWER BUCKEYE CST ℄
152+00
498.91'
S89°42'34"E
APN 504-63-907
STF RETAIL
PARTNERS 2 LLC
PROP SIDEWALK
8'
PROP PUE
STA: 152+11.75
OFF: 70.00'LT
6" TCO
11
5
STA: 152+11.85
OFF: 16.87'LT
7
EX 16" WATER
EX 8" WATER
EX 12" SANITARY SEWER
EX 16" WATER
EX PUE
6" SIDEWALK (TYP
APN 504-63-907
NORTH
EX 12" SAN
PROP CURB AND GUTTER
EX ROW



75'
EX ROW
75'
PROP ROW
70'
EX ROW
EX ROW
PROP ROW
8'
PROP PUE
8'
EX PUE
PROP PUE
EX PUE
42+00
MILLER RD CST ℄
& SECTION LINE
STA: 41+51.07
OFF: 77.00'RT
STA: 41+31.07
OFF: 77.00'RT
STA: 41+41.10
OFF: 80.48'RT
STA: 41+31.07
OFF: 81.00'RT
STA: 41+31.07
OFF: 25.60'RT
STA: 41+23.07
OFF: 77.00'RT
N0°15'27"E
2627.28'
EX 21"
SANITARY SEWER
MILLER RD
EX 6" WATER
41+00
EX CURB
& GUTTER
10'



LOWER BUCKEYE RD
6' SIDEWALK (TYP)
70' EX ROW
EX ROW
STA:153+41.7
OFF:58.70'LT
10
9
45
8
STA:153+41.92
OFF:3.56'RT
153+00
16"
8"
12"
W
S
CTLNK
EX 16" WATER
EX 8" WATER
EX 12" SANITARY SEWER
70' PROP ROW
58' EX ROW
LOWER BUCKEYE RD CST ℄
PROP ROW
EX ROW
APN 504-24-008M
M AND U LAND LLC
OHE



MILLER RD
2+00
1+00
27+00
26+00
N0°24'29"E
2630.98'
EX ROW
EX PUE
5'
EX PUE
80'
PROP ROW
40'
EX ROW
EX 10" ABANDONED SANITARY SEWER
EX EOP
EX 8" WATER
MILLER RD CST ℄ & SECTION LINE
EX 36" IRR PIPE
EX 21" SANITARY SEWER
EX CURB & GUTTER
PROP LINE
STA: 26+20.58
OFF: 57.06'RT
TIE INTO EX 16"
CONTRACTOR TO
AND LOCATION PR
TO CONSTRUCTION

# TECHNICAL PROVISIONS AND SPECIFICATIONS

# FOR

## MILLER ROAD – LOWER BUCKEYE ROAD TO PIMA STREET ROADWAY IMPROVEMENTS

Buckeye Project No.: 105260

MARCH 2024

**PREPARED FOR:**

BUCKEYE, AZ

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# PART A: SCOPE OF WORK

## GENERAL

This project is located in the City of Buckeye. The limits of improvements are from Miller Road from Lower Buckeye Road to Pima Street and Lower Buckeye Road from 1,000 feet west of Miller Road to 1,200 feet east of Miller Road. The work consists of constructing grading for new roadway alignment and profile, pavement, curb, gutter, drainage, street lighting, new traffic signal at Miller Road and Lower Buckeye Road and accompanying power service, signing, pavement marking, APS overhead relocations, signal interconnect conduit, and sewer stubs as shown in the project plans.

The work described in these Special Provisions and shown on the plans for this project shall be performed in accordance with the current City of Buckeye Engineering Design Standards and Standard Details Supplement, Maricopa Association of Governments (MAG) Uniform Standard Specifications for Public Works Construction, and these special provisions.

In the event a conflict exists on the plans or between the plans and referenced specifications or these construction special conditions, then the most stringent requirement shall apply. The order of precedence shall be as follows:

1. Written direction from the City of Buckeye, Engineer, or their authorized representative
2. These special provisions
3. City of Buckeye Standard Details (Latest Edition) and City of Buckeye Engineering Design Standards (Latest Edition)
4. Construction Plans
5. Uniform Standard Specifications for Public Works Construction (2023 Edition) sponsored and distributed by the Maricopa Association of Governments (MAG) Arizona along with the MAG Uniform Standard Details
6. MCDOT Supplement to the MAG Uniform Standard Specifications for Public Works Construction (2023 Edition)
7. ADOT Standard Specifications for Road and Bridge Construction 2021

Full and safe access shall be provided during major events.

No night work may be planned adjacent to residential areas.

Ensure no stoppage of traffic, no full intersection or full driveway closures shall be permitted by the City. One lane of traffic and access in each direction shall be maintained at a minimum during length of construction. Always maintain access to driveways and onsite flow of traffic. All restrictions shall be approved by the City Engineer or their authorized Representativeprior to start of construction.

For hazard protection, a concrete barrier or other pre-approved device shall be used where the new trench construction or other hazard is in close proximity to the traffic flow.

Construction activity generated noise higher than existing ambient level shall be adequately mitigated to prevent public inconvenience.

Provide safe, ADAAG accessible/compliant pedestrian access where access currently exists, or where access is re-routed as necessary to accommodate construction activities. Temporary concrete barrier or other pre-approved devices shall be used to protect pedestrians from traffic or where the new construction is in close proximity with a City approved temporary traffic control plan.

The Contractor shall be prepared to meet with the local businesses, schools, residents, and/or property owners to resolve traffic control issues on a weekly basis, either by having a separate field meeting or by inviting them to the regular weekly construction meeting.

Contractor shall provide sturdy, secure & closed off temporary fencing at any locations where site walls/fences cannot be removed and reconstructed same day. This work shall be incidental to the project.

A Storm Water Pollution Prevention Plan (SWPPP) shall be developed and the necessary permit from Arizona Department of Environmental Quality (ADEQ) shall be obtained prior to beginning of any construction activity.

Final erosion control/soil stabilization/seeding shall not be installed until all construction items are complete and no areas are anticipated to be disturbed.

## CONTRACT STANDARD SPECIFICATIONS AND DRAWINGS

The following Standard Specifications and Standard Drawings referenced in the project contract documents are required for construction of this project:

1. City of Buckeye Engineering Design Standards (Latest Edition)
2. City of Buckeye Standard Details (Latest Edition)
3. Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction (Latest Edition)
4. Maricopa Association of Governments Uniform Standard Details for Public Works Construction (Latest Edition)
5. Manual on Uniform Traffic Control Devices (Latest Edition)
6. Maricopa County Department of Transportation Supplement to the Maricopa Association of Governments Uniform Standard Details for Public Works Construction (Latest Edition)
7. ADOT Standard Specifications for Road and Bridge Construction (Latest Edition)

8. ADOT Traffic Signal and Lighting Standard Drawings (Latest Edition)

## LOCATION OF THE WORK

This project is located in portions of Sections 17, 18, 19, & 20, Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona at the intersection of Miller Road and Lower Buckeye Road.

# PART B: GENERAL INFORMATION (MILLER ROAD – LOWER BUCKEYE ROAD TO PIMA STREET)

## SUBGRADE PREPARATION

MAG Section 301.7 is revised to read:

Measurement for grading under pavement will not be measured separately.

MAG Section 31.8 is replaced with the following:

Payment for subgrade preparation shall be included in the cost of the items of ABC or asphalt pavement (refer to plans and these special provisions). This includes areas of excavation, fill or anywhere existing dirt or paved roadways exist.

There will be no separate measurement and payment for grading and surface preparation of areas outside of roadway pavement, the work being included in the cost of adjacent work items.

## ROADWAY EXCAVATION

Conform to MAG Section 205 except as modified herein.

Replace Section 205.1 Description with the following:

Roadway excavation shall consist of excavation or fill construction required or part of the grading and construction of roadways, sidewalks, ramps, medians, scuppers, spillways, driveways, driveway tie-ins, private drives, maintenance roads, matching existing behind back of walks, adjacent to existing parcels, or at edges of pavement (except for retention basins and roadside swales/ditches), & restoring landscape areas. Contractor is responsible for utilizing material from excavations (from or for roadway & drainage) or new material in the construction of roadway structural sections in fill construction situations. Roadway excavation includes finished grading against all hardscape items, such as curb, sidewalk, edge of pavement, headwalls, ramps, driveways, pull boxes, equipment, equipment pads, pole foundations, utility vaults/manholes/valves, etc. and shall extend to any and all tie-in or match existing grades/locations. Work under this item shall be level with back of walk grade.

All stockpile/compaction work for excess material and/or any haul off (including dump fees) is included in this section. Excavated material from retention basin, wash, roadside swale, etc. shall be utilized for roadway excavation/grading. Excess material should be stockpiled relatively close to where excavation occurred. Contractor shall contact landowners adjacent to excavation and receive permission of where to place stockpile materials prior to hauling the material to another location. Placement shall not adversely impact the existing condition, specifically drainage patters,

and shall be placed, compacted, moisture conditioned, etc. per City of Buckeye requirements or MAG Specifications.

No separate Measurement or Payment for roadway excavations shall be included in the Contractor's bid. The costs shall be considered in the price bid for the construction or installations of the items that roadway excavation is incidental or appurtenant for the completion of that construction item.

## SECTION 105 CONTROL OF WORK

### 105.6 COOPERATION WITH UTILITIES

Add the following:

The locations of existing underground utilities are shown on the plans to the best of the Design Engineer's knowledge from information provided by respective utilities or discovered in the field. However, it shall be the Contractor's responsibility to field verify all utility locations and to coordinate in a timely manner with the pertinent utility companies so that any obstructing utility installation shall be protected, not damaged or dislocated and may be adjusted with prior utility agency approval; without delay to the Contractor's project schedule.

The City will not consider additional compensation requests from the Contractor to perform any potholing, utility company coordination, etc. needed to locate/verify utility location, to adjust contract work items as necessary to avoid utility line conflict, to cooperate with utilities in adjusting schedule as needed to allow for utility company work, relocations, etc. The Contractor's bid shall allow for and include the above coordination/work/adjustments based on the best available information known/provided in bid documents.

The Contractor shall coordinate unresolved conflicts with the owning utility and the City's Construction Coordinator prior to the construction of the proposed improvements.

The Contractor will investigate and pothole as necessary to verify the location of underground utility facilities ahead of construction activities. Locations of utility facilities shown on drawings furnished by the City are to be regarded as preliminary information only, subject to further investigation by the Contractor. The City and Design Engineer do not warrant the accuracy of these locations, and the Contractor, by entering into this Contract, expressly waives and disclaims any claim or action against the City or Design Engineer under any theory for damage resulting from location of utility facilities.

The Contractor shall be responsible for obtaining all Blue Stake utility location information, and for performing all requirements as prescribed in A.R.S. 40-360.21 through A.R.S. 40-360.29, for all underground facilities, including those that have been installed on the current project, until the project is accepted by the City.

At least two (2) working days prior to commencing any excavation, the Contractor shall call the Blue Stake Center, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday, for information relative to the location of buried facilities. The number to be called is as follows: Maricopa County, (602) 263-1100.

Failure to contact the Blue Stake Center may result in violations of A.R.S. SS 40-360.21 and A.R.S. SS 40-360.22A.

Contacts: The following utilities are expected to be located within the limits of this project. The information below is provided for the Contractor to contact the appropriate personnel:

| Utility Company | Contact Person | Phone |
|---|---|---|
| City of Buckeye Water & Sewer | N/A | (623) 349-6800 |
| Arizona Public Service (APS) – Electrical | Bobby Garza | (602) 371-7546 |
| CenturyLink (Lumen) | John Nevlis | (602) 579-1105 |
| Cox Communications | Nancy Manns | (623) 328-3884 |
| Salt River Project (SRP) - Transmission | Henry Soliz | (602) 236-0890 |
| Western Arizona Power Administration (WAPA) - Transmission | Rodney Fehlman | (602) 605-2468 |

Coordination: Construction activities shall be coordinated and scheduled to incorporate applicable utility construction or adjustment activities. Payment will not be made to the Contractor for delays to the Contractor's schedule due to delays resulting from utility relocations. The following activities shall be incorporated:

**Arizona Public Service (APS)**

APS owns overhead 12kV and 69kV electrical facilities that generally run north-south on the east side of Miller Road as shown on the project plans.

The project will require the relocation of the 12kV and 69kV lines outside of the right-of-way within the roadway improvement limits. The project will include a new primary line to provide traffic signal service for the intersection of Miller Road and Lower Buckeye Road. The project will include

installation of new APS street lighting conduit on the east side of Miller Road as shown on the project plans.

APS meter installation, underground service, trenching, grounding, and bonding, and other requirements can be found in the Electrical Service Requirements Manual (ESRM) which can be accessed at the web address below:

https://www.aps.com/esrm

All fencing and gates shall be grounded inside APS and USBR easements and shall match the fencing and grounding detail provided in the plans. No trees shall be installed in the APS easement. Minimum OSHA safe working distances shall be maintained at all times (see OSHA Standard 1926.1408). Full overhead safety requirements are in the APS Safety Letter provided in **Appendix D**. **No work can be done until safe work arrangements have been made with APS.** All references and standards to be provided by APS upon request.

To be provided and installed by the Contractor:

- Trench and conduit installation, including APS primary conduit, APS street lighting conduit, Cox Communications conduit, fiber optic conduit, pull boxes, tracer wire, pull tape, and installation of concrete pads as shown on the plans.

- Trench, conduit and pull boxes are shown in the project plans. Trench and conduit vary as described below and as shown on the project plans:

- All trench related work including, but not limited to, trenching, boring, backfill material and compaction shall be constructed per APS Transmission and Distribution Construction Standards section 86010, MAG section 601 and ADOT section 501, whichever is more stringent.

- All conduit, appurtenances and labor to install all associated conduit, including conduit sweeps, conduit caps, conduit plugs, primer, glue, conduit spacers, rebar, concrete encasement and mandrelling of the system. The conduit material requirements shall match those in the APS ESRM (Section 502). All conduits shown to be ending in energized APS equipment shall be stubbed 4 feet from either the equipment or the Blue Stake marking for underground electric cables in the vicinity. The conduit is to be capped and marked for APS crews to connect to equipment.

- All miscellaneous work including barricading, shoring, steel plating and traffic control shall be in accordance with City requirements and approved by the City prior to installation.

- Labor to install APS provided pull boxes and ground rods (or alternate grounding material).

- Construction centerline staking, all vertical control and staking of depth requirements for all APS equipment and trenches. Trench alignment and depths shall be adjusted to provide a minimum of twelve-inch vertical clearance from proposed utilities and two-foot vertical clearance from existing utility conflicts.

To be provided by APS and installed by the Contractor:

- Street light related materials limited to ground rods (or alternate grounding material), secondary j-boxes, pull line, warning tape, plugs and electronic markers. The Contractor must schedule an appointment with APS warehouse for material pick up. Contract Bobby Garza at 602-371-7546.

To be provided and installed by APS:

- Survey for horizontal control of APS related trenching and equipment.
- Conduit system inspection for trench work and conduit installation.
- All trench, bell holes, and backfill as required to splice APS cables from the point at which the Contractor ended to the APS equipment cabinet.
- Connections to the Contractor's conduit after the system has been mandrelled and accepted.
- All conduit and sweeps from the point at which the Contractor installed conduit ends to the existing energized electrical equipment.
- Street lighting conductors
- Primary power service conductors

APS will be responsible for removal of existing APS power poles, power connections, primary conductors, traffic signal conductors, and street lighting conductors.

**CenturyLink (Lumen)**

CenturyLink has underground facilities that run along the east and west side of Miller Road and along the north side of Lower Buckeye Road. CenturyLink (Lumen) has an under-build facility along Miller Road that will need to be relocated. Existing CenturyLink (Lumen) pull boxes shall be relocated that are in conflict with improvements along Miller Road and along Lower Buckeye Road.

The Contractor shall invite CenturyLink (Lumen) to the overall pre-construction meeting (contact Mike Ambrosio at 602 614-3569) to determine safe working clearances prior to any construction activity in the immediate area.

To be provided and installed by the Contractor:

All conduit, conduit related material and labor to install all associated conduit, including conduit sweeps, conduit caps, conduit plugs, primer, glue, conduit spacers, and pull tape.

**Cox Communications**

Cox Communications has underground facilities that run along the east and west side of Miller Road.

Existing Cox Communications pull boxes shall be relocated that are in conflict with improvements along Miller Road and along Lower Buckeye Road.

The Contractor shall invite Cox Communications to the overall pre-construction meeting (contact Garette Golding at (888) 751-9138 to determine safe working clearances prior to any construction activity in the immediate area.

To be provided and installed by the Contractor:

All conduit, conduit related material and labor to install all associated conduit, including conduit sweeps, conduit caps, conduit plugs, primer, glue, conduit spacers, and pull tape.

**SRP**

SRP has existing overhead power transmission that are located within the project limits.

SRP Transmission has existing overhead 230kV lines that are located just south of Lower Buckeye Road running east to west. These overhead lines are not in conflict and will be protected in place.

**WAPA**

WAPA has existing overhead power transmission that are located within the project limits.

SRP Transmission has existing overhead 230kV lines that are located just south of Lower Buckeye Road running east to west. These overhead lines are not in conflict and will be protected in place.

## SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

**107.2 PERMITS**, add the following:

The Contractor shall comply with all City of Buckeye and any applicable ADOT and MCDOT permitting requirements.

Contractor is made aware that a FEMA floodplain use permit is required when working in all floodplains, and that Contractor will need to pay for and secure permit prior to start of work.

It shall be the responsibility of the Contractor to obtain and provide payment for all required permits for construction, dust control, relocation of native plants, erection of signs, etc.

The Contractor shall be responsible for securing and payment for any necessary hydrant meters including deposits and all fees for water usage.

The Contractor shall be responsible for payment of any City fees associated with water main shutdowns or miscellaneous charges for optional City provided services.

A special grading permit at the Contractor's expense will be required when using spoils to fill private property. No grading will be allowed until a Grading and Drainage Plan has been approved by the City.

All haul routes for removals; excavation and dirt moving must be approved by the City prior to commencement or operations.

The Contractor shall be responsible for payment of any fees associated with the City for any work within their right-of-way and for adjusting or relocating their facilities.

**107.2.1 AZPDES (NPDES) CONSTRUCTION GENERAL PERMIT REQUIREMENTS**

Add the following:

This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) program's permit requirements for construction sites. The Contractor is responsible for obtaining applicable permits and complying with permit requirements.

The Storm Water Pollution Prevention Plan (SWPPP) must be submitted with the Notice of intent (NOI). Within 32 business days receipt, Arizona Department of Environmental Quality (ADEQ) will notify the operator whether:

1. It is acceptable to proceed under the general permit;
2. The SWPPP needs revision; or
3. There is cause for eligibility denial. If notification is not received in this time-frame, the operator may assume coverage under this permit.

To prevent potential permitting delays, the Contractor is encouraged to prepare and submit the NOI and SWPPP to ADEQ upon receipt of notice of award from the City. Additional information may be obtained from the ADEQ website: http://www.azdeq/gov/environ/water/permits/stormwater.html

**107.2.5 SAFETY, HEALTH AND SANITATION PROVISIONS**

Add the following:

The Contractor shall provide and maintain portable toilet facilities in each area of work. Portable toilet facilities shall be cleaned not less than once weekly. The associated costs of this requirement shall be incidental to the project.

## SECTION 210 BORROW EXCAVATION

**210.4 MEASUREMENT:**, is revised to read:

Quantities of borrow excavation will NOT be measured.

**210.5 PAYMENT**

Is revised to read:

No separate payment will be made for Borrow Excavation. Any work required under this or any related, item shall be included in the cost of adjacent work items.

## SECTION 211 FILL CONSTRUCTION

**211.5 MEASUREMENT**, is revised to read:

Quantities of fill construction will NOT be measured.

**211.6 PAYMENT**, is revised to read:

No separate payment will be made for Fill Construction. Any work required under this or any related, item shall be included in the cost of adjacent work items.

## SECTION 401 TRAFFIC CONTROL

**401.5 GENERAL TRAFFIC REGULATIONS**, add the following:

Contractor will be required to provide permanent and temporary traffic control to accommodate project, and as also indicated in the Contract Documents. Contractor shall coordinate, and receive written approval of from the City, all traffic control layouts and equipment prior to start of construction or prior to making any changes. Contractor shall modify traffic control, at any time, when requested by the City, and without any additional compensation.

There will be no full street, intersection, or driveway closures allowed at any time during the course of construction activities. Contractor must maintain one lane of traffic in each direction at all times throughout existing roadways. Contractor must also maintain access to all properties within the

limits of construction activities at all times. Any full or partial restrictions or diversions shall be coordinated and approved by the City and property owner a minimum of 7 working days prior to the implementation date(s). Temporary traffic control (TTC) devices shall be installed only when the work is ready to begin. All the TTC devices shall be promptly removed or covered when no longer needed. All TTC devices must be inspected regularly throughout the day. The City shall approve the Traffic Control Plan for concept only and accepts no liability for errors or omissions.

Variable Message Signs (VMS) shall be placed on the project along arterial roadways adjacent and connected to the project limits, in either direction, per the direction of the Project Manager, a minimum of ten days prior to the start of construction and shall remain active for the duration of the project.

The Contractor shall notify the Streets Superintendent and the Civil Inspector Supervisor or their representative seven days in advance of the time work will be started in areas requiring the rerouting of traffic, traffic lane striping or removal of street signs. The foregoing shall apply to progressive modifications of traffic routing within an area in which work is in progress.

**401.5.1 TEMPORARY LANE DIVERSIONS**, add the following:

Traffic shall be maintained on paved surfaces. All temporary lane diversions shall be paved and shall be delineated with vertical flashing panels.

## SECTION 601 TRENCH EXCAVATION, BACKFILLING AND COMPACTION

Add the following:

Construction requirements:

Locations indicated on the construction plans where storm drain pipes and irrigation pipes extends into the roadway structural section shall require CLSM backfill. Backfill limits shall include all parallel pipes at each location, and CLSM shall extend a minimum of 10 feet beyond section of pipe that is no longer within the pavement structural section.

When a pipe collar is required, the top dimension/limit of the concrete shall not be less than 4 inches below the bottom of the asphalt base course.

All other provisions of Section 618 Storm Drain Construction shall remain.

# PART C: BID ITEMS

The following bid items are numbered to correspond to the Schedule of Bid Items and are included to explain the details of work not covered by applicable Standard Specifications & Details as outlined in PART A, and to relate work and pay quantities to the specific bid item.

Any work shown on the Project Plans implied or specific in the Special Provisions but not listed in the bid item shall be included in the cost of the project.

## ITEM 1 CONSTRUCTION SURVEYING AND LAYOUT

**MAG Section 105.8, Construction Stakes, Lines and Grades** is hereby deleted and replaced with the following:

**General:**

The Contractor shall furnish all the materials, personnel, and equipment necessary to perform all the surveying, staking, control line layout and the accurate verification of all existing control points which are delineated in the Contract Documents. The work shall be done under the direction of a Registered Land Surveyor licensed to practice in the State of Arizona.

**Staking Outline:**

Prior to beginning any survey operations, the Contractor shall furnish to the City Inspector for approval a written outline detailing the method of staking, interval of stakes, marking of stakes, grade control for various courses of materials, referencing, structure control, and any other procedures and controls necessary for survey completion. A part of this outline shall also be a schedule which will show the sequencing of the survey and layout work, throughout the course of the contract, listing a percentage of completion for each month.

**Traffic Control for Survey and Staking Operations:**

The Contractor shall furnish all traffic control equipment, including flagging for survey and staking operations, the cost being considered included in the applicable bid item for **Item 6 Traffic Control**.

**Field Books:**

The Contractor shall furnish field books to be used for recording survey data, swing ties, and field notes. These books shall be available for inspection by the City at any time and shall become the property of the City upon completion of the work.

**Survey Control Verification:**

(A.) Control Points (horizontal and vertical) - The existence and location of all survey monuments, benchmarks and control points shall be verified prior to demolition or

construction activity. Immediately notify the Engineer when location discrepancies greater than two-hundredths (0.02) foot horizontal or one-hundredth (0.01) foot vertical are found. All datum shall be City's, as indicated on the Project Plans.

(B.) Control Lines - Construction control lines with grade breaks, transition points, horizontal and vertical curves, etc., shall be established and referenced prior to construction.

(C.) Temporary Benchmarks - Temporary benchmarks shall be established and referenced at prior to construction.

**Pre-Construction Location Survey:**

All existing features which are located prior to construction shall be referenced to survey monuments along control lines by stationing in accordance with the Construction Documents and by offset distance from the control lines. All features shall be re-locatable after construction. Distances measured shall be within one-hundredth (0.01) feet.

**Field Staking of Land Easements:**

Prior to commencement of any field activities, the Contractor shall provide construction survey stakes to clearly define the limits of the Right-of-Way, Temporary Construction Easements (TCE), Drainage Easements, and other existing and new easements needed for the project as shown in the legal descriptions and exhibits as applicable for the adjacent properties. These stakes shall be maintained in good, legible condition at all times throughout the construction of the project. Stakes disturbed or destroyed by construction shall be replaced within 48 hours.

**Survey Staking:**

(A.) Survey monuments - All survey monuments that lie within the construction area that may be disturbed shall be referenced to a specific point on at least four (4) stable objects by distance measurement. Reference objects shall be located no greater than three-hundred (300) feet from the survey monument that is being referenced.

(B.) Water and Sewer line appurtenances - Water and sewer line surface appurtenances such as manholes, valves and cleanouts that lie within the construction area shall be located and noted on the Contractor's approved construction documents prior to any demolition or excavation.

(C.) Match Points and Removals - Verify the location (horizontal and vertical) of existing facilities to which the project connects including saw cut lines and adjacent projects. Immediately notify the City Project Manager when discrepancies of connecting facilities greater than one-tenth (0.10) foot horizontal or two-hundredths (0.02) foot vertical are found.

(D.) Right-of-Way (Right-of-Way and Easements) – Shall be laid out at 100-foot intervals and at any point of intersection (P.I.) for a change in right-of-way width. Legals and exhibits for right-of-way acquired for this project are provided in **Appendix X** of these specifications.

**Construction Stakes:**

The Contractor shall set construction stakes and marks establishing lines and grades for road work, curbs, gutters, sidewalks, structures, buildings, centerlines for utilities and necessary appurtenances and other work as indicated in the Contract Documents and shall be responsible for their conformance with the plans and specifications. The stakes shall be established in accordance with the following guidelines which represent the minimum standard and the Contractor shall provide additional stakes and controls necessary to perform the work. The Contractor shall be held responsible for the preservation of all stakes and marks and will replace, at no additional cost to the City, any construction stakes or marks which have been carelessly or willfully destroyed by acts of nature or other parties.

**Curbs, Curb and Gutter, Valley Gutter:**

Curb and gutter shall be staked and installed prior to sidewalk, driveway, and corner ramp construction. Cut/fill stakes for rough grade shall be set at one hundred (100) foot intervals with cuts to the top of curb.

Finish grade stakes shall be set to curb grade at twenty-five (25) foot intervals, at grade breaks, angle points, transitions, returns, driveways, alley entrances, sidewalk ramps, and other curb control points. The stakes shall be tacked for line on a 2-foot offset to the back of curb. Face of curb forms shall be checked for grade at flow line prior to placing concrete where longitudinal grades are one-tenth percent (0.10%) or less.

Face of curb forms shall be checked for grade at gutter line prior to placing concrete for transitions at 30-foot intervals. Valley gutter stakes shall be set offset five (5) feet from the centerline of the valley gutter at twenty-five (25) foot intervals, marked with cuts to the flowline of the valley gutter.

**Roadway:**

Subgrade stakes shall be set to subgrade elevation at fifty (50) foot intervals on straight sections, twenty-five (25) foot intervals through vertical curves, on horizontal curves with radius of six-hundred (600) feet or less, and/or slopes of less than four-tenths of one percent (0.4%), the beginning and end of horizontal and vertical curves, and grade breaks. Stakes shall be set at crown lines, at grade break lines, and at edges of pavement which do not abut concrete curb and gutter or at the edge of pavement abutting vertical curbs or other structures whose surface grade will not be flush with the finished pavement grade. Quarter lines will be staked where the distance between the crown line staked and the curb and gutter face exceeds twenty (20) feet.

Aggregate Base Course (AB) stakes shall be set to ABC elevation at thirty-three (33) foot intervals on straight sections, twenty-five (25) foot intervals through vertical curves, on horizontal curves

with radius of six-hundred (600) feet or less, and/or slopes of less than four-tenths of one percent (0.4%), the beginning and end of horizontal and vertical curves, and grade breaks. Stakes shall be set at crown lines, at grade break lines, and at edges of pavement which do not abut concrete curb and gutter or at the edge of pavement abutting vertical curbs or other structures whose surface grade will not be flush with the finished pavement grade. Quarter lines will be staked where the distance between the crown line staked and the curb and gutter face exceeds twenty (20) feet.

Pavement edges shall be controlled by utilizing a wire control mechanism or screeding along a concrete gutter or other structure whose surface grade is flush with the finished pavement grade. Stakes shall be set to finished elevations thirty-three (33) foot intervals on straight sections, twenty-five (25) foot intervals on curves with radius of six-hundred (600) for or less, and/or slopes of less than four-tenths of one percent (0.4%), the beginning and end of horizonal and vertical curves, and grade breaks.

**Sidewalks:**

Stakes are not required for sidewalks five (5) feet or less in width which are adjoining existing curb and gutter.

Sidewalk stakes shall be set to grade on an offset and tacked for line at twenty-five (25) foot intervals at the beginning and end of horizontal and vertical curves and grade breaks.

**Traffic Signing, Striping:**

The Contractor shall delineate the procedures and controls to be utilized in the Staking Outline.

**Landscaping:**

The Contractor shall delineate the procedures and controls to be utilized in the Staking Outline.

**Re-establishment Survey:**

Monument locations will be marked with “straddlers” (four nails with metal “shiners”) driven into the pavement, placed in pairs approximately six feet apart and opposite to each other. Lines connecting opposing pairs shall form a ninety-degree cross with three foot legs. The center of the cross will signify the exact location of the center of the monument to be set. Monuments will be drilled or punched after they have been set.

Manhole, valve box, and cleanout locations shall be painted on the pavement.

**Inspection and Acceptance of Work:**

The City reserves the right to make inspections and random checks of any portion of the staking and layout work. If, in the City’s opinion, the work is not being performed in a manner that will assure proper control and accuracy of the work, the City will order any or all of the staking and layout work to be redone at no additional cost.

**Measurement and Payment:**

Construction Surveying and Layout will be measured as a single complete item of work and paid at the lump sum price included in the bid schedule, which amount shall be considered full compensation for the work as described herein and required to provide all necessary survey stakes and control. The approved schedule showing the sequencing and percentage of the survey and layout work shall be the basis on which monthly progress payments shall be made. This schedule shall be subject to periodic review, at the request of either party, if the survey and layout work lags or accelerates. If necessary, the schedule will be revised to reflect changes in survey and layout progress. When approved, the revised schedule will become the basis for payment.

## ITEM 2 AS-BUILTS

**General:**

A full-size set of project red line drawings shall be kept on-site and updated on a weekly basis with a red pencil or red ink to reflect any field adjustments, changes, omissions, additions, etc. as they occur on the project. The City's inspector will check site as-builts on a weekly basis to ensure all modified project elements have been properly recorded on the field plan set.

The Contractor shall provide plan sheets for use in preparing final as-builts. Information shall be shown on these plans in red opaque ink, depicting the construction dimensions, elevations, grades, and materials including locations of existing underground utilities found during construction.

The Contractor shall exercise extreme care in handling any provided originals and will return them to the City in like condition. In the event the originals are damaged or determined by the City to be unacceptable, the Contractor shall replace the originals by contacting the Design Engineer of record and have new drawings produced. All costs incurred as a result of replacing the originals shall be borne by the Contractor. The City will be the sole judge in determining whether the as-builts are acceptable in either condition or detail.

All work included in the contract documents as well as changes to the contract shall be noted as correct or modified by either checking off the information if it is correct, or by drawing a neat line through the original data and writing in the correct information in red opaque ink if the information is incorrect. Unless noted otherwise below in the minimum as-built requirement section, station/offset measurement will be from construction centerline/monument line both parallel and transverse to roadway; added items or location changes shall be physically drawn at revised or new location on the as-builts; and all measurements and station should be to the nearest tenth foot.

The minimum requirements for as-built acceptance are as follows:

**Project Drawing Quantity Notations:**

Any project drawing or quantity summary sheet that shows a quantity on it that is incorrect shall be corrected by drawing a neat line through the original quantity and writing in the correct information. When space on the drawing does not allow room to indicate the corrections, a separate table may be drawn on a separate sheet with reference on both plan sheets to the plan sheet that the table refers to or to the sheet where the table is located.

**Existing/New Utilities:**

All underground infrastructure utilities, whether depicted on the Project Plans or not, shall be verified, corrected, or added to the as-builts noting the beginning and ending station/offset location and elevation of utility relative to finished roadway grade or other identifiable ground or permanent roadway/project feature. Any electrical installation work for street lighting or power connection shall be located relative to construction centerline/monument line or relative to back of curb and gutter (whichever is closer) including the depth of the facility.

**Removals:**

Dimensions and/or other volumetric descriptions and station/offset location of all removed items.

**Curb/Gutter/Valley Gutter:**

Beginning and ending station/offset location of straight curb/gutter/valley gutter runs relative to construction centerline/monument line; flow line elevation; and station/offset location of PCs and PTs.

**Driveway/Alley Entrances:**

Beginning and ending station/offset including driveway wings.

**Sidewalk:**

Beginning and ending station/offset and any other modification necessary to incorporate or avoid existing facility conflicts.

**Pipelines:**

When pipeline parallels the construction centerline/monument line, verify or correct the perpendicular distance between the two. When pipeline angles relative to the construction centerline/monument line or is in a curved roadway section, as-built measured straight pipe run distances, angle points, changes in size, fitting/tee locations tied-in with practical known construction centerline/monument line location or other easily verifiable permanent point.

Distances between fittings are from fitting centerline. Fire hydrant and catch basin branch lines are to be shown on profile including pipeline bends and collars. All project drawing pipeline cross-sections and profiles are to be corrected to reflect modified pipeline locations/alignments. Station and offset locations for sewer line laterals are from main line to ROW line with beginning/ending

line location tied to a monument or to a property corner. Locations where waterline cross curb and gutter are to be noted by stations. Where waterline run parallel to curb and gutter, note locations relative to back of curb or construction centerline/monument line (whichever is closer) including angle points and elevation.

**Manhole/Catch Basin/Valve/Cleanout/Tee:**

Beginning/ending station and offset. Stationing is to commence at the downstream manhole (or as depicted on drawings) with location of tap/wye/tee/lateral locations clearly noted.

**Landscaping and Irrigation:**

Note the beginning and ending station/offset/elevation including size of pipe, sleeve/pull-box, valve, water-service meter, water-service tap, bubbler & drip-line locations.

**Traffic Signal:**

Signal pole station/offset; electrical conduit, sleeve, controller cabinet, meter pedestal, battery back up, and pull box station/offset with distances of electrical conduit runs noted and tied in with known points.

**Roadway Striping/Signing:**

Any relocated signs shall be located by station/offset from construction centerline. Any change in roadway marking is to be noted on as-builts.

**Roadway Street Lighting:**

Street light poles are to be located by station and offset from construction centerline.

**Linear Items:**

Fences, walls, ditches, etc. should be located by station/offset and tied in with a permanent point.

The as-built drawings shall be certified by an Arizona Registered Land Surveyor. As-built drawings shall be delivered to the City's Contract Administrator within 30 calendars days from the date of final inspection and acceptance by the City of the work completed under this contract. Work under this bid item includes transfer of all information noted by the Contractor on the on-site as-built drawing set described above. Final payment will be made only after submitted as-builts are accepted by the City.

**Measurement and Payment:**

As-Builts will be measured as a single complete item of work and paid at the Lump Sum price for a complete item of work after approval by the City Engineer, and after the as-builts have been sealed by a registered surveyor, and as indicated on the Bid Schedule, which amount shall be considered full compensation for the work as described herein and required to clearly indicate all specific as-built information.

Final payment for work under this bid item will be made when the City accepts the final as-built. Should the Contractor fail to submit acceptable as-builts within the maximum 30 calendar day period noted above, the City will execute a deduct change order for 10 percent of the bid item total from the contract (or $2,500, whichever is greater) for every five (5) working day period that the Contractor fails to provide acceptable as-builts (not including City review time). If the Contractor fails to submit acceptable as-builts after the 3rd submittal, the City will deduct 50% from the bid item total from the contract (or $10,000, whichever is greater) and execute a final change odder nothing the City's justification for penalizing the contractor for unacceptable as-built preparation.

## ITEM 3 CONTRACTOR QUALITY CONTROL

**Description:**

The work under this section shall include the furnishing of all materials, personnel, and equipment necessary to price acceptable quality control in the production, handling, and placement of all materials in accordance with the MAG Uniform Standard Specifications Section 106 and these Special Provisions. The Contractor shall make arrangements to accommodate up to three (3) testing agencies for any given sample/test taken to correlate results. The City will, when necessary, provide Quality Assurance and/or Independent Assurance testing agencies to supplement the Contractor Quality Control testing agency.

**Measurement and Payment:**

Contractor Quality Control shall be measured as a single complete item of work and shall be paid at the lump sum price indicated on the Bid Schedule, which price shall be full compensation for the work as described herein. Contractor shall be required to provide an approved Quality Control Sample Checklist outlining the required testing and percentage of the Contractor Quality Control work, in which this checklist shall be the basis on which monthly progress payments shall be made. The Quality Control Sample Checklist shall be subject to periodic review, at the request of either party, if the actual progress lags or accelerates, the percentage may be revised to reflect changes of the overall progress of the project. When approved, the revised Checklist will become the basis for payment for subsequent monthly progress payments.

## ITEM 4 SWPPP/EROSION CONTROL

**Section 107.2.1** of MAG Standard Specifications is modified as follows:

**ADD:**

A. General Requirements:

The Project Plans may include preliminary erosion control measures and additional information to be included in the project's Storm Water Pollution Prevention Plan

(SWPPP). The contractor shall finalize the SWPPP before submitting a Notice of Intent (NOI) to ADEQ. Except for the NOI, all signatures required of the Contractor by the AZPDES Construction General Permit (CGP), including those required for the NOT, SWPPP, and inspection reports, shall be provided by a duly authorized representative of the Contractor, as defined in Part VIII.J.2 of said permit. Signature of the NOI shall be by a responsible corporate office, as defined by Part VIII.J.1 of the CGP.

The Project Plans may include descriptions of temporary and permanent erosion control measures; a project description; and site-specific diagrams indicating proposed locations where erosion and sediment control devices or pollution control measures may be required during successive construction stages. The Project Plans may also include an initial schedule detailing the proposed sequence of construction and related erosion control measures.

B. Submittals:

The Contractor shall submit two copies of the SWPPP, including all information specified herein, to the Construction Coordinator at the pre-construction conference, if possible, for approval. The SWPPP shall contain an executed letter of delegation which delegates the responsibilities for compliance with Arizona Construction General Permit and Site Storm Water Pollution Prevention Plan to the Contractor.

Submission of the Contractor's NOI shall certify that the Contractor and tis subcontractors have read and will comply with all provisions of the project specific SWPPP and the (current) ADEQ Arizona Pollutant Discharge Elimination System Construction General Permit (CGP).

**The Contract Administrator shall withhold the Notice to Proceed until an Authorization to Discharge from ADEQ has been issued to the Contractor, and a copy has been provided to the Contract Administrator.**

C. Contractor's Responsibilities

The Contractor shall review the preliminary information, including erosion control features and phasing, evaluate all SWPPP requirements for adequacy in addressing pollution prevention during construction, and prepare a SWPPP for review by the Construction Coordinator.

The Contractor shall designate the erosion control coordinator as an authorized representative of the Contractor in accordance with Part VIII.J.2 of the CGP. The erosion control coordinator shall be responsible for finalization and implementation of the SWPPP as well as all other applicable requirements of the CGP.

The SWPPP shall include all information required in the CGP, including a site map; identification of receiving waters and wetland impacted by the project; a list of potential pollutant sources; inspection schedule; any onsite or off-site material storage sites; additional or modified stormwater, erosion, and sediment controls; procedures for maintaining temporary and permanent erosion control measures; a list of the contractor's "good housekeeping practices"; and other permit requirements as stipulated in the CGP as well as other applicable state or local programs.

The Contractor shall give installation of permanent erosion control measures priority over reliance on temporary measures. Permanent erosion control measures and drainage structures shall be installed as soon as possible in the construction sequencing of the project, preferably concurrent with construction of the related sub-area of drainage device. However, except as specified in Part IV, Section B.2 of the CGP and approved by the City Engineer, erosion control measures shall be installed no later than 14 calendar days after construction activity has temporarily or permanently ceased for the affected sub-area.

Temporary or permanent sedimentation basins may be required for reducing or eliminating sediment for stormwater runoff. When required, such basins shall be completed before any clearing and grubbing of the site is initiated. The Contractor shall evaluate the need and attainability of installing sediment basins as described in the CGP and, if approved by the Construction Coordinator, incorporate the basins into the SWPPP as appropriate. The Project Plans may include sediment basins as part of the preliminary information. No additional payment will be made for such basins, the cost being considered as included in contract items.

The SWPPP shall identify and address erosion and pollution control at on-site fueling operations, waste piles, material storage sites, concrete washout areas, and off-site dedicated asphalt and concrete plants, contractor-use areas, storage areas, and support activity locations which are used solely for the project and are covered by the CGP. The SWPPP shall accommodate all requirements for the Contractor's "good housekeeping" procedures. In addition, the SWPP shall specifically identify the erosion control measures proposed by the Contractor during any vegetation removal and salvaging phases of the project.

The SWPPP shall specify the mechanism whereby revisions may be proposed throughout the project and incorporated into the Project Plans, including review and approval procedure. The Construction Coordinator and Contractor shall jointly approve and sign each revision to the SWPPP before implementation. Any subsequent submittals required by the Contractor to revise or update the SWPPP may require at least 48 hours for review.

Contractors and subcontractors responsible for implementing all or portions of the SWPPP shall be identified, with contact information, in the SWPPP, along with the measures for which they are responsible.

Within 10 calendar days from the SWPPP submittal, the Construction Coordinator will review the Contractor's SWPPP; the Contractor will include any additional revisions directed by the Construction Coordinator. The finalized SWPPP shall meet the terms and conditions of the CGP and be compatible with construction. Upon approval of the SWPPP, the Contractor shall file an NOI.

No clearing, grubbing, earthwork, or other work elements affected by the erosion control requirements in the SWPPP, shall be started until the SWPPP has been approved, the NOI completed and filed, copies of the NOI and Authorization to Discharge from ADEQ provided to the Contract Administrator, and the SWPPP implemented. The Contractor shall post the ADEQ Authorization Number in a conspicuous location, near the construction entrance or construction yard, whichever is more visible to the public.

The Contractor shall give attention to the effect of the Contractor's operations upon the landscape and shall take care to maintain natural surroundings undamaged and keep all operations within the project limits as defined on the Project Plans.

The Contractor shall maintain all related erosion control elements in proper working order throughout the project. Work under this section also includes inspections, record-keeping, and implementation of "good housekeeping". If existing erosion and sediment control measures (BMPs) need to be repaired, modified, or increased, implementation shall be completed with seven (7) calendar days or before the next rain event (whichever is sooner).

The approved SWPPP shall be updated whenever a change in design, construction method, operation, maintenance procedure, or other activity may cause a significant effect on the discharge of pollutants to surface waters, or when a change is proposed to the personnel responsible for implementing any portion of the SWPPP. The SWPPP shall also be amended if inspections indicate that the SWPPP is ineffective in eliminating or significantly reducing pollutants in the discharges from the contraction site. All necessary modifications to the SWPPP shall be made within seven calendar days following the inspection that revealed the deficiency.

The Contractor's erosion control coordinator shall maintain the SWPPP along with the completed inspection forms and other SZPDES records in a three-ring binder. The erosion control coordinator shall maintain a current copy of the SWPPP, including all associated records and forms, at the job site from the time construction begins until completion of the project. The SWPPP shall be available for public inspection and for use by the Construction Coordinator. The Contractor's erosion control coordinator shall maintain two copies of the SWPPP, in two separate binders, including amendments, inspection records, and all data used to complete the NOI and Notice of Termination (NOT) to the Construction Coordinator throughout the project. The Contractor shall submit one complete copy of the

SWPPP binder to the Construction Coordinator with the as-built plans and retain its own records for a period of at least three years from the filing of the Contractor's NOT.

No condition of the CGP or the SWPPP shall release the Contractor from any responsibilities or requirements under the other environmental statues or regulations.

D. Minimum Stormwater Control Measures:

**BMPs for Impaired or Unique Waters**

- Construction Entrances and Exits

Construction entrances and exits must be built using a bottom layer of filter fabric, covered by either coarse aggregate or large rock (approximately 3" in size) or an equivalent structural track-out device adequate to shake dirt loose from vehicles leaving the site. Additional measures must be taken if necessary to prevent vehicle track-out of dirt to the street. Any track-out to the street must be swept up daily. Construction entrances and exits must be permanently stabilized at the end of construction.

- Soil Stockpiles

Topsoil stockpiles, excavation spoils, and any other sedimentary piles must be covered with a tarp and contained by silt fence or other structural measure down-slope of the pile at the end of every work day. Stockpiles and spoils must be placed as far as possible away from the watercourse and other drainage ways. Unless the entire project site is located within the floodplain, stockpiles, and spoils must also be placed above the floodplain.

- Up-Slope Areas (Soil and Slope Stabilization)

The areas disturbed by construction that are located up-slope of the watercourse must be stabilized along contour lines at the toe of the slope by silt fence, vegetative cover, or other slope stabilization measure. All drainage paths drainage to the watercourse must be stabilized. Stabilization of these areas must be maintained throughout construction and until final stabilization is achieved.

- Construction Material and Equipment Storage Areas

Construction materials and equipment must be stored as far as possible away from the watercourse and other drainage ways. Unless the entire project site is located within the floodplain, construction materials and equipment must also be stored above the floodplain. Construction materials that contain toxic substances that may be washed away by rainfall must be covered to protect these materials from precipitation and elevated above-ground to prevent the runoff of pollutants.

"Good housekeeping" procedures must be used with any chemicals stored on site. Secondary containment must be installed around any chemical storage areas. Equipment storage areas must be contained using a protective structural BMP down gradient from the storage area. All unused construction materials must be removed from the construction site upon completion of the project.

- Waste Management

A designated area for collection of construction wastes and trash must be identified and used waste collection areas must be located as far as possible away from the watercourse and other drainage ways. Unless the entire project site is located within the floodplain, waste collection areas must also be located above the floodplain. The waste collection areas must be contained within a protective structural BMP to capture runoff. All dumpsters on the site must be covered to minimize contact with rainfall. Secondary containment must be provided around dumpsters to capture leakage. All waste materials must be removed from the construction site upon completion of the project.

- Vehicle and Equipment Maintenance

Vehicle and equipment maintenance areas must be located as far as possible away from the watercourse and other drainage ways. Unless the entire project site is located within a floodplain, vehicle and equipment maintenance areas must also be located above the floodplain. Any on-site vehicle and equipment maintenance areas must be contained within a protective structural BMP to capture leaks and spills. On-site maintenance areas must be lined with a strong, impervious material that will contain petroleum hydrocarbons and withstand mechanical stress due to vehicle traffic.

Vehicle or equipment break-downs that require repair at other locations on the site must be performed using drip pans or absorbent material to contain liquids. Maintenance of leaking vehicles or equipment must be performed immediately. Maintenance wastes must be promptly cleaned up, adequately contained, and properly disposed.

Vehicle or equipment washing areas must be located above the floodplain and as far as possible away from the watercourse and other drainage ways. Washing areas must be designed to contain wash water (lined) and prevent runoff (enclosed). No soap, solvents, or petroleum are allowed for washing equipment or vehicles on site. No steam cleaning of equipment or vehicles is allowed on site. All vehicle and equipment maintenance and washing areas must be removed from the construction site upon completion of the project.

- Concrete Wash-Out Area(s)

A designated area for concrete truck washing must be identified and used. The concrete wash-out area must also be located above the floodplain. The washout area must be

contained by constructing a temporary sub-surface pit or by using impervious structural barriers to contain concrete waste while it hardens. The wash-out area must be lined with an impervious material to hold water while it evaporates. The wash-out area must be built with adequate capacity to hold concrete wastes and potential rainfall and prevent overtopping and runoff.

Concrete transit mixers must be cleaned in the designated wash-out area only. Only concrete from the mixer truck chutes should be washed into the wash-out area. No other vehicles should be washed in the concrete wash-out area. Concrete wastes must be properly disposed of off-site upon completion of the project. All materials used to construct the temporary wash-out area must be removed from the construction site following construction. Ground disturbance at the wash-out area must be permanently stabilized at the end of construction.

- Concrete Handling

Materials and equipment used for mixing and pouring concrete must be stored as far as possible away from the watercourse and other drainage ways. Unless the entire project site is located within the floodplain, concrete materials and equipment must also be stored above the floodplain. Materials that may be washed away in rainfall must be covered to protect these materials from precipitation and stored above ground to prevent the runoff of pollutants. Avoid mixing excess amounts of fresh concrete on site to minimize wastes. Excess concrete must be disposed of in designated areas only. Runoff of wash water from washing and finishing concrete must be controlled by directing water to a contained area for storage and evaporation.

Apply concrete curing compounds during dry weather to prevent contaminants from washing away in stormwater runoff. Curing compounds must be applied carefully to prevent drift and runoff of toxic substances. Apply curing compounds close to the surface to minimize drift. Apply curing compounds carefully to prevent overspray. Cure water from concrete curing activities must be contained and properly handled as liquid waste.

Residue from grinding operations should be vacuumed and properly disposed. Saw cutting residue must be removed form the surface to prevent it from washing away in stormwater. Slurry residue must be contained and properly disposed of as liquid waste. Minimize drift of dust and blast material from blasting operations by working close to the surface. Waste water from blasting activity must be contained and disposed of properly.

- Pavement Construction/Asphalt Handling

Pavement materials and equipment must be stored as far as possible away from the watercourse and other drainage ways. Unless the entire project site is located within the floodplain, paving materials and equipment must also be stored above the floodplain.

Paving materials and equipment must be stored to prevent the runoff of pollutants in stormwater. Asphalt and sealants must be applied during dry weather to prevent contaminants from washing away in stormwater runoff. Spoils from existing roadways must be stockpiled above the floodplain and as far as possible away from the watercourse.

Use only non-toxic substances (no soaps) to coat asphalt transport trucks and asphalt spreading equipment. Drips and leaks from paving machines and equipment must be promptly cleaned up and properly disposed. Paving machines and equipment must be parked over drip pans or absorbent material to contain drips and leaks between uses.

If paving involves asphaltic concrete (AC), prevent sand or gravel placed over new asphalt from washing away in stormwater. Vacuum or sweep loose sand and gravel from the pavement and properly dispose of the wastes. During seal application and sweeping operations, contain petroleum or petroleum-covered aggregate and dispose of it properly to prevent runoff of pollutants in stormwater.

- Sanitary Waste Facilities

Provide a sufficient number of portable toilets on the site as necessary for construction personnel. Portable toilets must be located as far as possible away from the watercourse and other drainage ways. Unless the entire project site is located within the floodplain, portable toilets must also be located above the floodplain. Portable toilets must be secured to prevent overturning if there is any risk for high winds. Portable toilets must be maintained in good operating condition and regularly services to prevent overflow. Use only licensed sanitary and septic waste haulers for service.

**Measurement and Payment:**

Measurement and payment for work performed under this Bid Item shall be measured as a single complete item of work and paid at the lump sum price indicated on the Bid Schedule, which price shall be full compensation for the work as described herein. Contractor reimbursement shall be made in equal payment installments spanning the construction contract period. Contractor shall submit anticipated payment request table for approval in advance of first payment request submittal.

Price bid shall include all labor, materials, and equipment necessary to provide approved and acceptable SWPPP and Erosion Protection, in accordance with the Project Plans and these Special Provisions.

## ITEM 7 REMOVE TREE, DIAMETER > 12”

**Description**

Trees and other plant material that are to be removed shall be completely unearthed, including the root structure. The resultant void shall be filled with soil and compacted.

**Payment, Removal and Disposal of Trees:**

Payment for removal of trees will be on a unit price for each tree measured and removed, in accordance to the specifications. Payment shall include full compensation for furnishing all material, labor, tools, permits, and equipment to accomplish tree removal, including backfilling and compacting voids and hauling and disposal.

## ITEM 8 SUBGRADE PREPARATION

Conform to MAG Section 301 except as modified herein.

**Measurement:**

Subgrade Preparation will be measured by the square yard of area of new asphalt concrete pavement and shall include the amount needed to construct all subgrades for which permanent surfaces will be placed.

Project earthwork quantities shall not be measured separately with the exception for grading for drainage as provided in Items 59 and 60. Payment for earthwork items including roadway excavation, grading, and embankment shall be included in the unit price for Subgrade Preparation.

Prior to bidding the work, the Contractor shall thoroughly satisfy himself as to the actual conditions and earthwork quantities. No claim shall be made for any excess or deficiency therein.

## ITEM 9 AGGREGATE BASE COURSE, 8” THICK
## ITEM 10 AGGREGATE BASE COURSE, 12” THICK

Conform to MAG Section 310 except as addended herein.

Aggregate base course (ABC) shall consist of new material only and shall be furnished from an approved supplier. No recycled material, asphalt, concrete, organic, etc. material shall be used to haul, prepare, construct, or compact aggregate base course or native material as detailed in the Project Plans and these Special Provisions unless previously authorized in writing by the City.

Measurement and Payment shall be made on the basis of the contract unit price bid per square yard basis at the thicknesses indicated on the Project Plans and the Bid Schedule, complete in place.

**ITEM 11 1.5" ASPHALT CONCRETE PAVEMENT (A12.5mm ARTERIAL SUPERPAVE)**
**ITEM 12 3" ASPHALT CONCRETE PAVEMENT (A12.5mm ARTERIAL SUPERPAVE)**
**ITEM 13 4" ASPHALT CONCRETE PAVEMENT (A19.0mm ARTERIAL SUPERPAVE )**
**ITEM 14 3" ASPHALT CONCRETE PAVEMENT (R12.5mm RESIDENTIAL MIX)**

Conform to MAG Section 325 and MAG Section 336 except as modified herein.

Measurement and Payment shall be made on the basis of the contract unit price bid per square yard at the thicknesses indicated on the Project Plans and the Bid Schedule, complete in place.

**ITEM 15 PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) 9" THICK MODIFIED WITH FIBER MESH, CLASS A, MAG SECTION 725**

Conform to MAG Section 324 and MAG Section 725 except as modified herein.

**Materials:**

Concrete pavement shall be constructed as 9 inch thick concrete, Class A in accordance with MAG Section 725 including all City of Buckeye supplements.

Concrete pavement shall be constructed with fiber mesh. Fiber mesh shall be in compliance with the City of Buckeye Master Approved Materials List.

**Measurement and Payment:**

Measurement and Payment shall be made on the basis of the contract unit price bid per square yard at the thickness indicated on the Project Plans and the Bid Schedule, complete in place.

**ITEM 16 BITUMINOUS TACK COAT SS-1h, DILUTED**

Conform to MAG Section 315 and MAG Section 713.

Measurement and Payment shall be made on the basis of the contract unit price bid per ton at the thicknesses indicated on the Project Plans and the Bid Schedule, complete in place. No additional payment shall be made for applying bituminous tack coat, the costs being considered included in this item.

## CONCRETE CURB & GUTTER TRANSITIONS

Concrete curb and gutter transitions shall be constructed in accordance with the Project Plans and any applicable MAG Uniform Standard Details and Specifications. No separate measurement and payment will be provided for concrete curb and gutter transitions, the price is considered included in the price of adjacent curb and gutter.

## ITEM 21 MEDIAN PAVERS PER COB DTL 63206

Conform to MAG Section 342 and MAG Section 725 except as modified herein.

**Construction Requirements:**

Median Pavers shall be constructed to the specifications of COB Dtl 63206 and details shown on the Project Plans.

Colors and Patterns: Median Pavers shall be colors of vegas brown and charcoal. Pattern per the City of Buckeye Arterial Gateway Guide – Appendix G Hardscape Tool: Pavers-Nature: Mountain Paver Theme.

Measurement and Payment shall be made on the basis of the contract unit price bid per square feet at the thickness indicated on the Project Plans and the bid schedule, complete in place.

## CONCRETE CURB RAMPS

## ITEM 22 INTERSECTION MEDIAN CURB RAMP PER DETAIL SHEET 45
## ITEM 23 DIRECTIONAL CURB RAMP PER DETAIL SHEETS 47 & 48
## ITEM 24 CURB RAMP PER SPECIAL DETAIL SHEET 48

Concrete curb ramps shall be constructed in accordance with MAG Uniform Standard Specification Section 340, except as modified herein.

Concrete curb ramps shall be constructed in accordance with MAG Uniform Standard Specification Section 340 and MAG Section 725 applicable MAG Uniform Standard Details, City of Buckeye Engineering Design Standards and Details Section 6-3.209, Addendum No. SP 5, and details shown on the Project Plans.

Item 22 is in reference to the curb ramps at the Miller Road and Lower Buckeye Road intersection. The ramp geometry and grading information can be found on sheet 45 of the Project Plans.

Item 23 is in reference to the curb ramps at the Magnolia Lane, Watkins Street, Hess Lane, Durango Street, and Pima Street intersections. The ramp geometry and grading information can be found on sheets 46, 47, and 48 of the Project Plans.

Item 24 is in reference to the curb ramp at Driveway STA 52+80, located at the Chevron Gas Station on the southeast corner of Miller Road and Durango Street. The ramp geometry and grading information can be found on sheet 48 of the Project Plans.

Contractor shall verify all curb ramps constructed comply with the design specifications indicated in the 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). Longitudinal slopes of ramp runs shall not exceed 12:1 at any location, and no ramp, landing, or other pedestrian pathway cross shape shall exceed 2.0% maximum.

Measurement and Payment for concrete curb ramps shall be made on the basis of the contract unit price bid per each curb ramp indicated on the Project Plans, complete in place, which shall include ramp landing, ramp curb, detectable warnings, subgrade preparation, and other ancillary items necessary for installation.

## ITEM 25 CONCRETE APRON AND VALLEY GUTTER , MAG DETAIL 240

Conform to MAG Section 340 except as modified herein.

Concrete apron and valley gutter shall be constructed with fiber mesh. Fiber mesh shall be in compliance with the City of Buckeye Master Approved Materials List. No separate measurement or payment will be made for the fiber mesh, the price is considered included in the contract unit price of the valley gutter.

## ITEM 26 BUS BAY TYPE 1, COP DTL P1256-1

Conform to MAG Section 340 and Section 725 except as modified herein.

Bus bays shall be constructed in accordance with MAG Uniform Standard Specification Section 340, MAG Section 725, City of Phoenix Detail P1256-1, applicable MAG Uniform Standard Details, and any details shown on the Project Plans.

Measurement and Payment for bus bays shall be made on the basis of the contract unit price bid per each bus bay indicated on the Project Plans, complete in place, which shall include curb, concrete pavement, subgrade preparation, and other ancillary items necessary for installation.

## ITEM 27 CONCRETE BUS PAD PER COP DTL P1261

Conform to MAG Section 340 and Section 725 except as modified herein.

Bus pads shall be constructed in accordance with MAG Uniform Standard Specification Section 340, MAG Section 725, City of Phoenix Detail P1261, applicable MAG Uniform Standard Details, and any details shown on the Project Plans.

Measurement and Payment for bus pads shall be made on the basis of the contract unit price bid per each bus pad indicated on the Project Plans, complete in place, which shall include concrete pad, subgrade preparation, and other ancillary items necessary for installation.

## ITEM 28 ADJUST MANHOLE FRAME & COVER PER MAG DET 422

Conform to MAG Section 625 and Section 626 except as modified herein.

Contractor shall use MAG Detail 422-2 for all sewer manhole adjustments to grade. Contractor shall use corrosion resistant rings for all sewer manhole adjustments to grade.

Should the manhole adjustment conflict with proposed curb & gutter, the contractor shall contact the City Engineer prior to forming the curb & gutter and adjusting the manhole to grade, and provide the City Engineer the location of the manhole cone structure. The contactor shall rotate the manhole cone section to position the manhole frame & cover outside of the curb & gutter prior to adjusting manhole frame and cover to grade. Should the manhole cone structure not be able to rotate outside of the curb & gutter, the contractor shall retrofit the manhole per MAG Standard Detail 272 at no additional cost. The Contractor shall verify the adjustment with the City Engineer prior to completing any work.

## REMOVAL OF ITEMS

Conform to MAG Section 350 in its entirety except as modified herein.

Saw cuts at the points of abutting existing pavements will be required. This shall include existing bituminous pavement, Portland cement concrete pavement, sidewalks, driveways, and parking lots where new construction shall match the grade of existing surfaces that are to remain where called for on the Project Plans or where designated by the Engineer. No separate measurement or payment will be made for sawcutting of concreate or asphalt.

Existing pavements which are to be matched by pavement widening or pavement extension shall be trimmed to a neat true line with straight vertical edges free from irregularities with a saw specifically designed for this purpose. No wheel cutting will be allowed. Saw cuts shall be made to a minimum depth of 1½ inches and in all cases deep enough to insure a neat vertical joint.

The existing pavement shall be cut and trimmed after placement of the required ABC and just prior to placement of asphalt concrete for pavement of widening or extension, and the trimmed edges shall be painted with a light coat of asphalt cement or emulsified asphalt immediately prior to constructing the new abutting asphalt concrete pavements.

Removal of Concrete Curb & Gutter, Valley Gutter, Sidewalk, Driveways and Slabs shall be to the nearest existing expansion or tooled joints unless otherwise approved by the Construction Manager. If adjacent curb or sidewalk has previously been cracked or damaged by no fault of the

Contractor, and with direction of the Construction Manager, additional sections may be removed and replaced.

Remove and Salvage Traffic Sign Assembly shall consist of salvaging existing sign panels and posts, removing and disposing of the existing foundations, backfilling and compacting all voids, and restoring the existing surface to match previous existing conditions. The sign panels and posts shall be dismantled in a manner that will prevent damage. Concrete sign foundations shall be disposed of by the contractor. The quantity measured for Remove and Salvage Traffic Sign Assembly includes all sign panels and posts that are a part of the assembly.

Remove and salvage of existing traffic signal equipment at Miller Road/Lower Buckeye Road, Miller Road/Durango Street, and Miller Road/Pima Street shall be completed as shown in the project removal plan sheets. Removal of poles shall include removal of the signal pole foundations a minimum of 3 feet below finished grade. Removal of foundations for Type A or Type PB poles shall be removed completely. Traffic signal equipment to be removed shall be carefully removed and delivered at no additional cost to the City of Buckeye Public Works Department at 23454 W. MC Highway 85 Buckeye, AZ. Traffic signal equipment designated to be relocated shall be carefully removed and relocated to the location shown on the plans without damage. Damaged or destroyed traffic signal equipment as a result of the Contractor's operations shall be replaced by the Contractor at no additional cost to the City. The work associated with this item includes the materials, tools, and labor necessary to patch existing signal poles and equipment. Patching is considered incidental to the removal item. Summary of the removal items is provided below for each location and shall include all other items associated with removing and salvaging traffic signals.

| Location | Traffic Signal Removal Items |
|---|---|
| Miller Road/Lower Buckeye Road | No. 7 with extension pull boxes<br>Control Cabinet and Foundation<br>Meter Pedestal and Foundation<br>Battery Backup and Foundation<br>Type Q Pole and Foundation<br>ADOT Signal Mast Arm<br>5-Section Signal Heads<br>3-Section Signal Heads<br>Internally Illuminated Street Name Signs<br>Luminaires<br>Emergency Vehicle Pre-Emption<br>Mounting Assemblies |
| Miller Road/Durango Street | No. 7 with extension pull box<br>Type A Poles and Foundations<br>Manhole Cover<br>5-Section Signal Heads<br>3-Section Signal Heads<br>Mounting Assemblies |

| Location | Traffic Signal Removal Items |
|---|---|
| Miller Road/Pima Street | Type PB Poles and Foundations<br>Push Buttons<br>5-Section Signal Heads<br>3-Section Signal Heads |

Measurement and Payment of removal items includes:

- Remove Ditch Concrete Lined Ditch, Concrete Irrigation Ditch, Wall, and Fence shall be measured and paid for by the linear feet, which shall include backfill of voids, compaction, hauling and disposal.
- Remove Sidewalk, Concrete Driveways and Slabs shall be measured and paid for per square foot.
- Remove Existing Pavement will be measured and paid for per square yard, which shall include all pavement removal as shown on the Project Plans.
- Remove and Salvage Traffic Sign Assembly shall be measured and paid for each sign assembly, which shall include removal of the sign foundation.
- Remove and salvage of existing traffic signal equipment shall be measured and paid as a lump sum cost for each intersection with signal equipment removed and salvaged.

The accepted quantities of the items provided above, measured as provided above, will be paid for at the contract unit price per units provided above which price shall be full compensation for the work, complete in place.

No payment will be made for saw cutting. The cost shall be incidental to the respective price for bid items to remove asphalt or concrete.

## ITEM 50 NEW FENCE, MATCH IN-KIND

Contractor shall identify and verify the material of existing fence being replaced along the property and replace in-kind with the approval of the City Engineer and Property Owner. Prior to removal of the existing fence, the Contractor shall take photographs to document the existing fence type and condition, which shall be provided to the Engineer.

Measurement and Payment for new fence shall be made on the basis of the contract unit price bid per linear feet fence indicated on the Project Plans, complete in place, which shall include fence material, fence posts, subgrade preparation, and other ancillary items necessary for installation.

## ITEM 51 DECOMPOSED GRANITE, 1” AGG. SIZE, 2” THICK, SADDLEBACK BROWN COLOR

Conform to MAG Section 430 and MAG Section 795 except as modified herein.

**Construction Requirements:**

Decomposed Granite shall be placed in accordance to details shown on the Project Plans.

Decomposed Granite shall be screened to an aggregate size of 1-inch. Installed decomposed granite shall be raked to remove any irregularities. Installation shall provide a 2-inch depth of decomposed granite after compacting.

Colors: Decomposed Granite shall be Saddleback Brown color per COB Arterial Gateway Guide Appendix G Hardscape Tool: Inert Material Nature: Mountain Theme.

Measurement and Payment for new Decomposed Granite shall be made on the basis of the contract unit price bid per square yard indicated on the Project Plans, complete in place, which shall include subgrade preparation, placement, and other ancillary items necessary for installation.

## ITEM 52 SCHEDULE 80 PVC 6" IRRIGATION SLEEVE, SPEARS OR EQUAL, SEE DETAIL SHEET 7

Conform to MAG Detail 612-2 as modified herein.

**Construction Requirements:**

Contractor shall install Irrigation Sleeve as shown in the Irrigation Sleeving Detail as shown in the Project Plans on sheet 7.

Measurement and Payment for new Irrigation Sleeving shall be made on the basis of the contract unit price bid per linear feet indicated on the Project Plans, complete in place, which shall include subgrade preparation, placement, and other ancillary items necessary for installation.

## ITEM 53 HEADWALL, MAG DET 501, 'U' TYPE, 36" PIPE

Conform to MAG Section 601, MAG Section 618, and MAG Section 725 except as modified herein.

Contractor shall provide a detail for attaching and tying-in the existing concrete lined irrigation ditch to the new headwall for approval by the City Engineer prior to construction.

## ITEM 59 EARTHWORK FOR RETENTION BASINS
## ITEM 60 CHANNEL EXCAVATION

For excavation and construction of retention basins, channels/washes, roadside swales, berms, ditches, and irrigation channels, conform to MAG Sections 210, 211, and 215 except as modified herein:

Earthwork/grading for drainage for retention/detention basins, channels/washes, roadside swales, berms, ditches, earthen irrigation channels, etc. shall include clearing/grubbing, stripping, excavation, fill, backfill, removal of unsuitable materials, grading, and disposal of excavated and removed material. Limits shall extend from limits of roadway excavation, where adjacent to proposed roadway construction, and extend to locations where grading will match existing. Scope under this item shall also include all associated work necessary to excavate, transport, grade, and compact excess haul material to adjacent City properties where directed by City staff.

Open channels and ditches for the purposes of this section shall mean open lined (concrete, rip rap, or other material) or unlined channels and lined or unlined trapezoidal, triangular, or irregular channels or ditches.

All retention/detention basins shall have sideslopes and adjacent tops of berms compacted per MAG Standard Specifications. All basin bottoms shall be compacted then overexcavated at the time of final project acceptance by the City Engineer. Basin bottom material shall be loose and overexcavated to a depth of no less than 12 inches to allow for natural percolation. Percolation rates will need to be collected by the contractor during time of construction for each retention/detention basins. A minimum percolation rate of 2.1 in/hr must be achieved for each retention/detention basin. If minimum percolation cannot be achieved contractor must scarify existing soil or import soil with increased permeability and reperform the percolation test. Bottom windrows shall be parallel to adjacent roadways.

Structural backfill shall be placed against all concrete structures, including collars and manholes, and compacted per MAG Standard Specifications Section 226, and not less than 100%. All other compaction shall be no less than 95% when not within the roadway excavation limits.

Measurement of earthwork for retention basins and channel excavation will be measured by the cubic yard as indicated on Project Plans. Payment shall be made on the basis of the contract unit price per cubic yard and shall include all labor, materials, equipment, hauling & removal, and disposal of excess excavated material and debris necessary to provide earthwork for drainage in accordance with the Project Plans and these Special Provisions.

## ITEM 71 RELOCATE SIGN ASSEMBLY
## ITEM 72 RELOCATE TYPE III BARRICADE

Conform to MAG Section 772 and MCDOT Supplement to MAG Specifications Section 351, except as modified herein.

Relocation of the sign assembly shall consist of the Contractor removing the existing sign post foundation, disposing of the existing sign post, storing the existing sign assembly, and reinstalling the sign assembly on a new sign post and foundation.

Relocation of Type III Barricade shall consist of the Contractor removing the existing sign foundations, storing the barricade panels and sign posts, and reinstalling on new sign post foundations.

Measurement and payment of relocate sign assembly shall be made on the basis of each assembly relocated, which shall include removal of sign post foundation, disposing of the existing sign post, and relocating the sign assembly. This item does not include the cost of new sign posts or sign post foundations, which is included as separate bid items.

Measurement and payment of relocate Type III barricade shall be made on the basis of each barricade relocated, which shall include removal of sign post foundation, and relocating the sign assembly and posts. This item does not include the cost of new sign post foundations, which is included as a separate bid item.

## ITEM 73 REMOVE THERMOPLASTIC STRIPE
## ITEM 74 REMOVE THERMOPLASTIC LEFT ARROW
## ITEM 75 REMOVE THERMOPLASTIC RIGHT ARROW
## ITEM 76 REMOVE THERMOPLASTIC LEGEND ONLY
## ITEM 77 REMOVE RAISED PAVEMENT MARKER

Conform to MCDOT Supplement to MAG Specifications Section 460, except as modified herein.

The Contractor shall remove all existing pavement markings and striping in conflict with the final striping plan by ultra high pressure water (36,000 psi) or by sand blasting. All removal methods shall be done in conformance with EPA requirements. If the removal of striping causes a depression of 1/8 inch or greater in the pavement surface the Contractor shall fill and slurry seal the area per MAG specifications 713 and 715, Type II. Black paint will not be accepted.

The Contractor shall remove raised pavement markers in conflict with the final striping plan by approved methods authorized by the City Inspector.

**ITEM 78 4 IN WHITE TRAFFIC PAINT STRIPE**
**ITEM 79 4 IN YELLOW TRAFFIC PAINT STRIPE**
**ITEM 80 PAINT SYMBOL LEFT TURN ARROW**
**ITEM 81 PAINT SYMBOL RIGHT TURN ARROW**
**ITEM 82 PAINT SYMBOL STRAIGHT ARROW**
**ITEM 83 PAINT SYMBOL BIKE LANE MARKING SET**
**ITEM 84 PAINT MEDIAN NOSE**
**ITEM 85 PAINT SLIP LANE NOSE**
**ITEM 86 PAINT LEGEND ONLY**
**ITEM 87 PAINT YIELD MARKING ARROW SET**

Conform to MCDOT Supplement to MAG Specifications Section 461, except as modified herein.

All traffic paint stripes shall meet City of Buckeye standards and requirements.

Paint Slip Lane Nose shall conform to Detail PM1 in the Plans.

**ITEM 88 4 IN WHITE THERMOPLASTIC TRAFFIC STRIPE**
**ITEM 89 4 IN YELLOW THERMOPLASTIC TRAFFIC STRIPE**
**ITEM 90 THERMOPLASTIC/PREFORMED SYMBOL LEFT TURN ARROW**
**ITEM 91 THERMOPLASTIC/PREFORMED SYMBOL RIGHT TURN ARROW**
**ITEM 92 THERMOPLASTIC/PREFORMED SYMBOL BIKE LANE MARKING SET**
**ITEM 93 THERMOPLASTIC/PREFORMED LEGEND ONLY**
**ITEM 94 THERMOPLASTIC/PREFORMED YIELD MARKING ARROW SET**
**ITEM 95 PORTLAND CEMENT, REMOVAL OF CURING COMPOUND FOR THERMOPLASTIC APPLICATION**
**ITEM 96 PORTLAND CEMENT, APPLICATION OF PRIMER-SEALER FOR THERMOPLASTIC APPLICATION**

Conform to MCDOT Supplement to MAG Specifications Section 462.

**ITEM 97 REFLECTORIZED RAISED PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)**
**ITEM 98 REFLECTORIZED RAISED PAVEMENT MARKER (TYPE G, CLEAR, 1-WAY)**
**ITEM 99 REFLECTORIZED RAISED PAVEMENT MARKER (TYPE BB, BLUE, 2-WAY)**

Conform to MCDOT Supplement to MAG Specifications Section 463.

## ITEM 100 PERFORATED SIGN POST (2" SQUARE)
## ITEM 101 PERFORATED SIGN POST FOUNDATION (COB DTL 65120)
## ITEM 102 PERFORATED SIGN POST FOUNDATION (ADOT DTL S-3)

Conform to MCDOT Supplement to MAG Specifications Section 464, except as modified herein.

All perforated sign posts shall be 2" square and shall adhere to City of Buckeye standards.

All sign post foundations will adhere to City of Buckeye standards, with the exception of the relocated Type III barricades, which will require ADOT standard sign post foundations.

## ITEM 103 FLAT SHEET ALUMINUM SIGN PANEL, DIAMOND GRADE

Conform to MCDOT Supplement to MAG Specifications Section 465, except as modified herein.

All signage within the project limits shall be constructed with Diamond Grade retroreflective sheeting.

## ITEM 107 INTERNALLY ILLUMINATED STREET NAME SIGN

**Description:**

The work under this section shall also consist of furnishing and installing Internally Illuminated Street Name Signs (IISNS) and all roadside sign panel as indicated on the plans and constructed in accordance with City of Buckeye Standard Details, City of Buckeye Specifications, and the plans.

**Construction Requirements:**

All IISNS cabinets shall be mounted on traffic signal poles or on Trombone style mast arms as shown on the Plans and per the City of Buckeye Standard Details.

The contractor shall drill a 0.5-inch hole in the traffic signal pole for the primary on the side of the pole that will display the front side of the sign cabinet. The hole shall be tapped for threaded fitting. The final tapped fitting shall be fitted with a watertight seal when the sign cabinet is installed.

All screws and bolts used for mounting sign cabinets shall have a threaded locking compound applied prior to installation.

The IISNS cable shall run unspliced from each IISNS to the nearest pull box.

**Method of Measurement:**

Internally Illuminated Street Names Signs will be measured at the unit price for each item furnished and installed, complete and in place, as specified in the Bid Schedule.

**Basis of Payment:**

Payment for Internally Illuminated Street Names Signs will be made at the unit price for each item furnished and installed, which price shall be full compensation for the items, complete as described and as shown on the plans.

**ITEM 109 NO. 9 PULL BOX**
**ITEM 110 NO. 7 PULL BOX WITH EXTENSION**
**ITEM 111 ELECTRICAL CONDUIT (2") (PVC)**
**ITEM 112 ELECTRICAL CONDUIT (2-2") (PVC)**
**ITEM 113 ELECTRICAL CONDUIT (2-3") (PVC)**
**ITEM 114 ELECTRICAL CONDUIT (3-3") (PVC)**
**ITEM 115 ELECTRICAL CONDUIT (2 ½") (PVC)**
**ITEM 151 ITS CONDUIT (3-2") (PVC) (TRENCH)**
**ITEM 152 ITS CONDUIT (2 7-WAY MICRODUCT) (TRENCH)**
**ITEM 153 ITS CONDUIT (2 7-WAY MICRODUCT) (DIRECTIONAL DRILL)**
**ITEM 156 APS PULL BOX (APS FURNISHED, CONTRACTOR INSTALLED)**
**ITEM 157 ELECTRICAL CONDUIT (1") (CARFLEX LIQUID TIGHT FLEXIBLE NON-METALLIC)**
**ITEM 158 SCH. 40 PVC ELECTRICAL CONDUIT, 2½ IN WITH ¼ IN NYL PR #8 BARE COPPER WIRE TRENCH**

**General:**

Electrical underground shall be done in accordance with ADOT Traffic Signal and Lighting Standard Details current edition, ADOT Standard Specifications for Road and Bridge Construction, current edition, Section 732, except as specified herein, the City of Buckeye Engineering Design Standards, City of Buckeye Standard Details, APS Standard Specifications, where applicable, and the traffic signal and street lighting plans.

**Description:**

The work under this section consists of the furnishing and installing electrical conduit, conductors and pull bull boxes for traffic signal, ITS, and street lighting including excavating, drilling, backfilling, and compacting at the locations designated on the plans, details, and these specifications.

**Materials:**

a) **7-Way Multi-Duct:**

The 7-Way Multi-Duct materials shall be the following with no substitutions allowed:

a. Dura Line Corporation FuturePath® Non-Armored with Red HDPE - 0.070-in Sheath, 7-way x 18/14 mm Micro-ducts, ADDD 2177:

    i. Micro-ducts Colors: Blue, Brown, Green, Grey, Orange, Red & White

    ii. Dura-Line Part Numbers:

        1. 10016272 (2,500' on a 90" reel)

        2. 10016273 (3,500' on a 96" reel)

        3. 10016274 (4,000' on a 102" reel)

        4. 10016275 (4,500' on a 102" reel)

b. Straight Couplers: Dura Line Corporation 18/14mm, Part Number 20001518

c. MicroDuct/MicroCable Sealing End Cap

    i. Dura-Line Part Number 20005189 (18/14mm Sealing End Cap)

    ii. Other Dura-Line products needed to fit proposed fiber optic cables

d. MicroDuct End Cap

    i. Dura-Line Part Number 20001485 (18/14mm End Cap)

e. Sealing Voids in FuturePath® Located Between the MicroDucts and Oversheath

    i. Per Dura-Line TECHNICAL BULLETIN: DCEB-08008 called FuturePath® - Recommended Void Sealing Methods

The 7-Way Multi-Duct shall be furnished in one continuous length, with no couplings or splicing outside pull boxes, and of lengths sufficient to complete runs between No.9 Pull Boxes.

**b) PVC and HDPE Conduit:**

All street lighting, and traffic signal conduit shall meet the specifications for Schedule 40 PVC per City of Buckeye Standard Details and Approved Materials List.

All street lighting pull boxes shall meet all City of Buckeye Engineering Design Standards and Details and APS Standard Specifications.

Pull tape shall have a minimum of 2500 lbs pulling capacity and shall be installed in all unused conduits.

Fiber optic conduit warning tape shall be 4 mil non detectable plastic warning tape and shall be placed 12 inches to 16 inches below finished subgrade. Tape shall have a continuous permanently imprinted message every 36 inches with, "CAUTION BURIED FIBER OPTIC LINE BELOW".

Tracer wire shall be THW wire 12 AWG. One 12 AWG tracer wire is required to be installed in each 2 inch conduits.

**c) Plugs and Caps:**

All plugs or caps used on the ends of occupied and unoccupied conduits, innerducts, and microducts shall be corrosion-proof, removable, reusable, water-tight, and vermin resistant end treatment recommended by the manufacturer to prevent intrusion of water, mud, gravel, rodents, etc. Duct tape or similar material shall not be used for sealing conduit ends.

The 7-Way Multi-Duct shall be capped and sealed in the following areas:

a. Between each microduct and microcable
b. With an end cap for any exposed unoccupied microducts
c. Voids in 7-Way Multi-Duct located between the microducts and oversheath
d. Around 7-Way Multi-Duct when placed into a conduit or sleeve

**Construction Requirements:**

All construction shall be performed in accordance with the Project Plans. Where not included in the Project Plans, the work under this item shall be installed per Section 732 of the ADOT Standard Specifications.

*Pull Boxes:*

All traffic signal and ITS pull boxes, except APS electrical junction boxes, shall be provided and installed by the Contractor as specified on the plans and in accordance with ADOT, the City of Buckeye Standard Details, these specifications, and the plans.

Traffic Signal Pull Box covers shall be marked as "TRAFFIC SIGNAL".

Interconnect Conduit Splice Box cover shall be marked as "COB ITS".

All street lighting pull boxes shall be provided by APS shall and installed by the Contractor as specified in the plans and in conformance to APS standards and specifications. Work under these items includes coordination, picking up, and/or delivery to the site, installation of each APS supplied pull box, and all appurtenance required by APS to be installed on conformance with APS specifications.

APS Electrical Junction Box Cover shall be marked "C.O.B. STREET LIGHTING".

All City of Buckeye No. 7 pull boxes with extension shall be a Christy Fibrelyte 20-inch-deep box with an 8-inch extension, with bolt down lids and Pentahead locking bolts.

*Conduit:*

The electric power company is Arizona Public Service (APS). The Contractor shall contact Bobby Garza at (602) 371-7989 at least thirty-days (30) prior to construction for APS traffic signal and street lighting to coordinate installation requirements for the APS conduit installation and service point of delivery (POD).

The Contractor shall provide and install 2-1/2-inch conduit for APS street lighting conduit and traffic signal service connection conduit from the POD to the traffic signal meter pedestal and street lighting junction box.

The Contractor shall trench, bore, and install street lighting and traffic signal conduit at the locations indicated on the Project Plans. The conduit size shall be provided and installed at a depth per City of Buckeye Standard Details.

Prior to construction, the Contractor shall pothole all electrical conduit runs at locations where potential conflicts exist ahead of all underground work to allow for sufficient time to resolve any conflicts without impact to construction schedule. The cost associated with this item shall be incidental to the work and shall NOT have a separate pay item. Hand digging is considered a form of potholing and is included in the cost associated with this item. Trenching, back filling, replacing pavement, temporary pavement/subgrade/subbase curb and gutter, sidewalk and any additional traffic control including steel plates are considered incidental to this item and not paid separately.

Prior approval from the City is necessary to install conduit under existing pavement using an open trench. Open trench excavation shall be done in accordance with City of Buckeye requirements and per the construction plans. The Contractor shall replace all pavement structural section layers removed during excavation, within the limits of the excavation and using methods and materials, which will not in any way diminish the pavement performance.

New runs of HDPE and 7-Way Multi-Duct conduit shall be continuous from pull box to pull box, except at Engineer approved splicing locations.

*7-way Multi-duct:*

The 7-Way Multi-Duct shall be installed in one continuous length, between No.9 pull boxes, with no couplings or splicing outside the pull boxes, unless approved by the Engineer. All proposed 7-Way Multi-Duct locations shall be pre-approved by the Engineer.

Six of the seven micro-ducts (colors: Blue, Brown, Green, Grey, Red & White) shall be installed in one continuous length through the No.9 pull boxes. A straight coupler for each micro-duct is permitted within the No.9 pull box to achieve the continuous lengths.

The Orange micro-duct shall be cut within each No.9 pull box, leaving a minimum length of 2 feet inside the pull box with 1 foot or more accessible from each side of the pull box.

Mid-span splices of the 7-Way Multi-Duct shall be approved by Engineer prior to splicing.

Mid-span splices, Grounding of the armored sheath (if required), and bonding of the 7-Way Multi-Duct shall follow Dura-Line Technical Bulletin: DCEB-09003. Bonding clamps shall be used to create a continuous electrical bond of the armored sheathing between No. 9 pull boxes (if required)

**Measurement:**

*Pull Boxes*

Pull boxes shall be measured as each, which includes providing the specified pull boxes, picking up of APS provided pull boxes, and installation in accordance with the specifications identified with this document and on the plans.

*Conduit*

Conduit shall be measured per linear foot of trenching or directional boring for each diameter size and type. Conduit shall be measured in accordance with the ADOT Standard Specifications, Section 732-4.

Directional drilled electrical conduit will be measured by the linear foot from the nearest edge of drill pit to the nearest edge of drill pit.

**Payment:**

*Pull Boxes*

Payment for pull boxes will be paid for at the unit price as measured above and indicated in the Schedule of Bid items. Payment will be made for work complete in place, as described herein and on the plans, including any excavation, backfilling, materials, labor, tools, and equipment necessary to complete the work in place.

Payment for trench or direction bore of conduit will be paid for at the contract unit price as measured above and indicated on the Schedule of Bid items. Payment will be made for the work complete in place, including excavation, backfilling, boring, conduit, slurry, fittings, pull rope, restoration of the surface, materials, labor, tools, and equipment necessary to complete the work in place.

No measurement or direct payment will be made for tracer wire, pull tape, vertical conduits and conduit sweeps, conduit in pull boxes, conduit in foundations, expansion joints, clearing and grubbing, hand digging if required, concrete encasement, felt paper or use of ABC slurry (if required to meet utility company requirements), the costs being considered as included in the contract price for the conduit items.

No measurement or direct payment shall be made for saw cutting, boring, trenching, pavement removal, disposal and pavement replacement done as part of conduit installation, the cost being considered as included in the contract unit price for the conduit items.

## ITEM 116 POLE FOUNDATION (TYPE A)
## ITEM 117 POLE FOUNDATION (TYPE G)
## ITEM 118 POLE FOUNDATION (TROMBONE 50 FT SMA TO 55 FT SMA)
## ITEM 119 POLE FOUNDATION, TYPE PB (PUSH BUTTON)

**Description:**

The work under these items is for the installation of new traffic signal pole foundations.

**Construction Requirements:**

Traffic signal pole foundations for Type A and Type G poles shall follow ADOT traffic signal standard details and specifications. Traffic signal pole foundations for City of Buckeye Trombone poles and ped push button posts shall follow City of Buckeye standard details and specifications.

**Method of Measurement:**

Foundations will be measured as a unit for each foundation constructed. This includes the concrete, reinforcing steel, conduit, ground system, anchor bolts, mounting hardware, and all incidentals necessary to complete the foundation.

**Basis of Payment:**

The accepted quantities of foundations, measured as provided above, will be paid for at the contract unit price, which shall be full compensation for the work, complete in place.

## ITEM 120 METER PEDESTAL FOUNDATION
## ITEM 121 CONTROL CABINET FOUNDATION
## ITEM 122 BATTERY BACKUP FOUNDATION

**Description:**

The work under these items is for the installation of new electric service cabinet and foundation.

The foundations shall include excavation, pouring of concrete, installation of conduit and anchor bolts, backfilling, grading, restoration of surrounding area, and a grounding system.

The Contractor shall install a concrete technician pad with minimum dimensions 48”x48”x4” in front of the cabinet. This work shall be considered included with the control cabinet foundation.

**Construction Requirements:**

All materials and installation shall conform to the City of Buckeye Standard Details, approved products list, and the Plans.

**A) Electric Service Cabinet Foundation**

The Contractor shall be responsible for determining the correct size, shape, anchor bolt pattern and conduit alignment for the foundation with the following stipulations:

- The top of the foundation shall be 6-8 inches above finished grade
- The depth of the foundation shall be 32-36 inches below finished grade
- Monolithic with the exposed surfaces formed and finished to present a neat, smooth appearance
- The top shall be level within 1/8”

Before the concrete for the cabinet foundation has set, depressions shall be made around the anchor bolts for adjustment for the cabinet leveling nuts.

Forms for the concrete shall be rigid and securely braced in place. Templates shall be used to properly position and hold in place necessary conduit and anchor bolts. Immediately prior to pouring the concrete, both forms and earth shall be thoroughly moistened and the concrete allowed to cure at least 12 hours and shall be hardened sufficiently to prevent damage before the forms are removed.

**B) Electric Service Cabinet**

The meter pedestal shall be installed by the Contractor in accordance with the utility’s requirements. The utility company shall install the conductors from the power source to the meter pedestal. The Contractor shall coordinate connection of the electrical power to the meter pedestal with the utility company. Wiring procedures shall be in accordance with Section 32-3.02 of the ADOT Standard Specifications. No splices will be allowed anywhere on the circuit, other than the required terminations at the meter pedestal.

**C) Grounding**

The Contractor shall meet the requirement of Section 732-3.03 of the ADOT Standard Specifications to bond the meter pedestal to ground.

**Method of Measurement:**

Foundations will be measured as a unit for each foundation constructed. This includes the concrete, reinforcing steel, conduit, ground system, anchor bolts, mounting hardware, concrete maintenance pad, and all incidentals necessary to complete the foundation.

**Basis of Payment:**

The accepted quantities of foundations, measured as provided above, will be paid for at the contract unit price, which shall be full compensation for the work, complete in place.

## ITEM 123 PEDESTRIAN PUSH BUTTON WITH SIGN

**Description:**

This work shall consist of furnishing and installing audible pedestrian push buttons and placards as specified on the plans and per the City's Approved Product List.

**Construction Requirements:**

Pedestrian Push Buttons shall be Campbell Guardian APS and must be audible and vibrotactile. The center of the push button shall be mounted at a height of 42" on center from concrete sidewalk/ramp surface adjacent to pole/foundation. Contractor shall ensure push buttons are mounted no more than 10 inches from edge of concrete surface or face of curb.

Push button placards shall be R10-3e or as specified on the Plans.

**Method of Measurement:**

Pedestrian push buttons will be measured as a unit for each push button furnished and installed, complete in place.

**Basis of Payment:**

The accepted quantities of pedestrian push buttons, measured as provided above, will be paid for at the contract unit price for each item furnished and installed, which price shall be full compensation for the work, including pedestrian push button housing and placard, and shall include all labor and materials required to install the equipment, complete in place.

## ITEM 125 RELOCATE GRIDSMART CAMERA

**Description:**

This work shall consist of relocating an existing gridsmart camera to a new locations as shown on the plans.

**Construction Requirements:**

Relocation of the camera shall include all materials and labor to install the camera, install cabling from the new pole to the signal cabinet, and test the functionality and field of vision of the new camera location.

**Method of Measurement:**

Relocate Gridsmart Camera will be measured as a unit for each camera relocated, complete in place.

**Basis of Payment:**

The accepted quantities of Relocate Gridsmart Camera, measured as provided above, will be paid for at the contract unit price for each item furnished and installed, which price shall be full compensation for the work, including mounting brackets and cables.

**ITEM 126 TYPE A SIGNAL POLE 8 FT**
**ITEM 127 TYPE G SIGNAL POLE**
**ITEM 128 RELOCATE TYPE A SIGNAL POLE**
**ITEM 129 RELOCATE TYPE G SIGNAL POLE**
**ITEM 130 TROMBONE TYPE B SIGNAL POLE W/ 55 FT MAST ARM**
**ITEM 131 PEDESTRIAN PUSH BUTTON POST**
**ITEM 132 20 FT MAST ARM (LUMINAIRE)**
**ITEM 133 50 FT MAST ARM**

**Description:**

This work shall consist of furnishing, installing, and relocating traffic signal poles and mast arms as specified on the plans.

**Construction Requirements:**

Type A and Type G poles and signal mast arms shall follow the ADOT standard details and specifications.

Relocation of Type A and Type G poles shall consist of removal of the existing poles, storing the existing poles, and reinstalling poles on a new foundation as shown on the plans.

Trombone Type B poles and Type PB poles and mast arms shall follow City of Buckeye standard details and specifications.

All traffic signal poles and mast arms shall be painted with two coats of white enamel paint (Buckeye White) meeting manufacture recommendations.

**Method of Measurement:**

Traffic signal poles and mast arms will be measured as a unit for each pole or mast arm furnished and installed, complete in place.

Relocation of traffic signal poles and mast arms will be measured as a unit for each pole relocated, complete in place.

**Basis of Payment:**

The accepted quantities of traffic signal poles and mast arms, measured as provided above, will be paid for at the contract unit price for each item furnished and installed, which price shall be full

compensation for the work, and shall include all labor and materials required to install the equipment, complete in place.

The accepted quantities of traffic signal pole relocations, measured as provided above, will be paid for at the contract unit price for each item relocated, which price shall be full compensation for the work, and shall include all labor and materials required to install the equipment, complete in place. The foundations required for this work shall be bid separately.

## ITEM 134 METER PEDESTAL CABINET
## ITEM 135 POWER SUPPLY (BATTERY BACKUP)
## ITEM 136 CONTROL CABINET (TYPE IV)

**Description:**

This work shall consist of furnishing and installing meter pedestals, battery backup cabinets, and control cabinets as specified on the plans.

**Construction Requirements:**

The meter pedestal shall be Meyers MEUG-16-M100-ADOT

The battery backup cabinet shall be Alpha SE48-2216 with FXM 2000 Rugged UPS Module

The control cabinet shall be a white Econolite R77 with Econolite Cobalt controller

**Method of Measurement:**

Meter pedestals and Cabinets will be measured as a unit for each pedestal or cabinet furnished and installed, complete in place.

**Basis of Payment:**

The accepted quantities of pedestals and control cabinets, measured as provided above, will be paid for at the contract unit price for each assembly furnished and installed, which price shall be full compensation for the work, and shall include all labor and materials required to install the equipment, complete in place.

## ITEM 137 OPTICOM PRE-EMPTION UNIT

**Description:**

This work shall consist of furnishing and installing Opticom Pre-Emption Units at locations as specified on the plans.

**Construction Requirements:**

All receivers shall be GTT 722, dual sensor-dual direction detectors. Phase selector shall be GTT Model 764. The following model numbers shall apply:

1. Model 722, Detector
2. Model 764 Phase Selector Global Traffic Technologies (GTT)
3. Opticom Belden 3C20 cable (B, O, Y)
4. Astro Mini-Brac Clamp Kit

**Method of Measurement:**

Measurement for the furnishing and installation of Opticom Pre-Emption Unit described herein shall be at the unit price for each unit furnished and installed, complete in place, as specified in the Bid Schedule.

**Basis of Payment:**

The accepted quantities of Opticom Pre-Emption Unit, measured as provided above, will be paid for at the contract unit price for each unit furnished and installed, and shall include all labor and materials required to install, integrate, and test the equipment.

## ITEM 124 PEDESTRIAN SIGNAL INDICATION
## ITEM 138 TRAFFIC SIGNAL FACE (TYPE F)
## ITEM 139 TRAFFIC SIGNAL FACE (TYPE R)
## ITEM 140 TRAFFIC SIGNAL FACE (TYPE Q)

**Description:**

This work shall consist of furnishing and installing traffic signal heads and pedestrian signal indications as specified on the plans.

**Construction Requirements:**

Traffic signal heads shall follow ADOT Standard Specifications and ADOT Standard Details.

All vehicle traffic signal heads shall have 12-inch lenses and a 5-inch metal louvered backplate. All traffic signal heads shall be black.

Pedestrian signals shall be GE LED countdown.

**Method of Measurement:**

Traffic signal heads will be measured as a unit for each signal head furnished and installed, complete in place.

Signal heads mounted on trombone mast arms shall include appropriate mounting assemblies, which shall be considered included in the cost of the signal head.

**Basis of Payment:**

The accepted quantities of traffic signal faces, measured as provided above, will be paid for at the contract unit price for each item furnished and installed, which price shall be full compensation for the work, and shall include all labor and materials required to install the equipment, complete in place.

## ITEM 141 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)
## ITEM 142 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE V)
## ITEM 143 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VII)
## ITEM 144 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE XI)
## ITEM 145 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TROM)

**Description:**

This work shall consist of furnishing and installing traffic signal mounting assemblies as specified on the plans.

**Construction Requirements:**

Traffic signal mounting assemblies shall follow City of Buckeye Standard Specifications and Standard Details, and ADOT Standard Specifications and ADOT Standard Details.

Trombone mounting assemblies will include all labor, materials, and equipment required to mount traffic signal faces to the trombone-type traffic signal mast arms.

**Method of Measurement:**

Traffic mounting assemblies will be measured as a unit for each mounting assembly furnished and installed, complete in place.

**Basis of Payment:**

The accepted quantities of traffic signal mounting assemblies, measured as provided above, will be paid for at the contract unit price for each assembly furnished and installed, which price shall be full compensation for the work, and shall include all labor and materials required to install the equipment, complete in place.

## ITEM 146 LUMINAIRE (130W LED) (HORIZONTAL MOUNT)(TRAFFIC SIGNAL)
## ITEM 147 LUMINAIRE (37W LED) (HORIZONTAL MOUNT)(TRAFFIC SIGNAL)
## ITEM 162 LUMINAIRE (130W LED) (HORIZONTAL MOUNT)(DKBZ)
## ITEM 163 LUMINAIRE (87W LED) (HORIZONTAL MOUNT)(DKBZ)

**Description:**

This work shall consist of furnishing and installing luminaires on luminaire mast arms as specified on the plans.

**Materials:**

Luminaires shall be GE Evolve LED or approved equal. Luminaire models shall follow requirements as shown in the Project plans.

**Construction Requirements:**

Luminaire wire connections will only be made in pull boxes and not brought into the signal controller cabinet.

**Measurement:**

Luminaires will be measured as a unit for each luminaire furnished and installed, complete in place.

**Payment**

The accepted quantities of luminaires, measured as provided above, will be paid for at the contract unit price for each luminaire furnished and installed, which price shall be full compensation for the work, and shall include all labor and materials required to install the equipment, complete in place. The cost of luminaire pole adaptor brackets shall be considered included in the luminaire bid items.

## ITEM 148 ELECTRICAL CONDUCTORS (MILLER RD AND LOWER BUCKEYE RD)
## ITEM 149 ELECTRICAL CONDUCTORS (MILLER RD AND DURANGO ST)
## ITEM 150 ELECTRICAL CONDUCTORS (MILLER RD AND PIMA ST)

**Description:**

This work shall consist of furnishing and installing conductors and cables related to traffic signal equipment, except for those related to the video detection system, emergency vehicle pre-emption, AND CCTV.

**Construction Requirements:**

The following requirements, in addition to the standards previously identified, apply to conductors to be installed:

IMSA 19-1 stranded wire cable shall be used for all signal and pedestrian conductors. Two (2) 25-Conductor cables shall be installed in all street crossings and in the cabinet home run. Dedicated cables will be provided from the nearest pull box to the signal heads as indicated:

a. Install 7-conductor cables to each Type G, Type Q, and Type Q-2 vehicle head

b. Install 4-conductor cables to each Type R and Type F vehicle head and pedestrian signal head

c. Install 2-conductor cables to each pedestrian push button. Cable shall run unspliced from pedestrian push button to controller and cabinet.

Signal conductor grounding wire shall be #8 green stranded for all runs.

Do not splice wires except in pull boxes. All conductors shall run continuous from the signal indication to the pull box. Do not splice conductors and do not loop conductors through the side mount termination block.

Conductors and cables shall have a minimum of 72 inches of slack in all pull boxes.

All future conduits and mast arm tenons shall have a detectable pull strap installed and be capped with a 2-inch cap to prevent contaminants from entering the mast arm.

Conductors shall be installed per the manufacturer's instruction, and in accordance with the City of Buckeye Requirements.

**Method of Measurement:**

Conductors as described herein and as required for the project will be measured on a lump sum basis and will be paid for at the lump sum amount indicated on the Schedule of Bid Items. Payment will be considered full compensation for the work complete as described herein and on the plans.

**Basis of Payment:**

Payment for Conductors will be considered full compensation for the work complete as described herein and on the plans.

## ITEM 154 RELOCATE CCTV CAMERA

**Description:**

This work shall consist of relocating a CCTV camera assembly at locations shown on the plans.

**Construction Requirements:**

The CCTV camera shall be removed from the existing signal pole, stored, and relocated to the new signal pole location as shown in the Project Plans. The CCTV Camera Assembly shall conform to the following requirements:

a. The CCTV camera shall be AXIS Q6075-E Mk II PTZ Dome Network Camera, unless otherwise approved by the Traffic Operations Division.

b. AXIS T91L61 Wall-and-Pole Mount shall be used for mounting.

c. A Power-Over-Ethernet surge protector shall be used for connection to the CAT5e STP RJ45 connector to the CCTV (Part# DTK-MRJPOE).

**Method of Measurement:**

Relocate CCTV Camera will be measured as a unit for each CCTV assembly relocated, configured, and tested completed with all required brackets, cabling, surge suppressors and all incidentals necessary to complete the work.

**Basis of Payment:**

Relocate CCTV Camera shall be paid on a unit basis for each camera system successfully relocated and tested to the City's approval.

## ITEM 155 REMOVE AND SALVAGE STREET LIGHT

**Descriptions:**

The work under this item shall consist of furnishing all labor, equipment, and material necessary to remove existing streetlights at locations as shown on the project plans. The contractor shall coordinate with the City for the de-energizing and energizing the existing circuits that are located within the nearest existing pull boxes or light pole locations. The work shall be done in accordance with MAG Uniform Standard Specifications Section 350 in its entirety, City of Buckeye Standards, APS requirements, the project plans, requirements of these specifications, and as directed by the Engineer.

**Construction Requirements:**

The contractor shall remove the existing light pole assembly (pole, mast-arm, and fixture) at the location as designated in the Project Plans. All equipment removed shall be returned to the City

of Buckeye. The contractor shall be responsible for any damage occurred to the light pole assembly during relocation. The contractor shall remove and dispose of existing pole foundation. The work shall include removing any existing pull boxes, grounding system, and conduits that are only serving the previous light location; installing new pull boxes and conduits, as necessary for existing lighting circuits to by-pass this light pole location; and coordinating with the City, APS for having existing conductors removed and new conductors installed as necessary.

Contractor shall be responsible for coordinating de-activation with the City prior to removing or de-energizing any existing lights.

**Measurement:**

Remove Light Pole will be measured on each basis for each streetlight assembly removed as shown on the Project Plans.

**Payment:**

The accepted quantities of Remove Light Pole, measured as provided, will be paid for at the contract unit price each, which price shall be in full compensation for the work, complete in place, including excavation, backfill, finish surface restoration, and removal of lighting pole assembly, removal of foundation, pull boxes, conduits, and conductors.

**ITEM 159 STREET LIGHTING POLE (ARTERIAL, CITY OF BUCKEYE STREET LIGHTING STANDARD DETAIL #1)**
**ITEM 160 POLE FOUNDATION (CITY OF BUCKEYE STREET LIGHTING STANDARD DETAIL #1)**
**ITEM 161 8 FT MAST ARM (CITY OF BUCKEYE STREET LIGHTING STANDARD DETAIL #4)**

**Description:**

The work for these items consists of the furnishing all the necessary materials, labor, tools, and equipment to install traffic signal modular poles and street lighting poles in accordance with the plans, the City of Buckeye Standard Details, APS Standard Details, and specifications presented herein.

Street light poles, mast arms, and foundations shall be furnished and installed by the Contractor.

**Materials:**

Contractor shall not order any material for this item until the exact locations for the new poles have been identified by the Contractor and approved by the City. In addition, no equipment shall be ordered until approval of equipment submittals is provided by the City of Buckeye. Any equipment purchase/order without written approval of the submittals by the City shall be at the

contractor's own risk. Associated appurtenances necessary to provide a complete in place and functional item is considered inclusive of each bid item.

**Construction Requirements:**

Street lighting poles to be standard dark bronze square poles with 8' x 8' mast arms installed on foundations and shall conform to the current City of Buckeye Street Lighting Standard Details #1 and #4 and as indicated in the Project Plans.

Street lighting poles shall be installed plumb and straight. The base of the pole shall be oriented so that the hand hole is aligned with the mast arm and as far away from vehicular traffic as possible.

The Contractor shall furnish and install all necessary grounding, wiring, fusing and metal tagging to provide a complete in place and functional street light pole in accordance with City of Buckeye Street Lighting Standard Detail #6 and as indicated on the project plans.

**Measurement and Payments:**

Payment for Poles will be paid for at the unit price indicated on the Schedule of Bid items on a per each basis, which includes furnishing and installation of each item in accordance with plans, details, and specifications. Payment will be made when the work is completed as described herein and on the plans and include the materials, labor, tools, and equipment necessary to complete the work.

## ITEM 164 MISCELLANEOUS (PROVIDE ELECTRICAL SERVICE)

**General:**

The purpose of this item is to provide a funding source for coordination and paying all necessary fees for permit and hook up to APS to install a complete functioning electrical service to power traffic signal equipment and street lighting.

**Description:**

This item shall include providing all permits, connection fees, foundations, junction boxes, conduit risers, conduit sweeps, coordination, and required protection when working near overhead lines required by APS to provide the electrical connection from the APS transformer to the proposed service meter pedestal.

**Construction Requirements:**

All work shall conform to the requirements of APS. The Contractor shall contact the APS to coordinate power service and construction requirements.

The Contractor shall secure the necessary utility company permits, pay the related fee(s) for said permit including utility company connection fees, and coordinate the installation of the required power services.

The meter will be energized and have the account established in the name of the City of Buckeye.

**Measurement and Payment:**
Payment for this item will be made on an incremental basis from allowance in accordance with the requirements of City of Buckeye.

## ITEM 169 CLASS 350 16" DIP WATERLINE W/ POLYWRAP

**Description:**

The work under this section consists of furnishing and installing a new 16" ductile iron waterline at the location shown on the plans and as shown in the 16" waterline vertical realignment detail on sheet 133 of the Project Plans. 16" waterline vertical realignment shall be done in accordance with MAG Standard Details and Specifications, where applicable, the City of Buckeye Engineering Design Standards and Details, where applicable, and the private irrigation plans and details.

**Materials:**

All ductile iron pipe and fittings shall be Class 350 DIP and conform to the City of Buckeye Engineering Design Standards and Details, and Approved Materials List. Thrust blocks shall conform to MAG Standard Specifications and Details.

**Construction Requirements:**

All work and materials shall comply with the appropriate City of Buckeye Engineering Design Standards and Details, MAG Sections 601 and 610, and as shown on the Project Plans.

Contractor shall prepare a Maintenance of Plant Operation (MOPO) that provides sufficient detail on the required sequencing to ensure the continuous operation of the existing waterlines and the numerous services that are fed from the existing waterlines along the existing 16" waterline located along Miller Road. These include individual water services, fire hydrants, pipeline feeds, and fire department connections. The Contractor is hereby advised that long term shutdowns of the existing waterlines will not be permitted.

The MOPO shall at the minimum include the following:

- Timing and method for each waterline tie in.

- Method of keeping existing line functioning prior to connecting water services, fire hydrants, pipeline feeds, and fire department connections to the new waterline. This may include temporary tie-ins, temporary valving, and temporary thrust restraint.
- Detailed schedule for overall installation of the waterline and removal of existing waterline, including the preparation of a construction sequencing plan. The schedule for the waterline construction and removal work shall align with the sequencing plans or a revised sequencing plan approved by City Representatives.
- Timing and method of removal of temporary improvements necessary for providing continuous water service such as temporary tie-ins, temporary valving, and temporary thrust restraint. Detail shall be provided as to the material used including, but not limited to size and material of pipe and valves, size of thrust blocks, and size and manufacturer of adaptor couplings.

Contractor shall submit MOPO to the Engineer, and the City of Buckeye for review and approval prior to starting waterline construction.

Work under this item shall also include work necessary to meet the requirements of the approved MOPO including temporary tie-ins, temporary valving, and temporary thrust restraint. Improvements are anticipated to include at a minimum piping, valves, thrust blocks, trenching, excavation, temporary pavement, traffic control, coordination with property owners, and coordination with City of Buckeye staff.

**EXHIBIT D**
**TO**
**CONSTRUCTION CONTRACT**
**BETWEEN**
**CITY OF BUCKEYE**
**AND**
**J. BANICKI CONSTRUCTION, INC.**

(Insurance Requirements)

See following pages.

**INSURANCE**

1. Concurrently with the execution of the Contract, the Contractor shall furnish the City of Buckeye a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the State of Arizona.

2. Contractor, subcontractors and subconsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

    A. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

    B. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, subcontractors or subconsultants and Contractor is free to purchase such additional insurance as may be determined necessary.

    C. Minimum Scope and Limits of Insurance. Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

    (i) Commercial General Liability-Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability and XCU coverage.

| | |
|---|---|
| General Aggregate | $2,000,000 |
| Products-Completed Operations Aggregate | $2,000,000 |
| Personal & Advertising Injury | $1,000,000 |
| Each Occurrence | $1,000,000 |

The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

(a) Automobile Liability- Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract

| | |
|---|---|
| Combined Single Limit (CSL) | $1,000,000 |

The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor" including automobiles owned, leased, hired or borrowed by the Contractor."

(b) Workers Compensation and Employers Liability

| Workers Compensation | Statutory |
|---|---|
| Employers' Liability | |
| Each Accident | $ 1,000,000 |
| Disease-Each Employee | $ 1,000,000 |
| Disease-Policy Limit | $ 1,000,000 |

The policy shall contain a waiver of subrogation against the City of Buckeye.

(c) Professional Liability

| | |
|---|---|
| Each Claim | $2,000,000 |
| Annual Aggregate | $2,000,000 |

(i) The required professional liability coverage must cover work done or to be done or on the behalf of the Contractor.

(ii) In the event that professional liability insurance required by this Contract is written on a "claims made" basis, coverage shall be maintained for two years past completion and acceptance of the Work or services required by this Contract.

(iii) Should the Contract include the services of design as an integral part of the work, any professional liability shall specifically delete any design-build or similar exclusions that could compromise coverage's because of the design-build delivery of the Project.

(d) Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than $5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

(e) Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

(i) On insurance policies where the City of Buckeye is named as an additional insured, the City of Buckeye shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

(ii) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(iii) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

(f) Sub consultant's and Subcontractor's Insurance. Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. All coverage's for subcontractors and sub CONTRACTOR'S shall be appropriate to cover all of its work performed herein.

(g) Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

William Kauppi
Chief Financial Officer, Finance
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

(h) Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than A -. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

(i) Verification of Coverage:

(i) Contractor shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *Any policy endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.*

*(ii)* All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract or the signing of this Contract and remain in effect for the duration of the Project. Failure to

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

*(iii)* All certificates of insurance required by this Contract shall be sent directly to the City of Buckeye, Contracts Manager. The contract number and project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

(j) Approval. Any modification or variation from the insurance requirements in this Contract shall be approved by the City, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

(k) Approval, disapproval or failure to act by the City regarding any insurance supplied by Contractor or its Subcontractors shall not relieve Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. Neither the bankruptcy or insolvency of Contractor's insurer nor any denial of liability by Contractor's insurer shall exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

**EXHIBIT E**
**TO**
**CONSTRUCTION CONTRACT**
**BETWEEN**
**CITY OF BUCKEYE**
**AND**
**J. BANICKI CONSTRUCTION, INC.**

(Payment and Performance Bonds)

See following pages.

**PAYMENT BOND**

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

_____
Name of CONTRACTOR

_____
Address of CONTRACTOR

a _____, hereinafter called PRINCIPAL and
(Corporation), (Partnership) or (Individual)

_____
Name of SURETY

_____
Address of SURETY
hereinafter called SURETY, are held and firmly bound unto

City of Buckeye
_____
Name of OWNER

530 East Monroe Avenue, Buckeye, AZ 85326
_____
Address of OWNER

hereinafter called OWNER, in the total aggregate penal sum of _____
Dollars ($_____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that, whereas the PRINCIPAL entered into a certain contract with the OWNER, DATED THE _____day of _____ , 20__, a copy of which is hereto attached and made a part of the construction contract for _____.

**NOW, THEREFORE,** the condition of this obligation is such, that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

**PROVIDED, HOWEVER,** that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, A.R.S., and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of title 34, chapter 2, article 2, A.R.S., to the same extent as if they were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

**IN WITNESS WHEREOF**, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

PRINCIPAL'S ATTEST:

PRINCIPAL

By: _____

Attorney-in-Fact

(SEAL) Address: _____

SURETY'S ATTEST:

SURETY

By: _____

Attorney-in-Fact

(SEAL) Address: _____

***PLEASE NOTE**:*

1. *Date of BOND must not be prior to date of CONTRACT.*
2. *If CONTRACTOR is partnership, all partners should execute BOND.*
3. *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*
4. *Use of this form as an instrument of SURETY for this project is not mandatory. Use of other forms normally deemed acceptable in the State wherein the project is located may be allowed.*

**PERFORMANCE BOND**

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

_____
Name of CONTRACTOR

_____
Address of CONTRACTOR

a _____, hereinafter called PRINCIPAL and
(*Corporation), (Partnership) or (Individual)*

_____
Name of SURETY

_____
Address of SURETY

hereinafter called SURETY, are held and firmly bound unto

City of Buckeye
Name of OWNER

530 East Monroe Avenue, Buckeye, AZ 85326
Address of OWNER

hereinafter called OWNER, in the total aggregate penal sum of _____ _____ Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that, whereas the PRINCIPAL entered into a certain contract with the OWNER, DATED THE _____day of _____ , 20__, a copy of which is hereto attached and made a part of the construction contract for _____.

**NOW, THEREFORE,** the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

**PROVIDED, HOWEVER,** that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, A.R.S., and all liabilities on this bond shall be determined in accordance with the provisions of title 34, chapter 2, article 2, A.R.S., to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

**IN WITNESS WHEREOF**, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____ _____, 20__.

PRINCIPAL'S ATTEST:

_____
PRINCIPAL

By: _____
Attorney-in-Fact

(SEAL) Address: _____

_____
Witness as to PRINCIPAL

_____
Address

SURETY'S ATTEST:

_____
SURETY

By: _____

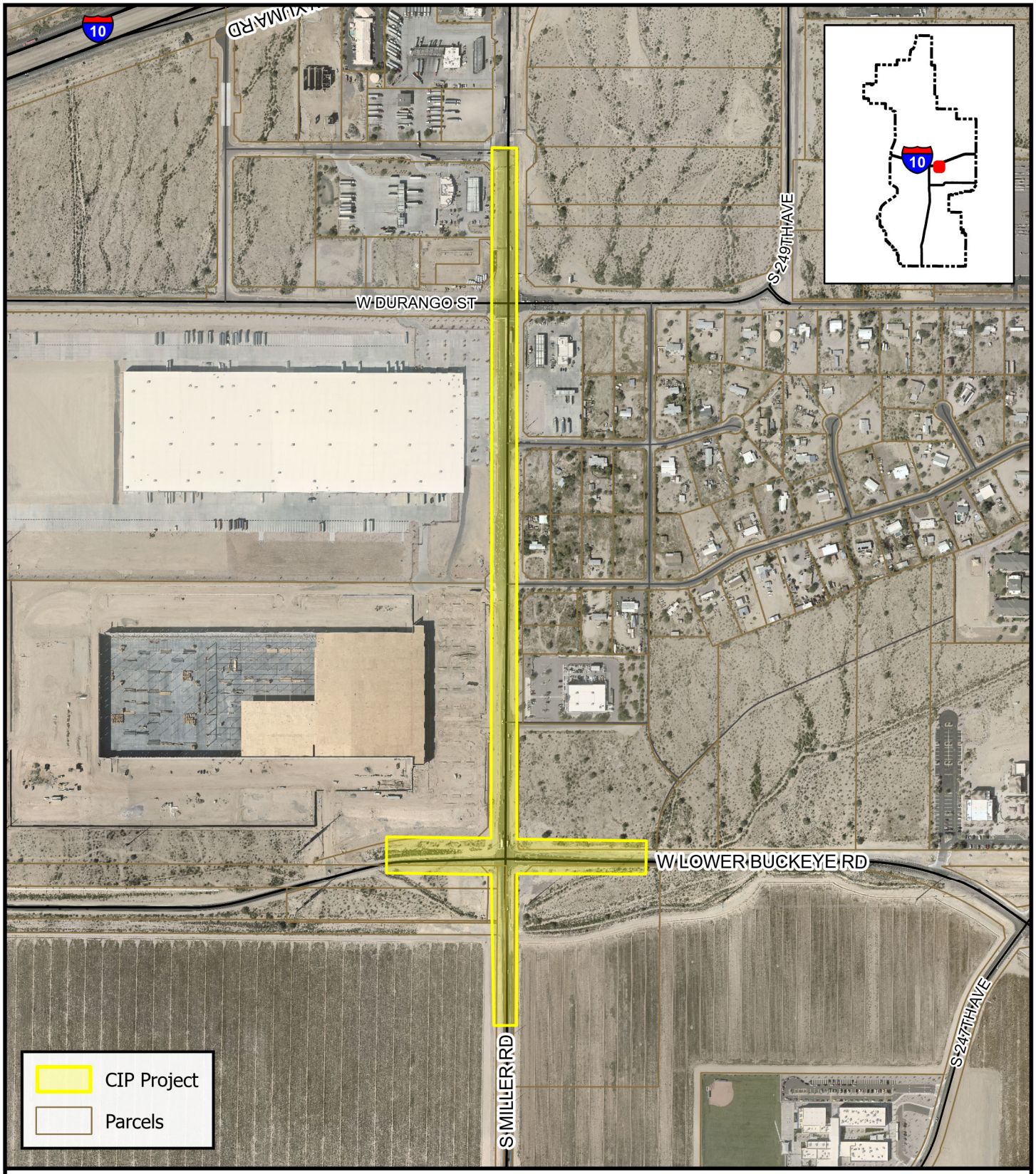
(SEAL) Address: _____

_____
Witness as to SURETY

_____
Address

***PLEASE NOTE**:*

1. *Date of BOND must not be prior to date of CONTRACT.*
2. *If CONTRACTOR is partnership, all partners should execute BOND.*
3. *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*
4. *Use of this form as an instrument of SURETY for this project is not mandatory. Use of other forms normally deemed acceptable in the State wherein the project is located may be allowed.*




# CIP 105260 Roadway Improvements: Miller Road, Durango Street to Lower Buckeye Road

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.

0 250 500 1,000 Feet

N

Date: 7/2/

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.T. HR - "New National Opioids Settlement" - Kroger Co. |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** |
| **STAFF LIAISON:** Cindy Camarata, Human Resources Director, ccamarata@buckeyeaz.gov, (623) 349-6318 | |
| **DEPARTMENT:** Human 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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
Background: State and local governments across the country have been litigating against the opioid industry alleging the industry utilized unethical and illegal practices with respect to promoting the use of opioids. In 2021, 80,411 people died from an opioid overdose (source: Arizona Attorney General / https://www.azag.gov/issues/opioids/one-arizona-agreement).

In December 2020, Council approved the One Arizona Opioid Settlement Memorandum of Understanding ("One Arizona Plan") between the State and Participating Local Governments. The One Arizona Plan served to jointly approach settlement negotiations with the Pharmaceutical Supply Chain Participants. The One Arizona Plan establishes Arizona's disbursement of the funds related to a national class action lawsuit against opioid manufactures and distributors. Fifty-six percent (56%) of the total settlement amount goes to local governments for opioid amelioration programs, of which Buckeye's estimated intra-county allocation is 0.46%; 44% of the total settlement goes to a State fund for opioid amelioration programs. There is flexibility for local governments to pool resources to increase the impact of the settlement funds.

In November 2021, Council approved the One Arizona Distribution of Opioid Settlement Funds Agreement, authorizing the State to conditionally approve settlements with distributors (i) McKesson, (ii) AmerisourceBergen and (iii) Cardinal, and manufacturer Johnson & Johnson.

In December 2022, Council approved the execution and delivery of the National Opioids Distributor Settlement Agreement with three opioid distributors, McKesson, AmerisourceBergen and Cardinal, and the Janssen Settlement Agreement with one manufacturer, Johnson & Johnson.

In April 2023, the City approved Settlement Participation Forms for opioid distributors Teva, Allergan, Walmart, Walgreens and CVS.

Kroger Settlement: Failure to approve and submit the Kroger Settlement Participation Form

by August 12, 2024, means the city will not receive any funds from the Kroger Settlement. To receive these critically needed funds to assist in addressing the opioid crisis in our community, staff recommend signing and returning the Kroger Settlement Participation Form.

**BENEFITS:**
Funds received from the Kroger Settlement will be used for treatment, prevention efforts and education in our community related to the opioid crisis.

**FUTURE ACTION:**
Completion and submission of the Kroger Settlement Participation Form to the State of Arizona no later than August 12, 2024.

**FINANCIAL IMPACT STATEMENT:**
It is unknown at this time how much the city will receive.

**CURRENT FISCAL YEAR TOTAL COST:**
N/A

**FISCAL YEAR:**
2025-2035

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
093023 total anticipated opioid settlement fund allocation (source - Ariz Atty Gen).xlsx

| REGION NAME | % of LG Share | Distributor Settlement Agreement (AmerisourceBergen Corporation; Cardinal Health, Inc.; and McKesson Corporation) | Janssen |
|---|---|---|---|
| APACHE | 0.690% | $1,742,921.96 | $399,121.62 |
| COCHISE | 1.855% | $4,685,681.50 | $1,073,000.88 |
| COCONINO | 1.688% | $4,263,843.86 | $976,401.87 |
| GILA | 1.142% | $2,884,662.14 | $660,575.20 |
| GRAHAM | 0.719% | $1,816,175.20 | $415,896.30 |
| GREENLEE | 0.090% | $227,337.65 | $52,059.34 |
| LA PAZ | 0.301% | $760,318.13 | $174,109.58 |
| MARICOPA | 57.930% | $146,329,665.34 | $33,508,862.92 |
| MOHAVE | 4.898% | $12,372,219.94 | $2,833,185.06 |
| NAVAJO | 1.535% | $3,877,369.87 | $887,900.99 |
| PIMA | 18.647% | $47,101,834.45 | $10,786,117.16 |
| PINAL | 3.836% | $9,689,635.70 | $2,218,884.83 |
| SANTA CRUZ | 0.370% | $934,610.33 | $214,021.74 |
| YAVAPAI | 4.291% | $10,838,953.81 | $2,482,073.72 |
| YUMA | 2.008% | $5,072,155.50 | $1,161,501.76 |
| | | | |
| TOTAL LG SHARE | 56.000% | $252,597,385.36 | $57,843,712.97 |
| | | | |
| TOTAL STATE SHARE | 44.000% | $198,469,374.22 | $45,448,631.62 |
| | | | |
| TOTAL AZ SHARE | 100.000% | $451,066,759.58 | $103,292,344.59 |

| TOTAL ANTICIPATED ALLOCATIONS OVER 18 YE | | | |
|---|---|---|---|
| Mallinckrodt s Modified Fourth Amended Joint Plan of Reorganization | Teva | Allergan | Walmart |
| $99,575.11 | $359,320.49 | $197,963.42 | $248,074.32 |
| $267,698.31 | $965,999.28 | $532,206.02 | $666,924.43 |
| $243,598.24 | $879,033.31 | $484,293.13 | $606,883.26 |
| $164,804.03 | $594,701.44 | $327,643.81 | $410,580.97 |
| $103,760.15 | $374,422.36 | $206,283.63 | $258,500.63 |
| $12,988.06 | $46,867.89 | $25,821.32 | $32,357.52 |
| $43,437.84 | $156,747.05 | $86,357.96 | $108,217.93 |
| $8,359,980.05 | $30,167,298.29 | $16,620,320.50 | $20,827,456.84 |
| $706,838.98 | $2,550,654.70 | $1,405,253.41 | $1,760,968.13 |
| $221,518.55 | $799,357.90 | $440,396.89 | $551,875.47 |
| $2,690,981.32 | $9,710,505.98 | $5,349,889.80 | $6,704,118.55 |
| $553,579.90 | $1,997,613.61 | $1,100,561.88 | $1,379,149.40 |
| $53,395.35 | $192,679.10 | $106,154.30 | $133,025.36 |
| $619,241.75 | $2,234,556.83 | $1,231,102.97 | $1,542,734.63 |
| $289,778.01 | $1,045,674.69 | $576,102.25 | $721,932.22 |
| | | | |
| $14,431,175.64 | $52,075,432.92 | $28,690,351.29 | $35,952,799.66 |
| | | | |
| $11,338,780.86 | $40,916,411.58 | $22,542,418.87 | $28,248,628.31 |
| | | | |
| $25,769,956.51 | $92,991,844.50 | $51,232,770.16 | $64,201,427.97 |

| ARS | | | |
|---|---|---|---|
| CVS | Walgreens | Endo International plc Restructuring Support Agreement (Exhibit E: Voluntary Opioid Trust Term Sheet) | Purdue Pharma L.P., et al. Fifth Amended Joint Chapter 11 Plan of Reorganization |
| $438,036.92 | $476,423.32 | $54,178.00 | $392,415.03 |
| $1,177,621.00 | $1,280,819.23 | $145,652.44 | $1,054,970.85 |
| $1,071,603.37 | $1,165,510.97 | $132,539.80 | $959,995.04 |
| $724,982.85 | $788,515.12 | $89,668.51 | $649,475.32 |
| $456,447.17 | $496,446.91 | $56,455.04 | $408,907.84 |
| $57,135.25 | $62,142.17 | $7,066.70 | $51,184.57 |
| $191,085.67 | $207,831.04 | $23,634.17 | $171,183.95 |
| $36,776,056.50 | $39,998,845.18 | $4,548,596.28 | $32,945,801.31 |
| $3,109,427.32 | $3,381,915.13 | $384,585.27 | $2,785,578.02 |
| $974,473.45 | $1,059,869.28 | $120,526.42 | $872,981.27 |
| $11,837,789.15 | $12,875,167.72 | $1,464,140.77 | $10,604,874.11 |
| $2,435,231.36 | $2,648,637.50 | $301,198.26 | $2,181,600.10 |
| $234,889.36 | $255,473.38 | $29,051.97 | $210,425.45 |
| $2,724,081.80 | $2,962,800.70 | $336,924.33 | $2,440,366.54 |
| $1,274,750.93 | $1,386,460.92 | $157,665.83 | $1,141,984.62 |
| | | | |
| $63,483,612.11 | $69,046,858.58 | $7,851,883.78 | $56,871,744.02 |
| | | | |
| $49,879,980.95 | $54,251,103.17 | $6,169,337.26 | $44,684,941.73 |
| | | | |
| $113,363,593.06 | $123,297,961.75 | $14,021,221.04 | $101,556,685.75 |

| TOTAL |
| --- |
| $4,408,030.20 |
| $11,850,573.94 |
| $10,783,702.86 |
| $7,295,609.40 |
| $4,593,295.24 |
| $574,960.46 |
| $1,922,923.32 |
| $370,082,883.21 |
| $31,290,625.96 |
| $9,806,270.08 |
| $119,125,419.01 |
| $24,506,092.53 |
| $2,363,726.34 |
| $27,412,837.08 |
| $12,828,006.72 |
| |
| $638,844,956.35 |
| |
| $501,949,608.56 |
| |
| $1,140,794,564.91 |

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.U. CS - Resolution No. 39-24 authorizing the renewal of the Community Action Program (CAP) IGA. |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** |
| **STAFF LIAISON:** Philip Yabes, Community Center Manager, pyabes@buckeyeaz.gov, (623) 349-6604 | |
| **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
On June 21, 2022, Council approved Resolution No. 49-22 approving an Intergovernmental Agreement (IGA) between the City and Maricopa County Human Services. Per the IGA, the County provides up to $165,000 on an annual basis to the City, which is used toward staffing costs and supplies to provide case management for the Community Action Program (CAP). In June 2023, Council approved Resolution No. 63-23 approving Amendment No. 1 to the IGA with Maricopa County Human Services. Amendment No. 2 renews the IGA for another one-year term from July 1, 2024, through June 30, 2025. The funds provided by the County will be used towards salaries for a Social Services Program Coordinator and Caseworker. These positions will provide case management by assessing client needs, ensuring they meet program parameters, and providing utility and rental assistance. Staff will also make referrals to other service providers in the west valley that align with client needs. Staff will identify barriers to obtaining services and work with partnering organizations to find solutions to provide needed resources.

**BENEFITS:**
Approval of the Second Amendment to the IGA will secure up to $165,000 in funding that will allow the City to provide Community Action Program (CAP) services to Buckeye residents in need of social services and emergency rental and utility assistance.

**FUTURE ACTION:**
The Amendment is for a one-year term from July 1, 2024, through June 30, 2025. Staff will provide updates to Council on the impacts of the social services programs through biweekly reports and metrics that are reported monthly.

**CURRENT FISCAL YEAR TOTAL COST:**
Maricopa County will provide up to $165,000 to the City of Buckeye to be used towards social services staff salaries. These funds will be used to support a Social Services Program Coordinator and Caseworker. The agreement requires a 25% match by the City, which is budgeted in FY25.

**BUDGETED:**
Yes

**FISCAL YEAR:**
FY25

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**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
City of Buckeye CAP Amendment 2.pdf
Maricopa County Human Services Community Action Program (CAP) IGA.pdf
Amendment No. 1 to Maricopa County Human Services Community Action Program (CAP) IGA.pdf
Resolution No. 39-24 Authorizing the Renewal of the Community Action Program IGA.docx

**AMENDMENT NO. 2 TO THE**
**INTERGOVERNMENTAL AGREEMENT**
**BETWEEN**
**MARICOPA COUNTY**
**ADMINISTERED BY ITS**
**HUMAN SERVICES DEPARTMENT**
**AND**
**CITY OF BUCKEYE**

I. Maricopa County ("County"), administered by its Human Services Department, and the City of Buckeye, ("Contractor") entered into a financial Intergovernmental Agreement ("Agreement"), on or about July 15, 2022. The purpose of the Agreement is for the Contractor to provide Community Action Program (CAP) services to include crisis case management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency in Buckeye. The County and the Contractor collectively are referred to as the "Parties."

The parties entered into Amendment No. 1 on or about June 28, 2023. The Amendment extended the Agreement through June 30, 2024. Section 3 (Work Statement) was replaced in its entirety. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was replaced in its entirety with a not to exceed amount of $165,000 for Fiscal Year 2024.

II. The Parties agree to enter into this Amendment No. 2 to amend the Agreement as follows:

A. Extend the Agreement term from July 1, 2024, through June 30, 2025.

B. Revise the Maricopa County Representative name and contact information and replace it with the following:

Maricopa County Representative:
Human Services Department
Community Resilience Division
TJ Reed, Assistant Director
234 N. Central Avenue, 3rd Floor
Phoenix, AZ 85004
602-506-4841
tj.reed@maricopa.gov

C. Revise Section 1 (General Provisions) to add the following Paragraphs to the Agreement:

**57.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)**

57.1 The Contractor warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:

57.1.1 The forced labor of ethnic Uyghurs in the People's Republic of China

57.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China

57.1.3 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.

57.2 If the Contractor becomes aware during the term of the Agreement that the Contractor is not in compliance with this paragraph, the Contractor shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Contractor to provide a written certification that the Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the County of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

D. Revise Section 3 (Work Statement), by removing in its entirety and replacing with the following:

**1.0 PROGRAM GOALS**

Maricopa County is a designated Community Action Agency, authorized under the federal Community Services Block Grant (CSBG) Act to address the causes and conditions of poverty in local areas. The Maricopa County Human Services Department/Community Resilience Division (MCHSD/CRD) administers the Community Action Program activities, the primary purpose of the CRD is to provide a range of programs or services that are intended to:

- pursue the reduction of poverty,
- the revitalization of low-income communities; and
- the empowerment of low-income families and individuals to become fully self-supportive.

Through partnerships with local municipalities or private, non-profit organizations, community action programs and services are provided to residents in the local area.

**2.0 SCOPE OF WORK**

Community Action Program Services shall include the delivery of crisis services, internal/ external program navigation, and program referrals intended to assist in the stabilization of immediate/ emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/ underemployed.

Services shall be delivered in a wrap around, comprehensive manner to address the needs of the household and to move families closer to economic stability.

2.1 MCHSD Crisis Financial Assistance Services

Eligibility for financial assistance is determined and benefit payments made on behalf of program participants, these include but are not limited to, temporary emergency shelter, emergency rent, move-in assistance, utility payments or deposits, and emergency utility payments.

2.1.1 Clients seeking assistance will apply via HSD Dynamics client portal and will be placed in a queue based on an assigned priority level.

2.1.2 Eligibility criteria for financial assistance funds is defined in the MCHSD/CRD Policy & Procedure Program Manual.
2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Contractor through the HSD Dynamics.
2.1.4 MCHSD/CRD will make payment directly to vendors upon authorization by County.
2.1.5 Available Financial Assistance Services shall include the following:
2.1.5.1 Utility Assistance
2.1.5.1.1 Utility payments and deposits for heating and cooling;
2.1.5.1.2 Rental assistance where utility payment is included in rent.
2.1.5.2 Rental Assistance
2.1.5.2.1 Rental assistance to prevent eviction; and
2.1.5.2.2 Move in assistance to include rental deposits and first month rent.

2.2 Navigation Services

Navigation services are offered to clients following the completion of the HSD Dynamics application. This is a staff assisted function that includes the collection of eligibility documents and completion/ submission of program application for both contractor's internal program (non-County funded) along with external program services.

2.2.1 Navigation to Low-Income Energy Assistance Program (LIHEAP) Services:
2.2.1.1 Contractor shall provide application assistance which may include the following:
2.2.1.1.1 Answering questions about program eligibility and the application process.
2.2.1.1.2 Entering application data directly into the DES portal on behalf of the Client.
2.2.1.1.3 Scanning and uploading required documents, if needed.
2.2.1.1.4 Provide paper applications to clients, upon request, and enter information directly into the DES portal on Client's behalf.
2.2.1.1.5 Provide assistance in completing the ID.me identity verification process to include scanning required documents and uploading to the ID.me website (www.ID.me.com)
2.2.1.1.6 Screen for crisis circumstances to ensure priority will be given to Crisis Assistance Applicants.
2.2.1.1.7 Conduct initial screening and reporting of potential Welfare Fraud.

2.2.2 Navigation to Maricopa Human Services (MCHSD) Programs

2.2.2.1 Contractor shall navigate to the Community Resilience Division (CRD) Empowerment Pathway Program.

2.2.2.2 CRD Client Service Specialist shall assess the needs of the household and connect the Client to the following MCHSD divisional (neighborhood) program services:

2.2.2.2.1 Early Education Division (EED) nutritionist, childcare, and early education services

2.2.2.2.2 Senior Adult Services Division (SASD) case management services

2.2.2.2.3 Workforce Development Division (WDD) employment and occupational skills training related services

2.2.2.2.4 CRD Homeless Services

2.2.2.2.5 Housing and Community Development Division (HCD) emergency home repair services

2.2.2.3 Navigation to Internal Program Services

2.2.2.3.1 Contractor shall identify a minimum of two (2) internal program based on the most recent MCHSD Community Needs Assessment. Contractor will submit a logic model (Exhibit 1) by July 31, 2024, to be approved by MCHSD. The logic model shall provide the following information for each program service:

2.2.2.3.1.1 Community need

2.2.2.3.1.2 Anticipated program outcome(s)

2.2.2.3.1.3 Description of program service

2.2.2.3.1.4 Projected number of individuals/ households to be served

2.2.2.3.1.5 Projected number of individuals/ households who will achieve anticipated program outcome(s);

2.2.2.3.1.6 Data collection methodology

2.2.2.4 Contractor shall conduct follow up contact with clients to assess for additional needs and to track program outcomes as it relates to the outcomes identified in the Contractor's logic model.

2.2.2.4.1 Follow up services shall be conducted at intervals of 3 months, 6 months, and 9 months following the receipt of program services.

2.3 Information and Referrals

2.3.1 Contractor shall provide information and referrals to include but not limited to the following:

2.3.1.1 SOLARI (formerly known as AZ 211) crisis case management services

2.3.1.2 Community Legal Services (CLS) for households who are facing immediate eviction for non-payment of rent or who receive assistance and have a judgement that is not satisfied.

2.3.1.3 Child support enforcement services for clients who are custodial parents in single parent households.

2.3.1.4 Assistance completing application for SNAP, AHCCCS, and Unemployment Insurance;

2.3.1.5 Food and nutrition services to counteract the impacts of starvation or malnutrition.

2.4 Service Requirements

2.4.1 MCHSD Crisis Financial Assistance Services

2.4.1.1 Contractor shall conduct application intake for financial assistance services to clients that apply in person with a paper application or needing assistance applying online.

2.4.1.2 On-site application process shall include the following:

2.4.1.2.1 Provide paper applications, or assist clients with completing the online application process;

2.4.1.2.2 Collect client eligibility documents for identified services, as required in the MCHSD/CRD Policy & Procedure Program Manual;

2.4.1.2.3 Information from the paper application shall be entered into HSD Dynamics within 24 hours;

2.4.1.2.4 Upload a copy of the paper application in HSD Dynamics;

2.4.1.2.5 Create an application in HSD Dynamics, as well as the program applications that the client is eligible for;

2.4.1.2.6 Upload eligibility documents in HSD Dynamics;

2.4.1.2.7 Research each household member to determine if they have received previous assistance.

2.4.1.2.8 Research and enter vendor/provider information in Dynamics.

2.4.1.3 The Contractor will also process applications submitted through the HSD Dynamics portal and shall follow the process outlined below:

2.4.1.3.1 Contractor will assign and disposition twenty (20) program applications per week, to Client Services Specialist;

2.4.1.3.1.1 If Contractor receives less than twenty (20) program applications in the week, 100% of the applications shall be assign and dispositioned.

2.4.1.3.2 Upload eligibility documents in HSD Dynamics;

2.4.1.3.3 Research and enter provider information within twenty-four (24) hours from receiving provider documentation;

2.4.1.4 Contractor shall adhere to the following:

2.4.1.4.1 Use the MCHSD/CRD Policy & Procedure Program Manual, as amended, in the provision of services;

2.4.1.4.2 Document all services provided and supported by County funds in HSD Dynamics;

2.4.1.4.3 Manage and monitor application queue in HSD Dynamics based on application submission date and assigned priority level;

2.4.1.4.4 Document client's program involvement and progress in the required case note section of HSD Dynamics per the MCHSD/CRD Policy and Procedure Program Manual;

2.4.1.4.5 Research provider profile and submit vendor information related to the County vendor registration process, if applicable;

2.4.1.4.6 Conduct quality assurance review on all submitted service authorizations;

2.4.1.4.7 Resolve rejected service authorizations and data entry errors within two (2) business days from the rejection date;

2.4.1.4.8 Maintain funds depletion patterns as required by MCHSD/CRD.

2.4.2 Navigation Services

2.4.2.1 Clients shall have a completed application in HSD Dynamics prior to receiving navigation services to DES portal for LIHEAP services or internal program services.

2.4.2.2 Contractor shall ensure that all income eligible clients will be navigated to the Arizona Department Economic Security (DES) portal for LIHEAP services.

2.4.2.3 Contractor shall provide navigation services as it relates to MCHSD and Internal Program services to clients that have been dispositioned in the HSD Dynamic queue.
2.4.2.4 Navigation services shall be provided and documented, in accordance with the MCHSD/CRD Policy and Procedure Manual.
2.4.2.5 Navigation services shall be reported in the MCHSD/CRD quarterly ROMA reports.
2.4.2.6 Contractor shall use the MCHSD approved logic model template for internal program navigation.

2.4.3 Information and Referrals
2.4.3.1 Clients shall have a completed program application in HSD Dynamics prior to the delivery of information and referral services.
2.4.3.2 Contractor shall document all referrals in HSD Dynamics, in accordance with the MCHSD/CRD Policy and Procedure Manual.
2.4.3.3 Information regarding program referrals shall be reported in the MCHSD/CRD quarterly ROMA reports.

2.5 Facility Requirements
2.5.1 Contractor shall ensure staff on-site are able to navigate to websites and provide generalized assistance to clients. Staff shall provide access to through self-maintaining or partnership agreements, a computer lab to include multiple computers with internet access, fax machines, copier, phones, and basic office supplies to allow individuals access to the following:
2.5.1.1 AZDES LIHEAP Application Portal;
2.5.1.2 HSD Client Portal;
2.5.1.3 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;
2.5.1.4 Online job search and submission of application/ resume; and/or
2.5.1.5 Information regarding scholarships and federal financial aid.
2.5.2 Contractor shall ensure adequate space for the following:
2.5.2.1 On-site workshops and training classes;
2.5.2.2 Local job/career fairs; and
2.5.2.3 Eligibility determination where confidential information cannot be overheard.

2.6 Reporting Requirements
2.6.1 Contractor shall submit programmatic and financial reports to MCHSD as listed below:
2.6.1.1 Results Oriented Management and Accountability (ROMA/ROMA Next Gen) data and/or reports no

later than the 10th business day after the end of each quarter of the fiscal year.

2.6.1.2 Monthly invoices/claims with supporting documentation no later than the 10th business day, following the end of the month.

2.6.1.3 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.

2.6.1.4 Failure to submit required reports in the designated timeframe listed may result:

2.6.1.4.1 in a forfeiture of payment, if not submitted by the forty-fifth (45th) calendar days following the end of a month.

2.6.1.4.2 in a forfeiture of final payment, if final program and fiscal reports is not submitted within the designated time period, determined by MCHSD following the Contract term.

2.7 HSD Dynamics Access

2.7.1 Access to HSD Dynamics will be provided by MCHSD/CRD upon request from Contractor.

2.7.2 Contractor shall provide MCHSD/CRD information regarding staffs' name, position title, contact information, and confirmation of successful completion of background check.

2.7.3 MCHSD reserves the right to immediately remove access if it is determined Contractor's personnel is a risk to the County operations for any of the following reasons but not limited to:

2.7.3.1 Approving clients for services they are not eligible for;

2.7.3.2 Denying eligible clients services; and

2.7.3.3 Accessing the HSD Dynamics for any purpose other than areas of responsibility.

2.7.4 MCHSD will provide Contractor programmatic ad hoc reports, as requested.

2.7.5 MCHSD reserves the right to deny Contractor's access to program data.

2.8 Staff Requirements

2.8.1 Contractor shall:

2.8.1.1 Ensure staff and/or volunteers do not provide direct services to clients until all appropriate Background Checks and Fingerprint clearance have been completed with satisfactory results and procedures are in place if results are unsatisfactory;

2.8.1.2 Maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with roles, responsibilities and job descriptions;

2.8.1.3 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs;

2.8.1.4 Provide staff and volunteers with supervision, equipment, materials and supplies necessary to perform contracted services;

2.8.1.5 Provide training to all new employees and volunteers providing services under this Agreement, to include but not limited to the following:

2.8.1.5.1 An overview of the MCHSD/CRD Policy and Procedure Manual; and

2.8.1.5.2 Requirements of ARS §46-140.01 and ARS §1-501 and ARS § 1-502 regarding eligibility for state and local benefits.

2.8.1.6 Maintain documentation that verifies case management staff have received relevant training and provide documentation upon request to MCHSD;

2.8.1.7 The Contractor shall be required to notify MCHSD of staff changes and vacant positions within two (2) business days of staff changes. The Contractor shall open the recruitment to fill case worker vacancies, no later than thirty (30) days after the vacancy occurs, to ensure service availability and clients are not turned away due to lack of staff. MCHSD may assist in the selection of the replacement candidate.

2.8.2 Code of Conduct:

2.8.2.1 The Contractor shall avoid any action that might create or result in the appearance of:

2.8.2.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract.

2.8.2.1.2 Actions on behalf of the County without appropriate authorization.

2.8.2.1.3 Providing favorable or unfavorable treatment to anyone.

2.8.2.1.4 Making a decision on behalf of the County that exceeds their authority, displaying preferential treatment or actions that would have unfavorable consequences for the County.

2.8.2.1.5 Misrepresenting or otherwise imped the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the County.

2.8.2.1.6 Loss of impartiality when advising the County.

2.9 Community Action Program Meetings

2.9.1 MCHSD will facilitate quarterly meetings with CAP contractors to communicate new developments, discuss problems, address barriers to services, share ideas for improvements, and to address other identified topic areas.

2.9.2 Contractor shall ensure that a designated staff member participates in CAP meetings, as scheduled.

2.10 Cooperation in Strategic Planning and Community Needs Assessment:

2.10.1 Contractor shall participate in strategic planning initiatives which lead to the development of the five (5) year strategic plan and the annual Community Action Plan and provide information regarding the causes/condition of poverty within the designated geographic service area.

2.11 Training and Technical Assistance

2.11.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance on:

2.11.1.1 MCHSD/CRDCRD Policy & Procedure Program Manual;

2.11.1.2 MCHSD funded financial assistance services;

2.11.1.3 Use of HSD Dynamics;

2.11.1.4 Reports and forms, as required;

2.11.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;

2.11.1.6 Trauma Informed Care

2.11.1.7 Motivational Interviewing

2.11.1.8 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;

2.11.1.9 Review of program monitoring findings; and

2.11.1.10 Other training and technical assistance as needed/required.

2.12 Limited English Proficiency

2.12.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.

2.12.2 Applicable Program Rules and Regulations:

2.12.2.1 Contractor shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:

2.12.2.2 COATS Human Services Reauthorization Act of 1998;

2.12.2.3 2 CFR 200 Uniform Administrative Requirements;

2.12.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;

2.12.2.5 Stewart B. McKinney Homeless Assistance Act;
2.12.2.6 ARS §46-241-State Short Term Crisis Services;
2.12.2.7 ARS §46-731–Utility Assistance;
2.12.2.8 ARS §46-741–Neighbors Helping Neighbors;
2.12.2.9 ARS §46-140.01-Verification of identity and citizenship and/or immigration status; and
2.12.2.10 ARS§§1-501-1-502, regarding eligibility for federal, state, or local public benefits.
2.12.2.11 The requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
2.12.2.12 P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
2.12.2.13 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,
2.12.2.14 A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

2.12.3 Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

2.13 MCHSD Grievance Procedures

2.13.1 Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and the County any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services.

2.13.2 Individuals seeking/receiving County funded assistance who feel that they have not been treated fairly may submit a written grievance to the MCHSD/CRDCRD.

2.13.3 Contractor shall follow MCHSD grievance procedures as outlined in the MCHSD/CRDCRD Policy & Procedure Program Manual

2.14 Pandemic Award Performance

2.14.1 The Contractor shall establish a written plan that illustrates how the services and contract performance standards will be met in the event of a pandemic occurrence.

2.14.2 The pandemic performance plan shall include:

2.14.2.1 Key succession and performance planning if a sudden significant decrease in Contractor's workforce should occur.

2.14.2.2 Alternative methods to ensure services are available.

2.14.2.3 An up-to-date list of Contractor contacts and organizational chart.

2.14.2.4 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government, or the World Health Organization, which makes performance of any term under this Award impossible or impracticable, the MCHSD shall have the following rights:

2.14.2.5 After the official declaration of a pandemic, MCHSD may temporarily void the Award in whole or specific sections if the Awardee cannot perform to the standards agreed upon in the initial terms.

2.14.2.6 MCHSD shall not incur any liability if a pandemic is declared, and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended by the Arizona Procurement Code.

2.14.2.7 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, MCHSD, at its sole discretion may reinstate the temporarily voided Award.

E. Revise Section 4 (Budget and Compensation), Paragraph 1.0 (Budget), Subparagraph 1.2.4 (Funding), by adding Assistance Listing Number (ALN) 21.027 American Rescue Plan Act (ARPA) as a source of funding. The ARPA ALN is an existing source of funding in the Agreement.

F. Revise Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) by removing in its entirety and replacing with the attached Operating Budget. The County shall provide the Contractor with a not to exceed amount of $165,000 for the period of July 1, 2024, through June 30, 2025, Fiscal Year 2025. Unexpended funds from Fiscal Year 2024 shall not be available for expenditures in Fiscal Year 2025.

III. Under A.R.S. §38-511, the Parties may cancel this Agreement without penalty of 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 the County is, at any time while this Agreement or any extension is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

IV. 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.

V. The above contains all the changes to the Agreement made by this Amendment No. 2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect as executed by the Parties.

VI. The Parties have authorized the undersigned to execute this Amendment No. 2, and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 2:

APPROVED BY:
CITY OF BUCKEYE

_____
Mayor Date

Attested To:

_____
City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT 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:

BY: _____
Attorney for the City Date

APPROVED BY:
MARICOPA COUNTY

_____
Jack Sellers, Chairman Date
Board of Supervisors

Attested To:

_____
Juanita Garza, Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT 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:

BY: _____
Deputy County Attorney Date

| City of Buckeye Operating Budget – CAP Services | |
|---|---|
| Contract Period | July 1st, 2024, through June 30th, 2025 |

**Funding**

| | |
|---|---|
| County Funds | $165,000 |
| Cash Match Contributions | $72,704 |
| | **$237,704** |

| Budget Category | Direct Cost | Administration Cost | Total Cost |
|---|---|---|---|
| **Total Expenses** | **$228,104** | **$9,600** | **$237,704** |

INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF BUCKEYE

Contract Number: C-22-22-111-X-00
Contract Amount: $165,000
Contract Start Date: July 1, 2022
Contract Termination Date: June 30, 2023
UEI # WYJHKKNHLA38

This Intergovernmental Agreement ("Agreement") is entered into between the City of Buckeye ("Contractor") and Maricopa County, administered by its Human Services Department, ("County"). The Contractor and County are collectively referred to here as the "Parties" and individually as a "Party." The Contractor, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services contained in it. All rights and obligations of the Parties 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 – Budget and Compensation

| Maricopa County Representative: | | Contractor Representative: |
|---|---|---|
| Cathy Chiang, Assistant Director<br>Community Services Division<br>234 N. Central Avenue, 3rd Floor<br>Phoenix, AZ 85004<br>602-506-4206<br>cathy.chiang@maricopa.gov | | Philip Yabes, Senior Center Manager<br>City of Buckeye<br>201 E. Centre Avenue<br>Buckeye, Arizona 85326<br>623-349-6604<br>pyabes@buckeyeaz.gov |

Unless otherwise provided below, all notices to a Party required or permitted under this Agreement shall be in writing to the persons at the addresses listed below by: (i) a nationally recognized delivery service (e.g., Federal Express or UPS) with confirmation receipt requested; (ii) United States Post Office certified mail, postage prepared and return receipt requested; and (iii) e-mail with delivery receipt. Unless otherwise indicated in the notice, the notice shall be effective: (i) upon receipt if delivered by a nationally recognized delivery service; (ii); three business days after being placed in the U.S. Mail properly addressed, with sufficient postage, if sent by certified mail; and (iii) on the day of transmission if sent by e-mail transmission on a business day by 5:00 p.m. Mountain Standard Time or the following business day if sent on a business day after 5:00 p.m. Mountain Standard Time or if sent on a non-business day. Business day means Monday through Friday, unless recognized as a federal or State of Arizona holiday.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties. Nothing in this Agreement shall be construed as consent

to any lawsuits or waiver of any defenses in a lawsuit brought against the County or the Contractor in any state or federal court.

The Parties have 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

Dan Cotterman June 27, 2022

Dan Cotterman Date
City Manager

APPROVED BY:

MARICOPA COUNTY

Bill Gates JUL 15 2022

Bill Gates, Chairman Date
Board of Supervisors

Attested to:

Lucinda Aja June 27, 2022

Lucinda Aja Date
City Clerk

Attested to:

Juanita Garza JUL 15 2022

Juanita Garza 062222 Date
Clerk, Board of Supervisors

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.

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:

JAG June 27, 2022

Attorney for the Contractor Date

APPROVED AS TO FORM:

Rene C. Longo 7/11/22

Deputy County Attorney Date

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAA5jO3-V2AnUb9xMgQslCKkFruIJTddGkR

## SECTION 1

## GENERAL PROVISIONS

**Maricopa County**
**Human Services Department**

## 1.0 PURPOSE

The Contractor shall provide Community Action Program (CAP) services in specific geographic areas and service boundaries. CAP services include the delivery of Crisis Case Management and the coordination of Financial Literacy Training and Employment Assistance Services to assist low-income households in crisis situations, to move closer to economic self-sufficiency. Detailed program activities identified in Section 3 (Work Statement).

## 2.0 TERM

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 Contractor 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 Contractor 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 TERMINATION

5.1 Under A.R.S. § 38-511, either Party 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 the County 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. Additionally, pursuant to A.R.S. § 38-511, the County 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 County from any 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.

5.2 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.

5.3 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 Contractor'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.

5.4 The County may suspend or terminate this Agreement if the Contractor violates any term or condition of this Agreement or if the Contractor fails to maintain a good-faith effort to carry out the purpose of this Agreement.

5.5 The Parties may terminate this Agreement for convenience. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Party in writing stating the reasons for such termination.

## 6.0 ADMINISTRATIVE CHANGE ORDERS

6.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change shall be approved and fully executed by the Chairman of the Board of Supervisors and the Contractor. Administrative Change Orders may address any of the following areas:

6.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;

6.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;

6.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and

6.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by local regulations, policies or requirements.

## 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 DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

8.1 **ADES** means the Arizona Department of Economic Security.

8.2 **Assistant Director** means the Assistant Director of the Community Services Division of the Maricopa County Human Services Department.

8.3 **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.

8.4 **Community Action Agency** means an eligible entity designated by the Governor to address the causes and conditions of poverty in a local area, as outlined under the Community Services Block Grant (CSBG) Act.

8.5 **CAP Office** means an organization or agency delivering Community Action Program (CAP) services on behalf of the Maricopa County Human Services Department/Community Services Division.

8.6 **Case** A record that contains all of a client's case management information. Created when a client is determined eligible for assistance for a program. A case will include the service plan, client services, and service authorizations.

8.7 **Client** means an eligible individual who meets the requirements for a particular service or program as outlined under state and federal law.

8.8 **Client Service Specialist** means a staff person that accesses and analyzes services needed by a client to coordinate and develop a delivery plan that assists with the current and long-term case management of their clients.

8.9 **COATES** means Community Opportunities, Accountability, Training and Educational Services Act of 1998, Public Law 105-285.

8.10 **Community Service Area (CSA)** means the geographic service area within the County in which Community Action Program services will be provided.

8.11 **Contractor** means the organization that contracts with Maricopa County to provide services identified in this Agreement.

8.12 **County** means Maricopa County, a political subdivision of the State of Arizona.

8.13 **Department** means the Maricopa County Human Services Department or may be referred to as MCHSD.

8.14 **Director** means the Director of the Maricopa County Human Services Department.

8.15 **Disposition** means the determination of the program application's status, that follow the appropriate action as defined in the policies and procedures handbook.

8.16 **Division** means the Maricopa County Human Services Department, Community Services Division, also referred to as CSD.

8.17 **HSD Dynamics** means Maricopa County Human Services Department's comprehensive, web-based, client-driven case management database.

8.18 **Linguistically Appropriate and Culturally Relevant** means respect and responsiveness to explicit cultural and linguistic needs of individuals that is reflected in behaviors, attitudes, and policies that form an CAP Office service system. Such a system enables the CAP Office, to work effectively in cross-cultural situations. The CAP Office will offer culturally compatible service delivery in taking into account distinct nuances and differing values, behaviors, expectations, and life skills that are often rooted in varied cultures.

8.19 **Arizona@Work Maricopa County** means the workforce program operated by the Maricopa County Human Services Department's Workforce Development Division.

8.20 **Maricopa County Community Services Commission** means an advisory body consisting of low-income households, public elected officials, and other organizations who have interest in the communities served, that fully participate in the development, planning, implementation, and evaluation of the programs administered by the Community Services Division.

8.21 **MCHSD/CSD** means the Maricopa County Human Services Department, Community Services Division.

8.22 **MCHSD/CSD Policy & Procedure Program Manual** means the Maricopa County Human Services Department/ Community Services Division policy and procedure manual developed and maintained by the Community Services Division, which delineates program eligibility requirements, procedural guidelines, application and documentation procedures, and benefit levels for financial assistance programs.

8.23 **MCHSD Case Management Report** means the quarterly program report that tracks outcomes for clients that have received case management services.

8.24 **Paper Application** means a hard copy view of a client's data that is relevant to Community Services Division's programs, to support the ability for clients without technology to submit a request for services.

8.25 **Priority Level** means the numerical levels assigned to specific criteria as reported by the client, reviewed, and assessed before each program application is escalated and assignment to a client service specialist for processing.

8.26 **Process** means a series of actions which are carried out regularly and in accordance with established policies and procedures in order to achieve a consistent and accurate end result.

8.27 **Program Application** means a record designed to collect client's data specific to each program offered by Maricopa County Human Services.

8.28 **Provider Profile** means a record designed to collect specific data and documentation required to register a provider as an authorized vender with Maricopa County (name, phone number, email address, completed W-9 and Landlord Verification form).

8.29 **Quality Assurance Review** means a thorough review of the data collected in the application, program application, and case to ensure that policies and procedures set into place for each program are being implemented correctly.

8.30 **Quality Assurance Specialist** means the designated staff person responsible for the review and approval of service authorizations in HSD Dynamics.

8.31 **Respondent** means the individual or organization responding to this solicitation.

8.32 **Results Oriented Management and Accountability (ROMA)** means a performance management prescribed by the federal Department of Health and Human Services for Community Action Agencies.

8.33 **Self-Sufficiency** means the ability of an individual of family to sustain a given status without ongoing support from social service agencies.

8.34 **Service Authorization** means a form to request payment of service, created for each month a payment will be delivered, and reviewed and approved by a supervisor and finance staff.

8.35 **State** means the State of Arizona

8.36 **Vulnerable Adult** means an individual who is eighteen years of age or older and who is unable to protect himself from abuse, neglect, or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. 14-5101.

## 9.0 GENERAL REQUIREMENTS

9.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations. Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.

9.2 The Contractor 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.

9.3 The Contractor 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.

9.4 The Contractor shall comply with the regulations prohibiting a conflict of interest.

9.5 The Contractor 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 Contractor's organization or with which the Contractor (or one of its directors, officers, owners, trust certificate holders, or relatives) has a substantial interest, unless the Contractor has made full written disclosure of the proposed payments to the County and has received written approval, therefore.

9.6 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

## 10.0 ASSIGNMENT AND SUBCONTRACTING

10.1 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 Contractor 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.

10.2 The Subcontractor's rate for the job shall not exceed that of the Contractor's rate, as bid in the pricing section, unless the Contractor is willing to absorb any higher rates, or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Contractor's invoice.

## 11.0 AVAILABILITY OF FUNDS

11.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, 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 Contractor fully informed as to the availability of funds.

11.2 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.

## 12.0 BUDGET ADJUSTMENTS

12.1 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.

12.2 The Contractor 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 Contractor's authorized Representative as defined in Section 1 (General Provisions), Paragraph 6.0 (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.

## 13.0 DISPUTES

13.1 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.

13.2 If a dispute cannot be resolved informally, then the Contractor 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 13.1 above.

13.3 The Assistant Director shall respond in writing to the Contractor 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 Contractor is served with the decision, the Contractor files a written notice of appeal with the Human Services Department Director.

13.4 The Human Services Department Director shall provide the Contractor 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.

13.5 Pending a final decision of the Director, the Contractor shall diligently proceed with its performance of this Agreement in accordance with the Assistant Director's decision.

**14.0 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.

**15.0 STRICT COMPLIANCE**

The County's acceptance of the Contractor'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.

**16.0 SINGLE AUDIT ACT REQUIREMENTS**

The Contractor 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 Contractor 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 Contractor 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 the County that the Contractor is not in -compliance with the audit requirements.

**17.0 AUDIT DISALLOWANCES**

17.1 The Contractor 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.

17.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Contractor 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 Contractor by the amount

of the disallowance or to require immediate repayment of the disallowed amount by the Contractor issuing a check payable to the County.

**18.0 SUSPENSION OF WORK**

The County may order the Contractor, 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 Contractor. 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.

**19.0 STOP WORK ORDER**

19.1 The County, 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 Agreement for a period of 90 calendar days after the order is delivered to the Contractor, 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 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. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the County shall either:

19.1.1 cancel the stop work order; or

19.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

19.2 The County may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor

**20.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE**

20.1 Notwithstanding anything to the contrary, this Paragraph shall not be deleted or superseded by any other provision of this Agreement.

20.2 This Agreement may be immediately terminated by the County if the Contractor defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Contractor'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 Contractor if the Contractor is unable or fails to provide required services within the specified time frame in the work statement.

20.3 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:

20.3.1 Non-performance of any obligations required by this Agreement.

20.3.2 Noncompliance with any applicable federal, state, or local laws, rules or regulations, including guidelines, policies, or directives.
20.3.3 Unauthorized expenditure of funds.
20.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB Uniform Guidance 2 C.F.R. § 200.
20.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.

20.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Contractor shall, without intent to limit or with restrictions, be subject to the following:
20.4.1 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.
20.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
20.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Contractor 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.
20.4.4 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.
20.4.5 The Contractor 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.

## 21.0 COMPETITIVE BIDDING

21.1 If the Contractor is authorized to purchase supplies and equipment itemized in the Agreement for utilization in the delivery of contract services, Contractor 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. Any procurement in violation of this provision shall be considered a financial audit exception.
21.2 Contractor's own bidding procedures shall govern, as long as the procurement practices comport with federal law.
21.3 The Contractor shall maintain an accessible written procurement manual.

**22.0 PROPERTY**

22.1 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 Contractor within the limits budgeted in this Agreement.

22.2 Any Contractor property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Contractor. Repair costs of such property shall be the responsibility of the Contractor.

22.3 The Contractor 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.

**23.0 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 Contractor 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 Contractor or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, agencies, boards, commissions, or subcontractors in connection with this Agreement.

**24.0 RECIPROCAL INDEMNIFICATION**

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.

**25.0 INSURANCE**

25.1 Exceptions:

25.1.1 The Contractor as a public entity is exempt from the Insurance requirements but shall provide a Certificate of Insurance.

25.1.2 The Contractor shall ensure the Insurance thresholds are met:

25.1.2.1 Commercial Umbrella a limit of no less than $2,000,000 for each occurrence

25.1.2.2 General Aggregate Limit $4,000,000

25.1.2.3 Workers' Compensation a limit of no less than $1,000,000 for each accident

25.1.2.4 Sexual Molestation and Physical Abuse not less than $2,000,000.00 per occurrence and $4,000,000.00 aggregate

**26.0 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.

**27.0 TECHNICAL ASSISTANCE**

The County will provide reasonable technical assistance to the Contractor 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 Contractor of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

**28.0 STAFF AND VOLUNTEER TRAINING**

The County may make available to the Contractor the opportunity to participate in any applicable training activities conducted by the County.

**29.0 CLEAN AIR ACT**

If the total face value of this Agreement exceeds $100,000, the Contractor 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.

**30.0 LOBBYING**

30.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Contractor 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.

30.2 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 Contractor shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

**31.0 RELIGIOUS ACTIVITIES**

The Contractor warrants that none of its costs and none of the costs incurred by the Contractor or any of its Subcontractors will include any expense for any religious activities.

**32.0 POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property or services contributed by the County or the Contractor 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.

**33.0 COVENANT AGAINST CONTINGENT FEES**

The Contractor 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.

**34.0 SAFEGUARDING OF PARTICIPANT INFORMATION**

34.1 The Contractor 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 Contractor 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.

34.2 The Contractor shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. §§ 41-161, *et seq.* MCHSD/CSD will advise the Contractor as to applicable policies and procedures adopted for such compliance.

34.3 The Contractor 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 Contractor's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

**35.0 CONFIDENTIAL INFORMATION**

35.1 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 Contractor's obligation regarding such information.

35.2 The Contractor 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. The Contractor'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 Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

35.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

**36.0 RIGHTS IN DATA**

The Parties shall 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.

**37.0 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.

**38.0 AGREEMENT COMPLIANCE MONITORING/AUDITING**

38.1 The County shall monitor the Contractor's compliance with, and performance goals under, the terms and conditions of this Agreement as well as applicable federal regulations. 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 Contractor's normal business hours, announced or unannounced.

38.2 The County will conduct on-site monitoring, at a minimum of once every two (2) years. Monitoring to include but not limited to: facilities, administrative and financial operations, and programmatic service delivery.

38.3 County will monitor monthly expenditures of funds, to determine over/under expenditure patterns. County staff will meet with CAP to discuss spending trends and methods to be used to ensure services are available throughout the term of the contract.

38.4 The Contractor will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring for inspection and copying. Failure of Contractor 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.

**39.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS**

39.1 The Contractor 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 Contractor to notify the Department County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.

39.2 The Department may request, and the Contractor 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.

39.3 If the Department determines that the award to the Contractor 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 Contractor disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" section contained in this Agreement.

**40.0 MINIMUM WAGE REQUIREMENTS**

The Contractor agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended and as specified by Arizona law.

**41.0 RECOGNITION OF COUNTY SUPPORT**

The Contractor shall give recognition to the County and the funding source for its support when the Contractor publishes materials or releases public information that is paid for in whole or in part with funds received by the Contractor under this Agreement.

**42.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS**

42.1 Contractor 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, Contractor 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.

42.2 The Contractor, 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 Contractor shall include this clause in all of its Subcontracts.

**43.0 DISABILITY REQUIREMENTS**

The Contractor 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.

**44.0 EQUAL EMPLOYMENT OPPORTUNITY**

44.1 The Contractor 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.

44.2 The Contractor 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.

44.3 The Contractor shall and shall cause its Subcontractors to comply with:

44.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);

44.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);

44.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);

44.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and

44.3.5 Arizona Executive Order 2009-09, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.

**45.0 UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Agreement, the Contractor 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*.

**46.0 FINANCIAL MANAGEMENT**

46.1 The Contractor agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

46.2 The Contractor 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.

46.3 The Contractor 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 Contractor. 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.

46.4 The Contractor 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.

**47.0 RETENTION OF RECORDS**

47.1 This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the Contractor that are related to this Agreement.

47.2 The Contractor 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.

**48.0 ADEQUACY OF RECORDS**

If the Contractor'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 Contractor shall reimburse the County for the services not supported and documented.

**49.0 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

49.1 By entering into the Agreement, the Contractor 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 Contractor 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 Contractor 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.

49.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Agreement to verify compliance with paragraph 49.1 of this Section. Contractor 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 Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the Contractor 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 Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**50.0 DRUG FREE WORKPLACE ACT**

The Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Contractors and grantees of federal funds must certify that they will provide drug-free workplaces.

**51.0 EMPLOYMENT DISCLAIMER**

51.1 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.

51.2 The Parties agree that no individual performing under this Agreement on behalf of the Contractor 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 Contractor 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.

51.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Contractor agent, employee, or representative and that no rights of the Contractor civil service, the Contractor retirement, or the Contractor 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 Contractor with respect thereto.

**52.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION**

52.1 The Contractor, by signing this Agreement, represents that he/she has the authority to bind the Contractor to the terms of this Certification. The Contractor, 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:

52.1.1 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;

52.1.2 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;

52.1.3 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 52.1.2 above; and

52.1.4 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.

52.2 The Contractor 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.

**53.0 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

53.1 The Contractor agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on the Contractor 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;

53.2 The Contractor 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 Contractor and copies provided to County upon request; and

53.3 The Contractor shall insert the substance of this clause, including this Paragraph 53.0, in all subcontracts over the simplified acquisition threshold ($250,000 as of June 2021).

**54.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01**

If the Contractor 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 Contractor 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.

**55.0 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.

**56.0 FORCE MAJEURE**

56.1 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.

56.2 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.

56.3 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.

## SECTION 2

## SPECIAL PROVISIONS

**Maricopa County**

**Human Services**

## 1.0 STANDARDS

The Contractor shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Department whenever the Contractor 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 Contractor 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 Contractor to the remedies provided in the Section 1 (General Provisions), Paragraph 20.0, (Default and Remedies for Noncompliance).

## 2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties to it, are subject to all applicable federal, state, or local laws, rules, and regulations. The Contractor comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to Paragraph 4.0 (Default and Remedies for Noncompliance) provided in the Special Provisions.

## 3.0 AUDIT REQUIREMENTS

In accordance with A.R.S. § 11-624, the Contractor shall, at its own expense, file with the County by March 31st of each Agreement year, either:

3.1 Audited financial statements prepared in accordance with federal single audit requirements; or

3.2 Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant; or

3.3 A Comprehensive Annual Financial Report, prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

## 4.0 SYSTEM FOR AWARD MANAGEMENT

4.1 The Contractor must register in System for Award Management (SAM) www.sam.gov/SAM/ (a database of basic business information for Contractors), and obtain a Unique Entity Identifier (UEI) number through http://fedgov.dnb.com/webform.

4.2 The Contractor must remain current with their registration throughout the term of the Agreement.

4.3 For additional information on System for Award Management (SAM) and, UEI use this link: https://www.sam.gov/SAM/pages/public/generalInfo/aboutSAM.jsf

## 5.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

5.1 Contractor shall comply with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009 and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract.

## 6.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY

The Contractor shall ensure:

6.1 Background checks are conducted on all individuals providing direct services to children or vulnerable adults, the following shall apply:

6.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of the Contract.

6.1.2 Contractor shall request ADES to conduct Central Registry Background Checks on behalf of employees. The information contained in the Central Registry will be used as a factor to determine qualifications for positions that provide direct service to juveniles or vulnerable adults as follows:

6.1.2.1 Any person, their employees or volunteers who apply for a contract with MCHSD; or

6.1.2.2 All employees of the Contractor; or

6.1.2.3 A subcontractor of the Contractor and the subcontractor's employees; and

6.1.2.4 Prospective employees of the Contractor or its subcontractor at the request of the prospective employer.

6.1.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

6.1.3.1 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification, or other benefit because the person has been granted a Central Registry exception.

6.1.3.2 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults under this Contract, persons shall certify on forms provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

6.1.4 A person awaiting receipt of the Central Registry Background Check may provide direct services to clients after completion and submittal of the Direct Service Position certification form if the certification states:

6.1.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

6.1.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

6.1.5 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to program participants.

6.1.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

6.1.7 The Contractor shall require each employee to complete and sign the Direct Service Position form and retain in a confidential file for five (5) years after termination of the Contract.

6.1.7.1 The Request for Search of Central Registry for Background Check form and the Direct Service Position form can be found at: https://des.az.gov/documents-center In the Document Center "Filter by Category" Select "Aging" and click on "Search". Document Number "AAA-1344A" "Direct Service Position".

6.1.7.2 Download forms, complete for each employee and submit to Arizona Department of Economic Security Division of Aging and Adult Services as instructed on the forms.

6.1.8 Upon request the Contractor shall make available valid Background Check information to County.

## 7.0 FINGERPRINTING

7.1 Contractor shall comply with, and shall ensure that all Contractor's employees, independent contractor, subcontractors, volunteers, and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

7.1.1 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but not limited, to the following: A.R.S. § 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

7.1.2 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under the Contract, the following provisions apply:

7.1.2.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven (7) working days of employment.

7.1.2.2 Except as provided in A.R.S. § 46-141, the Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in the State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

7.1.2.3 Upon request the Contractor shall make available valid Fingerprint information to County.

## 8.0 NON-DISCRIMINATION

8.1 Contractor shall comply with the following federal regulations:

8.1.1 Title VII of the Civil Rights Act of 1964, as amended;

8.1.2 Age Discrimination in Employment Act;

8.1.3 Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap;

8.1.4 The Fair Labor Standards Act of 1938, as amended;

8.1.5 Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin;

8.1.6 Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services;

8.1.7 Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities;

8.1.8 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

8.1.8.1 "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, (**insert Contractor name here**) prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, and disability. The (**insert Contractor name** here) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (**insert Contractor name here**) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (**insert Contractor name here**) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (**insert Contractor contact person and phone number here**) "Para obtener este documento en otro formato o obtener información adicional sobre esta política, (**insert Contractor contact person and phone number here**)."

## SECTION 3

## WORK STATEMENT

**Maricopa County**

**Human Services**

## 1.0 PROGRAM GOALS

Maricopa County is a designated Community Action Agency, authorized under the federal Community Services Block Grant (CSBG) Act to address the causes and conditions of poverty in local areas. The Maricopa County Human Services Department/Community Services Division (MCHSD/CSD) administers the Community Action Program activities, the primary purpose of the CSD is to provide a range of programs or services that are intended to:

- pursue the reduction of poverty,
- the revitalization of low-income communities; and
- the empowerment of low-income families and individuals to become fully self-sufficient.

Through partnerships with local municipalities or private, non-profit organizations community action programs and services are provided to residents in the local area.

## 2.0 SCOPE OF WORK

Community Action Program (CAP) Client Services:
CAP Client Services is a mandatory component of this Agreement that includes the delivery of Crisis Case Management and the coordination of Financial Literacy Training and Employment Assistance Services.

2.1 Crisis Case Management Services includes both financial and non-financial assistance to eligible households with low incomes to stabilize immediate, emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/underemployed.

2.1.1 Eligibility for financial assistance is determined and benefit payments made on behalf of program participants, these include but are not limited to, temporary emergency shelter, emergency rent, move-in assistance, utility payments or deposits, and emergency utility payments.

2.1.1.1 Eligibility criteria for financial assistance funds is defined in the MCHSD/CSD Policy & Procedure Program Manual.

2.1.2 The services shall also include non-financial assistance services that provides information and referral to other programs or services including referrals to child support enforcement.

2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Contractor through the HSD Dynamics.

2.1.3.1 MCHSD/CSD will make payment directly to vendors upon authorization by County.

2.1.3.1.1 Contractor shall be required to reimburse the County for payments that do not meet the eligibility requirements in which they approved payment for on behalf of clients.

2.1.3.2 The County shall not be responsible for providing payment to unauthorized clients when an error was made by the Contractor.

2.1.3.2.1 The Contractor shall be responsible for fulfilling those payment authorizations directly.

2.1.4 Available Financial Assistance Services shall include the following:

2.1.4.1 Utility Assistance

2.1.4.1.1 Utility payments and deposits for heating and cooling;

2.1.4.1.2 Payment of water bills related to cooling (May 1–Oct 1); and
2.1.4.1.3 Rental assistance where utility payment is included in rent.
2.1.4.2 Rental Assistance
2.1.4.2.1 Rental assistance to prevent eviction; and
2.1.4.2.2 Move in assistance to include rental deposits and first month rent.
2.1.5 Available Non-Financial Assistance Services shall include the following:
2.1.5.1 Information and Referral - Referrals shall include but not limited to the following:
2.1.5.1.1 SOLARI (formerly known as AZ 211) crisis case management services
2.1.5.1.2 Community Legal Services (CLS) for households who are facing immediate eviction;
2.1.5.1.3 Other MCHSD programs/ services;
2.1.5.1.4 Referrals to child support enforcement services; and
2.1.5.1.5 Assistance completing application for SNAP, AHCCCS, and Unemployment Insurance;
2.1.5.2 Food or Nutrition Programs - Provision of food or nutrition services to counteract the impacts of starvation or malnutrition, including the provision of food boxes or referral to food banks or food distribution sites.

2.2 Financial Literacy Training
2.2.1 On-site Financial Literacy Training will be provided by the MCHSD Community Services Division. To assist household in achieving financial empowerment and to build financial stability.
2.2.2 Contractor shall promote and coordinate training classes to occur, at a minimum of twice a year.

2.3 Employment Assistance Services
2.3.1 Services are intended to assist unemployed and underemployed individuals find jobs that offer a livable wage.
2.3.2 Services will be provided through a partnership with MCHSD Workforce Development Division's ARIZONA@Work - Maricopa County program, with a focus on households who apply for utility or rental financial assistance services.
2.3.3 The following Employment Assistance Services shall be available:
2.3.3.1 Monthly job readiness/ employment workshops;
2.3.3.2 Self-directed job search and career exploration activities; and
2.3.3.3 Direct referrals to ARIZONA@Work - Maricopa County for intensive employment services.

2.4 Service Requirements:
2.4.1 County Funded Financial Assistance Services
2.4.1.1 Contractor shall conduct application intake for financial assistance services to clients that apply in person with a paper application or needing assistance applying online.
2.4.1.2 On-site application process shall include the following:

2.4.1.2.1 Provide paper applications, or assist clients with completing the online application process;
2.4.1.2.2 Collect client eligibility documents for identified services, as required in the MCHSD/CSD Policy & Procedure Program Manual;
2.4.1.2.3 Information from the paper application shall be entered into HSD Dynamics withing 24 hours;
2.4.1.2.4 Upload a copy of the paper application in HSD Dynamics;
2.4.1.2.5 Create an application in HSD Dynamics, as well as the program applications that the client is eligible for;
2.4.1.2.6 Upload eligibility documents in HSD Dynamics;
2.4.1.2.7 Research and enter vendor/provider information within twenty-four (24) hours from receiving provider documentation.

2.4.1.3 The Contractor will also process applications submitted through the HSD Dynamics portal and shall follow the process outlined below:
2.4.1.3.1 Contractor shall review agency's queue and will assign twenty (20) applications per week, to Client Services Specialist;
2.4.1.3.2 Upload eligibility documents in HSD Dynamics;
2.4.1.3.3 Research and enter provider information within twenty-four (24) hours from receiving provider documentation;
2.4.1.3.4 Contractor will disposition twenty (20) applications per week, which may include a combination of a rent and utility program application;
2.4.1.3.5 Client Services Specialist will complete a minimum of ten (10) applications, per week, for supervisor review.

2.4.1.4 Contractor shall adhere to the following:
2.4.1.4.1 Use the MCHSD/CSD Policy & Procedure Program Manual, as amended, in the provision of services;
2.4.1.4.2 Document all services provided and supported by County funds in HSD Dynamics;
2.4.1.4.3 Manage and monitor application queue in HSD Dynamics based on application submission date and assigned priority level;
2.4.1.4.4 Document client's program involvement and progress in the required case note section of HSD Dynamics per the MCHSD/CSD Policy and Procedure Program Manual;
2.4.1.4.5 Research provider profile and submit vendor information related to the County vendor registration process, if applicable;
2.4.1.4.6 Conduct quality assurance review on all entered cases within ten (10) calendar days from the case start date;

2.4.1.4.7 Resolve rejected service authorizations and data entry errors within seven (7) calendar days from the rejection date;

2.4.1.4.8 Maintain funds depletion patterns as required by MCHSD/CSD.

2.4.2 AZDES Low-Income Home Energy Assistance Program (LIHEAP) Application Intake

2.4.2.1 Contractor shall adhere to the following intake requirements for AZDES funded LIHEAP services:

2.4.2.1.1 Complete and submit client eligibility information in the designate DES LIHEAP Portal; and

2.4.2.1.2 Comply with all applicable federal/ state regulations and related policy and procedures.

2.4.3 Local Rent/ Utility Financial Assistance Services

2.4.3.1 Contractors shall leverage available local funds in the coordination and delivery of utility and rental assistance to ensure the availability of services through the term of the contract.

2.4.3.2 Funds will be made available in HSD Dynamics. Corresponding rent/ utility services will be recorded in HSD Dynamics and MCHSD will make payments directly to vendor.

2.4.4 Information and Referrals

Contractor shall adhere to the following requirements:

2.4.4.1 Document all internal and external referrals in HSD Dynamics, in accordance with the MCHSD/CSD Policy and Procedure Manual.

2.4.4.2 Information regarding program referrals shall be reported in the MCHSD/CSD quarterly ROMA reports.

2.4.4.3 Referrals to other MCHSD programs and/or services shall be documented and tracked in HSD Dynamics.

2.4.4.4 Provide direct referrals to SOLARI to assist households with other crisis services.

2.4.4.5 Referrals will be made to Community Legal Services to assist household who are facing immediate eviction for non-payment of rent or who received assistance and have a judgement that is not satisfied.

2.4.4.6 Provide information and referrals to local government child support offices for clients who are custodial parents in single parent households.

2.4.5 Employment Assistance Services

Contractor shall adhere to the following requirements:

2.4.5.1 Schedule and coordinate the delivery of on-site job readiness/employment related workshops which will be conducted by HSD Workforce Development Division.

2.4.5.2 Document training/workshop attendance in HSD Dynamics case notes.

2.4.5.3 Provide access to computers and related equipment for self-directed job search/career exploration activities.

2.4.5.4 Refer clients (via HSD Dynamics) to ARIZONA@Work - Maricopa for occupational skills training and other workforce services.

2.4.5.5 Employment outcomes shall be documented in the HSD Dynamic case notes.

2.5 Facility Requirements:

2.5.1 Contractor shall ensure staff on-site are able to navigate to websites and provide generalized assistance to clients. Staff shall provide access to through self-maintaining or partnership agreements, a computer lab to include multiple computers with internet access, fax machines, copier, phones, and basic office supplies to allow individuals access to the following:

2.5.1.1 AZDES LIHEAP Application Portal;
2.5.1.2 HSD Client Portal;
2.5.1.3 ADOH Mortgage Assistance Portal;
2.5.1.4 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;
2.5.1.5 Online job search and submission of application/ resume; and/or
2.5.1.6 Information regarding scholarships and federal financial aid.

2.5.2 Contractor shall ensure adequate space for the following:

2.5.2.1 On-site workshops and training classes;
2.5.2.2 Local job/career fairs; and
2.5.2.3 Eligibility determination where confidential information cannot be overheard.

2.6 Reporting Requirements:

2.6.1 Contractor shall submit programmatic and financial reports to MCHSD as listed below:

2.6.1.1 Results Oriented Management and Accountability (ROMA/ROMA Next Gen) data and/or reports no later than the 10th business day after the end of each quarter of the fiscal year.
2.6.1.2 Monthly invoices/claims with supporting documentation no later than the 10th business day, following the end of the month.
2.6.1.3 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.
2.6.1.4 Failure to submit required reports in the designated timeframe listed may result:
2.6.1.4.1 in a forfeiture of payment, if not submitted by the forty-fifth (45th) calendar days following the end of a month.
2.6.1.5 in a forfeiture of final payment, if final program and fiscal reports is not submitted within the designated time period, determined by MCHSD following the Contract term.

2.7 HSD Dynamics Access:

2.7.1 Access to HSD Dynamics will be provided by MCHSD/CSD upon request from Contractor.

2.7.2 Contractor shall provide MCHSD/CSD information regarding staffs' name, position title, contact information, and confirmation of successful completion of background check.

2.7.3 MCHSD reserves the right to immediately remove access if it is determined Contractor's personnel is a risk to the County operations for any of the following reasons but not limited to:

2.7.3.1 Approving clients for services they are not eligible for;

2.7.3.2 Denying eligible clients services; and

2.7.3.3 Accessing the HSD Dynamics for any purpose other than areas of responsibility.

2.7.4 MCHSD will provide Contractor programmatic ad hoc reports, as requested.

2.7.5 MCHSD reserves the right to deny Contractor's access to program data.

2.8 Staff Requirements:

2.8.1 Contractor shall:

2.8.1.1 Ensure staff and/or volunteers do not provide direct services to clients until all appropriate Background Checks and Fingerprint clearance have been completed with satisfactory results and procedures are in place if results are unsatisfactory;

2.8.1.2 Maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with roles, responsibilities and job descriptions;

2.8.1.3 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs;

2.8.1.4 Provide staff and volunteers with supervision, equipment, materials and supplies necessary to perform contracted services;

2.8.1.5 Provide training to all new employees and volunteers providing services under this Agreement, to include but not limited to the following:

2.8.1.5.1 An overview of the MCHSD/CSD Policy and Procedure Manual; and

2.8.1.5.2 Requirements of ARS §46-140.01 and ARS §1-501 and ARS § 1-502 regarding eligibility for state and local benefits.

2.8.1.6 Maintain documentation that verifies case management staff have received relevant training and provide documentation upon request to MCHSD;

2.8.1.7 The Contractor shall be required to notify MCHSD of staff changes and vacant positions within two (2) business days of staff changes. The Contractor shall fill case worker vacancies, no later than thirty (30) days after the vacancy occurs, to ensure service availability and clients are not turned away due to lack of staff. MCHSD may assist in the selection of the replacement candidate.

2.8.2 Code of Conduct:

2.8.2.1 The Contractor shall avoid any action that might create or result in the appearance of:

2.8.2.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract.
2.8.2.1.2 Actions on behalf of the County without appropriate authorization.
2.8.2.1.3 Providing favorable or unfavorable treatment to anyone.
2.8.2.1.4 Making a decision on behalf of the County that exceeds their authority, displaying preferential treatment or actions that would have unfavorable consequences for the County.
2.8.2.1.5 Misrepresenting or otherwise imped the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the County.
2.8.2.1.6 Loss of impartiality when advising the County.

2.9 Community Action Program Meetings:
2.9.1 MCHSD will facilitate quarterly meetings with CAP contractors to communicate new developments, discuss problems, address barriers to services, share ideas for improvements, and to address other identified topic areas.
2.9.2 Contractor shall be required to ensure that a designated staff member participates in CAP meetings, as scheduled.
2.9.3 Cooperation in Strategic Planning and Community Needs Assessment:
2.9.4 Contractor shall participate in strategic planning initiatives which lead to the development of the five (5) year strategic plan and the annual Community Action Plan and provide information regarding the causes/condition of poverty within the designated geographic service area.

2.10 Training and Technical Assistance:
2.10.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance on:
2.10.1.1 MCHSD/CSD Policy & Procedure Program Manual;
2.10.1.2 MCHSD funded financial assistance services;
2.10.1.3 Use of HSD Dynamics;
2.10.1.4 Reports and forms, as required;
2.10.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;
2.10.1.6 Trauma Informed Care
2.10.1.7 Motivational Interviewing
2.10.1.8 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
2.10.1.9 Review of program monitoring findings; and
2.10.1.10 Other training and technical assistance as needed/required.

2.11 Limited English Proficiency:
2.11.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.
2.11.2 Applicable Program Rules and Regulations:
2.11.2.1 Contractor shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:

2.11.2.2 COATS Human Services Reauthorization Act of 1998;
2.11.2.3 2 CFR 200–Uniform Administrative Requirements;
2.11.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;
2.11.2.5 Stewart B. McKinney Homeless Assistance Act;
2.11.2.6 ARS §46-241-State Short Term Crisis Services;
2.11.2.7 ARS §46-731–Utility Assistance;
2.11.2.8 ARS §46-741–Neighbors Helping Neighbors;
2.11.2.9 ARS §46-140.01-Verification of identity and citizenship and/or immigration status; and
2.11.2.10 ARS§§1-501-1-502, regarding eligibility for federal, state, or local public benefits.

2.11.3 The requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.

2.11.4 P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

2.11.5 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,

2.11.6 A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

2.11.7 Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

2.12 MCHSD Grievance Procedures:

2.12.1 Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and the County any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services.

2.12.2 Individuals seeking/receiving County funded assistance who feel that they have not been treated fairly may submit a written grievance to the MCHSD/CSD.

2.12.3 Contractor shall follow MCHSD grievance procedures as outlined in the MCHSD/CSD Policy & Procedure Program Manual

2.13 Pandemic Award Performance

2.13.1 The Contractor shall establish a written plan that illustrates how the services and contract performance standards will be met in the event of a pandemic occurrence.

2.13.2 The pandemic performance plan shall include:

2.13.2.1 Key succession and performance planning if a sudden significant decrease in Contractor's workforce should occur.

2.13.2.2 Alternative methods to ensure services are available.

2.13.2.3 An up-to-date list of Contractor contacts and organizational chart.

2.13.2.4 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government, or the World Health Organization, which makes performance of any term under this Award impossible or impracticable, the MCHSD shall have the following rights:

2.13.2.5 After the official declaration of a pandemic, MCHSD may temporarily void the Award in whole or specific sections if the Awardee cannot perform to the standards agreed upon in the initial terms.

2.13.2.6 MCHSD shall not incur any liability if a pandemic is declared, and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended by the Arizona Procurement Code.

2.13.2.7 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, MCHSD, at its sole discretion may reinstate the temporarily voided Award.

## SECTION 4

## BUDGET AND COMPENSATION

**Maricopa County**

**Human Services**

## 1.0 BUDGET

1.1 Cash Match/Leverage Requirements

1.1.1 The Contractor is required to leverage a minimum 25% cash match of the total Agreement award, to support administration and operating costs in the delivery of program services.

1.1.2 Contractor shall provide information regarding the revenue sources and amounts of cash match contributions.

1.1.3 Contractor shall also leverage local direct service funds in the coordination and delivery of utility and rental assistance services to ensure the availability of services through the term of the Agreement.

1.1.4 Contractor shall provide information regarding the sources of local funds and amounts to be leveraged.

1.2 Funding

1.2.1 Administrative Indirect costs shall not exceed 10% of the direct service cost.

1.2.2 The attached Operating Budget depicts the following:

1.2.2.1 Maricopa County Funding

1.2.2.2 Contractor Funding (Cash-Match)

1.2.3 Funding shall be provided in six (6) month timeframes to support minimum staffing levels as stated below:

1.2.3.1 Funding for the timeframe of July 1, 2022 through December 31, 2022 will support a minimum staffing level of:

1.2.3.1.1 2 full-time equivalent (FTE) positions to include 1.5 Client Services Specialist and .5 Quality Assurance Specialist

1.2.3.2 Funding for the timeframe of January 1, 2023 through June 30, 2023 will support a minimum staffing level of:

1.2.3.2.1 2 full-time equivalent (FTE) positions to include 1.5 Client Services Specialist and .5 Quality Assurance Specialist

1.2.4 Funding Sources for this Agreement are provided by the following Assistance Listing Number (ALN): government-wide collection of Federal programs, projects, services, and activities that provide assistance or benefits to the American public. The ALN contains financial and nonfinancial assistance programs administered by departments and establishments of the Federal government. Activities and Programs to be administered under this Agreement shall be funded through the following ALN funds:

93.667 Social Services Block Grant (SSBG)
93.569 Community Services Block Grant (CSBG)
93.558 Temporary Assistance for Needy Families (TANF)
93.568 Low Income Home Energy Assistance Program (LIHEAP)
21.023 Emergency Rental Assistance Program (ERA)

1.2.4.1 Subject to the availability and authorization of funds for the explicit purposes set forth below, the County shall pay the Contractor on a reimbursement basis for services rendered as indicated in the following subsections:

1.2.4.1.1 The provisions of the Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as provided herein, are actually available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under the Contract and the County shall keep the Contractor fully informed as to the availability of funds.

1.2.4.1.2 If any action is taken by any State agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with this Contract, the County may amend, suspend, decrease, or terminate its obligations under or in connection with the Contract. In the event of termination, the County 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 the Contract. The County 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.

1.3 Cost Reimbursement

1.3.1 The County shall reimburse the Contractor for all allowable costs associated with the performance of work and the provision of services under the Agreement;

1.3.2 The Contractor shall submit a monthly invoice by the 10th day of the month.

1.3.2.1 Invoices shall be submitted to HSDFINANCE@MARICOPA.GOV;

1.3.2.2 Sufficient backup shall also be attached to the Claim, such as a General Ledger or detailed Expenditure Report, with the included charges circled or highlighted.

1.3.2.3 The Contractor shall submit June's invoice no later than the 15th of July of that same year;

1.3.3 Should the County discover a disallowance in the invoice, the following shall apply:

1.3.3.1 Contractor shall be notified and given the opportunity to submit a revised invoice; or

1.3.3.2 Invoice will be processed for payment without reimbursement for the disallowed costs;

1.3.3.3 If the Contractor protests the amount or the reasons for a disallowance, the Contractor shall submit a letter to MCHSD staff requesting a reevaluation of the submitted invoice.

1.3.3.4 If the Contractor is dissatisfied with the outcome of the invoice reevaluation, a protest can be submitted to the MCHSD Director. If the issue is not resolved, the Contractor may initiate a dispute in accord with the Maricopa County Procurement Code dispute procedures.

1.3.4 The County shall reimburse the Subrecipient on a net "0" payment standard.

1.4 Budget Adjustments

1.4.1 If changes do not result in an increase or reduction of the total contract budget amount and result in more than a 10% change in an budget category subtotal, changes will take place with budget change order sheets executed, approved and signed by both the MCHSD Assistant Director and Contractor agency director.

1.4.2 Changes that result in an increase or decrease in the total contract budget will require a formal amendment as listed in Section 1 (General Provisions), Paragraph 4.0 (Amendments).

1.5 Operating Budget

**City of Buckeye**
**Operating Budget**

Contract Operating Period: July 1, 2022 through December 31, 2022

Service: Community Action Program (CAP) Client Services

**Funding Sources**

| | |
|---|---|
| *County | $82,500 |
| Cash Match Contribution | $24,029 |
| **Total Funding** | **$106,529** |

**Budget Categories**

| | Direct Service Costs | Administration Costs | Total Cost |
|---|---|---|---|
| Personnel/ERE | $85,149 | $0 | $85,149 |
| Travel | $800 | $0 | $800 |
| Materials & Supplies | $17,980 | $0 | $17,980 |
| Operating Services | $2,600 | $0 | $2,600 |
| **Total Expenses** | | | **$106,529** |

*Funding will be allocated internally on a monthly basis by Maricopa County Human Services Department/ Financial Services.
Based on fund availability, funds utilized may include, but are not limited to: SSBG, TANF, County Funds, CSBG, LIHEAP and ERA

**City of Buckeye**
**Operating Budget**

Contract Operating Period: January 1, 2023 through June 30, 2023

Service: Community Action Program (CAP) Client Services

**Funding Sources**

| | |
|---|---|
| *County | $82,500 |
| Cash Match Contribution | $24,029 |
| **Total Funding** | **$106,529** |

**Budget Categories**

| | Direct Service Costs | Administration Costs | Total Cost |
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| Personnel/ERE | $85,149 | $0 | $85,149 |
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| Materials & Supplies | $17,980 | $0 | $17,980 |
| Operating Services | $2,600 | $0 | $2,600 |
| **Total Expenses** | | | **$106,529** |

*Funding will be allocated internally on a monthly basis by Maricopa County Human Services Department/ Financial Services.
Based on fund availability, funds utilized may include, but are not limited to: SSBG, TANF, County Funds, CSBG, LIHEAP and ERA

AMENDMENT NO. 1 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF BUCKEYE

I. Maricopa County ("County"), administered by its Human Services Department, and the City of Buckeye, ("Contractor") entered into a financial Intergovernmental Agreement ("Agreement"), which was fully executed on or about June 22, 2022. The purpose of the Agreement is for the Contractor to provide Community Action Program (CAP) services to include Crisis Case Management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency. The Contractor shall provide services in Buckeye and surrounding areas. The Agreement term is the term of July 1, 2022, through June 30, 2023. The County provided the Contractor with $165,000 for the CAP service activities. The County and the Contractor collectively are referred to as the "Parties."

II. The Parties agree to enter into this Amendment No. 1 to amend the Agreement as follows:

A. Extend the Agreement term from July 1, 2023, through June 30, 2024.

B. Revise Section 3 (Work Statement), by removing in its entirety and replacing with the following:

**1.0 PROGRAM GOALS**

Maricopa County is a designated Community Action Agency, authorized under the federal Community Services Block Grant (CSBG) Act to address the causes and conditions of poverty in local areas. The Maricopa County Human Services Department/Community Services Division (MCHSD/CSD) administers the Community Action Program activities, the primary purpose of the CSD is to provide a range of programs or services that are intended to:

- pursue the reduction of poverty,
- the revitalization of low-income communities; and
- the empowerment of low-income families and individuals to become fully self-supportive.

Through partnerships with local municipalities or private, non-profit organizations, community action programs and services are provided to residents in the local area.

**2.0 SCOPE OF WORK**

Community Action Program Services shall include the delivery of crisis services, internal/ external program navigation, and program referrals intended to assist in the stabilization of immediate/ emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/ underemployed.

Services shall be delivered in a wrap around, comprehensive manner to address the needs of the household and to move families closer to economic stability.

2.1 MCHSD Crisis Financial Assistance Services
Eligibility for financial assistance is determined and benefit payments made on behalf of program participants, these include but are not limited to, temporary emergency shelter, emergency rent, move-in assistance, utility payments or deposits, and emergency utility payments.

2.1.1 Clients seeking assistance will apply via HSD Dynamics client portal and will be placed in a queue based on an assigned priority level.

2.1.2 Eligibility criteria for financial assistance funds is defined in the MCHSD/CSD Policy & Procedure Program Manual.

2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Contractor through the HSD Dynamics.

2.1.4 MCHSD/CSD will make payment directly to vendors upon authorization by County.

2.1.5 Available Financial Assistance Services shall include the following:

2.1.5.1 Utility Assistance

2.1.5.1.1 Utility payments and deposits for heating and cooling;

2.1.5.1.2 Rental assistance where utility payment is included in rent.

2.1.5.2 Rental Assistance

2.1.5.2.1 Rental assistance to prevent eviction; and

2.1.5.2.2 Move in assistance to include rental deposits and first month rent.

2.2 Navigation Services
Navigation services are offered to clients following the completion of the HSD Dynamics application. This is a staff assisted function that includes the collection of eligibility documents and completion/ submission of program application for both contractor's internal program (non-County funded) along with external program services.

2.2.1 Navigation to Low-Income Energy Assistance Program (LIHEAP) and Low-Income Household Water Assistance Program (LIHWAP) Services:

2.2.1.1 Contractor shall provide application assistance which may include the following:

2.2.1.1.1 Answering questions about program eligibility and the application process.
2.2.1.1.2 Entering application data directly into the DES portal on behalf of the Client.
2.2.1.1.3 Scanning and uploading required documents, if needed.
2.2.1.1.4 Provide paper applications to clients, upon request, and enter information directly into the DES portal on Client's behalf.
2.2.1.1.5 Provide assistance in completing the ID.me identity verification process to include scanning required documents and uploading to the ID.me website (www.ID.me.com)

2.2.1.2 LIHEAP Life-Threatening Crisis Requirements
2.2.1.2.1 Contractor shall provide the following assistance:
2.2.1.2.1.1 Upon phone/email notification from ADES, initiate a wellness call or check within eighteen (18) hours.
2.2.1.2.1.2 Confirm that the Client is facing Life-Threatening Crisis
2.2.1.2.1.3 Refer Clients to weatherization services for items such as portable heaters, air conditioners, or other necessities if it is determined action is needed.
2.2.1.2.1.4 Assists clients with application and indicate on Client's application the Life-Threatening Crisis needed

2.2.2 Navigation to Maricopa Human Services (MCHSD) Programs
2.2.2.1 Contractor shall navigate to the Community Services Division (CSD) Empowerment Pathway Program.
2.2.2.2 CSD Client Service Specialist shall assess the needs of the household and connect the Client to the following MCHSD divisional (neighborhood) program services:
2.2.2.2.1 Early Education Division (EED) nutritionist, childcare, and early education services
2.2.2.2.2 Senior Adult Services Division (SASD) case management services
2.2.2.2.3 Workforce Development Division (WDD) employment and occupational skills training related services

2.2.2.2.4 Homeless Services

2.2.2.3 Navigation to Internal Program Services

2.2.2.3.1 Contractor shall identify a minimum of two (2) internal programs based on the most recent MCHSD Community Needs Assessment. Contractor will submit a logic model (Exhibit 1) by July 31, 2023, to be approved by MCHSD. The logic model shall provide the following information for each program service:

2.2.2.3.1.1 Community need

2.2.2.3.1.2 Anticipated program outcome(s)

2.2.2.3.1.3 Description of program service

2.2.2.3.1.4 Projected number of individuals/ households to be served

2.2.2.3.1.5 Projected number of individuals/ households who will achieve anticipated program outcome(s);

2.2.2.3.1.6 Data collection methodology

2.2.2.4 Contractor shall conduct follow up contact with clients to assess for additional needs and to track program outcomes as it relates to the outcomes identified in the Contractor's logic model.

2.2.2.4.1 Follow up services shall be conducted at intervals of 3 months, 6 months, and 9 months following the receipt of program services.

2.3 Information and Referrals

2.3.1 Contractor shall provide information and referrals to include but not limited to the following:

2.3.1.1 SOLARI (formerly known as AZ 211) crisis case management services

2.3.1.2 Community Legal Services (CLS) for households who are facing immediate eviction for non-payment of rent or who receive assistance and have a judgement that is not satisfied.

2.3.1.3 Child support enforcement services for clients who are custodial parents in single parent households.

2.3.1.4 Assistance completing application for SNAP, AHCCCS, and Unemployment Insurance;

2.3.1.5 Food and nutrition services to counteract the impacts of starvation or malnutrition.

2.3.1.6 ADOH Mortgage Assistance Program

2.4 Service Requirements

2.4.1 MCHSD Crisis Financial Assistance Services

2.4.1.1 Contractor shall conduct application intake for financial assistance services to clients that apply in person with a paper application or needing assistance applying online.

2.4.1.2 On-site application process shall include the following:

2.4.1.2.1 Provide paper applications, or assist clients with completing the online application process;

2.4.1.2.2 Collect client eligibility documents for identified services, as required in the MCHSD/CSD Policy & Procedure Program Manual;

2.4.1.2.3 Information from the paper application shall be entered into HSD Dynamics within 24 hours;

2.4.1.2.4 Upload a copy of the paper application in HSD Dynamics;

2.4.1.2.5 Create an application in HSD Dynamics, as well as the program applications that the client is eligible for;

2.4.1.2.6 Upload eligibility documents in HSD Dynamics;

2.4.1.2.7 Research and enter vendor/provider information in Dynamics.

2.4.1.3 The Contractor will also process applications submitted through the HSD Dynamics portal and shall follow the process outlined below:

2.4.1.3.1 Contractor shall review agency's queue and will assign twenty (20) applications per week, to Client Services Specialist;

2.4.1.3.2 Upload eligibility documents in HSD Dynamics;

2.4.1.3.3 Research and enter provider information within twenty-four (24) hours from receiving provider documentation;

2.4.1.3.4 Contractor will disposition ten (10) applications per week, which may include a combination of a rent and utility program application;

2.4.1.4 Contractor shall adhere to the following:

2.4.1.4.1 Use the MCHSD/CSD Policy & Procedure Program Manual, as amended, in the provision of services;

2.4.1.4.2 Document all services provided and supported by County funds in HSD Dynamics;

2.4.1.4.3 Manage and monitor application queue in HSD Dynamics based on application submission date and assigned priority level;

2.4.1.4.4 Document client's program involvement and progress in the required case note section of HSD Dynamics per the

MCHSD/CSD Policy and Procedure Program Manual;

2.4.1.4.5 Research provider profile and submit vendor information related to the County vendor registration process, if applicable;

2.4.1.4.6 Conduct quality assurance review on all submitted service authorizations;

2.4.1.4.7 Resolve rejected service authorizations and data entry errors within seven (7) calendar days from the rejection date;

2.4.1.4.8 Maintain funds depletion patterns as required by MCHSD/CSD.

2.4.2 Navigation Services

2.4.2.1 Clients shall have a completed application in HSD Dynamics prior to receiving navigation services to DES portal for LIHEAP/ LIHWAP services or internal program services.

2.4.2.2 Contractor shall ensure that all eligible clients seeking crisis services will be navigated to the Arizona Department Economic Security (DES) portal for LIHEAP and LIHWAP services.

2.4.2.3 Contractor shall provide navigation services as it relates to MCHSD and Internal Program services, to a minimum of 50% of the clients that have been dispositioned in the HSD Dynamic queue.

2.4.2.4 Contractor shall document all navigation services in HSD Dynamics, in accordance with the MCHSD/CSD Policy and Procedure Manual.

2.4.2.5 Navigation services shall be reported in the MCHSD/CSD quarterly ROMA reports.

2.4.2.6 Contractor shall use the MCHSD approved logic model template for internal program navigation.

2.4.3 Information and Referrals

2.4.3.1 Clients shall have a completed program application in HSD Dynamics prior to the delivery of information and referral services.

2.4.3.2 Contractor shall document all referrals in HSD Dynamics, in accordance with the MCHSD/CSD Policy and Procedure Manual.

2.4.3.3 Information regarding program referrals shall be reported in the MCHSD/CSD quarterly ROMA reports.

2.5 Facility Requirements

2.5.1 Contractor shall ensure staff on-site are able to navigate to websites and provide generalized assistance to clients. Staff shall provide access to through self-maintaining or partnership agreements, a computer lab to include multiple computers with internet access, fax machines, copier,

phones, and basic office supplies to allow individuals access to the following:
2.5.1.1 AZDES LIHEAP Application Portal;
2.5.1.2 HSD Client Portal;
2.5.1.3 ADOH Mortgage Assistance Portal;
2.5.1.4 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;
2.5.1.5 Online job search and submission of application/ resume; and/or
2.5.1.6 Information regarding scholarships and federal financial aid.

2.5.2 Contractor shall ensure adequate space for the following:
2.5.2.1 On-site workshops and training classes;
2.5.2.2 Local job/career fairs; and
2.5.2.3 Eligibility determination where confidential information cannot be overheard.

2.6 Reporting Requirements
2.6.1 Contractor shall submit programmatic and financial reports to MCHSD as listed below:
2.6.1.1 Results Oriented Management and Accountability (ROMA/ROMA Next Gen) data and/or reports no later than the 10th business day after the end of each quarter of the fiscal year.
2.6.1.2 Monthly invoices/claims with supporting documentation no later than the 10th business day, following the end of the month.
2.6.1.3 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.
2.6.1.4 Failure to submit required reports in the designated timeframe listed may result:
2.6.1.4.1 in a forfeiture of payment, if not submitted by the forty-fifth (45th) calendar days following the end of a month.
2.6.1.4.2 in a forfeiture of final payment, if final program and fiscal reports is not submitted within the designated time period, determined by MCHSD following the Contract term.

2.7 HSD Dynamics Access
2.7.1 Access to HSD Dynamics will be provided by MCHSD/CSD upon request from Contractor.
2.7.2 Contractor shall provide MCHSD/CSD information regarding staffs' name, position title, contact information, and confirmation of successful completion of background check.

2.7.3 MCHSD reserves the right to immediately remove access if it is determined Contractor's personnel is a risk to the County operations for any of the following reasons but not limited to:
2.7.3.1 Approving clients for services they are not eligible for;
2.7.3.2 Denying eligible clients services; and
2.7.3.3 Accessing the HSD Dynamics for any purpose other than areas of responsibility.
2.7.4 MCHSD will provide Contractor programmatic ad hoc reports, as requested.
2.7.5 MCHSD reserves the right to deny Contractor's access to program data.

2.8 Staff Requirements
2.8.1 Contractor shall:
2.8.1.1 Ensure staff and/or volunteers do not provide direct services to clients until all appropriate Background Checks and Fingerprint clearance have been completed with satisfactory results and procedures are in place if results are unsatisfactory;
2.8.1.2 Maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with roles, responsibilities and job descriptions;
2.8.1.3 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs;
2.8.1.4 Provide staff and volunteers with supervision, equipment, materials and supplies necessary to perform contracted services;
2.8.1.5 Provide training to all new employees and volunteers providing services under this Agreement, to include but not limited to the following:
2.8.1.5.1 An overview of the MCHSD/CSD Policy and Procedure Manual; and
2.8.1.5.2 Requirements of ARS §46-140.01 and ARS §1-501 and ARS § 1-502 regarding eligibility for state and local benefits.
2.8.1.6 Maintain documentation that verifies case management staff have received relevant training and provide documentation upon request to MCHSD;
2.8.1.7 The Contractor shall be required to notify MCHSD of staff changes and vacant positions within two (2) business days of staff changes. The Contractor shall open the recruitment to fill case worker vacancies, no later than thirty (30) days after the vacancy occurs, to ensure service availability and clients are not turned away due to lack of staff. MCHSD may assist in the selection of the replacement candidate.
2.8.2 Code of Conduct:

2.8.2.1 The Contractor shall avoid any action that might create or result in the appearance of:

2.8.2.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract.

2.8.2.1.2 Actions on behalf of the County without appropriate authorization.

2.8.2.1.3 Providing favorable or unfavorable treatment to anyone.

2.8.2.1.4 Making a decision on behalf of the County that exceeds their authority, displaying preferential treatment or actions that would have unfavorable consequences for the County.

2.8.2.1.5 Misrepresenting or otherwise imped the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the County.

2.8.2.1.6 Loss of impartiality when advising the County.

2.9 Community Action Program Meetings

2.9.1 MCHSD will facilitate quarterly meetings with CAP contractors to communicate new developments, discuss problems, address barriers to services, share ideas for improvements, and to address other identified topic areas.

2.9.2 Contractor shall be required to ensure that a designated staff member participates in CAP meetings, as scheduled.

2.9.3 Cooperation in Strategic Planning and Community Needs Assessment:

2.9.4 Contractor shall participate in strategic planning initiatives which lead to the development of the five (5) year strategic plan and the annual Community Action Plan and provide information regarding the causes/condition of poverty within the designated geographic service area.

2.10 Training and Technical Assistance

2.10.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance on:

2.10.1.1 MCHSD/CSD Policy & Procedure Program Manual;

2.10.1.2 MCHSD funded financial assistance services;

2.10.1.3 Use of HSD Dynamics;

2.10.1.4 Reports and forms, as required;

2.10.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;

2.10.1.6 Trauma Informed Care

2.10.1.7 Motivational Interviewing

2.10.1.8 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
2.10.1.9 Review of program monitoring findings; and
2.10.1.10 Other training and technical assistance as needed/required.

2.11 Limited English Proficiency
2.11.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.
2.11.2 Applicable Program Rules and Regulations:
2.11.2.1 Contractor shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:
2.11.2.2 COATS Human Services Reauthorization Act of 1998;
2.11.2.3 2 CFR 200 Uniform Administrative Requirements;
2.11.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;
2.11.2.5 Stewart B. McKinney Homeless Assistance Act;
2.11.2.6 ARS §46-241-State Short Term Crisis Services;
2.11.2.7 ARS §46-731–Utility Assistance;
2.11.2.8 ARS §46-741–Neighbors Helping Neighbors;
2.11.2.9 ARS §46-140.01-Verification of identity and citizenship and/or immigration status; and
2.11.2.10 ARS§§1-501-1-502, regarding eligibility for federal, state, or local public benefits.
2.11.2.11 The requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
2.11.2.12 P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
2.11.2.13 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,

2.11.2.14 A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

2.11.3 Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

2.12 MCHSD Grievance Procedures

2.12.1 Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and the County any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services.

2.12.2 Individuals seeking/receiving County funded assistance who feel that they have not been treated fairly may submit a written grievance to the MCHSD/CSD.

2.12.3 Contractor shall follow MCHSD grievance procedures as outlined in the MCHSD/CSD Policy & Procedure Program Manual

2.13 Pandemic Award Performance

2.13.1 The Contractor shall establish a written plan that illustrates how the services and contract performance standards will be met in the event of a pandemic occurrence.

2.13.2 The pandemic performance plan shall include:

2.13.2.1 Key succession and performance planning if a sudden significant decrease in Contractor's workforce should occur.

2.13.2.2 Alternative methods to ensure services are available.

2.13.2.3 An up-to-date list of Contractor contacts and organizational chart.

2.13.2.4 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government, or the World Health Organization, which makes performance of any term under this Award impossible or impracticable, the MCHSD shall have the following rights:

2.13.2.5 After the official declaration of a pandemic, MCHSD may temporarily void the Award in whole or specific sections if the Awardee cannot perform to the standards agreed upon in the initial terms.

2.13.2.6 MCHSD shall not incur any liability if a pandemic is declared, and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended by the Arizona Procurement Code.

2.13.2.7 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, MCHSD, at its sole discretion may reinstate the temporarily voided Award.

C. Revise Section 4 (Budget and Compensation), paragraph 1.5 (Operating Budget) by removing in its entirety and replacing with the following Operating Budget. The County shall provide the Contractor with a not to exceed amount of $165,000 for the period of July 1, 2023, through June 30, 2024, fiscal year 2024. Unexpended funds from fiscal year 2023 shall not be available for expenditures in the fiscal year 2024.

III. Section II above contains all the changes made by this Amendment No. 1. All other terms and conditions of the Agreement remain in full force and effect as amended by previous amendments.

IV. The Parties have authorized the undersigned to execute this Amendment No. 1 on their behalf.

V. This Amendment No. 1 shall be effective upon approval and signature by both Parties.

[Signatures contained on following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

APPROVED BY:
CITY OF BUCKEYE

June 20, 2023

Mayor Date

Attested To:

June 20, 2023

City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT 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:

BY: June 20, 2023

Attorney for the City Date

APPROVED BY:
MARICOPA COUNTY

JUN 2 8 2023

Clint Hickman, Chairman, Board of Supervisors Date

Attested To:

JUN 2 8 2023

Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT 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:

BY: 6/28/2023

Deputy County Attorney Date



Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAenfvHnijPwG9fl2U2sakPcsDnfe7NHYK

City of Buckeye
Operating Budget
FY2024

| City of Buckeye Operating Budget - CAP Services | | | |
|---|---|---|---|
| Contract Period | July 1st, 2023, through June 30th, 2024 | | |
| **Funding** | | | |
| County Funds | $165,000 | | |
| Cash Match Contributions | $60,036 | | |
| | **$225,036** | | |
| | | | |
| **Budget Category** | Direct Cost | Administration Cost | Total Cost |
| Personnel | $132,702 | $0 | $132,702 |
| ERE | $43,792 | $0 | $43,792 |
| Travel | $3,100 | $0 | $3,100 |
| Materials & Supplies | $38,842 | $0 | $38,842 |
| Operating Services | $6,600 | $0 | $6,600 |
| **Total Expenses** | $225,036 | $0 | $225,036 |

EXHIBIT 1

MCHSD Logic Model Template

MARICOPA COUNTY

**ROMA Logic Model – Family Level**
**National Community Action Network Theory of Change**
**Community Action Goal 1:** Individuals and families with low incomes are stable and achieve economic security.

Agency: _____

| Need | Outcome<br>*General statement of results expected* | Service | Projected Indicator<br>*# to achieve/ # to be served; time frame* | Measurement Tool | Data Procedures | Frequency<br>Data collection and reporting |
|---|---|---|---|---|---|---|
| | | | | Output Tool:<br><br>Outcome Tool: | Who does it?<br><br>What is the process?<br><br>Where is data stored? | Data Collection:<br><br>Data Reporting |
| **Mission:** | | | | | | |

**RESOLUTION NO. 39-24**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, 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 AGREEMENT ON BEHALF OF THE CITY.**

**WHEREAS,** the City of Buckeye ("City") and Maricopa County, administered by its Human Services Department ("County") entered into an Intergovernmental Agreement ("IGA") for the provision of Community Action Program ("CAP") services for the term of July 1, 2023 through June 30, 2024; and,

**WHEREAS,** both Parties desire to extend the Agreement term for the period of July 1, 2024 through June 30, 2025; and,

**WHEREAS,** paragraph 3.0 of the IGA authorizes the Parties to renew the IGA by and through a written amendment, signed by authorized representatives of both Parties.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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. Amendment No. 2 to the IGA by and between the City and the County is hereby approved in substantially the form and substance on file with the City Clerk and is incorporated herein by reference.

Section 3. The Mayor is hereby authorized to execute and deliver the Agreement, and the Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to execute all documents and other necessary or desirable instruments and 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 6th day of August 2024.

_____
Eric W. 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:** 08/06/24 | **AGENDA ITEM:** 4.V. CS - 2025-11-BKY Area Agency on Aging Agreement |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** |
| **STAFF LIAISON:** Philip Yabes, Community Center Manager, pyabes@buckeyeaz.gov, (623) 349-6604 | |
| **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
The City's Senior Program has been awarded funds from Area Agency Aging, Region One, in the amount of $ 360,000 to be used for providing core senior services. These services include congregate and home delivered meal programs, transportation services for seniors and disabled individuals and multipurpose center operations. The Senior Center offers meal programs to seniors, which include congregate meals, which are served at the center and home delivered meals that are delivered directly to homebound residents. In FY24, over 30,000 meals were served, providing healthy and nutritious meals to seniors. The Senior Center staff also provides transportation services to and from the center and for medical appointments, such as dialysis. On average, a total of 4,000 rides are provided a year. The Senior Center plays host to many programs that contribute to the quality of life for Buckeye seniors, increasing socialization for a population that could have the tendency to become isolated. Fitness classes, arts and craft programs, and the always popular Bingo help promote social engagement, enhance independence and improve quality of life. The $360,000 in funds from Area Agency on Aging offsets costs to the City to staff and operate the Senior Center.

**BENEFITS:**
Approval of Contract No. 2025-11-BKY will secure funds from Area Agency on Aging Region One for the provision of services to seniors, adults with disabilities and low-income residents.

**FUTURE ACTION:**
Approval of Contract No. 2025-11-BKY will allow the City of Buckeye Senior Program to provide congregate and home delivered meals, transportation and multipurpose center operations services to City of Buckeye seniors, adults with disabilities and low-income residents. Once approved, staff will deliver services outlined within the contract.

**FINANCIAL IMPACT STATEMENT:**
The City of Buckeye Senior Program has been awarded $360,000 by Area Aging on Agency Region One, to be utilized for seniors, low income and adult with disabilities services. The agreement requires a 25% match by the City, which is fulfilled through the division's overall budget of $1,376,600.

**CURRENT FISCAL YEAR TOTAL COST:**
Revenue of $360,000.

**BUDGETED:**
Yes

**FISCAL YEAR:**
2025

**FUND/DEPARTMENT:**
35754150- CSD/AAA

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
Contract for Services.pdf

# Contract #2025-11-BKY

# CONTRACT FOR SERVICES BETWEEN

**Area Agency on Aging, Region One, Incorporated** ***AND*** **City of Buckeye**
**1366 E. Thomas Road, Suite 108** **530 E. Monroe Avenue**
**Phoenix, Arizona 85014** **Buckeye, Arizona 85326**
**602-264-2255 fax: 602-230-9132** **623-349-6000 fax: 623-349-6611**
**EIN: 86-6000236**

**DURATION OF THE CONTRACT, FY 2025:** July 1, 2024 and shall end June 30, 2025

**CONTACT INFORMATION FOR NOTICES**

| | |
|---|---|
| *Signatories*: Mary Lynn Kasunic, President & CEO | Dan Cotterman, City Manager |
| *Programmatic Authority*: Leo Ramos, Director of Contract Administration | Philip Yabes, Community Center Manager |
| *Daily Contacts:* Leo Ramos, Contract Specialist | Philip Yabes, Community Center Manager |

**REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:**
Sherri Meredith, Senior Accounting Manager, same as above.

**This Contract is entered into by and between City of Buckeye, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.**

**Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.**

**IN WITNESS WHEREOF, the parties enter into this Contract:**

**AREA AGENCY ON AGING,**
**REGION ONE, INCORPORATED**

Signature and Date

**Mary Lynn Kasunic, President & CEO**

**CITY OF BUCKEYE**

Signature and Date

**Dan Cotterman, City Manager**

City of Buckeye ATTEST:

City Clerk

City of Buckeye APPROVED AS TO FORM:

City Attorney

## CONTRACT SUMMARY

FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2025-11-BKY

CONTRACTOR: City of Buckeye

Document: ***Original Contract***

Contract Term: July 1, 2024 to June 30, 2025

***Contract Payment Ceiling for All Services:*** **TOTAL: $ 360,000**

## CONTRACT OPERATING BUDGET

| REVENUE | Congregate Meals | Home Delivered Meals | Multipurpose Operations | Transportation |
|---|---|---|---|---|
| Area Agency | 125,000 | 200,000 | 12,000 | 23,000 |
| Project Income | 12,000 | 15,000 | 12,000 | 2,500 |
| Non-Fed Inkind | 17,510 | 16,090 | 48,720 | 1,680 |
| Non-Fed Cash | 210,916 | 251,860 | 150,520 | 59,633 |
| Other Federal | - | - | - | 104,000 |
| TOTAL | 365,426 | 482,950 | 223,240 | 190,813 |
| | | | | |
| **EXPENSES** | | | | |
| Personnel | 145,047 | 217,086 | 78,443 | 121,081 |
| ERE | 50,766 | 86,834 | 31,377 | 48,432 |
| Prof&Outside | - | - | 13,000 | 3,000 |
| Travel | - | 9,100 | 5,900 | 9,200 |
| Space | 43,860 | 39,940 | 66,820 | 4,880 |
| Equipment | - | - | - | - |
| Materials/Supl | 121,763 | 124,500 | 18,600 | 1,200 |
| Operating Svc | 3,990 | 5,490 | 9,100 | 3,020 |
| Indirect | - | - | - | - |
| TOTAL | 365,426 | 482,950 | 223,240 | 190,813 |
| Units | 22,000 | 30,000 | 6,000 | 5,000 |
| Unit Rate | $ 16.61 | $ 16.10 | $ 37.21 | $ 38.16 |

# ADES Special Terms and Conditions

**1.0 DEFINITION OF TERM**

In addition to the Uniform Terms and Conditions, Section 1, the following shall apply:

1.1 **"***Award Date***"** The date the Contract is executed by Area Agency. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature Page.

1.2 "*Client Specific Referral*" Services or activities for which a referral has been made for a client by an authorized representative of Area Agency.

1.3 **"***Department***"** The Arizona Department of Economic Security (ADES), unless otherwise indicated.

1.4 **"***Effective Date***"** The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.

1.5 **"***Equipment***"** All vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).

1.6 **"***May***"** Indicates something that is not mandatory but permissible.

1.7 "*Purchase Order*" also known as "Purchase Authorization" or "Release Order" is an authorized document to procure goods or services.

1.8 **"***Shall, Must***"** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive or may result in default of contract.

1.9 **"***Should***"** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, Area Agency may, at its sole option, ask the Contractor to provide the information.

1.10 **"***Vulnerable adult***"** An individual who is eighteen (18) years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. §14-5101.

1.11 *"Additional Insured"* Specifically includes all agencies and requirements as identified in Section 26.4.3.

1.12 *"Area Agency"* Area Agency on Aging, Region One, Incorporated, unless otherwise indicated.

1.13 *"Contract Specialist"* Is the Area Agency staff person who is assigned managerial responsibility for the contract.

1.14 *"Scope of Work"* The Arizona Department of Economic Security description of service(s) to be provided pursuant of this contract.

1.15 *"Service Specification"* The Area Agency description of service(s) to be provided pursuant of this contract.

**2.0 ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT**

In addition to the Uniform Terms and Conditions, Section 3.6, the following shall apply:

2.1 The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

2.2 "This program was funded through a contract with Area Agency on Aging, Region One, Incorporated. Points of view are those of the author and do not necessarily represent the official position or policies of

the Area Agency."

**3.0 ASSIGNMENT**

In addition to the Uniform Terms and Conditions, Section 5.3, the following shall apply:

3.1 **Merger, Reorganization or Change of Ownership**

3.1.1 A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of Area Agency and may require an assignment of the Contract documented by a Contract Amendment. Area Agency may terminate this Contract pursuant to the Termination clauses of the Contract, if the Contractor does not obtain prior written approval or Area Agency determines that the change in ownership is not in the best interest of the Area Agency.

3.1.2 This Contract is voidable and subject to immediate cancellation by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning any right(s) or obligations under this Contract without the prior written consent of Area Agency.

3.1.3 The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to Area Agency, for review at least sixty (60) days prior to the effective date of the proposed change.

**4.0 AUDIT**

In addition to the Uniform Terms and Conditions, Section 3.3, the following shall apply:

4.1 In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.

4.2 Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.

4.3 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

**5.0 AUTHORIZATION FOR SERVICES**

5.1 Authorization for performance of services under this Contract shall be made only upon a duly approved Itemized Service Budget and the Itemized Service Budget will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the approved Itemized Service Budget. Area Agency shall not have any legal obligation to pay for services in excess of the amount indicated on the Itemized Service Budget.

5.2 No further obligation for payment shall exist on behalf of Area Agency unless change or modification has been made in accordance with Section 5.1 above.

**6.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY.**

If providing direct services to children or vulnerable adults, the following shall apply:

6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in their entirety as provisions of this Contract.

6.2 The Contractor will conduct an Arizona Centralized Background Check (CBC) through the CBC web portal of the Arizona Department of Economic Security (htts://des.az.gov/CBC) using the Area Agency contract number CTR048037 and the following email address: Region1centralregistry@aaaphx.org, as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

6.2.1 Any person who applies for a contract with Area Agency and that person's employees;

6.2.2 All employees of a contractor;

6.2.3 A subcontractor of a contractor and the subcontractor's employees; and

6.2.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.

6.3 Volunteers who provide direct services to children or vulnerable adults shall have an Arizona Centralized Background Check (CBC) which is to be used as a factor to determine qualifications for volunteer positions.

6.3.1 A person who is disqualified because of an Arizona Centralized Background Check (CBC) may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted an exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted an exception.

6.3.2 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by Area Agency whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

6.4 A person awaiting receipt of the Arizona Centralized Background Check (CBC) may provide direct services to Area Agency clients after completion and submittal of the Direct Service Position certification form *(Exhibit B)* if the certification states:

6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

6.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

6.5 If the Arizona Centralized Background Check (CBC) specifies any disqualifying act and the person does not have an exception, the person shall be prohibited from providing direct services to Area Agency clients.

6.6 The Contractor shall maintain the Arizona Centralized Background Check (CBC) results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

6.7 The Contractor shall require each employee to complete and sign the Direct Service Position form and retain in a confidential file for five (5) years after termination of the Contract.

## 7.0 CERTIFICATION OF COST OR PRICING DATA

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to Area Agency shall be adjusted to exclude any significant amounts by which Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by Area Agency may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

## 8.0 CERTIFICATION REGARDING LOBBYING

The Contractor agrees by submittal of the Certification Regarding Lobbying form, in compliance with 49 C.F.R. Part 20.

## 9.0 CODE OF CONDUCT

The Contractor shall avoid any action that might create or result in the appearance of having:

9.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

9.2 Acted on behalf of Area Agency or contracted funding sources without appropriate authorization;

9.3 Provided favorable or unfavorable treatment to anyone;

9.4 Made a decision on behalf Area Agency that exceeded its authority, could result in partiality, or have a political consequence for Area Agency or contracted fund sources;

9.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of Area Agency or contracted funding sources; or

9.6 Loss of impartiality when advising Area Agency or contracted funding sources.

**10.0 COMPETITIVE BIDDING**

If the Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services, Contractor 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 $5,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

**11.0 COMPLIANCE WITH APPLICABLE LAWS**

In addition to the Uniform Terms and Conditions, Section 7.6, the following shall apply:

11.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

11.2 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.

11.3 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

11.4 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.5 The Contractor shall comply with the Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

**12.0 CONFIDENTIALITY**

12.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to Area Agency and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.

12.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. Area Agency will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security and/or the State has adopted for such compliance.

**13.0 CONTRACT TERM AND OPTION TO EXTEND**

13.1 The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature page and shall remain in effect for until the contract termination date or as otherwise specified, unless terminated, cancelled, or extended as otherwise provided herein.

13.2 Area Agency has no obligation to extend or renew this Contract. However, Area Agency has the right, at its sole option, to renew the Contract in accordance with any extensions Area Agency may receive for supplemental periods. In the event that Area Agency exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original Contract shall apply unless otherwise allowed.

13.3 Any extension or renewal must be made prior to the end of the Contract period specified in this Contract.

13.4 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. There shall be no billable activity outside of the Contract effective dates.

**14.0 COOPERATION**

14.1 Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Area Agency employees. The Contractor shall cooperate as Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

**15.0 COOPERATION INVESTIGATION**

All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any Area Agency, ADES, or funding agency investigation, including but not limited to an Investigation by Division or Internal Affairs of such agencies. Failure to adhere to this policy may result in Area Agency taking whatever actions it deems appropriate, from removal of the subject and or witness from working with Area Agency clients up to terminating the Contract with Area Agency.

**16.0 DATA SHARING AGREEMENT**

16.1 When determined by Area Agency that sharing of confidential data will occur with the Contractor, the Contractor shall complete a Data Sharing Request Agreement and submit the completed Agreement to the Area Agency Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each Area Agency Program or funding source sharing confidential data.

**17.0 EQUIPMENT**

17.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this Contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Area Agency funds and submit the Equipment inventory form to the Area Agency person designated to receive notices.

17.2 Area Agency shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. Area Agency shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.

17.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Area Agency during and after the Contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Contract.

17.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.

17.5 Under a fixed price contract, Section 17.1 through 17.4 do not apply unless specifically required by federal or state law.

**18.0 EVALUATION**

18.1 Area Agency may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.

18.2 As requested by Area Agency, the Contractor shall participate in third party evaluations relative to Contract impact in support of Area Agency goals.

**19.0 E-VERIFY**

In addition to the Uniform Terms and Conditions, Section 3.10, the following shall apply:

19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, A, as may be amended. *(That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")*

19.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.3 Failure to comply with an Area Agency audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.4 Area Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty above.

**20.0 FAIR HEARINGS AND SERVICE RECIPIENTS' GRIEVANCES**

20.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

20.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.

**21.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

In addition to the Uniform Terms and Conditions, Section 3.9, the following shall apply:

21.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

21.2 Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

**22.0 FEES AND PROGRAM INCOME**

Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind

upon recipients for contract services.

**23.0 FINGERPRINTING**

23.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, verification of fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

23.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

23.2.1 "Certifications regarding pending or past criminal matters" as identified above may be satisfied through the submission of the Criminal History Self Disclosure Affidavit by staff/volunteers. Such use of this form cannot be construed as the only manner or the best manner to obtain certifications regarding pending or past criminal matters.

*Exhibit C English*

*Exhibit D Spanish*

23.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

23.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven (7) working days of employment.

23.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

23.3.3 Federally recognized Indian tribes may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the Contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-321 (as may be amended).

**24.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

24.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with Area Agency in the course of performance of the Contract so that both the Area Agency and Contractor will be in compliance with HIPAA, including cooperation and coordination with the offices of the Department's Chief Information Security Officer and Chief Privacy Officer, and other compliance officials required by HIPAA and its regulations.

24.2.2 The Contractor agrees to provide Area Agency with materials that will be utilized for its own training. Area Agency reserves the right to review the independent training materials and either approve or reject.

**25.0 INCLUSIVE CONTRACTOR**

Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such

subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract.

## 26.0 INDEMNIFICATION AND INSURANCE

26.1 **Indemnification Clause**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Area Agency and 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 Area Agency and 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.

26.2 **Insurance Requirements**

26.2.1 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.

26.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Area Agency and 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.

26.3 **Minimum Scope and Limits of Insurance**

The Contractor shall provide coverage with limits of liability not less than those stated below.

26.3.1 Commercial General Liability (CGL) – Occurrence Form
Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

| | |
|---|---|
| • General Aggregate | $3,000,000 (ALTCS) / $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 |

1. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than $500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.

2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."

3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their 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.*

4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.2 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

1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds and their 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.
2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $1,000,000
  - Disease – Each Employee $1,000,000
  - Disease – Policy Limit $1,000,000

1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. 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).

26.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than $500,000.
2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
3. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

26.3.5 Commercial Crime Policy or Blanket Fidelity Bond

- Coverage amount is $100,000

Coverage should include but is not limited to:

1. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
2. Money & Securities Inside/Outside
3. Computer Fraud
4. Funds Transferred (if applicable)
5. Forgery or Alteration
6. The policy shall be endorsed to include Area Agency and funding sources and the State of Arizona (and the respective agency) as Loss Payee
7. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
8. Coverage shall be extended to 3rd parties

26.4 **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

26.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the identified agencies, 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).

26.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

26.4.3 Required Agencies:

- ✓ Area Agency on Aging, Region One Incorporated
- ✓ State of Arizona and Department of Economic Security
- ✓ Banner University Family Plan
- ✓ UnitedHealthcare Community Plan
- ✓ Mercy Care Plan

26.5 **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 Area Agency. Within two (2) business days of receipt, Contractor must provide notice to Area Agency 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 Area Agency and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the assigned Area Agency on Aging Contract Specialist.

26.6 **Acceptability of Insurers**

26.6.1 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.

26.6.2 If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt for the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.

26.7 **Verification of Coverage**

Contractor shall furnish Area Agency 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.

26.7.1 All such certificates of insurance and policy endorsements must be received by Area Agency before work commences. Area Agency'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.

26.7.2 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.

26.7.3 All certificates required by this Contract shall be sent directly to Area Agency. The Area Agency project/contract/vendor number and project description shall be noted on the certificate of insurance. Area Agency reserves the right to require complete copies of all insurance policies required by this Contract at any time.

26.8 **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. Area Agency reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

26.9 **Approval and Modifications**

The Contracting Agency, in consultation with Area Agency, 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.

26.10 **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.

**27.0 IT 508 COMPLIANCE**

Unless specifically authorized in the Contract, any electronic or information technology offered to Area Agency under this Contract shall comply with A.R.S. §§ 41-3531 and 3532 as may be amended 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.

**28.0 LEVELS OF SERVICE**

28.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent contractor.

28.2 Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of Area Agency and that Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by Area Agency.

28.3 Any administration within Area Agency may obtain services under this Contract.

28.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written Contract Amendment.

28.5 Area Agency makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and Area Agency may decrease and/or increase them by providing written notice to the Contractor.

28.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the Contract may be amended, by mutual agreement, to purchase additional services by increasing the contract itemized service budget and/or budget summary.

**29.0 LIMITED ENGLISH PROFICIENCY**

The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34. To ensure compliance, the policy may be obtained at the following location: https://des.az.gov/digital- library/limited-english-proficiency.

**30.0 NON-AVAILABILITY OF FUNDS**

In accordance with A.R.S. § 35-154, every payment obligation of Area Agency under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Area Agency at the end of the period for which funds are available. The President/CEO of Area Agency shall have the sole and unfettered discretion in determining the availability of funds. No liability shall accrue to Area Agency in the event this provision is exercised, and Area Agency shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**31.0 NON-DISCRIMINATION**

In addition to the Uniform Terms and Conditions, Section 3.2, the following shall apply:

31.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

31.2 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

31.3 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

31.3.1 "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, (**insert Contractor name here**) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (**insert Contractor name here**) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (**insert Contractor name here)** must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the **(insert Contractor name here)** will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: **(insert Contractor contact person and phone number here)** "*Para obtener este documento en otro formato o obtener información adicional sobre esta política***, (insert Contractor contact person and phone number here**)."

**32.0 NOTICES**

In addition to the Uniform Terms and Conditions, Section 3.5, the following shall apply:

32.1 All notices shall reference the contract number.

32.2 The Contractor shall give written notice to Area Agency of changes to the following, and a written amendment to the contract shall not be necessary:

32.2.1 Change of telephone number;

32.2.2 Changes in the name and/or address of the person to whom notices are to be sent;

32.2.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract; or

32.2.4 In a fixed price with price adjustment contract, whenever there is less than a ten percent (10%) increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

**33.0 ORDER OF PRECEDENCE**

In addition to the Uniform Terms and Conditions, Section 2.3, the following shall apply:

33.1 In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:

33.1.1 ADES Special Terms and Conditions;

33.1.2 Uniform Terms and Conditions;

33.1.3 Provider Specific Terms for Programs with ALTCS Funded Services

33.1.4 Scope of Work;

33.1.5 Service Specifications

33.1.6 Area Agency Manuals, Policies and Directives

33.1.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions;

33.1.8 Exhibits;

33.1.9 Documents referenced or included in the Solicitation;

**34.0 PANDEMIC CONTRACTUAL PERFORMANCE**

34.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

34.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.

34.1.2 Alternative methods to ensure there are services or products in the supply chain.

34.1.3 An up to date list of company contacts and organizational chart.

34.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, Area Agency shall have the following rights:

34.2.1 After the official declaration of a pandemic, Area Agency may temporally void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.

34.2.2 Area Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.

34.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion may reinstate the temporarily voided Contract(s).

**35.0 PARTICIPATION IN BOYCOTT OF ISRAEL**

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

**36.0 PAYMENTS**

In addition to the Uniform Terms and Conditions, Section 4.1, the following shall apply:

36.1 Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and is identified on the Contract Summary page(s) and defined as follows:

36.1.1 ✓ Fixed Price with Price Adjustment - Reimbursement to the Contractor is in accordance with actual allowable costs incurred not to exceed the service reimbursement ceiling as stated in the Itemized Service Budget. The Contractor shall furnish Area Agency with an accounting of actual costs. Increases to the service reimbursement ceiling shall only be made by a Contract Amendment.

36.1.2 Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as designated in the Contract Summary, not to exceed the maximum number of units if indicated by Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by amending the contract.

36.2 Area Agency must approve the service reimbursement ceiling. The Contractor shall submit an Itemized Service Budget reflecting the total amount of the service reimbursement ceiling. Area Agency will issue payment based upon actual allowable costs incurred consistent with each service budget, budget summary, or Fixed Price, not to exceed the service reimbursement ceiling. Area Agency may negotiate individual budget category, service code, activity or categories.

36.2.1 Whenever there is less than a ten percent (10%) increase in any budget category, service code, or activity within a service; any such increase must be offset by an equal value decrease in another budget category, service code, or activity within a service. A written explanation for the increase must be submitted to the Area Agency for approval. A new Itemized Service Budget shall not be required.

36.2.2 Whenever there is a ten percent (10%) or greater increase in any budget category/service code/activity, any such increase must be offset by an equal value decrease in another budget category/service code/activity or categories and written justification for the increase must be submitted to Area Agency for prior approval by Area Agency. A new Itemized Service Budget shall be required.

36.2.3 A Contractor shall not exceed ten percent (10%) of the total service reimbursement budget in total service adjustments within any State fiscal year.

36.3 The Contractor shall report to Area Agency in the manner prescribed by the "Reporting Requirements" section of these terms and conditions and service specifications or other Area Agency directives. Upon receipt of applicable, accurate and complete reports, and compliance with all requirements, Area Agency will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.

36.4 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either offset the amount or withhold payment up to the amount in dispute or default.

36.5 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.

36.6 Under no circumstances shall Area Agency make payment to the Contractor:

36.6.1 That exceeds the unit authorized without an amendment to this contract;

36.6.2 That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract; or

36.6.3 For services performed prior to or after the term of the contract without timely extension or renewal of the contract.

36.8 Compensation for Rate or Fixed Price

36.8.1 Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to each client in accordance with the Contract Summary.

36.8.2 The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.

36.8.3 The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.

36.8.4 The Contractor shall be entitled to bill the Area Agency only for those units of service that have been performed in accordance with the Scope of Work and Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.

36.8.5 The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date.

36.8.6 The Area Agency President/CEO shall be the sole determiner of the availability of funds.

36.9 Compensation for Fixed Price with Price Adjustment

36.9.1 Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.

36.9.2 At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.

36.9.3 If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.

36.9.4 The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.

36.9.5 If claiming Indirect, Area Agency requires the Contractor to submit a letter of approval from a federally recognized, cognizant agency.

**37.0 PAYMENT RECOUPMENT**

The Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments the following:

37.1 Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;

37.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;

37.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;

37.4 Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;

37.5 Any amounts expended for items or purposes determined unallowable by Area Agency when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;

37.6 Any amounts paid by Area Agency for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;

37.7 Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;

37.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;

37.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions; and

37.10 Any payments made for services rendered before the Contract begin date or after the Contract termination date.

**38.0 PERSONNEL**

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this Contract.

**39.0 PREDECESSOR AND SUCCESSOR CONTRACTS**

The execution or termination of this Contract shall not be considered a waiver by Area Agency of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

**40.0 PROFESSIONAL STANDARDS**

The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the Contract.

**41.0 RATE ADJUSTMENT**

41.1 The Contractor agrees to provide services at the rates as set forth in this Contract. No other costs, rates, or fees shall be payable to the Contractor. Any requests for rate adjustment(s) shall be submitted in writing a minimum of forty-five (45) days prior to contract extension and include supportive justification for the proposed adjustment(s) such as, but not limited to, economic data. Rate adjustment(s) shall only be considered at time of contract extension. Area Agency will review such request(s) and shall determine whether an adjustment shall be granted or if an alternative option is in the best interests of Area Agency. Any rate adjustment, if approved, will be effective and executed via a Contract Amendment.

41.2 Any approved rate adjustment shall be applied to the specific rate(s) in effect prior to the contract extension period.

41.3 The request shall include the contract number and service description.

41.4 The Contractor shall submit the request for a rate adjustment to:

Area Agency on Aging, Region One, Incorporated
Contracts Department

1366 E Thomas Road, Suite 108
Phoenix, Arizona, 85014

or

ContractsDepartment@aaaphx.org

**42.0 RECORDS**

In addition to the Uniform Terms and Conditions, Section 3.1, the following shall apply:

42.1 Contract service records will be maintained in accordance with this contract, contract amendment(s), scope(s) of work, service specification(s), and any other Area Agency policies and directives. Records shall, as applicable, meet the following standards:

42.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

42.1.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card (front and back), wage rates, and effective dates of personnel actions affecting any of these items;

42.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

42.1.4 For Fixed Price with Price Adjustment contracts, include:

1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
2. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;
3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and
4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.

42.1.5 Specific to staff/volunteers providing transportation services, records must include a copy of a valid driver's license based on the vehicle to be driven and the initial physical exam and subsequent physical exams per contract requirements.

42.1.6 Specific to staff/volunteers providing home delivered meals, records must include a copy of a valid driver's license based on the vehicle to be driven.

42.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

42.2.1 Contractor shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

42.2.2 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.

42.2.3 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

**43.0 RELATIONSHIP OF PARTIES**

In addition to the Uniform Terms and Conditions, Section 2.4, the following shall apply:

43.1 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by Area Agency or other funding source within this contract.

43.2 Taxes or Social Security payments will not be withheld from Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

**44.0 REPORTING REQUIREMENTS**

44.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of the Contract term, the Contractor shall submit programmatic and financial reports to Area Agency as specified in the Scope of Work and Service Specifications no later than the tenth (10th) day following the end of each month during the Contract term. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment. *Reference Exhibit E.*

44.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to Area Agency in the form set forth in the contract no later than the Area Agency appointed day following the end of each Contract term. The final fiscal report for the Contract term shall include all adjustment to prior financial reports submitted for the Contract term.

44.3 No later than the forty-fifth (45th) day following the termination or the expiration of this Contract, Contractor shall submit to Area Agency a final program and fiscal reports. Failure to submit the final program and fiscal reports within the above time period may result, at the option of Area Agency, in forfeiture of final payment.

44.4 All reports shall reference the contract number and be submitted to the person designated by Area Agency.

**45.0 RESPONSIBILITY FOR PAYMENTS INDEMNIFICATION**

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

**46.0 SUBCONTRACTS**

In addition to Section 5.2 of the Uniform Terms and Conditions, the following shall apply:

46.1 The Contractor shall be responsible for any goods and/or services to be provided by the subcontractor and ensure performance, is in accordance with the requirements of the Contract.

46.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Area Agency President/CEO. The request shall:

46.2.1 Be on the Contractors company letterhead;

46.2.2 Be signed by an authorized representative of the Contractor; and

46.2.3 Contain the following information:

1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
2. The certifications required of the subcontractor (if any);
3. The subcontractor's small business status (if applicable);
4. The type of goods and/or services to be provided by the subcontractor;
5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.

46.2.4 Area Agency reserves the right to request additional information deemed necessary about any proposed subcontractor. Area Agency reserves the right to approve or disapprove the proposed subcontractor if in the best interest of the Area Agency.

46.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of

contract services to Area Agency within five (5) calendar days of the request.

**47.0 SUBSTANTIAL INTEREST DISCLOSURE**

47.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.

47.2 Leases or rental agreements or purchase of real property which are covered by Section 47.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

47.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.

**48.0 SUPPORTING DOCUMENTS AND INFORMATION**

In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

**49.0 SUSPENSION OR DEBARMENT**

In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

**50.0 TECHNICAL ASSISTANCE**

Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

**51.0 TERMINATION FOR ANY REASON**

51.1 In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.

51.2 In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.

51.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

**52.0 TERMINATION FOR DEFAULT**

In addition to the Uniform Terms and Conditions, Section 9.5, Area Agency may immediately terminate this Contract if Area Agency determines that the health or welfare or safety of service recipients is endangered.

**53.0 TRANSFER OF KNOWLEDGE**

The Contractor shall, whenever feasible, share strategies and techniques with Area Agency staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

**54.0 TRANSITION OF ACTIVITIES**

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new contractor's personnel and/or Area Agency staff to ensure a smooth and complete transfer of duties and responsibilities. Area Agency's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

**55.0 UNALLOWABLE COSTS**

The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. § 200, (Issued December 26, 2013), including later amendments and editions, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

**56.0 VISITATION, INSPECTION AND COPYING**

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by Area Agency and any other appropriate agent of funding source or the State or Federal Government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

**57.0 WARRANTY OF SERVICES**

The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, Area Agency may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

## Uniform Terms and Conditions

**1.0 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, Request for Proposals, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work, Service Specifications; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms implied by law.

1.3 "*Contract Amendment*" means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.

1.4 "*Contractor*" means any person, agency, entity that has a Contract with Area Agency. Contractor shall also be referred to as a provider.

1.5 "*Days*" means calendar days unless otherwise specified.

1.6 "*Exhibit*" means any item labeled as an Exhibit in the Solicitation and Contract or placed in the Exhibits section of the Solicitation and Contract.

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 Area Agency President/CEO or his or her designee, duly authorized by Area Agency 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.

**2.0 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 Area Agency and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 ADES Special Terms and Conditions;

2.3.2 Uniform Terms and Conditions;

2.3.3 Provider Specific Terms for Programs with ALTCS Funded Services

2.3.4 Scope of Work;

2.3.5 Service Specifications;

2.3.6 Area Agency manuals, policies and directives;

2.3.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions

2.3.8 Exhibits;

2.3.9 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.

**3.0 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 (5) years after the completion of the Contract. All records shall be subject to inspection and audit by Area Agency 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 Area Agency 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. Area Agency 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 Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by Area Agency for testing and inspection.

3.5 **Notices**. Notices to the Contractor required by this Contract shall be made by Area Agency to the person indicated on the Contract Signature Page and/or Facility Location page submitted by the Contractor unless otherwise stated in the Contract. Notices to Area Agency 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 Area Agency President/CEO or designee.

3.7 **Property of the Area Agency.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of Area Agency. 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 Area

Agency.

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 Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify Area Agency, 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 Area Agency 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 Area Agency. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO or designee 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 Area Agency 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 Area Agency determine that the contractor and/or any subcontractors be found noncompliant, Area Agency 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. *"After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program 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."*

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.

**4.0 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 Area Agency.

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 and Area Agency 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, Area Agency, and it's funders 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 Area Agency, 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 or Area Agency 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 and/or Area Agency 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.

**5.0 CONTRACT CHANGES**

5.1 **Amendments**. This Contract is issued under the authority of the Area Agency President/CEO 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 Area Agency President/CEO 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 Area Agency President/CEO. 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 Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

**6.0 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 Area Agency and 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 Area Agency and the State as a result of entering into this contract. However, the parties further agree that the Area Agency and 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."

6.2.3 **Indemnification for Subcontractor**. In addition, the Contractor shall cause its contractor(s) and subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, 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 or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.

6.3 **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the Area Agency and 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:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
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
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 Area Agency 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.

**7.0 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 Area Agency 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 Area Agency 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 Area Agency.

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 Area Agency or 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 Area Agency President/CEO, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## 8.0 CONTRACTUAL REMEDIES

8.1 **Right to Assurance.** If Area Agency 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 Area Agency President/CEO 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 Area Agency'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 Area Agency 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 Area Agency 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 Area Agency President/CEO 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 Area Agency 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 Area Agency 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.** Area Agency shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by Area Agency, or damages assessed by Area Agency 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.

**9.0 CONTRACT TERMINATION**

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, Area Agency 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 Area Agency 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**. Area Agency may, by written notice, terminate this Contract, in whole or in part, if Area Agency 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 Area Agency 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. Area Agency, 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**. Area Agency may, by written notice to the Contractor, immediately terminate this Contract if Area Agency 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 Area Agency.

9.4 **Termination for Convenience.** Area Agency reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of Area Agency, 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 Area Agency. 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 Area Agency 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, Area Agency 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 Area Agency President/CEO 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 Area Agency on demand.

9.5.3 The Area Agency 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 Area Agency for any excess costs incurred by the Area Agency 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.

**10.0 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.

**11.0 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).

Based on the Area Agency's contract with the ALTCS Agencies, the following provisions are additional requirements to all subcontractors for adult day health care and home delivered meal services.

1. Definitions
   a. ALTCS shall mean Arizona Long Term Care System
   b. ALTCS Agency shall mean individually or collectively the following agencies: Banner University Family Plan, UnitedHealthcare Community Plan, Mercy Care Plan, and any other agency(s) that may be initiated by ALTCS during the duration of this contract.
   c. AHCCCS shall mean Arizona Health Care Cost Containment System administration.

2. Adult Day Health Care Rates The contracted unit rates for adult day health care shall be subject to the actions, decisions, and policies of the ALTCS Agencies individually.

3. Assignment and Delegation of Rights and Responsibilities No payment due the Contractor under this subcontract may be assigned without the prior approval of Area Agency which may require further approval from an ALTCS Agency. No assignment or delegation of the duties of this subcontract shall be valid unless prior written approval is received from AHCCCS. (A.A.C. R2-7-305)

4. Awards of Other Subcontracts AHCCCS and/or the ALTCS Agency may undertake or award other contracts for additional or related work to the work performed by the Contractor and the Contractor shall fully cooperate with such other contractors, subcontractors or state employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor, subcontractor or state employee. (A.A.C. R2-7-308)

5. Certification of Compliance – Anti-Kickback and Laboratory Testing By signing this subcontract, the Contractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation there from. If the Contractor provides laboratory testing, it certifies that it has complied with 42 CFR §411.361 and has sent to AHCCCS simultaneous copies of the information required by that rule to be sent to the Centers for Medicare and Medicaid Services. (42 USC §§1320a-7b; PL 101-239 and PL 101-432; 42 CFR §411.361)

6. Certification of Truthfulness of Representation By signing this contract, the Contractor certifies that all representations set forth herein are true to the best of its knowledge.

7. Clinical Laboratory Improvement Amendments of 1988 The Clinical Laboratory Improvement Amendment (CLIA) of 1988 requires laboratories and other facilities that test human specimens to obtain either a CLIA Waiver or CLIA Certificate in order to obtain reimbursement from the Medicare and Medicaid (AHCCCS) programs. In addition, they must meet all the requirements of 42 CFR 493, Subpart A. To comply with these requirements, AHCCCS requires all clinical laboratories to provide verification of CLIA Licensure or Certificate of Waiver during the provider registration process. Failure to do so shall result in either a termination of an active provider ID number or denial of initial registration. These requirements apply to all clinical laboratories. Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited. The Contractor may not reimburse providers who do not comply with the above requirements. (CLIA of 1988; 42 CFR 493, Subpart A)

8. Compliance with AHCCCS Rules Relating to Audit and Inspection The Contractor shall comply with all applicable AHCCCS Rules and Audit Guide relating to the audit of the Contractor's records and the inspection of the Contractor's facilities. If the Contractor is an inpatient facility, the Contractor shall file uniform reports and Title XVIII and Title XIX cost reports with AHCCCS. A.R.S. §41-2548; 45 CFR 74.48(d)

9. Compliance with Laws and Other Requirements The Contractor shall comply with all federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this contract, without limitation to those designated within this contract. [42 CFR 434.70] [42CFR 438.6(1)]

10. Confidentiality Requirement The Contractor shall safeguard confidential information in accordance with federal and State laws and regulations, including but not limited to, 42 CFR Part 431, Subpart F, A.R.S. §36-107, 36-2903, (for Acute), 36-2932 (for (ALTCS), 41-1959 and 46-135, THE Health Insurance Portability and Accountability Act (Public Law 107-191 Statutes 1936), 45 CFR Parts 160 and 164, and AHCCCS Rules.

11. Conflict of Interpretation of Provisions In the event of any conflict in interpretation between provisions of this contract and the AHCCCS Minimum Subcontract Provisions, the latter shall take precedence.

12. Contract Claims and Disputes Contract claims and disputes arising under A.R.S. Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules, A.R.S. §36-2901 et seq. (for Acute) and A.R.S. §36-2931 et seq. for (ALTCS).

13. Encounter Data Requirement If the Contractor does not bill the Area Agency (e.g., Contractor is capitated), the Contractor shall submit encounter data to the Area Agency in a form, acceptable to AHCCCS.

14. Evaluation of Quality, Appropriateness, or Timeliness of Services AHCCCS or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under this subcontract.

15. Fraud and Abuse If the Contractor discovers, or is made aware, that an incident of suspected fraud or abuse has occurred (related to business operations, not related to client / participant fraud or abuse), the Contractor shall report the incident to the Area Agency and to AHCCCS Office of Inspector General immediately within one business day and to the ALTCS Agency. All other incidents of potential fraud should be reported to the Area Agency.

16. General Indemnification To the extent permitted by law the parties to this contract agree that AHCCCS shall be indemnified and held harmless by the Area Agency and Contractor for the vicarious liability of AHCCCS as a result of entering into this contract. However, the parties further agree that AHCCCS shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence. Contractor shall provide training staff regarding fraud, waste, and abuse of contracted services and funds.

17. Insurance The Contractor shall maintain for the duration of this subcontract a policy or policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance in amounts that meet **ADES Special Terms and Conditions section 26.0 Indemnification and Insurance**. The Contractor agrees that any insurance protection required by this contract, or otherwise obtained by the Contractor, shall not limit the responsibility of Contractor to indemnify, keep and save harmless and defend the State and AHCCCS, their agents, officers and employees as provided herein. Furthermore, the Contractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage, for itself and its employees, and AHCCCS shall have no responsibility or liability for any such taxes or insurance coverage. (45 CFR Part 74) The requirement for Worker's Compensation Insurance does not apply when a Contractor is exempt under A.R.S. §23-901, and when such Contractor executes the appropriate waiver (Sole Proprietor/ Independent Contractor) form to Area Agency. *[This provision applies only if the Contractor provides services directly to AHCCCS members]*

18. Limitations on Billing and Collection Practices Except as provided in federal and state law and regulations, the Contractor shall not bill, or attempt to collect payment from a person who was AHCCCS eligible at the time the covered service(s) were rendered, or from the financially responsible relative or representative for covered services that were paid or could have been paid by the System. This limitation does not prevent the Contractor from engaging in additional services to the client that are specifically requested by the client or from the financially responsible relative or representative for covered services. Contractor must first submit notification to the ALTCS Agency representative of the eligible member and document such notification and the confirmation from the representative. For only these additional services may the Contractor bill, collect, or attempt to collect payment from persons herein identified.

19. Maintenance of Requirements to do Business and Provide Services The Subcontractor shall be registered with AHCCCS through and in cooperation with the Area Agency and shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this subcontract and, where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation.

20. Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans with Disabilities Act and Title VI. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)

21. Prior Authorization and Utilization Management The Area Agency and Contractor shall develop, maintain and use a system for Prior Authorization and Utilization Review that is consistent with AHCCCS Rules and the ALTCS Agency's policies.

22. Records Retention
    a. The Contractor shall maintain books and records relating to covered services and expenditures including reports to AHCCCS and working papers used in the preparation of reports to AHCCCS. The Contractor shall comply with all specifications for record keeping established by AHCCCS. All books and records shall be maintained to the extent and in such detail as required by AHCCCS Rules and Policies. Records shall include but not be limited to financial statements, records relating to the quality of care, medical records, prescription files, and other records specified by AHCCCS.
    b. The Contractor agrees to make available at its office at all reasonable times during the term of this contract and the period set forth in the following paragraphs, any of its records for inspection, audit, or reproduction by any authorized representative of AHCCCS, state, or federal government.
    c. The Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract unless a longer period of time is required by law. For retention of patient medical records, the Contractor shall ensure compliance with A.R.S. §12-2297 which provides, in part that a health care provider shall retain patient medical records according to the following:
        1. If the patient is an adult, the Contractor shall retain the patient medical records for at least six (6) years after the last date the adult patient received medical or health care services from the Contractor.
        2. If the patient is under eighteen (18) years of age, the provider shall retain the patient medical records either for at least three years after the child's eighteenth birthday or for at least six years after the last date the child received medical or health care services from the Contractor, whichever date occurs later.
        3. In addition, the Contractor shall comply with the record retention periods specified in the HIPAA laws and regulations, including, but not limited to, 45 CFR 164.530(j)(2).
    d. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination. Records which relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCS, shall be retained by the Contractor for a period of five (5) years after the date of final disposition or resolution thereof unless a longer period of time is required by law. (45 CFR 74.53; 42 CFR 431.17; ARS §41-2548)

23. Severability If any provision of these standard contract terms and conditions is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

24. Standards of Conduct The Contractor will perform services for ALTCS members consistent with the proper and required practice of medicine including requirements within this contract and must adhere to the customary rules of ethics and conduct of its appropriate professional organization including, but not limited to, the American Medical Association and other national and state boards and associations or health care professionals to which they are subject to licensing, certification, and control.

25. Subjection of Subcontract Contractor may not engage in a subcontract for Area Agency services without prior written consent from the Area Agency. The terms of any subcontract shall be subject to the applicable material terms and conditions of the contract existing between the Contractor and Area Agency and AHCCCS for the provision of covered services.

26. Termination of Contract Area Agency may, by written notice to the Contractor, terminate this contract if it is found, after notice and hearing by the Area Agency and/or State, 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 State with a view towards securing a contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performance of the Contractor; provided, that the existence of the facts upon which the Area Agency and/or State makes such findings shall be in issue and may be reviewed in any competent court. If the contract is terminated under this section, unless the Contractor is a governmental agency, instrumentality or subdivision thereof, Area Agency and/or AHCCCS shall be entitled to a penalty, in addition to any other damages to which it may be entitled by law, and to exemplary damages in the amount of three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee. [AAC R2-5-501; ARS §41-2616 C.; 42 CFR 434.6,a.(6)]

27. Voidability of Contract This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract without Area Agency's prior written approval.

28. Warranty of Services The Contractor, by execution of this contract, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this contract.

## 16.0 CONGREGATE MEALS

16.1 **Purpose Statement**

16.1.1 The service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

16.2 **Service Description**

16.2.1 Taxonomy Definition - A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual in a congregate setting.

16.2.2 Service Description: Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Link individuals with community-based services and provide resources for physical and health interventions, where available.

16.2.3 The Older Americans Act as amended in 2006 adopted one-third (1/3) of Dietary Reference Intakes as the meal standard.

16.2.4 Eligibility Requirements – The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

16.3 **Service Requirements – The Contractor shall provide:**

16.3.1 Menu Planning

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.
3. Utilize a mechanism to solicit the advice and expertise of:
   a) A dietitian or other individual meeting the requirements in Section 17.4;
   b) Meal participants; and
   c) Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.
4. Compose menus in English as well as the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
   a) Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
   b) Plan menus considering the availability of foods during seasons when they are most plentiful.
   c) Plan, prepare, provide and serve meals in accordance with the ADES, DAAS "Nutrition, Food Service, and Wellness Manual as amended.
   d) Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
      i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
      ii. Plan the menu with a majority (≥ 80%) as hot meals.
      iii. Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
6. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor's standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
   a) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS "Nutrition, Food Service, and Wellness Manual" and as may be amended.

16.3.2 Meal Preparation and Service

1. Prepare and serve congregate meals in compliance with all municipal, county, state, tribal, and federal requirements related to the food service operation.
2. Prepare or arrange for preparation and service of meals and adhere to approved menus as written.
   b) Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans.
   c) Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1.
   d) All substitutions shall be documented on the approved menu for site review.
3. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
4. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
5. Maintain a distinct and physical separation between dining areas and food preparation areas.
6. Use facilities and equipment that are suitable and accessible for individuals who are functionally limited when providing congregate meals.
7. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease and safety.
8. Post menus at the site at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
9. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
10. Document the number of meals provided each month at each location.
11. Review food service expenditures annually in order to further cost-effective management of expenses.
12. Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
13. Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, Section 3200, as may be amended.

16.3.3 Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.
2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.

16.3.4 Nutrition Education

1. Plan, develop, and implement a written nutrition education program that includes at least two (2) sessions/activities each quarter.
2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
4. Nutrition information is backed by credible research. Only materials from reputable sources shall be used such as The Academy of Nutrition Dietetics, United States Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.

5. Publicly Post and advertise nutrition education sessions/activities in advance.
6. Require that each center/site develops and submits to the Contractor an outline of the proposed nutrition education program annually. Outlines are to be maintained and monitored for compliance.
7. Document the date, topic, name of presenter and the number of people who attended the nutrition education. Documentation to be retained for at least one (1) year at the center/site for annual audit purposes.
8. Require that every participant is given the Nutrition Screening Checklist initially, and annually thereafter.
    a) Those at high nutritional risk with a score of six (6) or higher are referred to a healthcare professional for nutrition-related counseling.

16.3.5 Social Interaction

1. Provide activities that encourage social interaction, e.g., recreation and group activities in concert with meals provided.
2. Establish and maintain project/site councils comprised of attendees to provide input on activities and meals.

16.3.6 Site Monitoring

1. Monitor on an annual basis the centers/sites for compliance to the ADES requirements.
2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
3. Conduct timely monitoring to verify completion of corrective actions taken by centers/sites.

16.4 **Licensure/Certification Requirements**

16.4.1 Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.

16.4.2 Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

16.4.3 Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, are in good standing with the Board, and meet continuing education requirements.

16.4.4 All food handlers shall be certified in food safety and sanitation within one (1) month of employment
Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

16.5 **Reporting Unit**

16.5.1 One (1) unit of service equals one (1) meal.

## CONGREGATE MEALS

1. SERVICE DESCRIPTION
    a. To provide for delivery of congregate meals.

2. STAFFING REQUIREMENTS
    a. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
    b. Ongoing training shall be provided for persons providing congregate meals. Training shall be conducted prior to the person performing the service on their own. Training must minimally include:
        1. Require that all food handlers pass a course approved by the Maricopa County Health Department within one month of employment. The site manager shall have additional training such as ServSafe or other courses approved by the Maricopa County Health Department.
        2. Document staff certification and training in personnel files.
        3. Contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.

3. CLIENT CONTRIBUTION POLICIES
    a. All eligible clients shall be provided the opportunity to contribute toward the cost of service.
    b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
    c. Suggested contribution rates shall be developed by the Contractor through the site council or a participant body and reviewed annually. Any suggested contribution shall not imply a charge.
    d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during service delivery or by mail.
    e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
    f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

4. REPORTING REQUIREMENTS
    Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:
    a. All congregate meal operations must be conducted using the Area Agency electronic database.
    b. Reports and documentation must be reported on a calendar month only as follows:
        i. program reports completed by the 5th of each month.
        ii. financial statement completed by the 10th of each month.

5. DEFINITION OF UNIT OF SERVICE
    a. One unit of service equals one meal served to a client.

## 22.0 HOME DELIVERED MEALS

22.1 **Purpose Statement**

22.1.1 The service helps increase the nutrient intake of older adults at nutrition risk and allow them to remain independent in their homes.

22.2 **Service Description**

22.2.1 Taxonomy Definition – A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual, delivered to his/her place of residence.

22.2.2 Home Delivered Meals is a case-managed service.

22.2.3 Provide older adults, in their home or place of residence, with nutritious meals that meet one-third (1/3) of the Dietary Reference Intakes.

22.2.4 Provide resources and options, when available, that allow older adults to remain independent in their homes and communities.

22.2.5 A "wellness check" is conducted at the time of the meal delivery to evaluate the general health and well-being of the meal recipient.

22.2.6 The service also provides for the opportunity for socialization.

22.2.7 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

22.3 **Service Requirements – The Contractor shall provide:**

22.3.1 Menu Planning

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six (6) or more week menu that will be rotated throughout the period.
2. Maintain menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.

22.3.2 Utilize a mechanism to solicit the advice and expertise of:

1. Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM)
2. Meal participants; and
3. Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.

22.3.3 Compose menus in English as well as the dominant language or languages of the participant group for each site.

22.3.4 Incorporate ethnic and cultural preferences of participants when planning menus.

1. Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
2. Plan menus considering the availability of foods during seasons when they are most plentiful.
3. Plan, prepare, provide and serve meals in accordance with the ADES, DAAS "Nutrition, Food Service, and Wellness Manual as amended.
4. Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
   a) Each meal must contain a specified number of calories as defined in DAAS policies and procedures;
   b) Plan the menu with a majority (≥ 80%) as hot meals; and
   c) Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
5. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor's standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
   d) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS "Nutrition, Food Service, and Wellness Manual" and as may be amended.

6. Annually review food service expenditures in order to further cost-effective management.
7. Develop and implement an emergency plan to be used when the meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.

22.3.5 Meal Preparation and Service

1. Provide a nutritious home delivered meal at least once a day, five (5) days a week except in rural areas where such frequency is not feasible, and as approved by the DAAS.
   - e) Prepare or arrange for preparation and service of meals and adhere to approved menus as written:
     - i. Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans;
     - ii. Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1; and
     - iii. All substitutions shall be documented on the approved menu for site review.
   - f) Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
   - g) Prepare and deliver meals in compliance with all local, county, state, and federal regulations and requirements for food service.
   - h) Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
   - i) Provide menus to eligible client at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
   - j) Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
   - k) Document the number of meals provided each month at each location.
   - l) Review food service expenditures annually in order to further cost-effective management of expenses.
   - m) Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
   - n) Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, as may be amended.

22.3.6 Delivery Requirements

1. Package and deliver meals in a safe and sanitary manner.
2. Meals are to be hand-delivered directly to the eligible client unless an exception has been made and is documented in the client's case file.
3. Provide each new participant with a current week's menu and provide on-going individuals with a copy of the menu at least one (1) week in advance.
4. Obtain the individual's authorized signature and date for each meal delivered and maintain the signatures in a central file.
5. Maintain record/log of the number of meals delivered each month to each individual.
6. If more than one (1) frozen meal is received per delivery per individual, document reason for multiple meals delivery in the individual's case record.
7. It is verified and documented in the case record that the individual has the facilities to properly store and prepare frozen meal(s).

22.3.7 Wellness Check

1. Assess general mental and physical health status ("wellness check") of the individual at the time of meal delivery; and
2. Refer to Case Manager all individuals for appropriate action who present additional medical or social problems during the course of service delivery.

22.3.8 Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of

gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.

2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.
4. Provide training on a quarterly basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety.
5. Train meal delivery staff in Wellness Check evaluations on communication and observation skills necessary to evaluate an individual's general mental and physical status at the time of meal delivery.
6. Document staff certification and training in personnel files.

22.3.9 Nutrition Education

1. Provide to home delivered meal individuals printed nutrition education materials two (2) times per quarter.
2. Plan, develop, and implement a written nutrition education program that includes at least two (2) handouts each quarter, and that pertain to nutritionally related topics that are culturally sensitive such as, but not limited to:
   a) Dietary guidelines for older adults;
   b) Modified meals and chronic disease;
   c) Food and drug interaction;
   d) Physical fitness health information as it relates to nutrition;
   e) Meal planning and preparation;
   f) Budgeting, shopping; and
   g) Sanitation.
3. Nutritional information provided to individuals shall be backed by credible research, such as but limited to: The Academy of Nutrition Dietetics, United State Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration for Community Living, and the National Institute on Aging.

22.4 **Licensure/Certification Requirements**

22.4.1 Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics, have successfully completed the examination for registration, and meet continuing education requirements.

22.4.2 Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

22.4.3 Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association and meet continuing education requirements and are in good standing with the Board.

22.4.4 All food handlers shall be certified in food safety and sanitation within one (1) month of employment
Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

22.4.5 Valid and current state Driver's License for delivery drivers shall be maintained.

22.5 **Reporting Unit**

22.5.1 One (1) unit of service equals one (1) meal.

## HOME DELIVERED MEALS

1. ADDITIONAL SERVICE DESCRIPTION
    a. To provide for delivery of home delivered meals.
    b. Home delivered meals are a case managed service such that services under this contract are specific to Area Agency designated case management client referrals.
    c. Within the parameters of the contract, contractor may only serve clients authorized by Area Agency designated case management agencies.
    d. Assessments of clients need for meals shall be the sole responsibility of case management.
    e. Annual Nutrition Screening Survey shall be the sole responsibility of case management.

2. STAFFING AND VEHICLE REQUIREMENTS
    a. The vehicle in which meal delivery is provided must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance.
    b. Individuals conducting the delivery must be a minimum of eighteen (18) years of age and shall carry agency identification badge. Persons under the age of eighteen may assist with the delivery process if accompanied and supervised by a designated person over the age of eighteen.
    c. Individuals driving an Area Agency vehicle must have a clean MVD history.
    d. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
    e. Training shall be provided for persons delivering home delivered meals. Training shall be conducted prior to the person performing the delivery on their own. Training must minimally include:
        1. social needs of the homebound client.
        2. development of observation of skills necessary to detect changes in client functioning or status.
        3. appropriate methods of interacting with homebound clients.
        4. appropriate responses to client medical emergencies.
        5. methods of reporting changes in client's physical/mental status.
        6. methods for reporting barriers to service delivery.
        7. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
3. SERVICE DELIVERY
    a. A review must be conducted at least quarterly by supervising staff of the client status, routes (including time and distance), delivery specifications, compliance, and changes, and other home delivered meal services.
    b. Client signatures
        i. All clients must sign for the receipt of each home delivered meal.
        ii. If a client is regularly unable to sign his/her name, the Contractor must obtain written case manager authorization prior to denoting the client does not need to sign in Area Agency approved software. Case manager authorization should be updated with each new authorization.
        iii. If a client is unable to sign his/her name, then an adult in the home must sign his/her name denoting acceptance of the meal on behalf of the client. In the absence of a person in the home, the delivery person may execute his/her initials and note why initials were necessary.
    c. Meal Delivery
        i. Meals will be provided based on case management specific authorization as to day(s) per week and number of meals per day.
        ii. A route sheet shall be used daily to document all clients' names, addresses, diet type, beverage, signature, and any special delivery instructions.
        iii. Delivery of the meal must be made directly to the client.
        iv. Delivery staff will allow for time in the home to inquire as to the well-being and health of the client.
            1. The delivery staff must report all changes in client's mental or physical status to the home delivered meal program staff.
            2. The home delivered meal program staff must document the report in the client's file and the client's case manager and/or the emergency contact person for follow up.
        v. Meals not delivered during the scheduled delivery route must be disposed of at the end of the route.

    d. Non-Provision of Service
        i. Non-provision of service occurs when a client does not receive a scheduled home delivered meal. All instances of non-provision of service must be fully documented in the client's case file and appropriate action taken with the client, case manager, and/or emergency contact.

4. CLIENT CONTRIBUTION POLICIES

a. SAIL clients shall be provided the opportunity to contribute toward the cost of service.
b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
c. Suggested contribution rates shall be developed by the contractor through the site council or similar client-centered group and reviewed annually. Any suggested contribution shall not imply a charge.
d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during delivery or by mail.
e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

5. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

a. All home delivered meal operations must be conducted using the Area Agency electronic database.
b. Reports and documentation must be reported on a calendar month only as follows:
    i. Post all Home Delivered Meals by the 5th of each month.
    ii. program reports by the 5th of each month.
    iii. financial statement by the 10th of each month.

6. DEFINITION OF UNIT OF SERVICE
    a. One unit of service equals one meal delivered to an authorized client.

## 29.0 MULTIPURPOSE CENTER OPERATIONS

29.1 **Purpose Statement**

29.1.1 The service is to help foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals as well as providing beneficial intergenerational opportunities.

29.2 **Service Description**

29.2.1 Taxonomy Definition - A service that operates facilities and maintains activities necessary for the delivery of services.

29.2.2 Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services for older adults.

29.2.3 Activities and services are planned based on the participant's needs and preferences.

29.2.4 Centers provide:

1. An array of physical activities on a daily or weekly basis which may include but not limited to: chair exercises, aerobics, balance exercises, yoga, and Tai Chi;
2. Opportunities for socialization through group activities such as games, discussions, special events, crafts, and lectures;
3. Required nutrition education activities such as food demonstrations, guest speakers, discussions, and videos;
4. Other educational and recreational activities such as gardening, computer training, dancing;
5. Outreach to the community on the available programs and services; and
6. Assistance and information for available services such as housing, transportation, and legal services.

29.2.5 Centers that serve as nutrition sites provide meals that meet one-third (1/3) of the Dietary Reference Intakes.

29.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

29.3 **Service Requirements – The Contractor shall provide:**

29.3.1 Operations:

1. Provide services to meet the cultural and language needs of those being served;
2. Employ bilingual staff in centers whose participants have limited English proficiency;
3. Maintain records (e.g., client participation, financial, staffing, activities);
4. Establish and post a donation/contribution policy for services;
5. Train staff on services related to older adults and those with disabilities including but not limited to cultural sensitivity, bullying, and discrimination;
6. Establish and maintain project/site councils;
7. Involve participants in program planning and implementation; and
8. Develop and distribute a monthly calendar of activities.

29.3.2 Information on available services:

1. Maintain and update a resource file of currently available services and resource referrals; and
2. Provide written and verbal information on the following as available: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.

29.3.3 Referral and assistance in accessing the services:

1. Assess/determine the services needed by individuals and groups;
2. Contact agencies providing the identified services;
3. Provide/arrange for transportation of individuals and groups to services when necessary;
4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities; and
5. Provide follow-up with individual and with agency providing service to ensure contact was made.

29.3.4 Outreach:

1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities;
2. Provide written and verbal information to community groups on services available at the center and offered by other agencies; and
3. Conduct home visits to home-bound older adults and those with disabilities in the community to conduct wellness checks.

29.3.5 Education:

1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics but not limited to consumer fraud and scams and continuing education, retirement and financial planning;
2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals;
3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals;
4. Develop and maintain on-going physical activity programs;
5. Coordinate with local community resources to provide health screening and health risk assessments; and
6. Provide training on the self-management of chronic conditions.

29.3.6 Volunteer Opportunities:

1. Designate a volunteer coordinator to provide relevant volunteer opportunities for older individuals;
2. Implement a volunteer recruitment system;
3. Provide job descriptions for volunteers; and
4. Provide and document training for volunteers.

29.3.7 Recreational Activities:

1. Provide recreational activities appropriate to the physical and emotional needs of older individuals;

29.3.8 Intergenerational Programs:

1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.

29.4 **Licensure/Certification Requirements**

29.4.1 All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.

29.5 **Reporting Unit**

29.5.1 One (1) unit of service equals 60 minutes of service time.

## 39.0 SOCIALIZATION AND RECREATION

39.1 **Purpose Statement**

39.1.1 This service promotes the improvement in social, emotional, mental and physical well-being of older adults.

39.2 **Service Description**

39.2.1 Taxonomy Definition - A service that promotes mentally and emotionally healthy interaction between participants and that may be organized around leisure activities.

39.2.2 This service is to increase or maintain the functional independence of the eligible individuals by providing purposeful activities appropriate to the participants' preferences and needs.

39.2.3 Preferences and needs of the individuals, as well as the group, are evaluated and activities are planned accordingly.

39.2.4 Services include a variety of individual and group activities such as but not limited to:

1. Physical such as exercises, Tai Chi, yoga, dancing, and walking;
2. Developmental such as writing, drawing, reading, crafting, and painting;
3. Emotional such as support groups and discussions;
4. Cognitive such as games, and puzzles that promote memory and thinking; and
5. Social such as group events (e.g., singing, dancing, trips to museums, theater, and parks).

39.3 **Service Requirements – The Contractor shall provide the following:**

39.3.1 Assess the preferences and needs of the participants individually and/or as a group.

39.3.2 Develop and implement an activity plan in collaboration with the program participants.

39.3.3 Establish and maintain working relationships with community resources.

39.3.4 Utilize community resources for the provision of services.

39.3.5 Provide training and instructional techniques to encourage participation in program activities and to help individuals to independently choose and perform a variety of social and recreation activities.

39.3.6 Actively enlist participation in the service.

39.3.7 Provide a variety of recreational and social activities.

39.3.8 Document activities in which the individual participated.

39.3.9 Providing training to paid and volunteer staff.

39.3.10 Establish and maintain Project/Site Councils.

39.4 **Reporting Unit**

39.4.1 One (1) unit of service equals 60 minutes of staff time.

**MULTIPURPOSE CENTER OPERATION**
**SOCIALIZATION & RECREATION**

1. SERVICE STANDARDS
   Contractor shall comply with the following minimum standards:
   a. Health Promotion
      Conduct a minimum of two (2) health promotion activities per month that may include (but not be limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.
   b. Exercise
      Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.
   c. Staffing
      Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).

2. SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION
   Contractor will comply with all of the services as outlined in the Arizona DES Scope of Work.

3. ADDITIONAL REPORTING UNIT DEFINITIONS
   Area Agency recognizes two forms of units for this service:
   a. Activity: a unit shall be one activity in the categories of health promotion and exercise.
   b. Staff hour: the staff reporting time is limited to the following categories:
      i. program planning.
      ii. conducting activities.
      iii. providing social services.
      iv. conducting outreach.
      v. volunteer coordination to include recruitment, supervision, recognition.
      vi. staff training provided to contractor staff / volunteers.
      vii. continuing education for staff / volunteers.

   For reporting, a program may combine staff hours and activity hours for total units.

4. REPORTING REQUIREMENTS
   Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:
   a. all health promotion and exercise sessions must be reported using the Area Agency electronic database.
   b. reports and documentation must be reported as follows:
      i. program report for activities completed by the 5th of each month.
      ii. program report for MCO units completed by the 5th of each month.
      iii. financial statement completed by the 10th of each month.

## 20.0 GENERAL TRANSPORTATION

20.1 **Purpose Statement**

The service helps to assist individuals 60 years of age or older and/or individuals with disabilities to maintain their independence and avoid costly and unnecessary placement in a care facility by providing access to services.

20.2 **Service Description**

20.2.1 Taxonomy Definition - A service that provides or assists in obtaining various types of transportation for specific needs.

20.2.2 The service includes the arrangement and/or provision of transportation services which may include the use of a car, bus or van.

20.2.3 Under the Family Caregiver Support Program, the service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.

20.2.4 Senior center participants may be transported from their place of residence to the center and returned to their residence; they may also be transported to appointments or other community services such as shopping.

20.2.5 Services may include the transport of eligible groups of individuals to activities such as recreational, educational or community events.

20.2.6 Eligibility Requirements – The Contractor shall provide services to individuals and caregivers who meet the eligibility requirements described in Chapter 3000 of the DAAS Policy and Procedure Manual, as may be amended.

20.3 **Service Requirements - The Contractor shall:**

20.3.1 Require that the vehicles used are constructed specifically for the transportation of persons. All seats are securely fastened to the body of the vehicle, individuals are properly seated when the vehicle is in operation, and individuals utilize seatbelts.

20.3.2 Require the availability and use of vehicles that are wheelchair accessible for those individuals who are wheelchair bound.

20.3.3 Require that vehicles used for the transportation of individuals meet federal, state and local safety and maintenance standards.

1. Maintain logs of maintenance completed on all vehicles used for the transportation of individuals.

20.3.4 Require that drivers have and carry a valid driver's license.

20.3.5 Provide driver training that includes instructing how to assist individuals to safely enter and exit vehicles, handle road emergencies, safe driving, defensive driving, and disease specific information (e.g., Alzheimer's, Parkinson's, and Diabetes).

20.3.6 Protect the individual's safety while using this service.

20.3.7 Provide information to individuals on accessing the transportation service.

20.3.8 Arrange transportation for individuals:

1. Make arrangements for transportation through public or private transportation providers; and
2. Determine with the individual and/or significant others, a plan for providing transportation

20.3.9 Provide transportation for individuals:

1. Transport individuals from one (1) location to another. (This includes traveling to and from designated locations to pick up or drop off individuals.);
2. Require that drivers are physically capable to assist the individual with entering and exiting the vehicles as needed, and securing them safely within the vehicle;
3. Provide transportation to individuals with a physical disability in a vehicle adapted to their needs;
4. Record and maintain services delivered to each individual; and
5. Adhere to time schedules.

20.4 **Licensure/Certification Requirements**

20.4.1 Require that individuals providing transportation are at least 18 years of age and possess valid Arizona Operator's or Commercial Driver's License.

21.1.1 Utilize vehicles which have a valid Arizona license plate and pass emissions standards at a minimum and have insurance coverage.

21.1.2 Require that individuals providing transportation services have the expertise in safety standards to perform their tasks which includes training in CPR and first aid.

21.1.3 Require drivers to pass a physical prior to providing transportation service to individuals and pass a physical at least every two (2) years thereafter.

20.5 **Reporting Unit**

21.1.4 One (1) unit of service equals one (1) trip per person one (1) way.

## CITIZEN TRANSPORTATION – SENIOR CENTERS

1. SERVICE DESCRIPTION / GOAL
   This service provides or assists eligible participants in obtaining transportation.

2. ADDITIONAL STANDARDS / LICENSURE REQUIREMENTS
   The Contractor shall comply with the following standards and/or licensure requirements:
   a. the vehicle shall be basically constructed for the transportation of persons. All seats shall be securely fastened to the body of the vehicle and individuals shall be properly seated when the vehicle is in operation. The vehicle must have seat belts installed and provide seat belt extenders as needed. Seat belts must be used by driver and passengers.
   b. newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
   c. individuals driving Area Agency vehicles or transporting Area Agency clients must have a clean MVD history.
   d. staff/volunteers shall be trained in the following areas:
      i. CPR and first aid.
      ii. full vehicle equipment and operation training including optional manual over-rides on any equipment.
      iii. appropriate methods of interacting with clients and observation techniques to detect changes in health and welfare.
      iv. response protocol for emergency or urgent situations.
      v. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
   e. annually the contractor shall submit the boundaries for service.
   f. service will be available to eligible riders to coincide with senior centers within the service area. The Area Agency on Aging reserves the right to change the hours of service with thirty (30) days written notice.
   g. client eligibility shall consist of persons age sixty (60) or older, the spouse of a person age sixty (60) or over, or a person who is under sixty (60) who is disabled.
   h. the drivers/aides are required to use the highest degree of care with the operation of equipment and assistance of riders. Each of the contractor's drivers must provide assistance to passengers who need help going to/from the vehicle and home or senior center. Contractor may limit the number of bags or packages which passengers may have on board. Drivers will assist passengers with the packages from portal to portal, if necessary.
   i. the maximum in-vehicle ride time for riders is forty (40) minutes. This assumes that the driver is transporting more than one rider.
   j. all drivers/aides in the program must carry agency identification and practice good hygiene and are required to be neat, clean and well groomed.
   k. all drivers are required complete a physical prior to beginning the job and every two years thereafter.
   l. all equipment used in the program must be kept clean.
   m. the contractor must provide communications equipment for every vehicle used in the provision of this service.
   n. smoking, expectorating, eating, and drinking alcoholic beverages by drivers or passengers while on board any vehicle providing service for this program is prohibited.
   o. contractor shall assure that all federal, state, and local laws, regulations, ordinances, licenses, and inspections governing vehicles in this service are in compliance before service is begun and at all times covered by the period of this contract.
   p. vehicle maintenance:
      i. contractors are expected to maintain their vehicles in good working condition. Area Agency reserves the right to inspect vehicles to ensure their safety, and to immediately remove from the program any vehicle it deems unsafe until necessary corrections are made.
      ii. vehicles to be used in providing services under the Area Agency contract may be inspected prior to awarding of the contract.
      iii. vans and buses should be equipped with comfortable sized steps, grab bars, and seat belt extenders for added safety to senior citizen passengers.

3. CLIENT CONTRIBUTION POLICIES
   a. Clients shall be provided the opportunity to contribute toward the cost of service.
   b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
   c. Suggested contribution rates may be developed by the contractor. Any suggested contribution shall not imply a charge.

d. Any method or combination of methods must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client who chooses to make a contribution.
e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall be developed. These procedures shall follow generally accepted accounting principles.
f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency monthly financial report.
g. Contractors shall be monitored on their effort in collecting contributions.

4. REPORTING REQUIREMENTS
Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:
a. All transportation operations must be conducted using the Area Agency electronic database.
b. reports and documentation must be reported as follows:
    i. program report by the 5th of each month.
    ii. financial statement by the 10th of each month.

5. DEFINITION OF UNIT OF SERVICE
a. One unit of service equals one trip per person one way.

# FACILITY LOCATION CHART

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

| Site Name, Address, Phone#, Fax# | Subcontract | Contracted Services by Site | Days and Hours of Operation by Site | Geographic Area or PSA to be Served |
|---|---|---|---|---|
| **City of Buckeye Senior Center 201 E. Centre Ave Buckeye, AZ 85326 623-349-6600** | ☐ | **Home Delivered Meals, Congregate Meals, Multipurpose Center Operations, and Transportation** | **Monday - Friday 8:00 a.m. -5:00 p.m.** | **PSA 2:** Buckeye, Arlington, Palo Verde, Tonopah West to 371st Ave Parts of Rainbow Valley, Goodyear East of Cotton Lane and South of Indian School |
| | ☐ | | | |

**HOLIDAY OBSERVANCES**

A ☒ indicates the **HOLIDAYS** that the facility(s) listed above will not be open:

| | | | |
|---|---|---|---|
| ☒ New Year's Day | ☒ Juneteenth | ☒ Veteran's Day | ☐ Other: |
| ☒ Martin Luther King Jr's | ☒ Independence Day | ☒ Thanksgiving Day | ☐ Other: Type here |
| ☒ President's Day | ☐ Rosh Hashanah | ☒ Day after Thanksgiving | ☐ Other: Type here |
| ☐ Cesar Chavez Day | ☒ Labor Day | ☒ Christmas Eve | ☐ Other: Type here |
| ☐ Good Friday | ☐ Yom Kippur | ☒ Christmas Day | ☐ Other: Type here |
| ☒ Memorial Day | ☒ Columbus Day | ☒ New Year's Eve | ☐ Other: Type here |

# CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**CITY OF BUCKEYE**

Signature and Date

**Dan Cotterman, City Manager**

# CERTIFICATION REGARDING DEBARTMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
## Lower tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

1. By signing this certificate, the prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or Agency.
2. Contractor is providing the certification as set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
4. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," " proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
7. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

**CITY OF BUCKEYE**

_____

Signature and Date

**Dan Cotterman, City Manager**

**EXHIBIT A**

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AAA-1344A FORENG (8-21)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Aging and Adult Services

# DIRECT SERVICE POSITION

You have applied for a position that provides direct services to children or vulnerable adults. Arizona Revised Statutes (ARS § 8-804.1) require you to certify, under penalty of perjury, whether an allegation of abuse or neglect was made against you and was substantiated. If your certification does not indicate a current investigation or a substantiated report of abuse or neglect, your employer may permit you to provide direct services pending the findings of a Central Registry Background Check by the Division of Aging and Adult Services. Your employer is required to keep this form and all information provided on it as confidential.

Name *(Last, First, M.I.)* _____ SOC.SEC.NO. _____

Date of Birth _____ Aliases *(e.g., maiden, nicknames)* _____

Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

Are you currently the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated *(determined to have occured)* finding? ☐ Yes ☐ No

Have you ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated *(determined to have occurred)* finding? ☐ Yes ☐ No

If Yes, to the question immediately above:

What was the allegation(s)?

When was the investigation(s) conducted? _____

Where was the investigation(s) conducted? _____

If you wish to provide additional information see Direct Service Position Supplement.

## STATEMENT OF CERTIFICATION

By signing this form, I certify that the information provided is true, correct, and complete to the best of my knowledge and belief.

Signature _____ Date _____

**Employers: Maintain this form as confidential.**

## EXPLANATION

If you have ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated *(determined to have occurred)* finding, you may provide an explanation of the incident of child abuse or neglect. Do not include the name of any child or any person involved in the investigation. If more space is needed, attach additional sheets.

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local.

LCR-1034A FORNA (10-19)
*Previous versions not accepted*

ARIZONA DEPARTMENT OF ECONOMIC SECURITY



# CRIMINAL HISTORY SELF DISCLOSURE AFFIDAVIT

Your fingerprints will be submitted to the Arizona Department of Public Safety (DPS) and the Federal Bureau of Investigation (FBI) for a criminal history check. Your self-disclosure on this affidavit and the information provided by your criminal history check will be used, as authorized by Public Law and Arizona Revised Statues, to help us determine your fitness to have unsupervised access to vulnerable persons. **Your failure to disclose true and accurate information on this affidavit will be sufficient grounds to end your employment or to deny, suspend, or revoke your license and may be referred to the State Attorney General's Office for prosecution.**

***Be sure that you go over all six (6) pages of the self-disclosure affidavit.***

You have the right to obtain a copy of any background check report and challenge the accuracy or completeness of information contained in the report. If you challenge the information, you also have a right to prompt determination as to the validity of your challenge. To obtain a copy of your background check report, contact the DPS Records Unit, ACJIS Division at (602) 223-2222.

Name *(First, Middle, Last)*: _____ Date of Birth *(MM/DD/YY)*: _____

Address *(No., Street, Apt. No.)*: _____

City: _____ State: _____ ZIP Code: _____

---

Check one of the following and provide information as directed:

- ☐ I have not been convicted of nor am I under pending indictment for any crimes.
- ☐ I have been convicted of or I am under pending indictment for the following crime(s) *(Provide dates, location/ jurisdiction, circumstances and outcome. Attach additional pages as needed)*:

**ALSO** – Check one of the following:

- ☐ I am not subject to registration as a sex offender in Arizona or in any other jurisdiction.
- ☐ I am subject to registration as a sex offender in Arizona or in any other jurisdiction. *(If you are subject to registration as a sex offender in this state or any other jurisdiction, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.)*

---

I certify that I understand this affidavit. My self-disclosure is true, accurate, and complete to the best of my knowledge.

Signature: _____ Date: _____

**Notary Public**

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

See page 6 for EOE/ADA disclosures

## Non-Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are subject to registration as a sex offender in this state or any other jurisdiction, or awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating, or conspiring to commit one or more of the crimes in this section DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.

Expunged convictions from any court other than juvenile court must be identified.

| | YES | NO |
|---|---|---|
| 1. Sexual abuse of vulnerable adult | ☐ | ☐ |
| 2. Incest | ☐ | ☐ |
| 3. Homicide, including first or second-degree murder, manslaughter and negligent homicide | ☐ | ☐ |
| 4. Sexual assault | ☐ | ☐ |
| 5. Sexual exploitation of a minor or vulnerable adult | ☐ | ☐ |
| 6. Commercial sexual exploitation of a minor or vulnerable adult | ☐ | ☐ |
| 7. Child prostitution as prescribed in A.R.S. § 13-3212 | ☐ | ☐ |
| 8. Child abuse | ☐ | ☐ |
| 9. Felony child neglect | ☐ | ☐ |
| 10. Sexual conduct with a minor | ☐ | ☐ |
| 11. Molestation of a child or vulnerable adult | ☐ | ☐ |
| 12. Dangerous crime against children as defined in A.R.S. § 13-705 | ☐ | ☐ |
| 13. Exploitation of minors involving drug offenses | ☐ | ☐ |
| 14. Taking a child for the purposes of prostitution as defined in A.R.S. § 13-3206 | ☐ | ☐ |
| 15. Neglect or abuse of a vulnerable adult | ☐ | ☐ |
| 16. Sex trafficking | ☐ | ☐ |
| 17. Sexual abuse | ☐ | ☐ |
| 18. Production, publication, sale, possession and presentation of obscene items as prescribed in A.R.S. § 13-3502 | ☐ | ☐ |
| 19. Furnishing harmful items to minors as prescribed in A.R.S. § 13-3506 | ☐ | ☐ |
| 20. Furnishing harmful items to minors by internet activity as prescribed in A.R.S. § 13-3506.01 | ☐ | ☐ |
| 21. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in A.R.S. § 13-3512 | ☐ | ☐ |
| 22. Luring a minor for sexual exploitation | ☐ | ☐ |
| 23. Enticement of persons for purposes of prostitution | ☐ | ☐ |
| 24. Procurement by false pretenses of persons for purposes of prostitution | ☐ | ☐ |
| 25. Procuring or placing persons in a house of prostitution | ☐ | ☐ |
| 26. Receiving earnings of a prostitute | ☐ | ☐ |
| 27. Causing one's spouse to become a prostitute | ☐ | ☐ |
| 28. Detention of persons in a house of prostitution for debt | ☐ | ☐ |
| 29. Keeping or residing in a house of prostitution or employment in prostitution | ☐ | ☐ |
| 30. Pandering | ☐ | ☐ |
| 31. Trafficking of persons for forced labor or services as defined in A.R.S. § 13-1308 | ☐ | ☐ |

| | YES | NO |
|---|---|---|
| 32. Transporting persons for the purpose of prostitution, polygamy and concubinage | | |
| 33. Portraying adult as a minor as prescribed in A.R.S. § 13-3555 | | |
| 34. Admitting minors to public displays of sexual conduct as prescribed in A.R.S. § 13-3558 | | |
| 35. Any felony offense involving contributing to the delinquency of a minor | | |
| 36. Unlawful sale or purchase of children | | |
| 37. Child bigamy | | |
| 38. Any felony offense involving domestic violence as defined in A.R.S. § 13-3601, except for a felony offense only involving criminal damage in an amount more than $250, but less than $1000 if the offense was committed before June 29, 2009 | | |
| 39. Felony indecent exposure | | |
| 40. Felony public sexual indecency | | |
| 41. Felony driving under the influence, driving under the extreme influence or aggravated driving under the influence if committed within 5 years of the date you apply for a Level 1 Clearance Card | | |
| 42. Terrorism | | |
| 43. Any offense involving a violent crime as defined in A.R.S. § 13-901.03 | | |

## Appealable 5 Years After Conviction

The following **felony** offenses are non-appealable if committed within 5 years of the date you apply for a Level 1 Fingerprint Clearance Card. If you have been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of the crimes in this section *within 5 years* of applying for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the denial.

If the conviction was *more than 5 years* before you apply for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the denial to the Arizona Board of Fingerprinting.

**Mark "Within 5 Years," "Over 5 Years" or "No" as applicable.**

| | WITHIN 5 YEARS | OVER 5 YEARS | NO |
|---|---|---|---|
| 1. Endangerment | | | |
| 2. Threatening or intimidating | | | |
| 3. Assault | | | |
| 4. Aggravated assault | | | |
| 5. Unlawfully administrating intoxicating liquors, narcotic drugs or dangerous drugs | | | |
| 6. Dangerous or deadly assault by prisoner or juvenile | | | |
| 7. Prisoners who commit assault with intent to incite to riot or participate in riot | | | |
| 8. Assault by vicious animals | | | |
| 9. Drive by shooting | | | |
| 10. Assaults on public safety employees or volunteers and state hospital employees | | | |
| 11. Discharging a firearm at a structure | | | |
| 12. Prisoner assault with bodily fluids | | | |
| 13. Aiming a laser pointer at a peace officer | | | |
| 14. Possession and sale of peyote | | | |
| 15. Possession and sale of a vapor-releasing substance containing a toxic substance | | | |

| | WITHIN 5 YEARS | OVER 5 YEARS | NO |
|---|---|---|---|
| 16. Selling or giving nitrous oxide to underage persons | | | |
| 17. Sale of regulated chemicals | | | |
| 18. Sale of precursor chemicals | | | |
| 19. Production or transportation of marijuana | | | |
| 20. Possession, use or sale of marijuana, dangerous drugs or narcotic drugs | | | |
| 21. Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs | | | |
| 22. Administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs | | | |
| 23. Manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15 | | | |
| 24. Involving or using minors in drug offenses | | | |
| 25. Possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone | | | |
| 26. Possession, manufacture, delivery and advertisement of drug paraphernalia | | | |
| 27. Use of wire communication or electronic communication in drug-related transactions | | | |
| 28. Using a building for sale or manufacture of dangerous or narcotic drugs | | | |
| 29. Manufacture or distribution of prescription-only drug | | | |
| 30. Manufacture, distribution, possession or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs | | | |
| 31. Manufacture of certain substances and drugs by certain means | | | |

## Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the decision to the Arizona Board of Fingerprinting.

| | YES | NO |
|---|---|---|
| 1. Theft | | |
| 2. Theft by extortion | | |
| 3. Shoplifting | | |
| 4. Forgery | | |
| 5. Criminal possession of a forgery device | | |
| 6. Obtaining a signature by deception | | |
| 7. Criminal impersonation | | |
| 8. Theft of a credit card or obtaining a credit card by fraudulent means | | |
| 9. Receipt of anything of value obtained by fraudulent use of a credit card | | |
| 10. Forgery of a credit card | | |

| | YES | NO |
|---|---|---|
| 11. Fraudulent use of a credit card | ☐ | ☐ |
| 12. Possession of any machinery, plate or other contrivance or incomplete credit card | ☐ | ☐ |
| 13. False statements as to financial condition or identity to obtain a credit card | ☐ | ☐ |
| 14. Fraud by persons authorized to provide goods or services | ☐ | ☐ |
| 15. Credit card transaction record theft | ☐ | ☐ |
| 16. Misconduct involving weapons | ☐ | ☐ |
| 17. Misconduct involving explosives | ☐ | ☐ |
| 18. Depositing explosives | ☐ | ☐ |
| 19. Misconduct involving simulated explosives | ☐ | ☐ |
| 20. Concealed weapon violation | ☐ | ☐ |
| 21. Misdemeanor indecent exposure | ☐ | ☐ |
| 22. Misdemeanor public sexual indecency | ☐ | ☐ |
| 23. Aggravated criminal damage | ☐ | ☐ |
| 24. Adding poison or other harmful substance to food, drink or medicine | ☐ | ☐ |
| 25. A criminal offense involving criminal trespass under Title 13, Chapter 15 | ☐ | ☐ |
| 26. A criminal offense involving criminal burglary under Title 13, Chapter 15 | ☐ | ☐ |
| 27. A criminal offense involving organized crime or fraud as prescribed in Title 13, Chapter 23, except terrorism | ☐ | ☐ |
| 28. Misdemeanor offenses involving child neglect | ☐ | ☐ |
| 29. Misdemeanor offenses involving contributing to the delinquency of a minor | ☐ | ☐ |
| 30. Misdemeanor offenses involving domestic violence as defined in A.R.S. § 13-3601 | ☐ | ☐ |
| 31. Felony offenses involving domestic violence if the offense only involved criminal damage in the amount of $250 but less than $1000 and the offense was committed before June 29, 2009 | ☐ | ☐ |
| 32. Arson | ☐ | ☐ |
| 33. Criminal damage | ☐ | ☐ |
| 34. Misappropriation of charter school monies as prescribed in A.R.S. § 13-1818 | ☐ | ☐ |
| 35. Taking identity of another person or entity | ☐ | ☐ |
| 36. Aggravated taking identity of another person or entity | ☐ | ☐ |
| 37. Trafficking in the identity of another person or entity | ☐ | ☐ |
| 38. Cruelty to animals | ☐ | ☐ |
| 39. Prostitution as described in A.R.S. § 13-3214 | ☐ | ☐ |
| 40. Sale or distribution of material harmful to minors through vending machines as prescribed in A.R.S. § 13-3513 | ☐ | ☐ |
| 41. Welfare fraud | ☐ | ☐ |
| 42. Kidnapping | ☐ | ☐ |
| 43. Robbery, aggravated robbery or armed robbery | ☐ | ☐ |
| 44. Misdemeanor endangerment | ☐ | ☐ |
| 45. Misdemeanor threatening or intimidating | ☐ | ☐ |
| 46. Misdemeanor assault | ☐ | ☐ |
| 47. Misdemeanor aggravated assault | ☐ | ☐ |
| 48. Misdemeanor unlawfully administering intoxicating liquor, narcotic drugs or dangerous drugs | ☐ | ☐ |

| | YES | NO |
|---|---|---|
| 49. Misdemeanor dangerous or deadly assault by prisoner or juvenile | | |
| 50. Misdemeanor prisoners who commit assault with intent to incite riot or participate in riot | | |
| 51. Misdemeanor assault by vicious animals | | |
| 52. Misdemeanor drive-by shooting | | |
| 53. Misdemeanor assaults on public safety employees or volunteers and state hospital employees | | |
| 54. Misdemeanor discharging a firearm at a structure | | |
| 55. Misdemeanor prisoner assault with bodily fluids | | |
| 56. Misdemeanor aiming a laser pointer at a peace officer | | |
| 57. Misdemeanor possession and sale of peyote | | |
| 58. Misdemeanor possession and sale of a vapor-releasing substance containing a toxic substance | | |
| 59. Misdemeanor selling or giving nitrous oxide to underage persons | | |
| 60. Misdemeanor sale of regulated chemicals | | |
| 61. Misdemeanor sale of precursor chemicals | | |
| 62. Misdemeanor production or transportation of marijuana | | |
| 63. Misdemeanor possession, use or sale of marijuana, dangerous drugs or narcotic drugs | | |
| 64. Misdemeanor possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs | | |
| 65. Misdemeanor administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs | | |
| 66. Misdemeanor manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15 | | |
| 67. Misdemeanor involving or using minors in drug offenses | | |
| 68. Misdemeanor possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone | | |
| 69. Misdemeanor possession, manufacture, delivery and advertisement of drug paraphernalia | | |
| 70. Misdemeanor use of wire communication or electronic communication in drug-related transactions | | |
| 71. Misdemeanor using a building for sale or manufacture of dangerous or narcotic drugs | | |
| 72. Misdemeanor manufacture or distribution of prescription-only drug | | |
| 73. Misdemeanor manufacture, distribution, or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs | | |
| 74. Misdemeanor manufacture of certain substances and drugs by certain means | | |

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Developmental Disabilities ADA Coordinator at 602-771-2893; TTY/TDD Services: 7-1-1 • Disponible en español en línea o en la oficina local

**EXHIBIT D**

LCR-1034A FORS (10-19)
*No se aceptan versiones anteriores*

ARIZONA DEPARTMENT OF ECONOMIC SECURITY



# AFIDÁVIT DE AUTO REVELACIÓN DE LA HISTORIAL CRIMINAL

Se presentará sus huellas digitales al Departamento de Seguridad Pública de Arizona (DPS policía) y El Departamento de Estado de Investigaciones (FBI) para comprobar su historial criminal. Como la Ley Pública y los Estatutos Revisados de Arizona, vamos a usar lo que revela en este afidávit y la información provista por la comprobación de su historial criminal, para determinar su conveniencia por tener acceso sin restricción a las personas vulnerables. **El dejar de revelar información verdadero y preciso en este afidávit será motivo de terminar su empleo o de denegar, suspender o revocar su licencia y puede que le remitimos a la oficina de Procurador General para que le puede enjuiciar.**

***Asegúrese que revise todas las seis (6) páginas del afidávit de auto revelación.***

Usted tiene derecho de obtener una copia de todo informe acerca de su historial criminal y recusar la exactitud o integridad de la información contenida en el informe. Si recusa la información, también tiene derecho a una determinación pronta en cuanto a la validez de su recusación. Para obtener una copia del informe de su comprobación de historial criminal, comuníquese con la DPS Records Unit, ACJIS Division al (602) 223-2222.

Nombre *(Nombre, segundo, apellido)*: _____ Fecha de nacimiento *(MM/DD/YY)*: _____

Dirección *(Núm., calle, núm. de apto.)*: _____

Ciudad: _____ Estado: _____ Código postal: _____

---

Marque una de lo siguiente y proveer la información según las instrucciones:

☐ No he sido declarado culpable ni estoy acusado de ningún delito.

☐ He sido declarado culpable de o estoy acusado de los siguientes delitos (s) *(Provea la fecha, local/jurisdicción, circunstancias y resultado. Adjunta páginas adicionales como sea necesario)*:

**TAMBIÉN** – Marque una de lo siguiente:

☐ No estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción.

☐ Estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción. *(Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y **NO TENDRÁ** derecho de apelar la decisión.)*

---

Certifico que entiendo este afidávit. Mi auto-revelación es verdadera, precisa y completa según mi leal saber.

Firma: _____ Fecha: _____

**Notary Public *(Notario publico)***

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

Vea la página 6 para leer la declaracion de EOE/ADA

## Infracciones no apelables

¿Espera usted juicio para o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en este estado o un delito similar en otra jurisdicción? Marque "Sí" o "No" como sea aplicable.

Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, o espera juicio por o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en esta sección DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y usted **NO TENDRÁ** derecho de apelar la decisión.

Condenas expurgadas de algún tribunal aparte del tribunal juvenil deben ser identificadas.

| | SÍ | NO |
|---|---|---|
| 1. Abuso sexual abuse de un adulto vulnerable | ☐ | ☐ |
| 2. Incesto | ☐ | ☐ |
| 3. Homicidio, incluso homicidio del primer o segundo grado, homicidio sin premeditación y homicidio negligente | ☐ | ☐ |
| 4. Agresión sexual | ☐ | ☐ |
| 5. Explotación de un menor o un adulto vulnerable | ☐ | ☐ |
| 6. Explotación sexual comercial de un menor o un adulto vulnerable | ☐ | ☐ |
| 7. Prostitución de un menor según A.R.S. § 13-3212 | ☐ | ☐ |
| 8. Abuso infantil | ☐ | ☐ |
| 9. Negligencia de niño que sea un delito grave | ☐ | ☐ |
| 10. Conducta sexual con un menor | ☐ | ☐ |
| 11. Abuso inmoral de un menor o adulto vulnerable | ☐ | ☐ |
| 12. Delito peligroso contra menores como sea definido en A.R.S. § 13-705 | ☐ | ☐ |
| 13. Explotación de menores para delitos relacionados con drogas | ☐ | ☐ |
| 14. Raptar a un menor para propósitos de prostitución según A.R.S. § 13-3206 | ☐ | ☐ |
| 15. Negligencia o abuso de un adulto vulnerable | ☐ | ☐ |
| 16. Trafico de sexo | ☐ | ☐ |
| 17. Abuso sexual | ☐ | ☐ |
| 18. Producir, publicar, vender, poseer, y presentar artículos indecentes según A.R.S. § 13-3502 | ☐ | ☐ |
| 19. Suministrar cosas dañosas a menores según A.R.S. § 13-3506 | ☐ | ☐ |
| 20. Suministrar cosas dañosas a menores mediante actividad en el Internet según A.R.S. § 13-3506.01 | ☐ | ☐ |
| 21. Comunicaciones telefónicas que son obsceno o indecente a menores para los propósitos comerciales según A.R.S. § 13-3512 | ☐ | ☐ |
| 22. Seducir a un menor para el propósito de explotación sexual | ☐ | ☐ |
| 23. Incitar a cualquier personas para propósitos de prostitución | ☐ | ☐ |
| 24. Instigación, bajo pretensiones falsas, de cualquier personas para propósitos de prostitución | ☐ | ☐ |
| 25. Instigar o colocar personas en una casa de prostitución | ☐ | ☐ |
| 26. Recibir ganancias de una persona prostituida | ☐ | ☐ |
| 27. Causar prostitución de su cónyuge | ☐ | ☐ |
| 28. Detención de personas en una casa de prostitución para satisfacer deudas | ☐ | ☐ |
| 29. Mantener o residir en una casa de prostitución o empleo en prostitución | ☐ | ☐ |
| 30. Proxenetismo | ☐ | ☐ |

| | SÍ | NO |
|---|---|---|
| 31. El trata de personas con el fin de labor o servicios forzados como se define en A.R.S. 13-1308 | ☐ | ☐ |
| 32. Transporte de personas para propósitos de prostitución, poligamia y concubinato | ☐ | ☐ |
| 33. Representar un adulto como un menor según A.R.S. § 13 3555 | ☐ | ☐ |
| 34. Dejar entrar a los menores a exposiciones públicas de comportamiento sexual según A.R.S. § 13-3558 | ☐ | ☐ |
| 35. Algún delito que incluye contribuir a la delincuencia de un menor | ☐ | ☐ |
| 36. La venta o compra ilegal de niños | ☐ | ☐ |
| 37. Bigamia infantil | ☐ | ☐ |
| 38. Algún delito grave que incluye violencia familiar como sea definido en A.R.S. § 13-3601, salvo que un delito grave que incluye solamente daño criminal de una cantidad más de $250, pero menos de $1000 si los delitos fueron cometidos antes del 29 de juno de 2009 | ☐ | ☐ |
| 39. Delito grave de exhibicionismo | ☐ | ☐ |
| 40. Delito grave de indecencia sexual pública | ☐ | ☐ |
| 41. Conduciendo bajo la influencia (de alcohol/ drogas) grave, conduciendo bajo la influencia (de alcohol/ drogas) extrema o conduciendo bajo la influencia (de alcohol/ drogas) agravado si fuera cometido dentro de 5 años de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1 | ☐ | ☐ |
| 42. Terrorismo | ☐ | ☐ |
| 43. Algún delito que incluye un delito violenta como sea definido en A.R.S. § 13-901.03 | ☐ | ☐ |

## Apelable 5 años después de condena

No se pueden apelar los siguientes delitos **graves** si se fueron cometidos dentro de 5 años antes de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1. Si usted ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de los delitos en esta sección *dentro de 5 años* de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará tarjeta de autorización de Nivel 1 de huellas digitales y usted **NO SERÁ** elegible para apelar la denegación.

Si la condena fue *más de 5 años* antes de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará una tarjeta de autorización de Nivel 1, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

**Marque "Dentro de 5 Años," "Más de 5 años" o "No" como sea aplicable.**

| | DENTRO DE 5 AÑOS | MÁS DE 5 AÑOS | NO |
|---|---|---|---|
| 1. Imprudencia riesgosa | ☐ | ☐ | ☐ |
| 2. Incendio intencional | ☐ | ☐ | ☐ |
| 3. Agresión | ☐ | ☐ | ☐ |
| 4. Agresión agravada | ☐ | ☐ | ☐ |
| 5. Administración ilegal de licores intoxicantes, drogas narcóticas o drogas peligrosas | ☐ | ☐ | ☐ |
| 6. Agresión peligrosa o mortal por parte de prisionero o menor | ☐ | ☐ | ☐ |
| 7. Prisioneros quienes cometen agresión con el propósito de amotinarse o participar en un motín | ☐ | ☐ | ☐ |
| 8. Agresión mediante animales viciosos | ☐ | ☐ | ☐ |
| 9. Tiroteo desde auto | ☐ | ☐ | ☐ |
| 10. Agresión contra los empleados o voluntarios y empleados del hospital estatal | ☐ | ☐ | ☐ |
| 11. Disparar un arma de fuego contra una estructura | ☐ | ☐ | ☐ |
| 12. Agresión por parte de prisionero con fluidos corporales | ☐ | ☐ | ☐ |

| | DENTRO DE 5 AÑOS | MÁS DE 5 AÑOS | NO |
|---|---|---|---|
| 13. Apuntar un Láser a un agente de las fuerzas del orden | | | |
| 14. Posesión y venta de peyote | | | |
| 15. Posesión y venta de alguna sustancia vaporoso que contiene substancias tóxicas | | | |
| 16. Vender o dar óxido nitroso a personas de menor de edad | | | |
| 17. La venta de químicas reglamentadas | | | |
| 18. La venta de químicos precursores | | | |
| 19. Producción o transportación de la marihuana | | | |
| 20. Posesión, uso o venta de marihuana, drogas peligrosos o drogas narcóticas | | | |
| 21. Posesión, uso, administración, adquisición, venta, fabricación o transporte de drogas solas de receta | | | |
| 22. Administración, adquisición, fabricación o transporte de drogas peligrosas o drogas narcóticas | | | |
| 23. El fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años | | | |
| 24. El hacer participar o usar menores durante delitos de drogas | | | |
| 25. Posesión, uso, venta o transferencia de la marihuana, peyote, drogas de receta, drogas peligrosas, o drogas narcóticas o el fabricar drogas peligrosas dentro de una zona escolar libre de drogas | | | |
| 26. Posesión, fabricar, entregar y hacer publicidad de parafernalia para drogas | | | |
| 27. El uso de comunicación por telegrama o comunicación electrónica durante transacciones relacionados con drogas | | | |
| 28. El uso de un edificio para vender o fabricar drogas narcóticas peligrosas | | | |
| 29. El fabricar o distribuir drogas disponibles solo por receta | | | |
| 30. El fabricar, distribuir, poseer, o poseer con el propósito a usar sustancias controlados de imitación drogas solo de receta de imitación o drogas sin receta de imitación | | | |
| 31. Manufactura de ciertas substancias y drogas a través de ciertos medios | | | |

## Delitos apelables

¿Está usted esperando el juicio de o alguna vez ha sido usted condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos en este estado o delito similar en otra jurisdicción? Marque "Sí" o "No" según lo aplicable.

Si usted está esperando el juicio para o ha sido condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos, DPS denegará, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

| | SÍ | NO |
|---|---|---|
| 1. Hurto | | |
| 2. Robo mediante extorsión | | |
| 3. Hurto de mercancías en una tienda o negocio | | |
| 4. Falsificación | | |
| 5. Posesión criminal de un instrumento de falsificación | | |
| 6. Obtener una firma mediante decepción | | |
| 7. Personificación criminal | | |
| 8. Robo de una tarjeta de crédito u obtener una tarjeta de crédito a través de medios fraudulentos | | |

**EXHIBIT E**

## Area Agency on Aging, Region One Billing Time Frames

| Billing Month | Billing Due | Re-billing Due | Re-billing Time Limit |
|---|---|---|---|
| July | August 10th | November 10th | 3 months |
| August | September 10th | November 10th | 2 months |
| September | October 10th | November 10th | 1 month |
| October | November 10th | February 10th | 3 months |
| November | December 10th | March 10th | 3 months |
| December | January 10th | April 10th | 3 months |
| January | February 10th | May 10th | 3 months |
| February | March 10th | June 10th | 3 months |
| March | April 10th | July 10th | 3 months |
| April | May 10th | July 10th | 2 months |
| May | June 10th | July 10th | 1 month |
| June | July 10th | July 10th | 0 month |

**EXHIBIT F**

# Unusual Incident Report

Provider: Click or tap here to enter text. Site: Click or tap here to enter text.

Date of Incident: Click or tap here to enter text. Time of Incident: Click or tap here to enter text.

Location of Incident: Click or tap here to enter text.

Name(s) of Person(s) involved: Click or tap here to enter text.

Telephone report given to: (name of Area Agency staff):

Telephone report given by: _____ Date: _____ Time: _____

Nature of Incident (include name(s) of client(s) and staff involved).

Use additional pages if necessary.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signature of person completing the report _____

Instructions

Any incident occurring at an Area Agency on Aging, Region One supported facility or within services must be reported. A telephone call to the Area Agency staff (602-264-2255) must occur promptly on serious (911) incidents. All incidents must be e-mailed within 24 hours to your Contracts Specialist.

## COMMUNICATION PAGE

*(not an integral page of the Contract)*

## EMAIL COMMUNICATIONS TO:

**pyabes@buckeyeaz.gov**

**dnewman@buckeyeaz.gov**

**smeredith@buckeyeaz.gov**

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.W. CS - Area Agency on Aging Vehicle Lease Agreement Service Contract V2025-11-BKY |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** |
| **STAFF LIAISON:** Philip Yabes, Community Center Manager, pyabes@buckeyeaz.gov, (623) 349-6604 | |
| **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
The vehicle lease agreement between the City of Buckeye and Area Agency on Aging Region One Incorporated, allows the City of Buckeye Senior Program to utilize four vehicles owned by Area Agency on Aging. The City of Buckeye can lease these vehicles for $1 each, per fiscal year. The vehicles are used to deliver home meals and for other transportation services, such as transporting older adults to and from their home to the Senior Center and for medical appointments in the west valley.

**BENEFITS:**
Approval of this lease agreement provides the City of Buckeye Senior Program four vehicles to transport home delivered meals and other transportation services for older adults.

**FUTURE ACTION:**
Upon approval of this agreement, staff can proceed with the vehicle lease as part of the services to be provided in the agreement with Area Agency on Aging Region One, Incorporated.

**FINANCIAL IMPACT STATEMENT:**
The City of Buckeye Senior Program leases each vehicle for $1.00 per fiscal. If the City purchased these vehicles, the estimated cost would be $34,000 per Ford Escape and an estimated $90,000 for the Starcraft Mini-Bus. The vehicle lease agreement provides an overall savings of $192,000.

**CURRENT FISCAL YEAR TOTAL COST:**
$4.00 ($1.00/per vehicle)

**BUDGETED:**
Yes

**FISCAL YEAR:**
2025

**FUND/DEPARTMENT:**

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
Vehicle Lease Agreement.pdf

# VEHICLE LEASE AGREEMENT BETWEEN

## V2025-11-BKY

**Area Agency on Aging, Region One, Incorporated** ***AND*** **City of Buckeye**
**1366 E. Thomas Road, Suite 108** **530 E. Monroe Avenue**
**Phoenix, Arizona 85014** **Buckeye, Arizona 85326**
**602-264-2255 fax: 602-230-9132** **623-349-6600 fax: 623-349-6611**
**EIN: 86-6000236**

**DURATION OF THE AGREEMENT, FY 2025:** July 1, 2024 and shall end June 30, 2025

**CONTACT INFORMATION FOR NOTICES**

Area Agency and Contractor shall address all notices relative to this Agreement to the addresses as identified above and persons as follows:

Kathy Flores, Contract Specialist — Philip Yabes, Community Center Manager

**RECOGNITION OF AND REFERENCE TO SERVICE CONTRACT 2025-11-BKY**

The terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor. This lease of vehicle(s) action is intended solely for the purpose of providing services as specified in the contract number identified above between the Area Agency and Contractor. All terms, effective dates, and actions pertaining to the Service Contract shall be binding to this Vehicle Lease Agreement.

**This Contract is entered into by and between City of Buckeye, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.**

**Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.**

**IN WITNESS WHEREOF, the parties enter into this Contract:**

| **AREA AGENCY ON AGING, REGION ONE, INCORPORATED** | **CITY OF BUCKEYE** |
|---|---|
| Signature and Date | Signature and Date |
| **Mary Lynn Kasunic, President & CEO** | **Dan Cotterman, City Manager** |

| City of Buckeye ATTEST: | City of Buckeye APPROVED AS TO FORM: |
|---|---|
| City Clerk | City Attorney |

# Vehicle Lease Identification Page

| **Year & Make** | **Model** | **VIN #** |
|---|---|---|
| 2015 FORD | ESCAPE SUV | 1FMCU0GX0FUB07390 |
| 2017 FORD | ESCAPE SUV | 1FMCU0GD2HUC38717 |
| 2018 FORD | ESCAPE SUV – GAS | 1FMCU0GD27JUC20154 |
| 2020 FORD | STARCRAFT ALLSTAR 22 | 1FDEE3F6XKDC71563 |

## TERMS AND CONDITIONS

1. **CONTRACT ADMINISTRATION**
   a. Vehicle Lease Area Agency hereby leases vehicle(s) as described on the Vehicle Lease Identification Page to the Contractor for the sum of one dollar ($1.00) per vehicle.

   b. Award Date The date the Contract is executed by Area Agency. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature Page.

   c. Effective Date The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.

   d. Term The terms of this agreement constitute the entire agreement between Area Agency and the Contractor. Parties represent that there are no collateral agreements to the agreement

2. **COMPLIANCE WITH APPLICABLE LAWS**
   a. 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.

   b. The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.

3. **NOTICES**
   a. All notices shall reference the contract number.

   b. Notices under this Lease Agreement shall be made by Area Agency to the person indicated on the Contract Signature Page. Notices to Area Agency required by the Agreement 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.

4. **ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT**
   a. The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

   b. "This program was funded through a contract with Area Agency on Aging, Region One, Incorporated. Points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency."

5. **ASSIGNMENT AND DELEGATION**
   The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

6. **LIENS**
   The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7. **VISITATION, INSPECTION AND COPYING**
   Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by Area Agency and any other appropriate agent of funding source or the State or Federal Government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the

Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

8. **AUDIT**
In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. Vehicle service records will be maintained in accordance with prescribed Area Agency policies and procedures.

9. **Termination**
   a. **Mutual Agreement** This contract may be terminated by mutual agreement of the parties at any time during the term of this agreement.

   b. **Termination of Service Contract** Upon termination of the Service Contract as identified on the Signature Page results in a termination of this Vehicle Lease Agreement.

   c. **Non-Appropriations** Contractor is obligated only to pay its obligations set forth in this agreement as may lawfully be made from funds appropriated and budgeted for that purpose during Contractor's then current fiscal year. The Contractor's obligations under this agreement are current expenses subject to the "budget law" and the unfettered legislative decision of the Contractor concerning budgeted purposes and appropriation of funds. Should Contractor elect not to appropriate and budget funds to pay its agreement obligations, this agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and Contractor shall be relieved of any subsequent obligation under this agreement. The parties agree that Contractor has no obligation or duty of good faith to budget or appropriate the payment of the obligations found in this agreement in any budget in any fiscal year other than the fiscal year in which this agreement is executed and delivered. Contractor shall be the sole judge and authority in determining the availability of funds for its obligations under this agreement. The obligation of Contractor to make any payment pursuant to this agreement is not a general obligation or indebtedness of Contractor. Area Agency hereby waives any and all rights to bring any claim against Contractor for or relating in any way to Contractor's termination of this Agreement pursuant to this Section 1(j)(iii).

   d. **Cancellation for Conflict of Interest** Pursuant to A.R.S. § 38-511, Area Agency 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 Area Agency 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.

   e. **Gratuities** The Area Agency may, by written notice, terminate this Contract, in whole or in part, if Area Agency 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 Area Agency 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 Area Agency, 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.

   f. **Suspension or Debarment** The Area Agency may, by written notice to the Contractor, immediately terminate this Contract if Area Agency 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 Area Agency

   g. **Termination for Convenience** The Area Agency reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of Area Agency, 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

the termination and minimize all further costs to Area Agency. 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 Area Agency 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. The Contractor may terminate this contract per this provision by providing at least thirty (30) days written notice to the Area Agency President/CEO.

h. **Termination for Default**

i. In addition to the rights reserved in the contract, Area Agency 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 Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.

ii. 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 Area Agency on demand.

iii. The Area Agency 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 Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

i. **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.

j. **Termination for Any Reason**

i. In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.

ii. In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.

iii. In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

10. **RETURN OF VEHICLE(S)**

Upon termination of the agreement or amendment to remove any vehicle from the agreement, Contractor agrees to return vehicles, normal wear and tear excepted, as follows

a. Vehicles shall be in operating condition per all city, state, federal laws and standards.

b. Vehicles may not be in such a condition inconsistent with norms based on the year and mileage of the vehicle.

c. Vehicle may not have body or interior damage without written approval from Area Agency

d. The condition the vehicles were received in will be considered when determining the vehicles have been returned in a condition that is consistent with the norms based on the year and mileage of the vehicle.

e. Contractor shall remove any non-Area Agency signage as may have been adhered to the vehicle with approval from Area Agency.

f. Listed below are additional requirements for a contractor to return a vehicle. These requirements take effect July 1, 2019 and thereafter and will be included In our Vehicle Leases between Contractor and the Area Agency on Aging.
    i. Reason for the return request.
    ii. Photos of the interior and exterior of the vehicle.
    iii. The vehicle must be clean inside and out which includes the vehicle's interior upholstery.
    iv. Current Mileage.
    v. Maintenance records for the previous twelve months which includes a list of any large repairs made to the vehicle by your organization.

11. **NON-DISCRIMINATION**

a. Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

b. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

12. **INDEMNIFICATION**

a. **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that the Area Agency and 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 Area Agency and the State as a result of entering into this contract. However, the parties further agree that the Area Agency and 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,

b. **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."

c. **Indemnification for Subcontractor.** In addition, the Contractor shall cause its contractor(s) and subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, 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 or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.

d. **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the Area Agency and 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.

e. **Indemnification Clause** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Area Agency and 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 Area Agency and 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.

13. **INSURANCE REQUIREMENTS**

a. 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.

b. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Area Agency and 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.

c. **Minimum Scope and Limits of Insurance**

The Contractor shall provide coverage with limits of liability not less than those stated below.

d. **Commercial General Liability (CGL) – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

| | |
|---|---|
| • General Aggregate | $3,000,000 (ALTCS) / $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 |

1. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than $500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.

2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."

3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their 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.*

4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

e. **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

1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds shall be named as and their 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.
2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

f. **Workers' Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $1,000,000
  - Disease – Each Employee $1,000,000
  - Disease – Policy Limit $1,000,000

1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. 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).

g. **Professional Liability (Errors and Omissions Liability)**

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than $500,000.
2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
3. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

h. **Commercial Crime Policy or Blanket Fidelity Bond**

- Coverage amount is $100,000

Coverage should include but is not limited to:

1. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
2. Money & Securities Inside/Outside
3. Computer Fraud
4. Funds Transferred (if applicable)
5. Forgery or Alteration
6. The policy shall be endorsed to include Area Agency and funding sources and the State of Arizona (and the respective agency) as Loss Payee
7. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
8. Coverage shall be extended to 3rd parties

i. **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

i. The contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be
primary and that any insurance carried by the identified agencies, 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).
ii. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
iii. Required Agencies:

_✓_ Area Agency on Aging, Region One Incorporated
_✓_ State of Arizona and Department of Economic Security
_✓_ Banner University Family Plan
_✓_ UnitedHealthcare Community Plan
_✓_ Mercy Care Plan

j. **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 Area Agency. Within two (2) business days of receipt, Contractor must provide notice to Area Agency 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 Area Agency and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the assigned Area Agency on Aging Contract Specialist.

k. **Acceptability of Insurers**

i. 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.
ii. If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt for the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.

l. **Verification of Coverage**

i. Contractor shall furnish Area Agency 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.
ii. All such certificates of insurance and policy endorsements must be received by Area Agency before work commences. Area Agency'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.
iii. 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.
iv. All certificates required by this Contract shall be sent directly to Area Agency. The Area Agency project/contract/vendor number and project description shall be noted on the certificate of insurance. Area Agency reserves the right to require complete copies of all insurance policies required by this Contract at any time.

m. **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. Area Agency reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

n. **Approval and Modifications**

The Contracting Agency, in consultation with Area Agency, 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.

o. **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.

14. **VEHICLE SERVICES AND OPERATIONS**

a. **Services** This Vehicle Lease Agreement, the terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor as specified on the Signature page of this agreement. This lease of vehicle(s) action is intended solely for and limited to the purpose of providing services as specified in the Service Contract.

b. **Facility(s)** Services are limited to the sites as identified in the Service Contract Facility Location page.

c. **Vehicle Operation and Maintenance**

i. Liabilities

1. The Contractor is responsible for all liabilities in the operations, storage, use, or other activities involving each leased vehicle. Area Agency is not responsible for any losses or injuries caused by the use of the vehicle.
2. The Contractor shall be liable for all fines, parking violations and any fines imposed by any governmental authority upon the vehicle or operator thereof during the term of this agreement.
3. The Contractor shall not permit the vehicle to be used in violation of any federal, state, municipal statutes, laws, ordinances, rules or rules or regulations, or contrary to the provision of any applicable insurance policy.
4. The Contractor shall keep the Area Agency fully informed of all claims, suits or proceeding arising out of any accidents or incidents involving each leased vehicle.
5. The Contractor shall forward to the Area Agency a copy of every demand, notice summons or process received in connection with any and all claims, suits or other legal proceedings resulting from an incident/accident involving any leased vehicle.

ii. Operation Expenses The Contractor is solely responsible for costs associated with the operation of the vehicle. Area Agency bears no responsibility for costs associated with the operations, staffing, maintenance, or repair of the leased vehicle(s). In the event the Contractor is unable to maintain the operational costs of the vehicle, this Agreement will be terminated.

iii. Maintenance Contractor is responsible to:

1. Maintain the vehicle in safe and manufacturer standard of operation at all times. A vehicle may not be parked, inoperable through the duration of the agreement.
2. Abide by the manufacturer's warranty and recommended schedule of maintenance, as a minimum.
3. Keep written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage.
4. Clean the vehicle regularly.
5. Obtain, if applicable to the vehicle, an annual Federal Inspection and submit documentation of the Inspection to Area Agency.

iv. Alterations of Vehicle Upon prior approval by Area Agency, the Contractor shall have the opportunity to display signage of a removable nature on the vehicle. Contractor will make no other changes to the vehicle without prior written consent of the Area Agency. The Contractor

shall not make any alterations, additions, or improvements to the equipment, which detract from its economic value or functional utility.

v. Accidents / Damage In the event the leased vehicle is involved in an accident, damage, or vandalism, Contractor shall make all repairs and restorations within a reasonable period of time, not to exceed three (3) months. Contractor shall be responsible for all costs incurred in repair of leased vehicle including the deductible amounts stated in the insurance policy.

d. **Personnel Requirements** Contractor shall specifically certify staff as competent to operate vehicles as required by law and the following minimum standards:
   i. All equipment operators will have a valid Arizona driver's license, a copy which will be on file with the Contractor and which may subject to inspection by the Area Agency. If a CDL (Commercial Driver's License) is required for equipment operation it will also be required to be on file for inspection.
   ii. Obtain motor vehicle report and evaluate the report as acceptable prior to commencing driving.
   iii. Driver training, supervision, and employment. Volunteer drivers must meet all these requirements and any other requirements as set for paid drivers.

e. **Evaluation & Monitoring**: Area Agency may and the Contractor shall cooperate in the monitoring, assessment, and evaluation of contract services or transportation activities performed by the identified vehicle(s).

f. **Reporting Requirements**
   i. Semi-Annual Maintenance Report Contractor shall provide written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage on July 15th and January 15th.
   ii. Accidents / Damage
      1. report the incident to the Area Agency Vehicle Fleet Representative within twenty-four (24) hours via telephone or email
      2. submit a written report of the incident to the Area Agency within three (3) days; and
      3. submit other documentation, reports, evidence as required or requested by Area Agency.

**COMMUNICATION PAGE**
*(not an integral page of the Contract)*

**Emailed 6/17/24**

**pyabes@buckeyeaz.gov**

**mgomez@buckeyeaz.gov**

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.X. CS - Earl Edgar Recreational Facility -- Master Valve Replacement |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** 2 |
| **STAFF LIAISON:** Kelby Mieras, Deputy Director, kmieras@buckeyeaz.gov, (623) 349-6617 | |
| **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**

In FY23, the city contracted J2 Engineering to complete a full facility assessment of Earl Edgar Recreational Facility (the Park) which evaluated the Park's infrastructure, facilities and space. The report provided staff with recommendations for hardscape, landscape, irrigation, electrical and facility improvements to be considered over the next several years. A major finding identified in the irrigation assessment was the need to replace the aging master valve and pump skid for the Park's irrigation system. The system is approximately 16 years old and is experiencing failure on a weekly basis, which requires staff intervention.

Staff worked with J2 Engineering to complete design of the replacement and subsequently competitively bid the replacement project. The suggested motion will authorize the City Manager to execute the contract to replace the master valve and pump skid.

**BENEFITS:**

The current irrigation infrastructure was installed in 2008 and operates solely on effluent water. This water source is corrosive and takes a significant toll on important parts of the system. This system is at the end of its useful life and has become unreliable. This project will update the necessary infrastructure to effectively operate the system and provide a reliable system that is paramount to our turf management plan.

**FUTURE ACTION:**

No further action is required. Staff will include the replacement in its asset management inventory to include regular maintenance and replacement.

**FINANCIAL IMPACT STATEMENT:**

The design was funded in FY24 and the construction is budgeted in FY25 under Completed Capital in the Community Services operating budget.

**CURRENT FISCAL YEAR TOTAL COST:**

$757,757

**BUDGETED:**
Yes

**FISCAL YEAR:**
24-25

**FUND/DEPARTMENT:**
10004155-549999 Completed Capital

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
Walker River Construction, Inc. #2024163.pdf

**CONSTRUCTION CONTRACT**
**BETWEEN**
**CITY OF BUCKEYE**
**AND**
**WALKER RIVER CONSTRUCTION, INC.**

**Contract No. 2024163**

THIS CONTRACT is entered into as of _____, by and between the CITY OF BUCKEYE, an Arizona municipal Corporation ("City") and Walker River Construction, Inc., a Nevada corporation ("Contractor"). The terms of this Contract are to be construed consistently with the other Contract Documents enumerated in Article 1 of the General Conditions of the Construction Contract, attached hereto as **Exhibit A** and incorporated herein by reference.

In consideration of the mutual promises of the parties, the City and the Contractor agree as follows:

1. THE WORK: The Contractor shall furnish all labor, materials, equipment, and services, as more fully set forth in **Exhibit B**, attached hereto and incorporated herein by reference, as required to complete the Earl Edgar Park Pump Improvements project, as more fully set forth in **Exhibit C**, attached hereto and incorporated herein by reference.

2. CONTRACT TIME: The Contractor shall commence the Work only if and when directed in a written Notice to Proceed signed by the City. Substantial Completion, as defined herein, shall be achieved within **Ninety-Eight (98) calendar days**. In view of the difficulty or impossibility of determining the City's damages from delay, should the Contractor fail to achieve Substantial Completion by that date, as extended by any City approved Change Orders, the Contractor agrees to pay and will pay to the City, in addition to all other sums pursuant to the Contract Documents, the sum of **Five Hundred Seventy Dollars and Zero Cents ($570.00)** for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the Contract Price as it becomes due. Should liquidated damages exceed the Contract Price due or to become due, then the Contractor shall pay the City the difference within three (3) days of receipt of written demand.

3. CONTRACT PRICE: Subject to increases and decreases for Change Orders in accordance with the Contract Documents, the City shall pay to the Contractor the following Contract Price, in progress payments as provided in the Contract Documents: **Seven Hundred Fifty-Seven Thousand Seven Hundred Fifty-Seven Dollars and Zero Cents ($757,757.00)**.

4. SUPPLEMENTAL TERMS AND CONDITIONS: The following supplemental terms and conditions and/or documents are part of this Contract:

A. General Conditions of the Construction Contract.
B. Contractor Bid Forms.
C. Project Plans & Specifications.
D. Insurance Requirements.
E. Payment and Performance Bonds.

5. BONDS: The Contractor shall provide all required bonds in the forms attached hereto as **Exhibit E**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

CITY:

CITY OF BUCKEYE,
an Arizona Municipal corporation

Dan Cotterman, City Manager

CONTRACTOR:

WALKER RIVER CONSTRUCTION, INC.,
a Nevada corporation

Gypsy Holman, President

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: CBJCHBCAABAAvBLJnqvaQoxLHbT2HvcVWHF5mV6

**EXHIBIT A**
**TO**
**CONSTRUCTION CONTRACT**
**BETWEEN**
**CITY OF BUCKEYE**
**AND**
**WALKER RIVER CONSTRUCTION, INC.**

(General Conditions)

See following pages.

**GENERAL CONDITIONS**
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# ARTICLE 1
# GENERAL DEFINITIONS

"Addenda" means clarifications or changes in the Work provided to bidders in writing prior to the public bid on the Contract.

"Contract Documents" or "Contract" means the Construction Contract Between City and Contractor, the General Conditions of the Construction Contract, any Supplemental Conditions of the Construction Contract, the Drawings, the Specifications, the Performance and Payment Bonds, the Project Manual, Addenda and Modifications.

"Date of Substantial Completion" shall be the date certified by the City that the work is in the Condition defined herein as substantial completion.

"Day" means calendar day unless specifically otherwise provided herein or by law.

"Modifications" means Change Orders signed by the City, or other written amendments signed by both the City and the Contractor at or after the execution of the Contract, or the City's written interpretations or directions for minor changes in the Work. A "minor change" is defined as one having no impact on cost or time or the City's approved design intent, as determined by the City.

"Project" means all components of the improvements to be constructed for the City, regardless of whether the Work is all or only a part.

"Project Manual" means the written volume so titled which includes the bid documents, sample forms, specifications, and description of the project.

"Substantial Completion" means the Contractor's work is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work or designated portion thereof for the use for which it is intended.

"Work" consists of all labor (including supervision), materials, equipment, supplies and other items reasonably required to construct all or a portion of the Project according to the Contract Documents.

# ARTICLE 2
# INTENT

A. The Contract represents the entire and integrated agreement between the City and the Contractor, and it supersedes all prior oral or written negotiations, representations or agreements. The Contract may only be changed by written modifications, and the Contractor understands and agrees that if the Contractor proceeds with any work upon verbal request only, Contractor is agreeing by his conduct that such work, or change in the work, constitutes a minor change.

B. The Contract Documents are to include all items reasonably necessary to construct the Work, expressly or by inference. Words and abbreviations which have well-known technical, or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

# ARTICLE 3
# CONTRACTOR

A. The Contractor is the individual or legal entity identified in the Contract Documents who is licensed to perform the Work under the laws of the State of Arizona. The Contractor shall only use duly licensed Subcontractors in connection with the Work, subject to the provisions for City approval contained in the Contract Documents.

# ARTICLE 4
# OTHER CONTRACTORS AND COOPERATION

A. The City reserves the right to award other contracts related to the Project, or to perform certain work itself. Such other work may or may not be known to the City or disclosed to the Contractor prior to bidding this project. The Contractor shall afford the City and other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly coordinate its Work with theirs in such manner as the City may direct. The Contractor shall also assure at its own cost reasonable access of other contractors to the site and their work.

B. Upon request of the Contractor, the City will provide the Contractor with a copy of all plans, specifications, schedules and other data relating to other contracts or work. The Contractor shall thoroughly examine these documents and shall within three (3) days of completing such examination notify the City in writing of any conflicts with the Work to be performed by the Contractor. In no event shall such notice be given so late as to interfere with or delay the work to be performed by the Contractor. Failure of the Contractor to request, review, or provide written notice as provided above shall constitute a waiver of any objections or claims the Contractor may have as a result of the necessity to coordinate the Contractor's work with other activities.

C. Should the Contractor sustain any damage through any act or omission of any other contractor, Contractor shall have no claim or cause of action against the City for such damage and hereby waives any such claim. The Contractor does not waive any claim or cause of action against any other contractor or subcontractor to recover any and all damages sustained by reason of the acts or omissions of such other contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any reasonable delay on the part of any such other contractor, whether due to negligence, gross negligence, inadvertence or any other cause.

D. Should the Contractor cause damage to the work or property of any other contractor or of the City, the Contractor shall upon receiving due notice, promptly attempt to settle with such other contractor by agreement, repair or otherwise to resolve the dispute. If such separate contractor sues or initiates a proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall, to the fullest extent permitted by law, indemnify and hold harmless for, from, and against defend such proceedings, and if any judgment or award against the City arises there from the Contractor shall pay or satisfy it and shall reimburse the City for all attorney's fees and court or other costs that the City has incurred.

# ARTICLE 5
# SITE CONDITIONS AND ENVIRONMENTAL MATTERS

A. The Contractor shall thoroughly acquaint himself with all available information concerning the conditions of the Work and is responsible for correctly and fully estimating the difficulty and cost of successfully performing the Work.

B. The Contractor agrees that it has thoroughly examined the site, plans and specifications, boring data and all other soils information and as-built data made available and by submission of the bid herein avows that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or existing obstacles to be encountered. The Contractor acknowledges that boring data and other soils information and as-built data made available is only a general indication of materials and/or conditions likely to be found adjacent to holes bored or in existing structures or facilities or other areas. If the Contractor determines that the information is erroneous, inadequate or ambiguous, it shall immediately report its conclusions to the City in writing. If the Contractor determines that the information is erroneous, inadequate, or ambiguous, and after reporting its conclusions to the City, remains dissatisfied or uninformed, the Contractor shall refrain from submitting a bid, or if the Contractor does submit a bid, the Contractor shall be deemed to have waived any claim it may have as the result of the alleged erroneous, inadequate or ambiguous information.

C. The Contractor shall immediately, and before such conditions are disturbed, notify the City in writing of:

1. Subsurface or latent physical conditions encountered at the site which differ materially from those indicated in the Contract and which were not known by the Contractor or could not have been discovered by careful examination and investigation of the information available at bid time and which could adversely affect the timely performance of the Work or its cost; or

2. Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in Work of the character provided for in the Contract.

D. The City shall within ten (10) days, or such other reasonable time as necessary, investigate the conditions discovered. If the City find that conditions are so materially different as to support an equitable adjustment in the Contract Price or the Contract Time, this will be done by written Change Order. If the City determine that no Change Order will be issued, the Contractor shall continue with the Work at no additional cost and under no change in Contract Time.

E. No claim by the Contractor for an increase in the Contract Price or Contract Time hereunder shall be allowed without proper advance notice and an adequate opportunity for the City to investigate.

F. Environmental Matters: Contractor shall provide or cause to be provided a copy of this Section (Environmental Matters) to each Subcontractor and each Sub-subcontractor participating in the Work.

1. Definitions. The following terms will have their respective designated meanings:

"**Environmental Law**" means any and all laws, ordinances, regulations, rules and administrative and court decisions (federal, state and local) now or hereafter in effect and as in effect from time to time and as amended from time to time pertaining to environmental conditions or to protection or regulation of the environment (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.); the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901, et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. Section 2601, et seq.); the Superfund Amendments and Reauthorization Act of 1986, Title III (42 U.S.C. Section 11001 et seq.); the Clean Air Act (42 U.S.C. Section 7401, et seq.); the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.); the Safe Drinking Water Act (42 U.S.C. Section 300f, et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.); the Oil Pollution Act (33 U.S.C. Section 2701 et seq.); the Arizona Environmental Quality Act (A.R.S. Section 49-101, et seq.); the Arizona Underground Storage Tank Act (A.R.S. Section 49-1001, et seq.); the Arizona Water Quality Assurance Revolving Fund Act (A.R.S. Section 49-281, et seq.) and any successor statutes to the foregoing and any regulations, rules or guidelines promulgated pursuant thereto.)

"**Hazardous Substance**" means any of the following: (i) any petroleum, oil, gasoline, kerosene, other petroleum product, flammable substance, volatile organic compound, volatile solvent, explosive, asbestos, polychlorinated biphenyl, dioxin, toxic herbicide or pesticide, radioactive material, radon gas and materials containing formaldehyde; (ii) any material, substance or waste now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "extremely hazardous substances," "restricted hazardous wastes," "toxic substances," "regulated substances," "solid wastes," "pollutant," or "contaminant" or words of similar import in any Environmental Law; (iii) any other material, substance or waste now or hereafter classified or regulated as "hazardous" or "toxic" under any Environmental Law; (iv) any material, substance or waste now or hereafter listed in the United States Department of Transportation Table (49 CFR 172.101) or classified by the United States Environmental Protection Agency as "hazardous" (40 CFR Part 302) or in any successor or replacement tables or classifications as in effect from time to time; and (v) any Hazardous Waste.

"**Hazardous Waste**" means "hazardous waste", as defined in the Resource Conversation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time (including, without limitation, any such waste resulting from removal of, demolition of, modifications of or additions to part or all of any existing structure, facility or equipment).

"**Contractor Hazardous Waste**" means any Hazardous Waste arising during or from the Work that is generated by the acts or omissions of Contractor, a Subcontractor or any Sub-subcontractor (including, without limitation, a Contractor Release) and that is not City Hazardous Waste.

"**City Hazardous Waste**" means Hazardous Waste (i) that consists of Hazardous Substances in any existing structure, facility or equipment on City's property or otherwise present on City's property at commencement of the Work, and (ii) that has become Hazardous Waste due to any part of the Work. However, City Hazardous Waste does not include any Hazardous Substance that has become a Hazardous Waste due to any Contractor Release.

"**Project Hazardous Waste**" means any Hazardous Waste arising on City's property from the Work (including, without limitation, Contractor Hazardous Waste and City Hazardous Waste), regardless of: (a) whether generated by the acts or omissions of City, Contractor, a Subcontractor or a Sub-subcontractor; (b) whether it consists of Hazardous Substances that were on or in City's property at commencement of the Work and that have become Hazardous Waste in the course of the Work; and (c) whether it consists of Hazardous Substances that are brought on to City's property for or during the Work by Contractor, a Subcontractor or a Sub-subcontractor and that have become Hazardous Waste in the course of the Work.

"**OSHA**" means the Federal Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time.

"**Release**" means any discharging, disposing, dumping, emitting, emptying, escaping, injecting, leaching, leaking, pouring, pumping, releasing, spilling, or similar action or event.

"**Contractor Release**" means a Release of a Hazardous Substance (including, without limitation, Hazardous Substances that were on or in City's property at commencement of the Work) arising from acts or omissions of Contractor or any Subcontractor or Sub-subcontractor or their employees or workers. However, Contractor Release does not include Releases of pre-existing Hazardous Substances on City's property of which City had not made Contractor aware and as to which Contractor, Subcontractors and Sub-subcontractors acted reasonably.

G. General Requirements.

1. Compliance with Environmental Law and OSHA. Contractor shall comply with, and shall cause all Subcontractors and Sub-subcontractors to comply with, this section and with all Environmental Law and OSHA applicable to (i) Contractor, (ii) Subcontractors, (iii) Subsubcontractors, (iv) the Work and (v) all of their activities in respect of the Work.

2. Hazardous Substances. (i) Hazardous Substances may be transported to and from and stored, used and be present on City's property in such quantities as are generally recognized to be usual and customary for performance of the Work. (ii) Hazardous Waste may be generated on City's property of such kinds and in such quantities as are generally recognized to be usual and customary in connection with performance of the Work. Hazardous Waste so generated may be stored temporarily on City's property. (iii) Prior to final completion of the Work, Contractor shall remove or cause to be removed from City's property and disposed of in accordance with Environmental Law and OSHA any Hazardous Substances (other than Project Hazardous Waste) brought onto City's property during the Work or used in connection with the Work. (iv) Other than as provided in (i), (ii) and (iii), Contractor shall not, and Contractor shall cause all Subcontractors

and Sub-subcontractors to not, dispose of, generate, manufacture, process, produce, Release, treat or otherwise store, use or have in or on or transport to or from City's property any Hazardous Substance, regardless of whether the Hazardous Substance is preexisting on City's property or otherwise.

3. Releases of Hazardous Substances. Upon any Release of any Hazardous Substance in connection with the Work, whether relating to a pre-existing condition on City's property (for example, arising from any demolition of, modification of, or addition to any structure, facility or equipment) or relating to acts or omissions of Contractor, a Subcontractor or a Sub subcontractor, Contractor shall take any immediate action reasonably necessary to contain the Release. City may elect to have Contractor control and carry out any containment, clean-up, removal and remediation activity. Alternatively, City shall have the right to elect to control and carry out any containment, clean-up, removal and remediation activity. Regardless of who takes the actions, Contractor shall absorb, without reimbursement from City, all costs and expense incurred by Contractor in connection with any Contractor Release. In addition, Contractor shall pay or reimburse City for all costs and expenses incurred by City relating to any Contractor Release. If the amount is not paid promptly, City may offset the amount against any amount payable by City to Contractor under the Contract Documents or otherwise. Remediation, removal, and other cleanup action arising from any Release shall be in full compliance with Environmental Law and OSHA and shall be subject to approval by City. In addition, City may require remedial, removal or other cleanup action in excess of applicable minimum requirements of Environmental Law and OSHA (A) as reasonably necessary or appropriate in the judgment of City to permit human use and habitation of City's property and to permit use of City's property, and (B) as reasonably consistent in the judgment of City with such habitation and uses.

4. Hazardous Waste. City will arrange for handling, storage and disposal of any Project Hazardous Waste. On an interim basis until City can make arrangements, Contractor shall assure proper handling (including, without limitation, segregation from waste that is not Hazardous Waste) and storage of Project Hazardous Waste in full compliance with Environmental Law and OSHA. Contractor shall pay all of City's expenses of storing, handling and disposing of Contractor Hazardous Waste. City will deliver a statement to Contractor showing City's expenses, and Contractor will promptly pay such amount to City. If the amount is not paid promptly, City may offset the amount against any amount payable by City to Contractor under the Contract Documents or otherwise.

5. Notifications to City. Contractor shall notify City's Project Manager immediately upon occurrence of any of the following: (i) any discovery by Contractor, a Subcontractor or any Sub-subcontractor of any Hazardous Substance in any existing structure, facility or equipment on City's property. (ii) any Release of any Hazardous Substance on City's property in connection with the Work; (iii) the creation or generation of any Hazardous Waste resulting from the Work (including, without limitation, Hazardous Waste arising from the removal of, demolition of, modification of, or addition to any existing structure, facility or equipment); (iv) the need for any remediation or removal of any Hazardous Substance relating to the Work whether relating to a pre-existing condition on City's property or to acts or omissions of Contractor, a Subcontractor or a Sub-subcontractor; or (v) any claim, demand, inquiry, investigation, litigation or other action or proceeding by any governmental authority or other person relating to any Hazardous Substance,

Hazardous Waste, Environmental Law or OSHA relating to the Work. Except for immediate action to contain any Release of any Hazardous Substance and except for interim handling and storage of Project Hazardous Waste, Contractor shall not take any action as to any matter in **(i), (ii), (iii), (iv)** or **(v)** without the prior written approval of City and City shall have the right to elect to control and carry out any such action or matter.

6. Other Asbestos. Contractor and each Subcontractor and Sub-subcontractor to comply with all requirements of Environmental Law and OSHA concerning any other asbestos in the Work area.

H. Construction Site Safety Requirements: Contractor shall have sole responsibility and liability for construction site safety. Without limiting other actions in this regard, Contractor shall, and shall cause each Subcontractor and Sub-subcontractor to, comply with worker health and safety requirements in Environmental Law and OSHA. In addition, Contractor shall take all reasonable necessary and appropriate steps to assure the health and safety of persons occupying any part of the facility in which the Work site is located or in the vicinity of or passing by the Work site and shall also take all reasonable necessary and appropriate steps to protect from damage or destruction the property of City and other persons in any part of the Facility in which the Work site is located or in the vicinity of or passing by the Work site. Among other actions in this regard Contractor shall comply with the requirements of the applicable fire code.

I. Environmental, Health and Safety Concerns by Contractor, Subcontractors or Subsubcontractors. If in the course of the Work, any environmental, health or safety concern exists or arises, whether relating to a Hazardous Substance, OSHA or otherwise, then the Work activities related to the concern must be discontinued until the concern is resolved. This means prior to disturbing a suspected Hazardous Substance or otherwise interacting with a potential health or safety hazard. The City's Project Manager must be notified immediately of the concern. Work shall not resume until approval has been provided by City. Close coordination will be maintained between City and Contractor so the Project schedule is impacted the least amount possible.

J. Scope of Indemnity. The indemnity in Article 13 of this Contract includes any claim by any person and City's attorneys' fees and other costs and expenses in defending any claim by any person that City is responsible or liable for any of the following arising from the acts or omissions of Contractor, any Subcontractor, any Sub-subcontractor or any of their employees or other workers relating to the Work: (i) any violation of Environmental Law or OSHA; (ii) any failure by Contractor, any Subcontractor or any Sub-subcontractor to perform or comply with any obligation or requirement in this Article, (iii) any Contractor Release of any Hazardous Substance; (iv) any improper disposition of any Hazardous Substance or Hazardous Waste; (v) any claim by any employee, agent, independent contractor or other worker of Contractor, any Subcontractor or any Sub-subcontractor and any claim by any other person of personal injury, death or property damage arising from any Contractor Release of any Hazardous Substance or arising from any failure by Contractor, any Subcontractor or any Sub-subcontractor to comply with any Environmental Law or OSHA or this section.

# ARTICLE 6
# PRODUCT SAMPLES, TESTS, AND CERTIFICATES

A. The Contractor shall furnish Product Samples of all items requested or required by the City. Product Samples shall be properly identified and submitted with such promptness as to cause no delay in Work or in the work of any other contractor and to allow time for consideration by the City. The City will review Product Samples.

B. Each Product Sample must be accompanied by a letter of transmittal containing the following information:

1. Date of Submission
2. Name of Project
3. Location of Project
4. Branch of Work (Specification Section Number)
5. Project Number
6. Name of Submitting Contractor
7. Name of Subcontractor

C. The Contractor shall furnish to the City a certificate stating that material or equipment submitted complies with Contract Documents. If a certificate originates with the manufacturer, the Contractor shall endorse it and submit it to the City together with a statement of compliance in its own name.

D. No tests, inspections or approvals performed or given by the City or others acting for the City or any agency of Federal, State or Local government nor any acts or omissions by the City in administering this Contract shall relieve the Contractor from its duty to perform the Work in accordance with the Contract Documents and applicable law.

E. Unless the City is authorized at the time of submittal to return samples at the Contractor's expense, rejected samples will be destroyed.

F. After delivery of materials, the City may make such tests as it deems necessary, with samples required for such tests being furnished by and at the cost of the Contractor. Any test is for the benefit of the City and shall not relieve Contractor of the responsibility for providing quality control measurements to assure that Work strictly complies with the Contract Documents. No test shall be construed as implying acceptance of materials, work, workmanship, equipment, accessories or any other item or thing.

G. On the basis of the test results, materials, workmanship, equipment or accessories may be rejected even though general approval has been given. If items have been incorporated in Work, the City shall have the right to cause their removal and replacement by items meeting Contract Document requirements or to demand and secure appropriate reparation to the City from the Contractor.

# ARTICLE 7
# AS-BUILT DRAWINGS

A. Prior to Substantial Completion, the Contractor shall complete and turn over to the City the As-Built Drawings. The As-Built Drawings shall consist of a set of drawings which indicate all field changes that were made to adapt to field conditions, changes resulting from contract Change Orders and all buried and concealed installation of piping, conduit and utility services. All buried and concealed items both inside and outside the facility shall be accurately located on the As-Built Drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The As-Built Drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color.

B. For any changes or corrections in the Work that are made subsequent to Substantial Completion, revisions shall be submitted to the City prior to Final Payment.

## ARTICLE 8
## SUPERINTENDENCE BY THE CONTRACTOR

A. The Contractor shall have a competent superintendent on the site at all times during the progress of the Work. Contractor's superintendent must be acceptable to the City. The superintendent shall have such assistants with such individual specialized competencies including, but not limited to, CPM scheduling, as may be necessary to fully understand and oversee all aspects of the Work. The superintendent and his assistants all shall be physically fit for their Work and capable of going to all locations where Work is being performed. A communication to the superintendent or his designated assistants by the City is binding upon the Contractor. The Contractor's superintendent shall be responsible for the prevention of accidents at the site. The Commercial Construction Safety Code of the Arizona Industrial Commission shall apply to all Work, and a copy of the Code shall be available at the site.

B. The Contractor shall at all times enforce strict discipline and good order among the workers on the Project and shall not employ or continue to employ any unfit person on the Project or any person not skilled in the work assigned to him. The Contractor shall be responsible to the City for all acts and omissions of its employees, Subcontractors, Suppliers, anyone whom the Contractor may allow to perform or inspect or supervise any Work, and their agents and employees together with anyone whom the Contractor may allow on or in the Project site. In addition, if the Contractor receives written notice from the City to dismiss those subcontractors or employees or one who is a hindrance to proper or timely execution of the Work ("Nonperforming Workforce"), the Contractor agrees to dismiss the Nonperforming Workforce and replace the same without delay to the Project and at no additional cost to the City.

C. The Contractor shall competently and thoroughly direct and superintend all of the Work and shall be solely responsible for all construction safety, means, methods, techniques, sequences and procedures. It shall coordinate and schedule all Work under this contract, the performance of all its employees, Subcontractors, and Suppliers, and the timely procurement of all necessary labor, materials, equipment, supplies, and all else needed to do the Work.

## ARTICLE 9
## SUBCONTRACTS

A. The Contractor shall supply with its bid to the City a written list of all proposed subcontractors and suppliers. The City will promptly reply to the Contractor in writing stating whether the City, after due investigation, has any objection to any such proposed subcontractor or supplier. The Contractor shall not employ any subcontractor or supplier against whom the City has reasonable objection. If, prior to the award of the Contract, the City has a reasonable objection to any subcontractor or supplier and refuses in writing to accept such person or organization, the apparent low bidder may, prior to the award, either withdraw his bid without forfeiture of bid security or may propose an acceptable substitution thereof provided that same results in no change in the bid price. Failure of the bidder to submit an acceptable substitute in a timely manner shall render its bid nonresponsive.

B. No substitution or change shall be made by the Contractor in the subcontractor/supplier list after its submission to the City without prior written approval by the City. Unapproved or untimely substitutions may be cause for invalidation of the Contractor's bid in the City's discretion, thereby rendering the Contract voidable.

C. All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate written agreement which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents, but no contractual relationship shall exist between any subcontractor or supplier of any tier and the City, unless the City invokes the assignment provisions of the following subsection. Upon request, the Contractor shall provide fully executed copies of any subcontracts and purchase orders to the City.

D. The Contractor hereby assigns to the City (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by the Contractor for performance of any part of the Work, which assignment will be effective upon termination of the Contract by the City and only as to those subcontracts and purchase orders which the City assumes in writing. All subcontracts and purchase orders shall provide that they are freely assignable by the Contractor to the City and its assigns. Such assignment is part of the consideration to the City for entering into this Contract with the Contractor and may not be withdrawn prior to final completion.

E. The City may require each proposed subcontractor whose subcontract will exceed $100,000.00 to furnish a performance bond and a payment bond on City-approved forms in the full amount of its subcontract. The City will reimburse the Contractor for the documented cost of the subcontractor's performance bond premiums in the event the City requires such bonds by the subcontractor.

## ARTICLE 10
## COMMUNICATIONS

A. All project notices, requests, instructions, modifications, approvals, and claims must be in writing, unless expressly specified otherwise in the Contract.

B. Communications will be deemed to have been made if delivered in person or if mailed to the address designated in the Contract or otherwise agreed upon by the parties.

## ARTICLE 11
## PERMITS, TAXES, AND FEES

A. The Contractor shall secure and pay for any necessary building permits and for all other permits, fees, licenses and inspections necessary for the proper execution and completion of the Work, and shall immediately deliver copies to the City. The Contractor shall be responsible for complying with all applicable Federal, State and local laws, codes, notice requirements, and regulations applicable to the site and prosecution of the Work. Contractor shall be responsible for and pay any costs associated with or arising from any non-compliance.

B. The Contractor shall pay all taxes for and related to the Work or its portion thereof which are legally enacted at the time bids are received, whether or not yet effective.

## ARTICLE 12
## INSURANCE

See *Exhibit D*

## ARTICLE 13
## INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold Owner, its officers, agents and employees, harmless for, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent, grossly negligent or strictly liable act or omission of Contractor, its officers, agents, or employees, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Owner, its officers, agents, employees or separate contractors. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## ARTICLE 14
## PROGRESS AND SCHEDULING

A. Planning, scheduling and progress monitoring are essential functions of the Contractor. Within ten (10) days after the award of the Contract, the Contractor shall prepare and submit for the City a Schedule of Values allocating the Contract Price among the various portions of the Work for purposes of progress payments. The Schedule of Values shall be substantially equivalent to AIA Forms G702 and G703 or as specified by the City.

B. The Contractor shall also furnish the City with a Narrative Report corresponding with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, fragmentary networks (fragnet) of delays, and an explanation of corrective action taken or proposed. If the Project is behind schedule in any month, the

Contractor's Narrative Report shall indicate precisely what measurements it will take in the next thirty days to put the Work back on schedule.

C. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and shall prosecute the Work with such diligence so as to maintain the rate of progress indicated on the Progress Schedule, to prevent work stoppage, and to ensure completion of the Project within the Contract Time.

D. The Contractor shall be responsible to prepare, submit and maintain the schedules and Narrative Reports indicated above, and the failure to do so may be considered a material breach of this Contract. Any additional or unanticipated cost or expense required to maintain the schedules shall be solely the Contractor's obligation and shall not be charged to the City.

## ARTICLE 15
## DAILY LOG

A. The Contractor shall maintain a daily log of construction activities for each calendar day of the Contract Time, using a form approved by the City. The Contractor shall document all activities at the Project site, including:

1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the job site, and any other weather conditions which adversely affect Work at the site;
2. Soil conditions which adversely affect Work at the site;
3. The hours of operation by Contractor and individual Subcontractor personnel;
4. The number of Contractor and Subcontractor personnel present and working at the site, by subcontract and trade, and updated schedule activity number.
5. The equipment active or idle at the site;
6. A description of the Work being performed at the site, by updated schedule activity number.
7. Any delays, disruptions or unusual or special occurrences at the site;
8. Materials received at job site; and
9. A list of all visitors at the site.

B. The Contractor shall provide copies of the daily logs to the City on a weekly basis. The daily log does not constitute written notice to the City when such notice is required by the Contract Documents.

## ARTICLE 16
## MISCELLANEOUS DUTIES

A. The Contractor shall submit to the City upon request all payrolls, reports, estimates, records and any other data concerning Work performed or to be performed and concerning materials supplied or to be supplied, as well as Subcontractor payment applications and each Subcontractor's

progress payment check. The requirements of this subsection shall be provided in all contracts between the Contractor and its Subcontractors.

B. During construction and for five (5) years after Final Payment, the Contractor shall retain and shall also require all Subcontractors to retain for review and/or audit by the City all correspondence, meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all communications, direct and indirect costs, and all other matters related to the bidding and performance of the Work.

C. Upon request by the City, a legible copy or the original of any or all such records shall be produced by the Contractor at any time during or after construction as the City may request.

D. The Contractor shall be responsible for laying out its own Work and for any damage which may occur to work of any other contractor because of the Contractor's own errors or inaccuracies. The Contractor shall also be responsible for unloading, uncrating, storing and handling all materials and equipment to be erected or placed by it, whether furnished by the Contractor or others.

E. The Contractor, Subcontractors, and Suppliers shall be responsible for taking all appropriate field measurements prior to fabrication and installation of any item. Such measurements shall be taken sufficiently in advance so as to avoid any delay or potential delay. Failure to adhere to this provision shall render such delays the responsibility of the Contractor.

F. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, wiring, conduit, ductwork, trim and other parts required for or in connection with any item or material to make a complete, serviceable, finished and quality installation shall be furnished and installed as part of the item whether or not expressly called for by the Drawings or Specifications.

G. All materials shall be shipped and stored and handled in a manner that will afford protection and ensure their being in factory-new condition at the time they are incorporated in the Work. After installation, they shall be properly protected against damage or deterioration until Final Completion of the Project.

H. When standards and specifications issued by The American Society of Testing and Materials, the American Institute of Steel Construction, the U.S. Department of Commerce (Commercial Standards), or other technical or standard setting organizations are cited in the Contract Documents, such standards or specifications (and all related standards or specifications) shall be equally as binding and have the full force and effect as though incorporated word for word. Unless otherwise specifically stated, the standards and specifications referred to shall be the latest edition or revision of such specifications that is in effect on the date of the public bid.

I. Any part of the Work damaged during installation or prior to final acceptance of Work shall be repaired so as to be unnoticeable and to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of the Work. Where this cannot be fully accomplished the damaged item or part shall be replaced. After installation, all exposed surfaces and parts of an

item or of the Work shall be cleaned in a manner that will not damage the finish or any of the parts of the item, so that the completed work is left in first class condition, free of all defects. All damaged or defaced Work shall be repaired or replaced to the City's satisfaction at the expense of Contractor.

J. The Contractor shall procure and furnish to the City all guarantees, warranties, manuals, and spares that are called for by the specifications or that are mentioned in the manufacturer's product literature. Guaranties and warranties shall commence as of the date of Substantial Completion of the Project.

K. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for loss attributable when a particular design, process or the product of a particular manufacturer or manufacturers is specified. If the Contractor has any reason to believe that the design, process or product specified could be an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information in writing to the City.

L. The Contractor shall limit its operations to the confines of the Project, except as necessary to connect to existing utilities, and shall not, without the prior written permission of the affected property City, and encroach on property outside the site. Contractor shall not permit unauthorized persons or activities on the site and shall maintain the site in a safe and secure manner.

M. The Contractor shall prearrange time with the City whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with the City in doing Work so as to cause the least annoyance and interference with the continuous operation of the City's business or official duties. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with the City to avoid any disruption of operation within the building or construction or other building or utilities. In no case, unless previously approved in writing by the City, shall utilities be left disconnected at the end of a workday or over a weekend. Any interruption of utilities, whether negligently, intentionally, or accidentally, shall not relieve the Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or subcontractor, or from responsibility for repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

N. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. If the Contractor fails to properly clean up during construction, or if a dispute arises between the Contractor and/or separate Contractors as to their responsibility for cleaning up, the City may clean up and charge the costs thereof to the Contractors responsible as determined by the City. At the completion of the work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up at the completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

# ARTICLE 17
# INSPECTION OF WORK

A. All Work done and all materials are subject to inspection by the City to determine if they conform to the Contract Documents. The City shall at all times have access to the Work, including materials being fabricated or stored off site. The Contractor shall furnish at the Contractor's cost any facilities necessary for sufficient and safe access to the Work.

B. Inspections, tests, measurements, or other acts of the City are for the sole purpose of assisting the City in determining that the Work, materials, rate of progress, and quantities comply with the Contract Documents and/or Contractor's requests for payment. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with contract requirements nor relieve the Contractor from any of the quality, compliance and responsibility for the Work assigned to it by the Contract Documents. No inspection by the City shall constitute or imply acceptance or waiver of rights.

C. Nonconforming Work or materials may be rejected and Contractor shall correct such rejected Work without additional compensation, even if the Work or materials have been previously inspected or accepted by the City or even if the City failed to observe the unsuitable Work or materials.

D. Any Work required to be inspected by the City prior to being covered, which is covered up without prior inspection or without prior consent of the City, must be uncovered and recovered by the Contractor, if requested by the City, at no cost to City, notwithstanding the provisions of the following subsection.

E. Contractor shall notify the City in writing at least 48 hours prior to the time at which the City must be present to perform an inspection. Failure to provide such notice will place the Contractor at risk for all consequences of non-inspection and having to uncover work.

# ARTICLE 18
# CORRECTION OF WORK

A. If any portion of the Work is covered over contrary to the request of the City or as required by the Contract or the applicable building standards, it must be uncovered for observation at the Contractor's expense if requested by the City in writing.

B. If any portion of the Work, other than those portions required to be inspected by the City prior to being covered, has been covered over, the City may request that it be uncovered for observation. If such portion is found to be in accordance with the requirements of the Contract Documents, the cost of uncovering it shall be charged to the City as a Change Order. If such portion is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall bear such costs.

C. The Contractor shall promptly remove from the site and replace any material or correct any Work found by the City to be defective or failing to conform to the requirements of the Contract, whether or not fabricated, installed or completed, and whether discovered before or after Substantial Completion. The Contractor shall bear all costs of correcting such Work or material, including the cost of necessary additional professional services and the cost of repairing or replacing all work of separate contractors or subcontractors damaged by such removal or correction. The City shall notify the Contractor immediately in writing upon its knowledge that additional professional services will be necessary and of the extent and estimated costs of the additional services. The City may consent to accept such Work or material with an appropriate adjustment in Contract Price.

D. If the Contractor does not promptly replace or correct such Work or material, the City may replace or correct the Work or material, and charge or deduct the cost of removal and replacement from any monies due to the Contractor, or recover such costs from the Contractor.

E. If, within two (2) years after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the requirements of the Contract, the Contractor shall correct it promptly after receipt of a written notice from the City to do so. If the Contractor does not promptly replace or correct such Work or material, the City may replace or correct the Work or material, and charge or deduct the cost of removal and replacement from any monies due to the Contractor, or recover such costs from the Contractor. Nothing contained in this section shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract or the law. The obligation of the Contractor under this section shall be in addition to and not in limitation of any obligations imposed by special guaranties or warranties required by the Contract, given by the Contractor, or otherwise recognized or prescribed by law.

F. If, during the running of a guarantee or warranty period, the Contractor must perform repair work to any portion of the Work, the running of the warranty or guarantee period is tolled from the time the defect or deficiency is discovered through the time when the Contractor successfully completes all repairs and retesting and start-up activities.

## ARTICLE 19
## DELAYS AND TIME EXTENSIONS

A. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City, or by any separate Contractor employed by the City, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties, delays specifically authorized by the City, or by causes beyond the Contractor's control, avoidance, or mitigation, and without any fault or negligence of the Contractor or Subcontractor or Supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time as the City may determine that such event has delayed the critical path of the Work or individual milestone or overall completion of the Work after considering the advice of the City, if the Contractor complies with the notice and documentation requirements set forth below. The Contractor shall pay any additional fees or costs incurred by the City as the result of delays caused by the Contractor for circumstances not excused as provided herein.

B. Initial notice of any delay in the Work shall be made in writing to the City immediately but in no event later than 24 hours after discovery of the event giving rise to the delay. Then, Contractor shall provide additional details of the delay in writing to the City within seven (7) calendar days from the beginning of the delay. Failure to meet these time requirements shall absolutely bar any and all later claims. The detailed notice shall indicate the cause of the delay, the anticipated length of the delay, the probable effect of such delay upon the progress and cost of the Work, and potential mitigation plans. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated progress Narrative Report to the City. Within fifteen (15) days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and, if applicable, a formal written request covering an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of days' extension requested and provide a fully documented analysis of the Progress Schedule, including a fragnet and any other data demonstrating a delay in the critical path of the Work or individual milestone or the overall project completion. If the Contractor does not comply with the notice and documentation requirements set forth above, the claim for delay is absolutely barred.

C. If the Contractor incurs damages related to expenses caused by a delay for which the City is solely responsible, which is unreasonable under the circumstances, and which was not contemplated by the parties at the time of formation of this Contract, then the parties shall attempt to reach an agreement on the Contractor's claim, provided that the Contractor has notified the City in writing as specified above, including why the City is believed by the Contractor to be solely responsible for the delay. Failure to provide such timely notice shall be deemed an absolute and final waiver of any rights to additional sums. Any disputes will be resolved in accordance with the City of Buckeye Procurement Code, as amended or superseded.

D. The Contractor shall have no right to claim for alleged extended or unabsorbed home office overhead; claims for delays shall be limited to provable extended site costs.

E. The date of beginning and the time for completion as specified herein are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the notice to proceed or at a preconstruction meeting, **but in no event later than ten (10) days after the execution of this Contract**, whichever first occurs. Said Work shall be prosecuted regularly, diligently, and without interruption at such rate of progress as will ensure full completion thereof within the time specified. The time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any extension thereof granted by the City, then the Contractor does hereby agree to pay to City the per diem amount specified in the Contract. This amount is agreed to be liquidated damages for such breach and not a penalty therefore. The per diem amount shall be paid for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. The amount is fixed and agreed upon by and between the Contractor and City because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. Said

sums may be withheld by the City from any amounts due to the Contractor from the City, whether as the result of this Contract or any other obligation between the City and the Contractor.

F. The parties hereby agree that if the Contractor submits an original or updated schedule which shows the project and/or individual Milestone(s) completing earlier than required by the adjusted contractual completion date(s), the differences between the forecasted early completion and the required completion shall be considered Project-owned float available for use by both the City and the Contractor.

G. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, using extensive crew/resource sequencing, etc. Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the adjusted Contract completion date. Since float time within the Construction Schedule is jointly owned, it is acknowledged that City-caused delays on the project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Contract completion date or milestone date is also exceeded.

H. It is agreed that no time extensions shall be granted nor delay damages paid unless the delay is clearly demonstrated by the updated Construction Schedule current as of the month the change was issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other reasonable means.

## ARTICLE 20
## SUSPENSION OF WORK

A. The City may, at any time and without cause, order the Contractor in writing or cause the Contractor to suspend, delay or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for its convenience. Equitable adjustment shall be made for any increase in the Contract Time necessarily caused by such suspension or delay by written Change Order.

## ARTICLE 21
## RIGHT TO STOP WORK

A. If the Contractor fails to correct defective Work as required, or fails to carry out the Work in accordance with the Contract Documents, the City by written notice, may order the Contractor to stop the Work or any portion of the Work, until the cause for the order has been eliminated to the satisfaction of the City.

B. The City may stop Work without written notice for 24 hours whenever in its professional opinion such action is necessary or advisable to ensure conformity with the Contract Documents. The Contractor shall not be entitled to an adjustment in the Contract Price or Contract Time under this subsection. The right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or others.

## ARTICLE 22
## CHANGES

A. After this Contract is signed, Modifications in the Contract Price, the Contract Time or Scope of the Work may only be made by written Change Order.

B. By written directive at any time, the City may make any changes within the general scope of the Contract or issue additional instructions, require additional or modified Work or direct deletion of Work. The Contractor shall not proceed with any change involving an increase or decrease in cost or time without prior written authorization from the City and shall proceed in accordance with the procedures set forth in this section. If the Contractor proceeds with any change involving an increase or decrease in cost or time without written authorization as required by this paragraph, the Contractor hereby waives all rights or claims Contractor may have as a result of the change. The City's right to make changes shall not invalidate the Contract or relieve the Contractor of any liability. Any requirement of notice of change to Contractor's surety ("Surety") shall be the responsibility of the Contractor.

C. The cost or credit to the City resulting from a change in Work shall be determined in one or more of the following ways:

1. By unit prices stated in the Contract.

2. By cost, as defined below, properly itemized and supported by sufficient, substantiating data to permit evaluation, plus a fee of ten percent (10%) of items (a) through (h) described below. Such costs shall be itemized by crafts as defined within the schedule of values and limited to the following items directly allocable to the change in the Work:

(a) Cost of materials, including delivery but excluding Subcontractor-supplied materials.

(b) Fully-burdened cost of labor, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by contractor, and worker's or workman's compensation insurance but excluding Subcontractor's labor.

(c) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, contractor must prove reasonable rental rate pursuant to actual ownership costs.

(d) Cost of Subcontracted work calculated as above and Subcontractor's field supervision calculated in accordance with paragraph (e) below, plus Subcontractor's insurance and bond premiums as applicable. Insurance and bond premium cost shall not exceed a total of two percent (2%) of Subcontractor's documented cost.

(e) Contractor's field supervision not to exceed five percent (5%) of (a), (b) and (d) above; the parties agree that this mark-up shall fully cover all contractor field supervision overhead.

(f) Contractor's insurance and bond premiums not to exceed a total of two percent (2%), or documented cost.

(g) Sales tax at full value.

(h) If this method of cost or credit calculation is selected, in no event shall the combined total fee including all levels or tiers of Subcontractors exceed twenty percent (20%) of the total cost of paragraphs (a), (b), (c) and (d). Field supervision is to be excluded at all levels for the purposes of the limit imposed by this paragraph.

3. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; provided that such lump sum shall not exceed that amount calculated under item 2 above.

D. If none of the above methods is agreed upon, the Contractor shall promptly proceed with performing the change, upon receipt of a written order signed by the City. Any dispute regarding the pricing methodology or cost of the change shall not relieve the Contractor from proceeding with the change as directed by the City. The cost or credit to the City shall be determined by the City on the basis of the preceding subsection.

E. A fully executed Change Order shall be full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by the Contractor for inclusion in the Change Order is irrevocably waived.

F. In an emergency affecting the safety of life, or of the structure, or of adjoining property, the Contractor, without special instruction or authorization from the City, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be determined in accordance with this section.

## ARTICLE 23
## PAYMENT

A. Payments on account of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered, or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the City by the Contractor on the current edition of AIA Documents G702 and G703, within five (5) days after end of the period. Payment Applications shall be notarized,

shall be supported by such data substantiating the Contractor's right to payment as the City may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

B. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the City. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the City to require fulfillment of all terms of Contract Documents.

C. The City, within seven (7) days after receipt of the Payment Application, will either issue a Certificate for Payment for such amount as is properly due or issue written notice of the reasons for withholding such a certificate.

D. The issuance of a Certificate for Payment will constitute a representation by the City, observations at the site and the data comprising the Payment Application, that the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the certificate); and that the Contractor is entitled to payment in the amount certified.

E. Payment may be withheld in whole or in part to protect the City on account of:

1. Unsatisfactory job progress as determined by the City.
2. Defective Work or materials not remedied.
3. Disputed Work or materials.
4. Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
5. Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
6. A reasonable doubt as determined by the City that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
7. The Contractor's failure to perform any of its contractual obligations under the Contractor Documents, or any other Contract with the City.
8. Deficiencies or claims asserted by City against Contractor arising from any other project. Within fourteen (14) days following the receipt of the Certificate of Payment, the City shall pay to the Contractor the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the City until the Contract is 50% completed at which time the retainage shall be reduced to 5%; provided that: (a) the Contractor is making satisfactory progress on the Contract; and (b) in the City's sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, the City shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of

the total contract value of Work in place and materials stored. The City's sole judgment concerning the satisfactory progress of the Work shall be final.

F. Within sixty (60) days after the issuance of the Certificate of Final Completion by the City and receipt of all other documents required by the Contract, all retained amounts shall be paid to Contractor as part of Final Payment:

1. The Final Payment shall not become due until the Contractor delivers to the City full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.

2. If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the City all monies that the latter may be compelled to pay in discharging such claim including all costs, interest and attorneys' fees.

G. If any payment of the Contract Price is not made within thirty (30) days and without just cause, interest shall thereafter accrue on the unpaid principal balance at the minimum rate allowed by state law (A.R.S. § 44-1201) on the due date.

## ARTICLE 24
## WARRANTY

A. The Contractor warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be free from faults and defects and in strict conformance with the Contract Documents.

B. Neither provision of manufacturers' warranties nor Final Payment nor use or occupancy of all or a portion of the Premises by the City shall constitute an acceptance of Work not performed in accordance with the Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibility for faulty materials and workmanship.

C. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the City takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the City takes possession.

D. The Contractor or its sureties shall remedy any defects in the Work and any resulting damage to the Work or the Work of others at its own expense.

E. The Contractor shall be liable for correction of all damage resulting from defective Work. If the Contractor fails to remedy any defects or damage, the City may correct the Work or repair the damages and the cost and expense incurred in such event shall be paid by or be recoverable from the Contractor.

F. The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

# ARTICLE 25
# SUBSTANTIAL COMPLETION

A. When the Contractor requests a substantial completion inspection for the Work or a designated portion thereof ("Substantial Completion Inspection"), the City shall determine the validity of the request. A list of items to be completed or corrected shall be prepared by the Contractor and presented to the City with the request for inspection. By submitting a request for Substantial Completion Inspection the Contractor thereby certifies that it has performed a thorough inspection of the Project in preparing the list of items to be completed or corrected, has consulted with its subcontractors, and that the remaining incomplete or defective work shall be completed within thirty (30) days of submission of the request. The City shall evaluate the Contractor's request and list of uncompleted items and, if appropriate in their judgment, add to or delete items from the list necessary to complete the work. The failure to include items on any punch list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. By submitting a request for Substantial Completion Inspection, the Contractor thereby certifies that the remaining incomplete or defective Work required by the Contract Documents shall be completed within thirty (30) days.

B. If the City, on the basis of Substantial Completion Inspection, determines that the Work has been substantially completed in accordance with the Contract Documents, then the City will prepare a Certificate of Substantial Completion, which shall establish the date of Substantial Completion; shall state the responsibilities of the Contractor for remaining punchlist items, maintenance, heat and utilities, security, and damage to the work; and shall fix the time, not to exceed thirty (30) days, within which the Contractor shall complete the punch list. The Certificate of Substantial Completion shall be submitted by the City to the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate. The Project shall not be deemed substantially complete until the Certificate is issued irrespective of City occupancy.

# ARTICLE 26
# FINAL INSPECTION

A. When the Contractor submits in writing to the City a request for a final inspection of the Work, the City shall determine the validity of the request. Following the inspection, if there are items to be completed or corrected, the City will determine the dollar value to be withheld in accordance with the retainage provisions of the Contract. In the event that the Contractor has not completed the punch list items within the time designated in the Certificate of Substantial Completion, the City retains the right to have these items corrected at the expense of the Contractor, including all architectural, engineering and inspection costs and expenses incurred by the City.

B. The City shall not be required to release the retainage until such items have been completed and inspected.

# ARTICLE 27
# ASSIGNMENT OF CLAIMS

A. The City and Contractor recognize that in actual economic practice overcharges resulting from antitrust violations --such as 'bid rigging' and 'complementary bidding' -- are in fact borne by City. Therefore, the Contractor hereby assigns to City any and all claims for such overcharges. The Contractor in all subcontracts shall require all Subcontractors to likewise assign all claims for overcharges to the City.

# ARTICLE 28
# DISPUTES

A. All of Contractor's claims and disputes shall first be referred to the City for initial determination, by written notice, not more than seven (7) days from the occurrence of the event which gives rise to the dispute, or not more than seven (7) days from the date that the Contractor knew or should have known of the problem. Unless the claim is made in accordance with these time requirements, it is irrevocably waived. The City shall render a written decision within a reasonable time. The City's decision may be reviewed in accordance with City of Buckeye Procurement Code, as amended or superseded. Any claim not timely filed or not complete at the time of filing is irrevocably waived.

B. Any failure of the City to make a decision within the time limit set forth shall not be construed as acquiescence in all or any part of the Contractor's claim for relief. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any claims and controversy proceedings, and the City shall continue to make payments to the Contractor in accordance with the Contract Documents.

# ARTICLE 29
# FORUM

A. No suit or action shall be commenced hereunder by any claimant other than in the Arizona Superior Court, and only after all contractual and administrative procedures have been fulfilled. By submitting a bid for this project, Contractor agrees to be bound by the City of Buckeye Procurement Code Dispute Resolution Procedures and waives any objections to those procedures.

# ARTICLE 30
# TERMINATION BY THE CITY

A. This Contract may be terminated by the City under the conditions stated in A.R.S. § 38-511.

# ARTICLE 31
# TERMINATION FOR CAUSE

A. The City may terminate the Contract upon the occurrence of any one or more of the following events:

1. If the Contractor refuses or fails to prosecute the Work, or any separable part, with such diligence as will ensure its completion within the Contract Time; or if the Contractor fails to complete the Work within the Contract Time;

2. If the Contractor or any of its key subcontractors is adjudged a bankrupt or insolvent or makes a general assignment for the benefit of creditors, or if the Contractor or any of its key subcontractors or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning the Contractor or any of its key subcontractors, or if a trustee or receiver is appointed for the Contractor or any of its key subcontractors or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest or any of its key subcontractors does not provide adequate assurance of future performance in accordance with the Contract within ten (10) days after receipt of a request for assurance from the City;

3. If the Contractor fails to supply a sufficiently skilled workforce or suitable materials or equipment;

4. If the Contractor fails to make prompt payments to subcontractors or suppliers at any tier, or for labor, materials or equipment;

5. If the Contractor fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;

6. If the Contractor fails to follow any reasonable instructions by the City;

7. If the Contractor performs Work which deviates from the Contract Documents, and neglects or refuses to correct rejected Work; or

8. If the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the City determines that sufficient cause exists to justify the action, the City may terminate the Contract without prejudice to any other right or remedy the City may have, after giving the Contractor and its Surety seven (7) days' notice by issuing a written Declaration of Default. The City shall have the sole discretion to permit the Contractor to remedy the cause for the contemplated termination without waiving the City's right to terminate the Contract.

B. If the Contract is terminated, the City may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The City may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor, without liability to the Contractor. In exercising the City's right to prosecute the completion of the work, the City may also take possession of all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

C. If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work, and all City damages including liquidated damages and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work it performed and a reasonable allowance for overhead and profit. If such costs exceed the unpaid balance, the Contractor shall immediately upon demand pay the difference to the City. In exercising the City's right to prosecute the completion of the Work, the City shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work, and the City shall not be required to obtain the lowest figure for Work performed in completing the contract. If the City takes bids for remedial Work or completion of the project, the Contractor shall not be eligible for the award of such contracts.

D. If the Contract is terminated, the City may demand that the Contractor's Surety take over and complete the Work on the Contract. The City may require that in so doing, the Contractor's Surety not utilize the Contractor in performing the Work. Upon the failure or refusal of the Contractor's Surety to take over and begin completion of the Work within 20 days after the demand, the City may take over the Work and prosecute it to completion as provided above.

E. The City shall have the option of requiring any, all or none of the Subcontractors to perform according to their subcontracts and may assign any or all of the subcontracts to a general contractor selected to complete the Work.

F. If the City takes over the Work, unexecuted orders entered into by the Contractor for performance of any part of the Work will be effective upon acceptance by the City in writing and only as to those subcontracts and purchase orders which the City designates in writing.

G. The Contractor shall be liable for any damage to the City resulting from the termination or from the Contractor's refusal or failure to complete the Work, and for all costs necessary for repair and completion of the Project over and beyond the amount of the Contract. The Contractor shall be liable for all legal fees and costs required to enforce the provisions of the Contract.

H. If the City terminates the Contract, the Contractor shall remain liable for liquidated damages for delay until such reasonable time as may be required for final completion of the Work.

Such damages shall be in addition to and not in lieu of any other damages sustained by City in completing the Work.

I. In the event the Contract is terminated, the termination shall not affect any rights of the City against the Contractor. The rights and remedies of the City under this section are in addition to any other rights and remedies provided by law or under this Contract. Any retention or payment of monies to the Contractor by the City will not release the Contractor from liability.

J. If the Contract is terminated under this section, and it is determined for any reason that the Contractor was not in default under the provisions of this Section, the termination shall be deemed a Termination for Convenience of the City and, the rights and obligations of the parties shall be determined in accordance with the Article herein entitled "Termination for Convenience of the City".

## ARTICLE 32
## TERMINATION FOR CONVENIENCE OF THE CITY

The City, by written notice to the Contractor, may terminate this Contract in whole or in part when sufficient appropriated or other funds are not available or in the sole discretion of the City it is in the City's best interest. In event of a Termination for Convenience, the Contractor shall be paid for all Work executed and reasonable termination expenses, and a reasonable allowance for profit and overhead on Work done, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by other contract payments previously made to the Contractor and as further reduced by the value of the Work as yet not completed. The Contractor shall not be entitled to profit and overhead on Work, which was not performed.

## ARTICLE 33
## ASSIGNMENT OF CONTRACT

Contractor shall not assign any amount or part of the Contract or any of the funds to be received under the Contract unless Contractor has the prior written approval of the City and the Contractor's Surety has been given notice and has given written consent to any such assignment.

## ARTICLE 34
## LAW TO GOVERN

This Contract is made under and shall be construed in accordance with the laws of the State of Arizona. If any portion of this Contract is found to be unenforceable the rest and remainder of the Contract shall remain in full force and effect so as to effectuate the intent of the parties. Each party acknowledges that it has had an opportunity to review this Contract with counsel and this document shall be construed fairly and equitably so as to effectuate the intention of the parties irrespective of who is determined to have been the drafter of the document.

## ARTICLE 35
## E-VERIFY REQUIREMENTS

To the extent applicable under A.R.S. §41-4401, the Contractor and its subcontractors or subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. §23-214(A). The Contractor's or its subcontractor's or subconsultant's failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City.

## ARTICLE 36
## FEDERAL IMMIGRATION LAWS AND REGULATIONS

Under the provisions of A.R.S. § 41-4401, Contractor warrants to the City that Contractor and all its subcontractors or subconsultants (collectively, "Secondaries") will comply with all Federal Immigration laws and regulations that relate to their employees and, further, that Contractor and its Secondaries now comply with A.R.S. § 23-214.A. Consultant acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to inspect the employment records of the Contractor and its Secondaries to ensure compliance with this warranty. Contractor agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

## ARTICLE 37
## ISRAEL

Pursuant to A.R.S. § 35-393.01, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel, or any entity that does business in Israel or any territories controlled by Israel.

## ARTICLE 38
## FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394, Contractor 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..

**END OF SECTION**

**EXHIBIT B**
**TO**
**CONSTRUCTION CONTRACT**
**BETWEEN**
**CITY OF BUCKEYE**
**AND**
**WALKER RIVER CONSTRUCTION, INC.**

(Contractor Bid Forms)

See following pages.

**SECTION 300**
**BID FORMS**

**BID**

| | |
|---|---|
| IFB No. | **2024163** |
| Project Name: | **Earl Edgar Park Pump Improvements** |
| Due Date: | May 22, 2024, no later than 3:00 PM, Local Time |
| Bid from: | Walker River Construction, Inc.<br>(Name of Firm) |
| To: | City of Buckeye |

The following bid is made for construction services for the City of Buckeye, Arizona, in accordance with Construction Documents. The undersigned certifies that the Construction Documents, as well as the proposed construction site and conditions affecting the Work have been carefully examined; that the amount and nature of the Work to be done is thoroughly understood; and that at no time will misunderstanding of the drawings, specifications, or conditions to be overcome be pleaded.

The undersigned certifies that he or his firm is currently licensed under the provisions of A.R.S. §§ 32-1151 and 32-1169. The undersigned further certifies that he or his firm has a privilege license pursuant to A.R.S. § 42-5005.

The undersigned has read Section 2, "Instructions to Bidders", paragraph "Sales and Use Tax" and understands that all sales and use taxes applicable to this project are included in all bid prices. The undersigned has read the Construction Contract between the City of Buckeye and Contractor, and will execute said Construction Contract, if awarded the same. Any exceptions to the terms and conditions have been stated in writing and submitted on a separate sheet with this bid. The undersigned understands that any exceptions taken to the Construction Contract that are not accepted and/or approved by the City may be a basis for rejection of the Bid as nonresponsive.

RECEIPT BY THE UNDERSIGNED OF THE FOLLOWING AMENDMENTS IS HEREBY ACKNOWLEDGED:

AMENDMENT NUMBER: 1 DATED: 04/29/2024

AMENDMENT NUMBER: 2 DATED: 05/08/2024

AMENDMENT NUMBER: 3 DATED: 05/20/2024

AMENDMENT NUMBER: _____ DATED: _____

**BASE BID:**

The undersigned proposes to complete all of the Work in accordance with said Construction Documents, plans, specifications and all associated amendments for the sum of:
Seven Hundred Fifty Seven Thousand Seven Hundred Fifty Seven and Zero Cents Dollars ($757,757.00). Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

## IFB No. 2024163: Earl Edgar Park Pump Improvements

| ITEM # | ITEM DESCRIPTION | UNIT | QTY. | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| | **GENERAL CONDITIONS** | | | | |
| 1 | CONSTRUCTION SURVEY, STAKING, LINES AND GRADES, AND ASBUILTS | LS | 1 | $3,500.00 | $ 3,500.00 |
| 2 | CONTRACTOR QUALITY CONTROL | LS | 1 | $5,000.00 | $ 5,000.00 |
| 3 | PERMITS, PUBLIC INFORMATION, AND NOTIFICATIONS | AL | 1 | $5,444.00 | $ 5,444.00 |
| 4 | MOBILIZATION / DEMOBILIZATION | LS | 1 | $75,000.00 | $ 75,000.00 |
| | | | | **GENERAL CONDITIONS SUB-TOTAL** | **$** 88,944.00 |
| | **DEMOLITION** | | | | |
| 5 | REMOVE EXISTING PUMP STATION | LS | 1 | $6,000.00 | $ $6,000.00 |
| 6 | REMOVE / ABANDON EXISTING RECLAIMED WATER VAULT AND EQUIPMENT | LS | 1 | $6,000.00 | $ $6,000.00 |
| 7 | REMOVE EXISTING 8" DUCTILE IRON PIPE AS REQUIRED | LF | 32 | $65.00 | $ 2,080.00 |
| 8 | REMOVE EXISTING PUMP YARD GATES | LS | 1 | $6,000.00 | $ 6,000.00 |
| 9 | REMOVE EXISTING SHRUB | EA | 1 | $1,500.00 | $ 1,500.00 |
| 10 | SALVAGE EXISTING 2" BACKFLOW PREVENTER | LS | 1 | $2,000.00 | $ 2,000.00 |
| 11 | SALVAGE EXISTING 6"x 8" DUCTILE IRON REDUCER (FLANGED) | EA | 2 | $750.00 | $ 1,500.00 |
| 12 | SALVAGE EXISTING PUMP YARD FABRIC SHADE COVER | LS | 1 | $1,500.00 | $ 1,500.00 |
| | | | | **DEMOLITION SUB-TOTAL** | **$** 26,580.00 |
| | **ON-SITE WET UTILITIES** | | | | |
| 13 | 4" ABS PUMP FILTER DISCHARGE PIPE TO SEWER | LF | 26 | $250.00 | $ 6,500.00 |
| 14 | TWO-WAY CLEAN OUT ON FILTER DISCHARGE PIPE | EA | 1 | $2,500.00 | $ 2,500.00 |
| 15 | 3"-4" CLASS 150 DUCTILE IRON ENLARGEMENT (MJxMJ) | EA | 1 | $350.00 | $ 350.00 |
| 16 | 2" TYPE 'L' COPPER POTABLE WATER PIPE WITH WROUGHT FITTINGS | LF | 25 | $100.00 | $ 2,500.00 |
| 17 | 1" TYPE 'L' COPPER POTABLE WATER PIPE WITH WROUGHT FITTINGS | LF | 8 | $100.00 | $ 800.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 18 | 1" BRONZE QUICK COUPLER ASSEMBLY | EA | 1 | $250.00 | $ | 250.00 |
| 19 | 1" 316 STAINLESS STEEL BALL VALVE ASSEMBLY (FPT) | EA | 1 | $250.00 | $ | 250.00 |
| 20 | INSTALL SALVAGED 2" BACKFLOW PREVENTER WITH NEW ENCLOSURE & CONCRETE PAD & RE-CERTIFY | EA | 1 | $4,500.00 | $ | 4,500.00 |
| | | | | **ON-SITE WET UTILITIES SUB-TOTAL** | **$** | 17,650.00 |
| | | | | | | |
| | **SIGNAGE** | | | | | |
| 21 | RECLAIMED WATER WARNING SIGNS | EA | 10 | $450.00 | $ | 4,500.00 |
| | | | | **SIGNAGE SUB-TOTAL** | **$** | 4,500.00 |
| | | | | | | |
| | **HARDSCAPE** | | | | | |
| 22 | 6" DEPTH 2,500 PSI CONCRETE PAD | SF | 30 | $250.00 | $ | 7,500.00 |
| 23 | 3" DEPTH OF AGGREGATE BASE COURSE (ABC) | SF | 210 | $10.00 | $ | 2,100.00 |
| 24 | 3'-0" DUAL SWING GATES | LS | 1 | $12,000.00 | $ | 12,000.00 |
| 25 | INSTALL SALVAGED PUMP YARD FABRIC SHADE COVER | LS | 1 | $1,500.00 | $ | 1,500.00 |
| 26 | 16"x16" FERTILIZER REFILL HOSE ACCESS PANEL | LS | 1 | $9,000.00 | $ | 9,000.00 |
| | | | | **HARDSCAPE SUB-TOTAL** | **$** | 32,100.00 |
| | | | | | | |
| | **IRRIGATION** | | | | | |
| 27 | PUMP STATION SKID AND ALL APPURTENANCES | LS | 1 | $235,000.00 | $ | 235,000.00 |
| 28 | FERTIGATION INJECTION SYSTEM AND ALL APPURTENANCES | LS | 1 | $59,000.00 | $ | 59,000.00 |
| 29 | 8" DUCTILE IRON GATE VALVE ASSEMBLY (MJxMJ) | EA | 1 | $11,000.00 | $ | 11,000.00 |
| 30 | 8" CLASS 350 CONCRETE LINED DUCTILE IRON PIPE | LF | 20 | $445.00 | $ | 8,900.00 |
| 31 | 8" CLASS 350 DUCTILE IRON BELL ADAPTER WITH RESTRAINT | EA | 1 | $850.00 | $ | $850.00 |
| 32 | 8" CLASS 350 CONCRETE LINED DUCTILE IRON 90° ELL | EA | 2 | $235.00 | $ | 470.00 |
| 33 | 8" CLASS 350 CONCRETE LINED DUCTILE IRON 45° ELL | EA | 2 | $635.00 | $ | 1,270.00 |
| 34 | 8" CLASS 200 PURPLE PVC PIPE | LF | 10 | $50.00 | $ | 500.00 |
| 35 | INSTALL SALVAGED 8"x6" DUCTILE IRON REDUCER (FLANGED) | EA | 2 | $750.00 | $ | 1,500.00 |
| 36 | 6" NORMALLY CLOSED DUCTILE IRON HYDROMETER (FLANGED) | EA | 1 | $8,000.00 | $ | 8,000.00 |
| 37 | 6" LUG TYPE DUCTILE IRON BUTTERFLY VALVE WITH WHEEL ACTUATOR | EA | 2 | $3,000.00 | $ | 6,000.00 |
| 38 | 6" CLASS 350 DUCTILE IRON 90° ELL (FLANGED) | EA | 1 | $400.00 | $ | $400.00 |
| 39 | 6"x6"x2" FPT CLASS 350 DUCTILE IRON SERVICE TEE (FLANGED) | EA | 1 | $1,200.00 | $ | 1,200.00 |
| 40 | 6"x6"x1" FPT CLASS 350 DUCTILE IRON SERVICE TEE (FLANGED) | EA | 1 | $1,200.00 | $ | 1,200.00 |
| 41 | 6" x 12" LENGTH CLASS 350 DUCTILE IRON SPOOL (FLANGED) | EA | 1 | $1,000.00 | $ | 1,000.00 |
| 42 | 2" NORMALLY OPEN BRONZE MASTER VALVE ASSEMBLY | EA | 1 | $1,000.00 | $ | 1,000.00 |
| 43 | 2" PVC FLOW SENSOR ASSEMBLY (FPT) | EA | 1 | $900.00 | $ | 900.00 |

| | | | | | |
|---|---|---|---|---|---|
| 44 | 2" 316 STAINLESS STEEL BALL VALVE ASSEMBLY (FPT) | EA | 1 | $500.00 | $ 500.00 |
| 45 | 2" 316 STAINLESS STEEL BALL VALVE (FPT) WITH 2" STAINLESS STEEL UNION (FPT) ONLY | EA | 1 | $500.00 | $ 500.00 |
| 46 | 2" SCHEDULE 80 PVC NIPPLES (LENGTHS AS REQUIRED) | LF | 10 | $30.00 | $ 300.00 |
| 47 | 1.25" SCHEDULE 40 GRAY PVC CONTROL WIRE CONDUIT | LF | 1,400 | $37.00 | $ 51,800.00 |
| 48 | #14 AWG HYDROMETER CONDUCTORS (RED & BLACK) | LF EA | 700 | $2.00 | $ 1,400.00 |
| 49 | #14 AWG PUMP START RELAY CONDUCTORS (BLUE & YELLOW) | LF EA | 700 | $2.00 | $ 1,400.00 |
| 50 | #14 AWG 2-WIRE CONDUCTOR #P7354D | LF | 700 | $3.00 | $ 2,100.00 |
| 51 | GROUND ROD ASSEMBLY | EA | 5 | $1,500.00 | $ 7,500.00 |
| 52 | CALSENSE POC DECODER | EA | 1 | $2,000.00 | $ 2,000.00 |
| 53 | ADJUSTABLE PIPE STAND | EA | 1 | $3,000.00 | $ 3,000.00 |
| 54 | TURF AND TURF IRRIGATION RESTORATION (SOD) | SF | 4,215 | $10.00 | $ 42,150.00 |
| 55 | DG SALVAGE AND DRIP IRRIGATION RESTORATION (MATCH EXISTING AS REQUIRED) | SF | 11,260 | $0.55 | $ 6,193.00 |
| | | | | **IRRIGATION SUB-TOTAL** | **$** 457,033.00 |
| | **ELECTRICAL** | | | | |
| 56 | CONDUIT, SIZED PER PLANS, INCLUDING TRENCHING AND BACKFILL | LF | 260 | $35.00 | $ 9,100.00 |
| 57 | ETHERNET CABLES AND CONDUCTORS AND BOND WIRES, SIZED PER PLANS, COMPLETE AND IN PLACE INCLUDING ALL SPLICES AND TERMINATIONS FOR A COMPLETE SET OF CONDUCTORS FOR THE CIRCUIT | LF | 560 | $20.00 | $ 11,200.00 |
| 58 | #3-1/2 CONCRETE PULL BOX | EA | 1 | $2,600.00 | $ 2,600.00 |
| 59 | #5 CONCRETE PULL BOX | EA | 1 | $3,500.00 | $ 3,500.00 |
| 60 | MODIFICATIONS TO EXISTING 400 AMP 277/480V 3 PHASE SES | LS | 1 | $10,000.00 | $ 10,000.00 |
| 61 | 100 AMP 277/480V THREE PHASE PANEL | LS | 1 | $15,000.00 | $ 15,000.00 |
| 62 | 100 AMP 120/208V THREE PHASE PANEL | LS | 1 | $14,000.00 | $ 14,000.00 |
| 63 | 45kVA 480-120/208V THREE PHASE STEP-DOWN TRANSFORMER | LS | 1 | $13,000.00 | $ 13,000.00 |
| 64 | FERTIGATION PUMP CONTROL PANEL | LS | 1 | $15,000.00 | $ 15,000.00 |
| 65 | MAIN PUMP CONTROL EQUIPMENT | LS | 1 | $15,000.00 | $ 15,000.00 |
| 66 | WALL MOUNTED PUMP YARD LIGHT | EA | 4 | $4,000.00 | $ 16,000.00 |
| 67 | 20A GFCI 120V RECEPTACLE | EA | 6 | $550.00 | $ 3,300.00 |
| 68 | JUNCTION BOX AND ELECTRICAL TERMINATIONS FOR PUMP EQUIPMENT | EA | 5 | $650.00 | $ 3,250.00 |
| | | | | **ELECTRICAL SUB-TOTAL** | **$** 130,950.00 |
| | | | | | |
| | | | | **GRAND TOTAL** | **$** 757,757.00 |

Submitted by: Walker River Construction, Inc.

SIGNATURE: Gypsy Holman

NAME: Gypsy Holman

TITLE: President

Principal Office: AZ Division - Phoenix, AZ

Address: 23335 N. 18th Drive, Suite 101

Phoenix, AZ 85027

Telephone: 602-930-2109

Facsimile: 775-313-0860

Mrs. Gypsy Holman being duly sworn deposes and says that he/she is the President of Walker River Construction, Inc. Contractor(s), and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 20th day of May, 2024

Notary Public: Rylee L. Walls

My Commission Expires: 16th day of November, 2024

RYLEE L. WALLS
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 636238
Expires November 6, 2026

**ATTACHMENT 1**

**SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Walker River Construction, Inc.
(Contractor's Name)

as Principal, and Old Republic Surety Company, as Surety, are hereby held and firmly bound into City of Buckeye as OWNER in the penal sum of Ten (10%) Percent Of Total Amount Bid (10% Of Total Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 20th day of May, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for **IFB No. 2024163 – Earl Edgar Park Pump Impovements.**

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Gypsy Holman (L.S.)
(Principal) - Walker River Construction, Inc.

Old Republic Surety Company
(Name of Surety)

By: Nicholas A. Fredrickson
(Signature)
Nicholas A. Fredrickson (Attorney-in-Fact)

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

# OLD REPUBLIC SURETY COMPANY

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: John R. Claeys, Ronald J. Lange, Guy P. Armfield, Scott C. McGilvray, Susan B. Larson, Deanna M. French, Scott Fisher, Elizabeth R. Hahn, Jana M. Roy, Mindee L. Rankin, Roger Kaltenbach, Nicholas A. Fredrickson, Scott A. Garcia, William M. Smith, Charla M. Boadle, Derek D. Sabo, Andrew Kerslake, Katelyn Cooper, Alec Gumpfer, Gregory C. Ryerson, Andrew P. Larsen of Bellevue, WA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4th day of August, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4th day of August, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
**(Expiration of notary's commission does not invalidate this instrument)**

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

78 8820

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 20th day of May, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Parker, Smith & Feek Ins LLC

**ATTACHMENT 2**

**SUBCONTRACTOR LIST FORM**

This attachment to the Bid Form must be submitted in a sealed envelope along with the Bid Form. Each envelope shall bear the name of the Contractor making the submittal with identification of contents contained therein. The Contractor must list below the names of all qualified subcontractors or suppliers he will employ for the various portions of the Work indicated. It is the responsibility of the General Contractor to ascertain that all subcontractors for this project meet the requirements of applicable state statutes. The Contractor may list himself to perform one or more of the listed categories of work for which he has any requisite state licenses when required. In this case, all personnel performing such work at the site shall be carried on his own payroll. If equipment is leased with operators, the operators need not be carried on the Contractor's payroll. List only a single name for each listing. List names only for base bid as per your bid. Lists submitted by unsuccessful bidders will be returned unopened if requested.

| DIVISION | SUBCONTRACTOR | LICENSE NUMBER | D&B NUMBER |
|---|---|---|---|
| Division 3 | Walker River | 328264A | 798876756 |
| Division 5 | Biddle & Brown (Supplier) | 272838CR-14 | 079130256 |
| Division 26 | AME Electrical | 071834C-11 | 151575909 |
| Division 31 | Walker River | 328264A | 798876756 |
| Division 32 82 00 | Walker River (Supplied by Munro) | 328264A | 798876756 |
| Division 32 83 00 | Werecon (Supplier) | N/A | 874362239 |
| Division 32 84 00 | Walker River | 201536A | N/A |
| Division 32 91 13 | SiteWorks | 201536A | N/A |
| Division 32 92 00 | SiteWorks | 201536A | N/A |
| Division 33 | Walker River | 328264A | 798876756 |
| Piping/ Valves | Fortiline Waterworks (Supplier) | N/A | 054383575 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Respectfully Submitted,

Walker River Construction, Inc. - Incorporated in NV - 2004 Gypsy Helman

(Name of Firm)

**ATTACHMENT 3**

**CITY OF BUCKEYE, ARIZONA**
**CONTRACTOR'S QUALIFICATION STATEMENT**

Name of Firm: Walker River Construction, Inc.

Address: 23335 N. 18th Drive, Suite 101

City, State, Zip Code: Phoenix, AZ 85027

Telephone No: 602-930-2109

Facsimile No: 775-313-0860

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(1) How many years has your firm been in business as a general contractor? 20 years

(1.1) How many years has your firm been in business as a general contractor in the State of Arizona? 4 years

(2) How many years has your firm been in business under its present business name? 20 years

(3) List states and categories in which your firm is legally qualified to do business:

| State | Category(ies) | | |
|---|---|---|---|
| Arizona | 328264 A | Montana | 159251 |
| California | 927418 | | |
| Nevada | 59209 & 59209A | | |

(4) List the percentage of work normally accomplished with your own forces: 60-100 %

(4.1) Will you need to expand your work force for this project? No

(4.2) Present number of personnel employed: 25

(5) Have you ever failed to complete any project awarded to your firm? If so, explain circumstances on separate sheet. (Check One) ✓ No

_____ Yes, See attached explanation

(5.1) Within the past five (5) years, has any officer or partner of your firm ever been an officer or partner of another firm that failed to complete any project awarded to it?

(Check one) ✓ No

_____ Yes, see attached explanation.

(6) On a separate sheet, List separately all construction projects greater than **$300,000.00** awarded, in-progress, or completed in the past five (5) years by your firm. Include project, owner (address and telephone number), Design Professional, contract amount, percent complete, and scheduled completion date. SEE END OF DOCUMENT

(7) On a separate sheet, list the construction experience and provide resumes of key individuals of your firm. Include the Project Manager, Superintendent, and Assistant Superintendent for this project; and identify their previous levels of responsibility for those projects listed in Paragraph 6.

(8) References: (Bank, Trade, and Professional) Provide name, address, and telephone number. List three.

1. Stockman Bank - Spencer Fredrick - 402 N. Broadway Billings, MT - 406-655-2430
2. Fortiline Waterworks - Sean Mullane - 4863 E Ingram St, Mesa, AZ - (480) 282-5905
3. Valentine Engineers - Teresa Valentine - 15845 S 46th St. STE 144, Phoenix, AZ - 480-283-8991

(9) Name of bonding company and name and phone number of agent.

Old Republic Surety (Company Name), Annalyn Kikawa (Contact Name), (503) 416-4285 (Phone Number)

(10) Scheduling techniques to be employed by your firm to expedite construction.
Three-Week Look Ahead Excel Schedules, CPM Schedule using Microsoft Project

(11) List your Arizona Contractor's License Number(s) and category.

AZ ROC# 328264 A CATEGORY: General Engineering

(12) List your Dun & Bradstreet (D&B) Number: 798876756 UEI: K7KVV4LKL426

(13) Is your Firm qualified to participate in Federal Projects: YES: ✓ NO: _____

(14) Is your Firm familiar with requirements for Davis Bacon Payroll? YES: ✓ NO: _____

Name of Organization: Walker River Construction, Inc.

(Check One) Corporation ✓ Partnership ___ Individual ___

Joint Venture ___ Other ~~Walker River Construction, Inc.~~

Submitted by:
SIGNATURE: Gypsy Holman

NAME: Gypsy Holman

TITLE: President

Principal Office: AZ Division - Phoenix, AZ

Address: 23335 N. 18th Drive, Suite 101

Phoenix, AZ 85027

Telephone: 602-930-2109

Facsimile: 775-313-0860

Email: estimatingaz@wrc-inc.net

Mrs. Gypsy Holman being duly sworn deposes and says that he/she is the President of Walker River Construction, Inc. Contractor(s), and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 20th day of May, 2024

Notary Public: Rylee L Walls

My Commission Expires: 6th day or November, 2026

RYLEE L. WALLS
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 636238
Expires November 6, 2026

**PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED SOLICITATION AMENDMENT ACKNOWLEDGEMENT.**

**SOLICITATION AMENDMENT ACKNOWLEDGEMENT**

**SOLICITATION: IFB NO. 2024163 – EARL EDGAR PARK PUMP IMPROVEMENTS**

**AMENDMENT NUMBER 1**
**AMENDMENT ISSUE DATE: April 29, 2024**

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Walker River Construction, Inc.

Authorized Signature: Gypsy Holman

Print Name and Title: Gypsy Holman, President

Date: May 20, 2024

Address: 23335 N. 18th Drive, Suite 101

City, State, Zip Code: Phoenix, AZ 85027

Telephone Number: 602-930-2109

Email Address: estimatingaz@wrc-inc.net

**PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED SOLICITATION AMENDMENT ACKNOWLEDGEMENT.**

**SOLICITATION AMENDMENT ACKNOWLEDGEMENT**

**SOLICITATION: IFB NO. 2024163 – EARL EDGAR PARK PUMP IMPROVEMENTS**

**AMENDMENT NUMBER 2**
**AMENDMENT ISSUE DATE: May 8, 2024**

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Walker River Construction, Inc.

Authorized Signature: Gypsy Holman

Print Name and Title: Gypsy Holman, President

Date: May 20, 2024

Address: 23335 N. 18th Drive, Suite 101

City, State, Zip Code: Phoenix, AZ 85027

Telephone Number: 602-930-2109

Email Address: estimatingaz@wrc-inc.net

**PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED SOLICITATION AMENDMENT ACKNOWLEDGEMENT.**

**SOLICITATION AMENDMENT ACKNOWLEDGEMENT**

**SOLICITATION: IFB NO. 2024163 – EARL EDGAR PARK PUMP IMPROVEMENTS**

**AMENDMENT NUMBER 3**
**AMENDMENT ISSUE DATE: May 20, 2024**

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Walker River Construction, Inc.

Authorized Signature: Gypsy Holman

Print Name and Title: Gypsy Holman, President

Date: May 20, 2024

Address: 23335 N. 18th Drive, Suite 101

City, State, Zip Code: Phoenix, AZ 85027

Telephone Number: 602-930-2109

Email Address: estimatingaz@wrc-inc.net

# STATEMENT OF QUALIFICATIONS




**HEADQUARTERS:**
**Walker River Construction, Inc.**
**P.O. Box 156/31105 Pasture Road**
**Schurz, NV 89427**
(775) 224-1883 Phone (775) 313-0860 Fax

**ARIZONA OFFICE:**
**Walker River Construction, Inc.**
**23335 North 18th Drive, Suite 101**
**Phoenix, AZ 85027**
(602) 930-2109 Phone (775) 313-0860 Fax

**www.wrc-inc.net**

## FIRM INTRODUCTION

**Walker River Construction, Inc.** (WRC), incorporated in 2004, is a heavy civil, commercial and industrial building company engaged in completing projects for the federal government throughout the west and South Central US. At WRC we treat every project like it is our only project, with our full attention focused on our clients needs. We believe in the importance of placing qualified, skilled and knowledgeable people on every project.

Our company is only as good as our people and we strive to hire and train only the best. We believe teamwork, combined with effective communication, are vital to our success. Our goal is for the safe and timely completion of each project we undertake. WRC possesses solid experience with unique and challenging projects, including work in remote areas. WRC's attention to quality and value, ensure the successful outcome of each project.

| NAICS CODES | |
|---|---|
| Industrial Building | 236210 |
| Commercial & Industrial Building | 236220 |
| Water, Sewer Line & Related Structures | 237110 |
| Oil & Gas Pipeline & Related Structures | 237120 |
| Power & Communication Line | 237130 |
| Highway, Street & Bridge | 237310 |
| Other Heavy & Civil Engineering | 237990 |
| Site Preparation | 238910 |
| Other Specialty Trades | 238990 |

**General Engineering Commercial & Residential Licenses**

| | |
|---|---|
| NV License # 59209 & 59209A | Cage Code 4RFQ5 |
| CA License # 927418 | DUNS 798876756 |
| MT License # 159251 | EIN 20-1854742 |
| AZ License # 328264A | |





## SERVICES AT A GLANCE

- Water facilities
- Wastewater facilities
- Water utility systems
- Sewer utility systems
- Storm drainage systems
- Dry utility systems
- Drainage facilities
- Demolition
- Liner systems
- Concrete structures
- Water storage tanks and reservoirs
- Pump stations and well pump systems
- Mechanical piping
- Odor control systems
- Pavement replacement
- Site improvements
- Security improvements
- Emergency power generator systems

## OUR CLIENTS

## OUR TEAM

- LEED Accredited Professionals
- Degrees in Construction Engineering, Environmental Studies, Masters in Construction Management
- 20 Years Experience as Project Managers, Superintendents and Estimators
- Innovative & Resourceful at Producing Results
- Certified in Construction Quality Management For Contractors

### Our Key Personnel:



**Gypsy Holman - President,** is the majority owner and founder of Walker River Construction, Inc, a member of the Walker River Paiute Tribe in Schurz, NV. She has 15 years of experience in both commercial and residential construction, and provides oversight of project management, estimating, scheduling and owner communications.



**Coley Frerck – AZ Division Manager** has over twenty five years experience in all aspects of heavy construction business including supervision, estimating, project management, business development, safety, equipment management, strategic planning and engineering. He has an extensive background in constructing large diameter pipelines, plants, dam rehabilitations, concrete structures, well site systems, earthwork, water and wastewater facilities, fire protection systems, pipelines, mechanical systems, dewatering, demolition and industrial facilities. As Walker River's AZ division manager, Coley implements business and strategic plans to grow revenue and net earnings of the overall construction business. He assists all project teams with preconstruction services as well as project execution. Coley leads with a "hands on" principal that works closely with clients and owners to ensure commitments are met and expectations are exceeded.



**Cody Walls – Senior Project Manager** has six years experience in the heavy construction industry, mainly in underground utilities, wastewater lift stations and water storage reservoirs. Cody has effectively performed in all phases of construction from project kickoff to closeout including scheduling and construction phasing, contract change management, subcontract management, material procurement and management, submittals, requests for information, budgeting, quality control, safety management, and work task operation planning. He effectively demonstrates leadership and organizational skills and displays a proactive leadership approach to project management with a proven ability to deliver projects on time and within budget.

## OUR TEAM (CONTINUED)

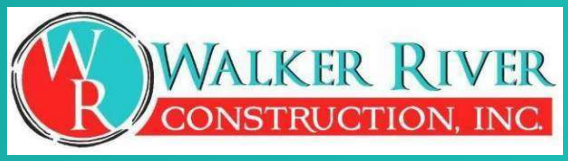
**Trevor Manley - Project Engineer** has been with Walker River for 4 years and is responsible in assisting Cody prepare detailed activity work plans and schedules to effectively execute Projects on time and within the Client's budget. His responsibilities will also include project engineering, submittals, requests for information, subcontractor management and material procurement. Trevor is a young, ambitious Project Engineer who has had the opportunity to contribute to all of WRC's AZ projects under the mentor of Coley and Cody



**Rich Merlie - Estimator/Project Manager** has worked in the construction industry for over 40 years. He owned his own construction company in Wisconsin for 30 years and now works for Walker River as a project manager and estimator of commercial building projects. Rich brings to WRC a unique blend of experience in historic building renovation, metal building erection, and a complete understanding of the trades.

**Aaron Holman - General Superintendent, Chief Estimator** has 22 years of experience in commercial and heavy civil construction. He is an expert operator, concrete mason, finish carpenter and surveyor. He provides safety oversight and quality control for all jobsite as part of his general superintendent duties. Aaron is also the chief estimator.

**Dave Carroll - Superintendent** has over 30 years of construction experience on commercial, residential and heavy civil projects. Dave recently completed supervising the $3M renovation and expansion of the Olympic National Park Visitor's Center for the National Park Service in Port Angeles, WA. Dave has supervised projects for Walker River in Washington, Oregon, New Mexico, Nevada and Montana.


WR
WALKER RIVER
CONSTRUCTION, INC.

# COLEY FRERCK

Division Manager / Estimator

## EXPERIENCE

**Walker River Construction, Inc.**

April 2020 to Present

Division Manager

**Quest Civil Constructors, Inc.**

2008 to April 2020

Operations Manager, Project Manager

**McManus Construction**
2006 to 2007
Foreman / Lead Man

**Barnard Construction**
2004 to 2006
Foreman / Lead Man

**Binstock Builders**
2001 to 2005
Carpenter

**Barnard Construction**
1998
Laborer

## EDUCATION

B.S. Agricultural Business
Montana State University

## SAFETY TRAINING

- OSHA 30 Hour
- Confined Space Awareness
- CPR / First Aid / Blood Borne Pathogens
- Dust Control Compliance
- Excavation Competent Person
- Excavation Safety Awareness
- Fall Protection Awareness
- GHS (Globally Harmonized System) for Construction
- High Pressure and Low Pressure Plugs
- Rigging
- Scaffolding Safety Awareness

## RELEVANT EXPERIENCE

* Previous Employer (Quest Civil Constructors, Inc.)

| Contracts | Similar Project Features | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Electrical | SCADA / I&C | Mechanical Piping | Underground Piping | Earthwork | Structural Concrete | Flatwork Concrete | Specialty Coatings | Structural | Bypass | Landscaping | Disinfection | Traffic Control | Design Services | Demolition |
| **FCI PHX Emergency WW Treatment Plant Valve Replacement** (Federal Bureau of Prisons) $372,000 | | | ✓ | ✓ | | | | | | ✓ | | | | | ✓ |
| **Eleven Mile Wastewater Facility System Upgrades** (Pinal County) $1,198,269 | ✓ | | | ✓ | ✓ | | | | | ✓ | | | | | ✓ |
| **Katherine Landing Sewage Lagoon #1 Liner Replacement** (National Park Service) $1,239,719 | ✓ | | ✓ | ✓ | ✓ | ✓ | | | | ✓ | | | | ✓ | ✓ |
| **Carter Water & White Hills Water System Improvements** (Keeley Construction) $305,000 | ✓ | ✓ | | ✓ | | | ✓ | | | | | ✓ | | | ✓ |
| **Offsite Water, Sewer Collec., Reclaim Water & Storm Drain JOC *** (City of Peoria) $6,577,615 | | | | ✓ | | | ✓ | | | ✓ | ✓ | | ✓ | ✓ | ✓ |
| **Water Related Pipeline Projects JOC *** (City of Peoria) $4,611,264 | | | | ✓ | | | ✓ | | | | ✓ | ✓ | ✓ | ✓ | ✓ |
| **Lift Stations, Metering Stations and Sewer Rehabilitation JOC *** (City of Phoenix) $14,835,583 | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| **Wastewater Facilities General Construction JOC *** (City of Phoenix) $17,450,739 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | ✓ | ✓ |
| **WW Plant Construction and Rehabilitation Repair Services JOC *** (City of Phoenix) $14,500,000 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | ✓ | ✓ |
| **Water Facilities General Construction JOC *** (City of Phoenix) $10,325,856 | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | | | ✓ | ✓ | ✓ | ✓ |
| **Signal Butte Water Treatment Plant *** (City of Mesa) $9,825,000 | | | | ✓ | ✓ | | ✓ | | | | | ✓ | ✓ | | |
| **Lift Station 43 Operational Improvements *** (City of Phoenix) $4,082,071 | ✓ | ✓ | ✓ | | | | ✓ | ✓ | | ✓ | ✓ | | ✓ | | ✓ |
| **64th Street Reservoir No. 3 (1-ES1-3) Rehabilitation Project *** (City of Phoenix) $7,090,815 | ✓ | ✓ | ✓ | | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | ✓ |
| **Lift Station 47 Civil & Electrical Improvements *** (City of Phoenix) $3,233,197 | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | | ✓ |

# CODY WALLS

Superintendent / QC Manager

## EXPERIENCE

**Walker River Construction, Inc.**

April 2020 to Present

Superintendent / QC Manager

**Quest Civil Constructors, Inc.**

2015 to April 2020

Project Manager, Project Engineer

**DG Construction, Inc.**

2012 to 2015

Laborer

## EDUCATION

B.S. Construction Management
Colorado Mesa University

## SAFETY TRAINING

- OSHA 30 Hour
- Confined Space Awareness
- CPR / First Aid / Blood Borne Pathogens
- Dust Control Compliance
- Excavation Competent Person
- Excavation Safety Awareness
- Fall Protection Awareness
- Stormwater Management for Construction Activities
- Scissor Lift / Articulating Boom Certification

## RELEVANT EXPERIENCE

| Contracts | Similar Project Features | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Electrical | SCADA / I&C | Mechanical Piping | Underground Piping | Earthwork | Structural Concrete | Flatwork Concrete | Specialty Coatings | Structural | Bypass | Landscaping | Disinfection | Traffic Control | Design Services | Demolition |
| **FCI PHX Emergency WW Treatment Plant Valve Replacement** (Federal Bureau of Prisons) $372,000 | | | ✓ | ✓ | | | | | | ✓ | | | | | ✓ |
| **Carter Water & White Hills Water System Improvements** (Keeley Construction) $305,000 | ✓ | ✓ | | ✓ | | | ✓ | | | | | ✓ | | | ✓ |
| **Eleven Mile Wastewater Facility System Upgrades** (Pinal County) $1,198,269 | ✓ | | | ✓ | ✓ | | | | | ✓ | | | | | ✓ |
| **Katherine Landing Sewage Lagoon #1 Liner Replacement** (National Park Service) $1,239,719 | ✓ | | ✓ | ✓ | ✓ | ✓ | | | | ✓ | | | | ✓ | ✓ |
| **Lift Station 47 Civil & Electrical Improvements *** (City of Phoenix) $3,233,197 | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | | ✓ |
| **Signal Butte Water Treatment Plant *** (City of Mesa) $9,825,000 | | | | ✓ | ✓ | | ✓ | | | | | ✓ | ✓ | | |
| **Lift Station 43 Operational Improvements *** (City of Phoenix) $4,082,071 | ✓ | ✓ | ✓ | | | | ✓ | ✓ | | ✓ | ✓ | | ✓ | | ✓ |
| **64th Street Reservoir No. 3 (1-ES1-3) Rehabilitation Project *** (City of Phoenix) $7,090,815 | ✓ | ✓ | ✓ | | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | ✓ |
| **Cedar Creek Dam Embankment *** (Tarrent Regional Water District) $9,239,397 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | | | | | | ✓ |

* Previous Employer (Quest Civil Constructors, Inc.)

| Project Description / Role / Location (Delivery Method) | Construction Costs | | Construction Dates | | Owner / References |
|---|---|---|---|---|---|
| **Project 1 - Eleven Mile Wastewater Facility System Upgrades / General Contractor**<br>**Casa Grande, AZ (Design-Bid-Build)**<br><br>Rehabilitate four (4) existing sewer lagoon ponds including **1,761 CY of sludge removal, processing and disposal, removal and replacement of 49,500 SF of 60 MIL HDPE liner system, two (2) aeration pumps and power control centers and sixteen (16) 6" isolation valves**. Excavation, grading and compaction of the existing ponds was required to repair the damaged subgrade. The plant had to remain operational throughout the project, but through brainstorming and implementing an alternate bypass design, WRC was able to take two ponds offline at once, which allowed WRC to complete the project 48 days ahead of schedule.<br>*The Increased revenue was an Owner requested Change Order for WRC to remove and dispose of additional sludge beyond the original scope to allow the new liner(s) to be installed.*<br><br>**Project Manager: Coley Frerck – Superintendent: Cody Walls** | Original | $1,036,301 | Scheduled | July 2022<br>120 CD's | Pinal County Facilities Management Department<br><br>Daniel Cosillos<br>520.866.6233<br>daniel.cosillos@pinal.gov<br><br>Archie Carreon<br>520.866.6416<br>Archie.Carreon@pinal.gov |
| | Final | $1,198,269 | Actual | May 2022<br>72 CD's | |
| **Project 2 - Katherine Landing Sewage Lagoon #1 Liner Replacement / General Contractor**<br>**Bullhead City, AZ (Design-Build)**<br><br>Walker River was selected by the National Park Service to design and rehabilitate their existing Aeration Sewage Lagoon Pond. WRC partnered with Valentine Engineers to assist in the design and permitting requirements. Upon final design and permit approval, WRC completed the construction including **378 tons of sludge removal, processing and disposal, remove 108,000 SF existing liner system, repair subgrade and replace with a new dual lining system Geonet, replace existing concrete staff gauge, remove and replace 200 LF of influent, overflow, drain and outlet ductile-iron pipe, concrete supports and overflow structures, remove and replace existing plug valves and install leak detection system and inspection manhole** below the new liner system.<br>*The Increased revenue was an Owner requested Change Order for WRC to remove and dispose of additional sludge beyond the original scope to allow the new liner to be installed..*<br><br>**Project Manager: Coley Frerck – Superintendent: Cody Walls – Site Foreman: Cameron Cotton** | Original | $1,157,197 | Scheduled | Jan 2023<br>180 CD's | National Park Service<br><br>Carl Bush, P.E.<br>702.859.0194<br>Carl_Bush@nps.gov<br><br>Cris Stubitz<br>702.250.6010<br>Cris_Stubitz@nps.gov |
| | Final | $1,239,719 | Actual | Nov 2022<br>120 CD's | |

| Project Description / Role / Location (Delivery Method) | | Construction Costs | | Construction Dates | Owner / References |
|---|---|---|---|---|---|
| **Project 3 – Carter & White Hills Water Supply System Improvements / Subcontractor Coolidge & White Hills, AZ (Design-Bid-Build)**<br>Central States Water Resources owns, operates and maintains multiple rural water/wastewater facilities throughout Arizona. WRC was selected to provide services at three (3) remote well sites throughout Arizona for our experience, knowledge and resources available within the Arizona market. WRC completed upgrades to the existing well sites to meet regulations, which included new **chemical feed pumps and piping, electrical service upgrades, SCADA integration and new equipment sheds. Future work will include steel water tank coating repairs.**<br>**Project Manager: Coley Frerck – Superintendent: Cody Walls** | Original | $303,909 | Scheduled | May 2023 | Central States Water Resources, Inc.<br>Matthew Pfaff<br>573.535.1008<br>mpfaff@keeleyconstruction.com<br>Alex Ball<br>636.222.3788<br>aball@keeleyconstruction.com |
| | Final | $303,909 | Actual | May 2023 | |
| **Project 4 – FCI Phoenix Emergency Replace WWTP Valves / General Contractor**<br>**Phoenix, AZ (Design-Bid-Build)**<br>Utilize diving services to install pipe plugs inside the existing sewer lagoons and isolate 29 EA existing equalization valves within the WWTP system. Bypass existing sewer vaults to remove and replace 29 EA equalization valves. Isolate and bypass one half of the WWTP system to remove and replace the existing isolation plug valve 15 feet below grade. Provide required start-up, testing, warranties and O&M material for plant staff and operators<br>**Project Manager: Coley Frerck – Superintendent: Cody Walls – Site Foreman: Cameron Cotton** | Original | $372,000 | Scheduled | June 2024 To December 2024 | FCI Phoenix<br>Federal Bureau of Prisons<br>Timothy Ogden<br>623.742.7572<br>togden@bop.gov |
| | Final | $372,000 | Actual | In Progress | |

SCHEDULE A

CURRENT EXPERIENCE

| NAME | OWNER | DESIGN ENGINEER | CONTRACT DATE | TYPE OF WORK | STATUS | COST OF WORK |
|---|---|---|---|---|---|---|
| Pipe Stem Dam<br>Jamestown, ND | Barnard Construction<br>701 Gold Ave.<br>Bozeman, MT 59715 | N/A | 03/23/23 | GPS Survey | Current | $1,160,000.00 |
| Texas Border Infrast.<br>Laredo, TX | Barnard Construction<br>701 Gold Ave.<br>Bozeman, MT 59715 | N/A | 01/03/23 | GPS Survey | Current | $2,349,440.00 |
| TCA 3&9 and 10-28<br>Border Fence<br>Arizona | Barnard Construction<br>701 Gold Ave.<br>Bozeman, MT 59715 | N/A | 10/18/23 | GPS Survey | Current | $2,354,970.00 |
| SDC, ELC, YUM D/B<br>Border Fence Project<br>AZ, CA | Barnard Construction<br>701 Gold Ave.<br>Bozeman, MT 59715 | N/A | 01/08/24 | GPS Survey | Current | $1,286,000.00 |

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Completed Projects | | | | | | |
|---|---|---|---|---|---|---|
| **Project Name** | **Owner's contact person** | **Design Engineer** | **Contract Date** | **Type of Work** | **Status** | **Cost of work** |
| Carter Water & White Hills Water System Improvements | Matthew Pfaff<br>Keeley Construction<br>573-535-1008 | Tyler Kay<br>Kimley-Horn<br>602-216-1263 | 2/2023 - 07/2023 | Wastewater | Complete | $310,000 |
| Katherine Landing Sewage Lagoon #1 Liner Replacement | National Park Service<br>Cris Stubitz - 702.250.6010<br>Cris_Stubitz@nps.gov | Valentine Environmental Engineers | 08/2022 - 01/2023 | Sewer Lagoon Waste System Upgrades | Complete | $ 1,239,719.00 |
| Eleven Mile WWTF System Upgrades | Pinal County<br>Daniel Cosillos - 520-866-6233<br>daniel.cosillos@pinal.gov | GLHN | 3/1/2022 - 05/06/2022 | Sewer Lagoon Waste System Upgrades | Complete | $ 1,198,269.00 |
| Winnemucca Indian Colony Community Center | Bob McNichols, RezBuilders<br>2175 Seneca Street<br>Kingman, AZ 86401-6511<br>928 897 2834 | Pat Pusich<br>TSK Architects<br>314 South Water St, Ste. 100 Henderson, NV 89015 702 456 3000 | 2/14/2021 | Design-build commercial community center, includes a gym, kitchen, restrooms, and office space | Complete | $ 1,000,000.00 |
| NDOT Paint Booth | Ross Baker, CIP Mgr Nevada Department of Transportation<br>1263 S. Stewart St<br>Carson City, NV 89712<br>775 888 7950 | H&K Architects<br>5485 Reno Corporate Drive Ste. 100<br>Reno, NV 89511-2262<br>775 332 6640 | 2/26/2021 | Foundation prep, rebar, and concrete for installation of a pre-fabricated vehicle paint booth, associated electrical | Complete | $ 2,900,044.00 |
| San Diego, El Centro Border fence | Barnard Construction, Inc. 701 Gold Ave Bozeman, MT 59715 | Michael Baker International 2929 N. Central Ave., Ste. 800 | 8/15/2019 | GPS Survey | Complete | $ 3,000,000.00 |
| Yuma Border fence | Barnard Construction, Inc. 701 Gold Ave Bozeman, MT 59715 | Michael Baker International 2929 N. Central Ave., Ste. 800 Phoenix, AZ 85012 | 11/25/2019 | GPS Survey | Complete | $ 500,000.00 |
| Yuma Border fence | Barnard Construction, Inc. 701 Gold Ave<br>Bozeman, MT 59715 | Michael Baker International 2929 N. Central Ave., Ste. 800 Phoenix, AZ 85012 | 3/1/2019 | GPS Survey | Complete | $ 500,000.00 |
| Perimeter Security Fence Harry Reid Training Center | Nevada Public Works Division<br>515 E Musser St., Ste. 102<br>Carson City, NV 89701 | Nevada Public Works Division<br>515 E Musser St., Ste. 102<br>Carson City, NV 89701 | 4/16/2019 | Fencing | Complete | $ 50,000.00 |
| Stead Aircraft Apron Gates | Nevada Public Works Division<br>515 E Musser St., Ste. 102<br>Carson City, NV 89702 | PK Electrical, Inc.<br>681 Sierra Rose Dr., Ste. 8<br>Reno, NV 89511 | 3/28/2019 | Fencing | Complete | $ 215,000.00 |

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Completed Projects | | | | | | |
|---|---|---|---|---|---|---|
| **Project Name** | **Owner's contact person** | **Design Engineer** | **Contract Date** | **Type of Work** | **Status** | **Cost of work** |
| Stead Army Aviation Support Facility Fuel Storage | Nevada Public Works Division 515 E Musser St., Ste. 102 Carson City, NV 89703 | H&K Architects 5485 Reno Corporate Drive Ste. 100 Reno, NV | 12/3/2018 | Commercial | Complete | $ 2,000,000.00 |
| Mackay Science Classroom 321 and 324 | Nevada System of Higher Education, University of Nevada, Reno 1664 N. Virginia St M/0182 Reno, NV 89501 | Paul Cavin Architect, LLC 51 Marilyn Mae Drive Sparks, NV 89441 | 6/7/2018 | Commercial | Complete | $ 100,000.00 |
| Homestead Senior Memory Care Expansion | Homestead Holdings, LLC 201 NE Park Plaza Drive, Ste. 105 Vancouver, WA 98684 | Dube Group Architecture 458 Court Street Reno, NV 89501 | 6/8/2018 | Commercial | Complete | $ 300,000.00 |
| Incline Village General Improvement District Wastewater Treatment Plant | Incline Village General Improvement District 1220 Sweetwater Road Incline Village, NV 89451 | Incline Village General Improvement District 1220 Sweetwater Road Incline Village, NV 89452 | 2/16/2018 | Wastewater | Complete | $ 175,000.00 |
| Santa Teresa Fence Replacement | Barnard Construction, Inc. 701 Gold Ave Bozeman, MT 59715 | Michael Baker International 2929 N. Central Ave., Ste. 800 Phoenix, AZ 85012 | 2/28/2018 | GPS Survey | Complete | $ 400,000.00 |
| Public Restroom Metal Building | Public Restroom Company 2587 Business Parkway Minden, NV 89423 | Public Restroom Company 2587 Business Parkway Minden, NV 89423 | 1/29/2018 | Commercial metal building | Complete | $ 285,000.00 |
| Haiwee Dam | Barnard Construction, Inc. 701 Gold Ave Bozeman, MT 59715 | Golder Associates, Inc 1575 Treat Boulevard Ste 100 Walnut Creek, CA 94598 | 8/24/2018 | GPS Survey | Complete | $ 800,000.00 |

EJCDC® C-451, Qualifications Statement.
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**EXHIBIT C**
**TO**
**CONSTRUCTION CONTRACT**
**BETWEEN**
**CITY OF BUCKEYE**
**AND**
**WALKER RIVER CONSTRUCTION, INC.**

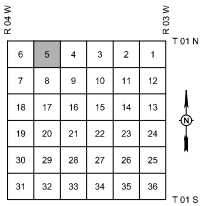
(Project Plans & Specifications)

See following pages.

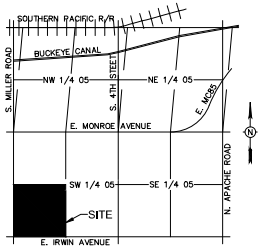
EXISTING MAINTENANCE BUILDING WITH ELECTRICAL CHASE ROOM AT NE BUILDING CORNER TO REMAIN PROTECTED IN PLACE- CONTRACTOR SHALL DISCONNECT ANY REMAINING UNUSED ELECTRICAL CIRCUITS- SEE ELECTRICAL PLANS
CUT EXISTING CMU WALL AS REQUIRED TO INSTALL 16"x16" ACCESS HATCH WITH LOCKING PANEL DOOR FOR FILLING FERTILIZER TANK PER DETAIL ON IR-305
PROVIDE INDIVIDUAL GROUND ROD/PLATE FOR EACH PUMP MOTOR, PUMP CONTROL PANEL, & PUMP SKID PER DETAIL 5, IR-307
EXISTING TREE TO REMAIN PROTECTED IN PLACE
4'-0"
2'-9"
4'-0"
3'-0"

# EARL EDGAR PARK
## IRRIGATION PUMP IMPROVEMENT PLANS FOR CITY OF BUCKEYE

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 5,
TOWNSHIP 1S, RANGE 3W OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA




VICINITY MAP
NOT TO SCALE

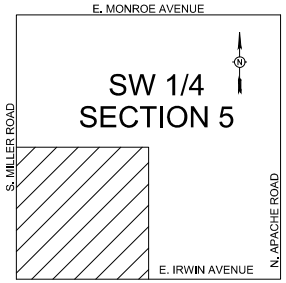



LOCATION MAP
NOT TO SCALE

### SITE ADDRES
201 E. CENTRE AVENUE
BUCKEYE, ARIZONA 85326

### SITE PARCEL #
400-28-001E

### SITE ZONING
SITE ZONING CODE = SU




OVERALL DEVELOPMENT
NOT TO SCALE

### SHEET INDEX


| | | |
|---|---|---|
| 1 | GN-101 | GENERAL COVER PAGE |
| 2 | GN-102 | SITE MAP |
| 3 | IR-101 | IRRIGATION NOTES |
| 4 | IR-102 | IRRIGATION LEGENDS |
| 5 | IR-201 | IRRIGATION PLAN |
| 6 | IR-202 | PUMP YARD PLAN |
| 7 | IR-301 | IRRIGATION DETAILS |
| 8 | IR-302 | IRRIGATION DETAILS |
| 9 | IR-303 | IRRIGATION DETAILS |
| 10 | IR-304 | IRRIGATION DETAILS |
| 11 | IR-305 | IRRIGATION DETAILS |
| 12 | IR-306 | IRRIGATION DETAILS |
| 13 | IR-307 | IRRIGATION DETAILS |
| 14 | E-101 | ELECTRICAL GENERAL NOTES |
| 15 | E-201 | SITE ELECTRICAL PLAN |
| 16 | E-301 | ELECTRICAL DETAILS |
| 17 | E-302 | ELECTRICAL DETAILS |
| 18 | S-101 | STRUCTURAL GATES DETAIL |


### STORM WATER DRAINAGE CERTIFICATE
NOT APPLICABLE- NO RE-GRADING OF EXISTING SITE WILL BE COMPLETED WITH THIS PROJECT.

### FEMA FLOOD ZONE INFORMATION
NOT APPLICABLE- NO RE-GRADING OF EXISTING SITE WILL BE COMPLETED WITH THIS PROJECT.

### OWNER

CITY OF BUCKEYE PARKS DEPARTMENT
530 E. MONROE AVENUE
BUCKEYE, AZ 85326
KELBY MIERAS
623-349-6617
KMIERAS@BUCKEYEAZ.GOV


### LANDSCAPE ARCHITECT

J2 ENGINEERING AND ENVIRONMENTAL DESIGN
4649 E. COTTON GIN LOOP, SUITE B2
PHOENIX, AZ 85040
AARON ALLAN, PLA
602-438-2221
AALLAN@J2DESIGN.US


### ELECTRICAL ENGINEER

WRIGHT ENGINEERING
165 EAST CHILTON
CHANDLER, AZ 85225
CLIFF TOLMAN, PE
480-497-5829
CTOLMAN@WRIGHTENGINEERING.US


### STRUCTURAL ENGINEER

MBJ ENGINEERING (MEYER, BORGMAN, & JOHNSON)
116 EAST UNIVERSITY DRIVE
TEMPE, AZ 85281
MICHAEL DAVIEAU, PE
480-747-6737
MDAVIEAU@MBJENG.COM


### BASIS OF BEARING
NOT APPLICABLE- NO SURVEY WAS COMPLETED FOR THIS PROJECT.

### BENCH MARK
NOT APPLICABLE- NO SURVEY WAS COMPLETED FOR THIS PROJECT.

### CITY OF BUCKEYE NOTES
ALL CITY OF BUCKEYE GENERAL NOTES AND UTILITY NOTES ARE ACCESSIBLE ON THE CITY'S WEBSITE AT https://www.buckeyeaz.gov, UNLESS OTHERWISE ATTACHED.

### GENERAL PERMITTING NOTES
1. ALL CONSTRUCTION IN THE PUBLIC RIGHTS-OF-WAY OR IN EASEMENTS GRANTED FOR PUBLIC USE MUST CONFORM TO THE LATEST MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION AS AMENDED BY THE LATEST VERSION OF THE CITY OF BUCKEYE DESIGN STANDARDS. IF THERE IS A CONFLICT, THE CITY OF BUCKEYE STANDARDS WILL GOVERN.
2. THE APPROVAL OF THE PLANS IS VALID FOR ONE (1) YEAR FROM THE DATE OF THE CITY ENGINEER'S SIGNATURE. IF AN ENCROACHMENT PERMIT FOR THE CONSTRUCTION HAS NOT BEEN ISSUED WITHIN ONE (1) YEAR, THE PLANS MUST BE RESUBMITTED TO THE CITY FOR REAPPROVAL.
3. A CITY OF BUCKEYE INSPECTOR WILL INSPECT ALL WORKS WITHIN THE CITY OF BUCKEYE RIGHTS-OF-WAY AND IN EASEMENTS. NOTIFY THE CITY 24 HOURS PRIOR TO THE INSPECTION BY CALLING (623) 349-6248.
4. CITY PERMITS ARE REQUIRED FOR ALL WORK IN PUBLIC RIGHTS-OF-WAY AND EASEMENTS GRANTED FOR PUBLIC PURPOSES. A CITY PERMIT WILL BE ISSUED BY THE CITY ONLY AFTER ALL FEES HAVE BEEN PAID AND THE PERMIT HAS AN APPROVED MARICOPA COUNTY ENVIRONMENTAL SERVICES DUST PERMIT AND AN APPROVED STORM WATER POLLUTION PREVENTION PLAN ATTACHED. THE SWPPP SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS.
5. COPIES OF ALL PERMITS AND MOST RECENT APPROVED PLANS MUST BE RETAINED ON-SITE AND BE AVAILABLE FOR INSPECTION AT ALL TIMES. FAILURE TO PRODUCE THE REQUIRED PERMITS AND PLANS WILL RESULT IN IMMEDIATE SUSPENSION OF ALL WORK UNTIL PROPER PERMIT DOCUMENTATION AND/OR PLANS ARE OBTAINED. ALL OF THESE REQUIREMENTS APPLY TO ONSITE GRADING AND IMPROVEMENT PLANS.

### UTILITY COMPANIES — DATE SUBMITTED

| | | |
|---|---|---|
| ELECTRIC | ARIZONA PUBLIC SERVICE | 4/4/2024 |
| TELEPHONE | CENTURY LINKS | 4/4/2024 |
| CATV | COX COMMUNICATIONS | 4/4/2024 |
| WATER | CITY OF BUCKEYE | 4/4/2024 |
| RECLAIMED WATER | CITY OF BUCKEYE | 4/4/2024 |
| SEWER | CITY OF BUCKEYE | 4/4/2024 |

### SUMMARY OF QUANTITIES

| DESCRIPTION: | QUANTITY: | DESCRIPTION: | QUANTITY: |
|---|---|---|---|
| REMOVE EXISTING PUMP STATION | 1 LS | 2" 316 STAINLESS STEEL BALL VALVE (FPT) W/ 2" SS UNION (FPT) | 1 EA |
| REMOVE/ABANDON EXISTING RECLAIMED WATER VAULT & EQUIP. | 1 LS | 2" SCHEDULE 80 PVC NIPPLES (LENGTHS AS REQUIRED) | 10 LF |
| REMOVE EXISTING DUCTILE IRON PIPE AS REQUIRED | 32 LF | 1.25" SCHEDULE 40 GRAY PVC ELECTRICAL CONDUIT | 1,400 LF |
| REMOVE EXISTING PUMP YARD GATES | 1 LS | #14 AWG HYDROMETER CONDUCTORS (1 RED & 1 BLACK) | 700 LF EA |
| REMOVE EXISTING SHRUB | 1 EA | #14 AWG PUMP START RELAY CONDUCTORS (1 BLUE & 1 YELLOW) | 700 LF EA |
| SALVAGE EXISTING 2" BACKFLOW PREVENTER | 1 LS | #14 AWG 2-WIRE CONDUCTOR @P7354D TO 2" MV & FS | 700 LF |
| SALVAGE EXISTING 6"x8" FLANGED DUCTILE IRON REDUCER | 2 EA | GROUND ROD ASSEMBLY | 5 EA |
| SALVAGE EXISTING PUMP YARD FABRIC SHADE COVER | 1 LS | CALSENSE POC DECODER | 1 EA |
| 4" ABS PUMP FILTER DISCHARGE PIPE | 26 LF | ADJUSTABLE PIPE STAND | 1 EA |
| TWO-WAY CLEAN OUT ON FILTER DISCHARGE PIPE | 1 EA | TURF AND TURF IRRIGATION RESTORATION (SOD) | 4,215 SF |
| 3"-4" CLASS 150 DUCTILE IRON ENLARGEMENT (MJxMJ) | 1 EA | DG SALVAGE AND DRIP IRRIGATION RESTORATION (MATCH EXISTING) | 11,260 SF |
| 2" TYPE 'L' COPPER POTABLE WATER PIPE WITH WROUGHT FITTINGS | 25 LF | CONDUIT, SIZED PER PLANS, INCLUDING TRENCHING AND BACKFILL | 260 LF |
| 1" TYPE 'L' COPPER POTABLE WATER PIPE WITH WROUGHT FITTINGS | 8 LF | ETHERNET CABLES, CONDUCTORS, BOND WIRES, & SPLICES | 560 LF |
| 1" BRONZE QUICK COUPLER VALVE ASSEMBLY | 1 EA | #3-1/2 CONCRETE PULL BOX | 1 EA |
| 1" STAINLESS STEEL BALL VALVE ASSEMBLY (FPT) | 1 EA | #5 CONCRETE PULL BOX | 1 EA |
| INSTALL SALVAGED 2" BACKFLOW PREVENTER W/ NEW ENCLOSURE | 1 EA | MODIFICATIONS TO EXISTING 400 AMP 277/480V 3 PHS SES | 1 LS |
| RECLAIMED WATER WARNING SIGNS | 10 EA | 100 AMP 277/480V 3 PHS PANEL | 1 LS |
| 6" DEPTH 2,500 PSI CONCRETE PAD | 30 SF | 45kVA 480-120/208V 3 PHS STEP-DOWN TRANSFORMER | 1 LS |
| 3" DEPTH OF AGGREGATE BASE COURSE (ABC) | 210 SF | FERTIGATION PUMP CONTROL PANEL ELECTRICAL SERVICE | 1 LS |
| 3'-0" DUAL SWING GATES | 1 LS | MAIN PUMP CONTROL EQUIPMENT ELECTRICAL SERVICE | 1 LS |
| INSTALL SALVAGED PUMP YARD FABRIC SHADE COVER | 1 LS | WALL MOUNTED PUMP YARD LIGHT | 4 EA |
| 16"x16" FERTILIZER REFILL HOSE ACCESS PANEL | 1 LS | 20 AMP GFCI 120V RECEPTACLE | 6 EA |
| PUMP STATION SKID AND ALL APPURTENANCES | 1 LS | JUNCTION BOX & ELECTRICAL TERMINATIONS FOR PUMP EQUIPMENT | 5 EA |
| FERTILIZER INJECTION SYSTEM AND ALL APPURTENANCES | 1 LS | CONSTRUCTION SURVEY, STAKING, LINES & GRADES, AND AS-BUILTS | 1 LS |
| 8" DUCTILE IRON GATE VALVE ASSEMBLY (MJxMJ) | 1 EA | CONTRACTOR QUALITY CONTROL | 1 LS |
| 8" CLASS 350 CONCRETE LINED DUCTILE IRON PIPE | 20 LF | PUBLIC INFORMATION AND NOTIFICATION ALLOWANCE | 1 AL |
| 8" CLASS 350 DUCTILE IRON BELL ADAPTER WITH RESTRAINT | 1 EA | CITY OF BUCKEYE CONTROLLED ALLOWANCE | 1 AL |
| 8" CLASS 350 DUCTILE IRON 90° ELL | 2 EA | MOBILIZATION / DEMOBILIZATION | 1 LS |
| 8" CLASS 350 DUCTILE IRON 45° ELL | 2 EA | | |
| 8" CLASS 200 PURPLE PVC PIPE | 10 LF | | |
| INSTALL SALVAGED 8"x6" DUCTILE IRON REDUCER (FLANGED) | 2 EA | | |
| 6" NORMALLY CLOSED DUCTILE IRON HYDROMETER (FLANGED) | 1 EA | | |
| 6" LUG TYPE DUCTILE IRON BUTTERFLY VALVE W/ WHEEL ACTUATOR | 2 EA | | |
| 6" CLASS 350 DUCTILE IRON 90° ELL (FLANGED) | 1 EA | | |
| 6"x6"x2"FPT CLASS 350 DUCTILE IRON SERVICE TEE (FLANGED) | 1 EA | | |
| 6"x6"x1"FPT CLASS 350 DUCTILE IRON SERVICE TEE (FLANGED) | 1 EA | | |
| 6"x12" LENGTH CLASS 350 DUCTILE IRON SPOOL (FLANGED) | 1 EA | | |
| 2" NORMALLY OPEN BRONZE MASTER VALVE ASSEMBLY (FPT) | 1 EA | | |
| 2" PVC FLOW SENSOR ASSEMBLY (FPT) | 1 EA | | |
| 2" 316 STAINLESS STEEL BALL VALVE ASSEMBLY (FPT) | 1 EA | | |

### CITY OF BUCKEYE ENGINEER APPROVAL

DISCLAIMER:
THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS AND OMISSIONS.

BY: _____
CITY OF BUCKEYE ENGINEER — DATE

MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT (MCESD)
IRRIGATION SYSTEM ID#: 04-37-002

BY: _____
MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT — DATE

### AS-BUILT CERTIFICATION
I HEREBY CERTIFY THAT THE "AS - BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
ARIZONA REGISTERED LAND SURVEYOR — DATE

_____
ARIZONA REGISTRATION NUMBER

_____
TELEPHONE NUMBER

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (1-800-782-5348) Or Maricopa County: (602) 263-1100

MANAGING ENGINEERING / SURVEYOR | PROJECT COORDINATOR | DESIGN / LAYOUT: DRAFTED / CHECKED | FIELD SURVEY: DRAFTED / CHECKED | DRAWING SCALES

PLAN TYPE | ENGINEER INFORMATION

PROJECT: EARL EDGAR PARK
PUMP IMPROVEMENT PLANS
GENERAL COVER PAGE

COB PROJECT PLAN STICKER

REVISIONS:
1
2
3

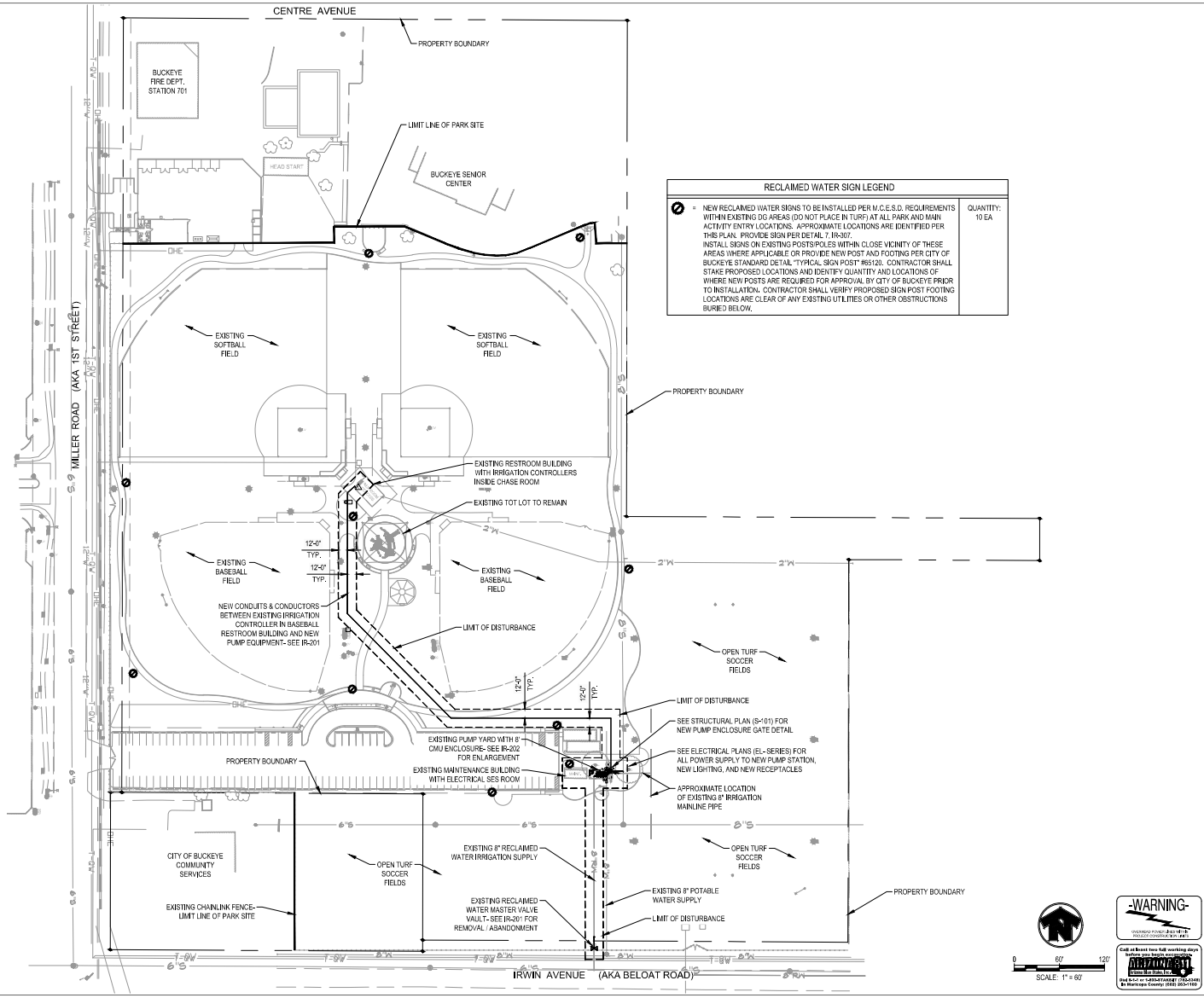
COB PERMITTING APPROVED SEAL | COB ENGINEERING APPROVED SEAL | SUBMITTAL: CONSTRUCTION DOCUMENTS

AS-BUILT SEAL | DESIGN SEAL




ORIGINAL PLAN DATE: 04/23/2024 | LATEST REVISION DATE
PROJECT NUMBER: 21.1569.004 | SHEET NUMBER: 1 OF 18
COB PLAN TRACKING #: | COB PERMIT #: ENGCIP-24-


PLOTTED BY: heath
DATE: 04/23/2024 4:48:07 PM
FILE: A:\21.1569.004\Cad\Sheets\GN-101.dwg




| RECLAIMED WATER SIGN LEGEND | |
|---|---|
| = NEW RECLAIMED WATER SIGNS TO BE INSTALLED PER M.C.E.S.D. REQUIREMENTS WITHIN EXISTING DG AREAS (DO NOT PLACE IN TURF) AT ALL PARK AND MAIN ACTIVITY ENTRY LOCATIONS. APPROXIMATE LOCATIONS ARE IDENTIFIED PER THIS PLAN. PROVIDE SIGN PER DETAIL 7, IR-307. INSTALL SIGNS ON EXISTING POSTS/POLES WITHIN CLOSE VICINITY OF THESE AREAS WHERE APPLICABLE OR PROVIDE NEW POST AND FOOTING PER CITY OF BUCKEYE STANDARD DETAIL "TYPICAL SIGN POST" #65120. CONTRACTOR SHALL STAKE PROPOSED LOCATIONS AND IDENTIFY QUANTITY AND LOCATIONS OF WHERE NEW POSTS ARE REQUIRED FOR APPROVAL BY CITY OF BUCKEYE PRIOR TO INSTALLATION. CONTRACTOR SHALL VERIFY PROPOSED SIGN POST FOOTING LOCATIONS ARE CLEAR OF ANY EXISTING UTILITIES OR OTHER OBSTRUCTIONS BURIED BELOW. | QUANTITY: 10 EA |

## CITY OF BUCKEYE NOTES

ALL CITY OF BUCKEYE GENERAL NOTES AND UTILITY NOTES ARE ACCESSIBLE ON THE CITY'S WEBSITE AT https://www.buckeyeaz.gov, UNLESS OTHERWISE ATTACHED.

REVISIONS:

1

2

3

PLAN NAME

EARL EDGAR PARK PUMP STATION IMPROVEMENTS

SITE PLAN & RECLAIMED WATER SIGNAGE PLAN

PRIME CONSULTANT INFORMATION

J2 Design

4848 E COTTON GIN LOOP SUITE 100 PHOENIX, AZ 85040 602-258-2021

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

SUBMITTAL: CONSTRUCTION DOCUMENTS

AS-BUILT SEAL

DESIGN SEAL

Registered Landscape Architect
Certificate No. 45439
AARON A. ALLAN
Date Signed 04/23/24
ARIZONA, U.S.A.

EXPIRES: 12/31/2024

ORIGINAL PLAN DATE: 4/23/2024

LATEST REVISION DATE

COB CONTRACT NO.: 2022003.21 T/O 3

SHEET NUMBER: 2 OF 18

GN-102

COB PLAN TRACKING #

COB PERMIT #: ENGCIP-24-

FILE:P:\211569.004\J2Cad\Sheets\1569.004-GN100.dwg DATE: 04/24/2024 5:03:50 PM CTB: B-W.ctb PLOTTED BY: kwalin

## IRRIGATION GENERAL NOTES

1. THE QUANTITIES AND CONDITIONS SHOWN ON THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY THE ACTUAL QUANTITIES AND SITE CONDITIONS PRIOR TO BIDDING THE WORK.
2. PRIOR TO ANY WORK, THE CONTRACTOR SHALL PERFORM A SURVEY TO ESTABLISH THE OWNER RIGHT OF WAY AND WORK LIMITS.
3. PRIOR TO COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL CONTACT ARIZONA BLUE STAKE (811) TO VERIFY LOCATIONS OF UNDERGROUND UTILITIES AND LOCATE PRIVATE UTILITIES. THAT MAY BE AFFECTED BY THIS WORK AND SHALL BE RESPONSIBLE FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF THE WORK.
4. READ PLANS AND PROJECT SPECIFICATIONS THOROUGHLY TO BECOME FAMILIAR WITH THE INSTALLATION DETAILS, MATERIALS, AND METHODS FOR THIS AND RELATED WORK PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM DAMAGE THROUGHOUT CONSTRUCTION. ANY ADJACENT PROPERTY DAMAGE CAUSED BY CONTRACTOR SHALL BE RESTORED TO EXISTING CONDITIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ALL PERMITS REQUIRED TO COMPLETE THE WORK COVERED BY THESE PLANS.
7. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS, CODES AND REGULATIONS APPLICABLE TO THE WORK COVERED BY THESE PLANS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, COORDINATION AND SEQUENCING DURING CONSTRUCTION UNLESS SPECIFICALLY ADDRESSED OTHERWISE IN THESE PLANS AND SPECIFICATIONS.
9. ONCE CONSTRUCTION OPERATIONS HAVE COMMENCED, IT IS THE INTENTION OF THIS PROJECT THAT THE JOB SITE BE FULLY MANNED/STAFFED UNTIL THE COMPLETION OF THE WORK WITHOUT GAPS IN PROGRESS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPENSATING THE OWNER FOR ANY DEVIATION BY THE CONTRACTOR FROM THESE PLANS AND SPECIFICATIONS OR DUE TO ERRORS, FAULTY MATERIAL OR FAULTY WORKMANSHIP.
11. ALL MATERIALS UTILIZED ON THIS PROJECT ARE INTENDED TO BE NEW AND OF THE BEST GRADE AVAILABLE, NO USED, SALVAGED, RECLAIMED, OR SECONDS WILL BE ACCEPTED UNLESS SPECIFICALLY NOTED OTHERWISE IN PLANS.
12. THE CONTRACTOR SHALL VERIFY AND ACCEPT ALL SITE CONDITIONS AND ROUGH GRADES PRIOR TO STARTING ANY WORK. ALL DRAINAGE FLOWS SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING CONSTRUCTION AND SHALL ACQUIRE A DUST CONTROL PERMIT FROM MARICOPA COUNTY. ALL COST ASSOCIATED WITH DUST CONTROL AND PERMITS IS CONSIDERED INCIDENTAL TO THE PROJECT.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF STATE, COUNTY, AND CITY SALES TAXES.
15. THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES AND ANY JURISDICTION OR AGENCY ISSUING PERMITS FOR ANY WORK INCLUDED IN THE PROJECT FROM ALL SUITS, INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION. ACTIONS, LOSS DAMAGE, EXPENSE, COST OR CLAIMS OF ANY CHARACTER OR NATURE ARISING OUT OF THE WORK DONE IN FULFILLMENT OF THE TERMS OF THESE PLANS OR SPECIFICATIONS, OR FROM ANY CLAIM OR ACT UNDER THE WORKMAN'S COMPENSATION LAW, OR ARISING OUT OF THE CONTRACTOR TO CONFORM TO ANY SUITS, REGULATION, LAW OR COURT DECREE.
16. CONTRACTOR SHALL VERIFY INSTALLATION CONDITIONS PRIOR TO START OF CONSTRUCTION.
17. THE CONTRACTOR SHALL PROVIDE IRRIGATION COVERAGE TO ALL PLANT MATERIAL.
18. INSTALL ALL IRRIGATION PIPE AND EQUIPMENT PER PLAN DETAILS, PROJECT SPECIFICATIONS, AND MANUFACTURERS' INSTRUCTIONS.
19. INSTALL ALL MAINLINE PIPES AT THE MINIMUM COVER DEPTHS NOTED ON THE TRENCHING DETAIL.
20. ALL PVC FITTINGS FOR MAINLINE PIPES 3" AND SMALLER SHALL BE SCHEDULE 80 PVC SOLVENT WELD FITTINGS. FITTINGS FOR MAINLINES 4" AND LARGER SHALL BE EPOXY COATED DUCTILE IRON WITH RESTRAINT SYSTEM CAST WITHIN THE FITTINGS.
21. INSTALL ALL TURF & DRIP LATERAL PIPES WITH 12" MINIMUM COVER.
22. ALL PVC FITTINGS FOR TURF & DRIP LATERALS SHALL BE SCHEDULE 40 PVC SOLVENT WELD FITTINGS.
23. INSTALL ALL PIPE & WIRE SLEEVES AT DEEPEST PIPE DEPTH IN TRENCH OR AT 36" MINIMUM COVER WHEN UNDER VEHICULAR DRIVING SURFACES.
24. ELECTRICAL CONTRACTOR SHALL PROVIDE POWER SOURCE FOR IRRIGATION CONTROLLERS PER ELECTRICAL PLANS.
25. SEE ELECTRICAL PLANS FOR ETHERNET COMMUNICATIONS AND ASSOCIATED CONDUITS TO PUMP STATION CONTROL PANEL.
26. ALL IRRIGATION SYSTEM WATER ON THIS PROJECT IS TO BE CONSIDERED RECLAIMED WATER. ALL PIPE COLORS, VALVE BOX LID COLORS AND SIGNAGE SHALL BE CONSISTENT WITH RECLAIMED WATER STANDARDS AND REGULATOR REQUIREMENTS.
27. ALL EXISTING NON-POTABLE WATER SIGNAGE SHALL BE REMOVED AND REPLACED WITH NEW RECLAIMED WATER SIGNAGE CONSISTENT WITH MARICOPA COUNTY RECLAIMED WATER STANDARDS AND REGULATORY REQUIREMENTS.
28. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING IRRIGATION SYSTEM DAMAGED DURING CONSTRUCTION, AND SHALL REPAIR THE EXISTING SYSTEM WITHIN 48 HOURS.

## EMITTER NOTES:

1. INSTALL MULTI-PORT EMITTERS WITH FLOWS AND QUANTITIES OF EMITTER TUBES TO EACH PLANT PER 'EMITTER LEGEND' ON IR-102.
2. INSTALL ALL EMITTER TUBES UP SLOPE FROM PLANT MATERIAL.
3. INSTALL EMITTERS PER PLAN DETAILS.
4. USE RIGID 3/4" SCHEDULE 40 PVC AS DRIP LATERAL PIPES UNLESS SPECIFICALLY NOTED OTHERWISE IN PLANS. USE SCHEDULE 40 PVC SOLVENT WELD FITTINGS ONLY FOR ALL PVC LATERAL PIPE FITTINGS.
5. CONTRACTOR MAY INSTALL RIGID 1/2" SCHEDULE 40 PVC EMITTER LATERAL PIPES (NOT SHOWN IN PLANS) AS REQUIRED AT A MAXIMUM ACCUMULATIVE LENGTH OF 15'-0" FROM THE ½" DRIP LATERAL PIPES (SHOWN IN PLANS) TO DESIRED MULTI-PORT EMITTER LOCATIONS. NO MEASUREMENT OR PAYMENT WILL BE MADE FOR THE 1/2" PVC PIPE AS THE COST IS CONSIDER INCIDENTAL.
6. EMITTER TUBES (DISTRIBUTION TUBING) SHALL BE VINYL MATERIAL SIZED AS REQUIRED TO FIT THE APPROVED EMITTER TYPE AND EACH TUBE SHALL NOT EXCEED 10'-0" IN LENGTH. EMITTER TUBES SHALL BE BURIED A MINIMUM OF 2" BELOW FINISH GRADE OF SOIL (NOT FINISH GRADE OF DG) AND SHALL NOT BE INSTALLED WHERE TUBES ARE PINCHED OR KINKED RESULTING IN RESTRICTED FLOW. ALL TUBES SHALL BE INSTALLED WITH ENDS OF TUBES LOCATED PER INSTALLATION DETAILS WITH ALL ENDS OF TUBES EXPOSED AND CUT AT 1" - 2" ABOVE THE FINISH GRADE OF SURFACE MATERIAL (DG, RIP-RAP, OR TURF).
7. INSTALL FLUSHING END CAPS AT ENDS OF DRIP LATERAL PIPES AS SHOWN PER PLANS. INSTALL ALL FLUSHING END CAPS IN A MINIMUM 10" DIA. CIRCULAR VALVE BOX WITH T-STYLE BOLT DOWN COVERS. A MAXIMUM OF TWO FLUSHING END CAPS MAY SHARE A SINGLE VALVE BOX IF THEY ARE LOCATED WITHIN CLOSE PROXIMITY IN PLANS.
8. INSTALL ALL EQUIPMENT PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS AND PROVIDE 100% WATER COVERAGE TO ALL PLANTS.

## IRRIGATION CONTRACTOR NOTES:

1. THE IRRIGATION CONTRACTOR SHALL RECOGNIZE THAT THESE PLANS ARE DIAGRAMMATIC. THE FOLLOWING SHOULD BE NOTED:
   A. IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE PLANTING AREAS FOR CLARITY PURPOSE ONLY. AVOID CONFLICTS BETWEEN THE IRRIGATION SYSTEM AND THE PLANT MATERIALS, UTILITIES, HARDSCAPE, & ARCHITECTURAL FEATURES. INSTALL IRRIGATION PIPE AND WIRING IN LANDSCAPE AREAS WHENEVER POSSIBLE.
   B. USE ONLY STANDARD TEES AND ELBOW FITTINGS. USE OF CROSS TYPE FITTINGS ARE NOT PERMITTED REGARDLESS IF PIPES ARE DRAWN IN PLANS AS A CROSS.
2. THE IRRIGATION CONTRACTOR SHALL INSTALL THE IRRIGATION SYSTEM TO SUPPLY 100% WATER COVERAGE TO ALL LANDSCAPE PLANT MATERIAL AND SHALL MAKE ALL FIELD ADJUSTMENTS AS NECESSARY REGARDING TURF NOZZLE SELECTIONS AND ADJUSTMENTS TO HEAD LOCATIONS IN ORDER TO PROVIDE EQUAL HEAD-TO-HEAD COVERAGE TO ALL TURF AREAS AND ENSURE THE PROPER FUNCTIONING OF THE IRRIGATION SYSTEM AS INTENDED.
3. ALL EXACT QUANTITIES OF EQUIPMENT REMAIN THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR AND THEY SHALL PROVIDE OWN MATERIALS TAKE OFF LIST.
4. DO NOT PROCEED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM WHEN IT IS OBVIOUS IN THE FIELD THERE ARE OBSTRUCTIONS/DISCREPANCIES THAT WILL NOT ALLOW CONSTRUCTION TO BE COMPLETED PER PLANS, DETAILS, OR SPECIFICATIONS OR WHEN CONTRACTOR BELIEVES WHAT IS PRESENTED IN THE PLANS, DETAILS, OR SPECS WILL NOT RESULT IN PROPER DESIRED RESULTS AND WORKING CONDITIONS. BRING ALL SUCH OBSTRUCTIONS/DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE IMMEDIATELY ONCE DISCOVERED.
5. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF ALL IRRIGATION SLEEVES AND SHALL COORDINATE INSTALLATION OF SLEEVES WITH OTHER TRADES. SLEEVES ARE REQUIRED FOR BOTH PIPING AND ELECTRICAL CONTROL WIRING AT HARDSCAPE CROSSINGS. ANY IRRIGATION PIPES OR WIRES BENEATH INSTALLED HARDSCAPE WHERE REQUIRED SLEEVE WAS NOT INSTALLED SHALL BE INSTALLED USING DIRECTIONAL BORING METHOD BY THE IRRIGATION CONTRACTOR.
6. ALL LABOR, MATERIALS, FEES, & PERMITS TO CONNECT THE ELECTRICAL POWER TO THE NEW IRRIGATION CONTROL SYSTEM IS TO BE PROVIDED BY THE CONTRACTOR AND SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE AND ALL APPLICABLE LOCAL ELECTRIC UTILITY CODES.

## VALVE BOX NOTES:

1. ALL VALVE BOX BODIES & COVERS COLORS TO BE CONSISTENT WITH RECLAIMED WATER STANDARDS AND REGULATORY REQUIREMENTS. ALL BOXES SHALL BE SUPPLIED WITH T-STYLE BOLT DOWN COVERS AND STAINLESS STEEL WASHER & BOLT (EXCEPT EMITTER BOXES).
2. EMBOSS VALVE BOX COVERS WITH 2" STENCIL LETTERS/ NUMBERS NOTING THE FOLLOWING:
   A. 'MV1' = LARGE MASTER VALVES
   B. 'MV2' = SMALL BYPASS MASTER VALVES
   C. 'FM1' = LARGE FLOW METERS
   D. 'FM2' = SMALL BYPASS FLOW METERS
   E. 'A##' = REMOTE CONTROL VALVES: CONTROLLER LETTER & STATION NUMBER AS NOTED PER VALVE KEYS IN PLANS
   F. 'GV' = ISOLATION GATE VALVE (2 1/2" & LARGER)
   G. 'BV' = ISOLATION BALL VALVE (2" & SMALLER)
   H. 'AR' = AIR RELIEF VALVE
   I. 'QC' = QUICK COUPLER
   J. 'FV' = LATERAL END FLUSH VALVE
   K. 'WS' = WIRE SPLICE
   L. 'GR' = GROUND ROD

## WIRING NOTES:

1. ALL CONVENTIONAL CONTROL WIRES SHALL BE TYPE UF & TWU IN ACCORDANCE TO NATIONAL ELECTRIC CODE FOR OPERATION AT A POTENTIAL OF 600 VOLTS OR LESS AND AT A TEMPERATURE OF 75°C OR LESS. LISTED BY UL, ETL, OR CSA. CONDUCTORS SHALL BE OF SOFT DRAWN BARE COPPER MEETING THE REQUIREMENTS OF ASTM SPECIFICATION B-3 OR B-8. TEMPERATURE RATING OF -10°C + 75°C. INSULATION SHALL BE POLYVINYL CHLORIDE RATED TO 75°C CONFORMING TO UL STANDARDS 493 AND 83. INSULATION SHALL BE MARKED WITH MANUFACTURER'S NAME, VOLTAGE RATING, SIZE AND TYPE, LISTING FILE NUMBERS, RoHS. ALL CABLES SHALL BE TESTED PHYSICALLY AND ELECTRICALLY IN ACCORDANCE WITH UL STANDARD 493 AND 83. IT SHOULD ALSO BE TESTED TO CSA RULE C.22.2 NO. 75. ALL REELS AND CARTONS BEAR LISTING LABELS.
2. ALL COMMON AND SPARE WIRES SHALL BE #12 GAUGE SOLID WIRE. ALL CONTROL WIRES SHALL BE #14 GAUGE SOLID WIRE. DIFFERENT COLORS SHALL BE USED TO IDENTIFY WHICH CONTROLLER WIRES ARE ASSOCIATED WITH AS FOLLOWS.
   - CONTROLLER 'E': #14 AWG CONTROL WIRES = SOLID RED COLOR
     #12 AWG COMMON WIRES = WHITE WITH RED STRIPE
     #12 AWG SPARE WIRES = SOLID GREEN COLOR
   - CONTROLLER 'F': #14 AWG CONTROL WIRES = SOLID BLUE COLOR
     #12 AWG COMMON WIRES = WHITE WITH BLUE STRIPE
     #12 AWG SPARE WIRES = SOLID PURPLE COLOR

   *NOTE- OTHER COLORS MAY BE ACCEPTABLE DEPENDING ON AVAILABILITY. HOWEVER THEY MUST HAVE CONTRASTING COLOR BETWEEN THE TWO SETS.
3. 2-WIRE PATH TO POC DECODERS SHALL BE PAIGE SPEC #P7354D HUNTER REGENCY JACKETED DECODER CABLE WITH RED & BLUE COLOR #14 AWG SOLID COPPER 2-CONDUCTOR IN YELLOW JACKET COLOR (#170801YL) TO MV1 & FM1 AND IN ORANGE JACKET COLOR (#170801OG) TO MV2 & FM2. MAXIMUM 2-WIRE RUN SHALL NOT EXCEED 7,000 LF. ENTIRE RUN OF 2-WIRE PATH SHALL BE INSTALLED WITHIN 1.25" SCHEDULE 40 PVC GRAY COLOR ELECTRICAL CONDUIT. MAXIMUM DISTANCE BETWEEN STATION DECODER AND VALVE SHALL NOT EXCEED 100 LF, OR 10 LF POC DECODER AND MASTER VALVE & FLOW METERS. ONE POC DECODER SERVICES ONE MASTER VALVE & ONE FLOW METER.
4. CONTROLLERS SHALL BE HARDWIRED TOGETHER USING PAIGE SPEC #P7171D SHIELDED COMMUNICATION CABLE 18 AWG/2 PAIRS WITH DRAIN WIRE. INSTALL CABLE IN CONDUIT- FLEXIBLE CONDUIT IS ACCEPTABLE.
5. TWO SPARE #12 AWG WIRES SHALL BE ROUTED CONTINUOUSLY FROM CONTROLLER PANEL TO FURTHEST REMOTE CONTROL VALVES OPERATED BY THAT CONTROLLER. WIRES SHALL ENTER WITH MINIMUM OF 3' COILED EXCESS PROVIDED AT EVERY REMOTE CONTROL VALVE BOX OPERATED BY THAT CONTROLLER UNTIL TERMINATING AT FURTHEST CONTROL VALVE LOCATION. DO NOT CUT OR SPLICE SPARE WIRES INSIDE VALVE BOXES.
6. CONVENTIONAL CONTROL WIRES SHALL BE DIRECT BURY INSTALLED ADJACENT TO AND AT BOTTOM BASE OF MAINLINE PIPES. WIRES SHALL BE INSTALLED IN SCHEDULE 40 PVC WIRE SLEEVES AT ALL HARDSCAPE CROSSINGS WHERE MAINLINE PIPES ARE SLEEVED. SEE PLANS FOR LOCATIONS AND WIRE SLEEVE SIZES.
7. ALL WIRE CONNECTORS SHALL BE 3M SCOTCH CAST #3570G-N CONNECTORS WITH WIRE NUT ONLY. ALL UNUSED DECODER AND SPLICE WIRES MUST GET A CONNECTOR PACK.
8. 2-WIRE PATH REQUIRES GROUNDING EVERY 300 LF WITH ONE 5/8" x 8'-0" COPPER CLAD GROUNDING ROD, #12 AWG SOLID COPPER WIRE CONNECTED TO THE DECODER GREEN GROUND WIRE. #6 AWG SOLID COPPER WIRE IS REQUIRED FROM THE COPPER ROD TO THE FIELD COMMON (WHITE WIRES IN BLACK HARNESS) OF THE CONTROLLER.
9. EACH CONTROLLER MUST BE GROUNDED INDIVIDUALLY FROM CONTROLLER GROUND LUG TO 5/8" x 8'-0" COPPER CLAD GROUND ROD LOCATED A MINIMUM OF 9' DISTANCE FROM CONTROLLER AND CONTROL WIRE / 2-WIRE PATHS.
10. ALL GROUND RODS SHALL BE INSTALLED WITHIN 10" ROUND CARSON #910 TAN COLOR VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH "GR" IN 2" STENCIL LETTERS.
11. WIRES SHALL NOT BE SPLICED BETWEEN EQUIPMENT UNLESS ABSOLUTELY NECESSARY. WHEN NECESSARY, SPLICES MUST OCCUR INSIDE SPLICE BOXES (VALVE BOXES) SIZED ACCORDINGLY TO EASILY ACCESS SPLICES. EACH END OF SPLICES SHALL BE LABELED WITH ASSOCIATED STATION NUMBER.
12. ALL 24 VOLT CONTROL WIRE CONNECTIONS ARE TO BE MADE WITH 3M SCOTCHCAST CONNECTOR SEALING PACK #3570G-N WATERPROOF WIRE CONNECTORS OR AS REQUIRED BY CONTROLLER MANUFACTURER.

-WARNING-
OVERHEAD POWER LINES NEAR WORK PROJECT CONSTRUCTION AREA

Call at least two full working days before you begin excavation
811 or 1-800-STAKE-IT (782-5348)
Arizona Blue Stake, Inc.
Stop & Call or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

REVISIONS:
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2
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PLAN NAME
EARL EDGAR PARK PUMP STATION IMPROVEMENTS
IRRIGATION GENERAL NOTES

PRIME CONSULTANT INFORMATION
J.P. Design
4845 E COTTON GIN LOOP, SUITE 102 PHOENIX, AZ 85040 (602) 276-2220

| COB PERMITTING APPROVED SEAL | COB ENGINEERING APPROVED SEAL | SUBMITTAL: CONSTRUCTION DOCUMENTS |
|---|---|---|
| AS-BUILT SEAL | DESIGN SEAL (#5439 AARON A. ALLAN, Registered Landscape Architect, EXPIRES: 12/31/2024) | |
| ORIGINAL PLAN DATE: 4/23/2024 | LATEST REVISION DATE | COB PLAN TRACKING # |
| COB CONTRACT NO.: 2022003.21 T/O 3 | SHEET NUMBER: 3 OF 18 IR-101 | COB PERMIT #: ENGCIP-24- |

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## IRRIGATION LEGEND

| DETAIL | SYMBOL | DESCRIPTION | REMARKS | QUANTITIES |
|---|---|---|---|---|
| 1 IR-301 IR-302 IR-303 | NO SYMBOL- SEE PLANS | IRRIGATION PUMP STATION ASSEMBLY | MUNRO PUMP SYSTEMS BOOSTER PUMP SKID WITH VERTICAL MULTI-STAGE PUMPS CAPABLE OF MAX. FLOW OF 500 GPM @ 25 PSI BOOST IN ADDITION TO THE EXISTING RECLAIMED INLET PRESSURE OF ±85 PSI TO PROVIDE ±110 PSI DISCHARGE BOOST TO IRRIGATION SYSTEM. SYSTEM UTILIZES TWO MAIN 7.5 HP PUMPS AT 250 GPM EACH WITH VARIABLE FREQUENCY DRIVE (VFD) & ALTERNATING START, 6" BASKET STRAINER AT PUMP INLET, TWO 6" STAINLESS STEEL FILTERS, 6" SYSTEM BYPASS, & 6" MAG METER. SKID MATERIAL SHALL BE PRIMED & PAINTED CARBON STEEL AND ALL PIPING SHALL BE 316 STAINLESS STEEL. SYSTEM SHALL BE PAINTED RECLAIMED WATER PURPLE COLOR. PROVIDE TWO (2) ETHERNET CAT 5 CABLES FROM CELLULAR MODEM TO PUMP CONTROL PANEL IN TYPE 4 RATED CONDUIT FOR REMOTE PUMP CONTROL CAPABILITIES- SEE ELECTRICAL PLANS FOR CELLULAR MODEM, ETHERNET CABLES IN CONDUIT, & POWER SUPPLY TO PUMP SYSTEM. | 1 LS |
| N/A | NO SYMBOL- SEE PLANS | FERTIGATION INJECTION SYSTEM | WERECON FERTIGATION INJECTION SYSTEM- FERTILIZER ONLY: #GS8 CONTROLLER WITH 120 VAC POWER. #WI 8.5 GPH 150 PSI TANK MOUNTED PUMP UNIT WITH 120 VAC POWER. STANDARD VERTICAL 500 GALLON STORAGE TANK. ALL HOSES AND INJECTION QUILL ARE PROVIDED BY FERTIGATION MANUF.. PROVIDE ONE (1) ETHERNET CAT 5 CABLE FROM CELLULAR MODEM TO FERTIGATION CONTROL PANEL IN CONDUIT FOR REMOTE CONTROL CAPABILITIES- SEE ELECTRICAL PLANS FOR CELLULAR MODEM, ETHERNET CABLES IN CONDUIT, & POWER SUPPLY TO FERTIGATION EQUIPMENT. | 1 EA |
| 1 IR-304 1 IR-307 | | POC (POINT OF CONNECTION) ASSEMBLY- 6" HIGH FLOW & 2" BYPASS MASTER VALVE & FLOW METER ASSEMBLIES | 6" HYDROMETER: NETAFIM #LHM6EM11AAFMEL NORMALLY CLOSED GLOBE VALVE WITH SOLENOID CONTROL, DIGITAL (ER) REGISTER (1 PULSE PER GALLON, 1 GALLON PER PULSE), DOUBLE CHAMBERED VALVE. POLYESTER COATED CAST IRON BODY RATED TO 235 PSI, & FLANGED FITTINGS. CAPABLE OF READING FLOWS WITHIN 2% ACCURACY AT 198 - 660 GPM. INSTALL ABOVE GRADE PER DETAIL 1 ON IR-304. | 1 EA |
| | | | 2" MASTER VALVE: SUPERIOR #3300200RW NORMALLY OPEN MASTER VALVE WITH RECLAIMED HANDLE OPTION, BRONZE GLOBE STYLE BODY RATED TO 200 PSI WITH DUAL CHAMBER DESIGN TO PROVIDE NO MINIMUM FLOW CAPABILITY. 24 VAC SOLENOID CONTROL, EPDM DIAPHRAGM, & FEMALE NPT THREADED CONNECTIONS; CHRISTY'S PURPLE COLOR MAXI SIZE ID TAG #ID.MAX.P1.RC.008 WITH SINGLE SIDED BHLINGUAL WARNING AND BLANK ON OTHER TO WRITE LETTERS "MV". CONNECT TO TWO STANDARD #14 AWG WIRES IN 1.25" CONDUIT BACK TO EXISTING CALSENSE CONTROLLER; MOUNT CALSENSE 2-WIRE POC DECODER #CS-2W-POC TO SIDE OF BOX AND ROUTE WIRES TO FLOW SENSOR BOX THROUGH 3/4" SCH 40 PVC CONDUIT. INSTALL IN CARSON #1419 x 18" DEPTH PURPLE VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH 2" LETTERS "MV" PER DETAIL 1 ON IR-304 & DETAIL 1 ON IR-307. | 1 EA |
| | | | 2" FLOW SENSOR: FLOMEC #OS2-20-S-P 2" PVC TEE HOUSING INSERTION STYLE FLOW SENSOR CAPABLE OF READING FLOWS AT 0.92 - 138 GPM. INSTALL VALVE AT 45° ANGLE TO PIPE PER MANUF. SPECIFICATIONS; CONNECT TO CALSENSE 2-WIRE POC DECODER #CS-2W-POC INSTALLED IN MASTER VALVE BOX. INSTALL IN CARSON #910 10" ROUND x 18" DEPTH PURPLE VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH 2" LETTERS "MV" PER DETAIL 1 ON IR-304 & DETAIL 1 ON IR-307. | 1 EA |
| 2 IR-307 | | ISOLATION BALL VALVE ASSEMBLY | LEEMCO 316 STAINLESS STEEL#LBT-22SS316 CLASS 125 FULL PORT BALL VALVE RATED TO 1,000 PSI WORKING PRESSURE (FPTxFPT); LEEMCO 316 STAINLESS STEEL UNION #020-UNION-316 RATED TO 300 PSI WORKING PRESSURE (FPTxFPT); INSTALL IN CARSON #910-18 PURPLE VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH 2" LETTERS "BV" | 1" = 1 EA 2" = 1 EA 2" W/O BOX= 1 EA |
| 3 IR-307 | | GATE VALVE ASSEMBLY | 8" ISOLATION GATE VALVE: AMERICAN FLOW CONTROL 2500 SERIES AWWA C-509 RESILIENT WEDGE GATE VALVE WITH EPOXY COATED DUCTILE IRON BODY RATED TO 250 PSI SIZED TO MATCH LINE SIZE (2.5" & LARGER ONLY); INSTALL IN CARSON #910 PURPLE VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH 2" LETTERS "GV" | 1 EA |
| 4 IR-307 | | QUICK COUPLER VALVE ASSEMBLY (POTABLE WATER) | 1" HUNTER #HQ-44RC TWO PIECE BRASS BODY QUICK COUPLER; 1" HUNTER #HS-I-1-2-S-2-12 SWING JOINT WITH SHORT SPIGOT INLET, 1" BRASS NPT SNAPLOK, SINGLE TOP-OUT, & 12" LAY ARM. PROVIDE ONE OF THE FOLLOWING TO CITY: VALVE KEY #HK-44 AND 1" INLET WITH 3/4" HOSE THREAD OUTLET SWIVEL #HS1. INSTALL IN CARSON #910 ROUND 10" DIA. TAN COLOR VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH 2" LETTERS "QC" | 1 EA |
| 1 IR-304 | NO SYMBOL- SEE PLANS | ISOLATION BUTTERFLY VALVE | 6" NIBCO #LD-2122 ISOLATION BUTTERFLY VALVE- LUG TYPE, EPOXY COATED DUCTILE IRON BODY, STAINLESS STEEL DISC, BUNA-N CARTRIDGE SEAT LINER, & WHEEL ACTUATION RATED TO 200 PSI WORKING PRESSURE | 2 EA |
| 4 IR-302 | | RELOCATE SALVAGED BACKFLOW PREVENTER PER COB STANDARD DETAILS #31353 & #31358 | REMOVE & SALVAGE EXISTING 2" REDUCED PRESSURE BACKFLOW PREVENTER AND CONNECT PIPES WHERE REMOVED. REINSTALL SALVAGED BACKFLOW SOUTH OF PUMP YARD ENCLOSURE BY TAPPING INTO EXISTING 2" SUPPLY PIPE TO OLD BACKFLOW AND ROUTE NEW PIPE TO NEW LOCATION AND RETURN NEW DISCHARGE PIPE BACK TO SAME EXISTING 2" PIPE AS SHOWN PER PLANS. ALL NEW PIPE FOR BACKFLOW REMOVAL AND INSTALLATION SHALL BE 2" TYPE 'L' COPPER PIPE. CONTRACTOR TO PROVIDE 4" DEPTH 2,500 PSI CONCRETE BACKFLOW PAD (PAD SHALL EXTEND 4" BEYOND EDGE OF NEW ENCLOSURE CAGE IN ALL DIRECTIONS). INSTALL BACKFLOW INSIDE NEW GUARDSHACK TALL ENCLOSURE #GS-M1 HINGED WITH GATE 16"Wx37"Hx18"L POWDER COATED RECLAIMED WATER PURPLE COLOR BY MANUF. WITH LOCK SHIELD BRACKETS. CONTRACTOR SHALL HAVE REINSTALLED BACKFLOW RE-CERTIFIED BY APPROVED BACKFLOW INSPECTOR. | RELOCATE SALVAGED BACKFLOW W/ NEW PAD & CAGE: 1 EA |
| 2 IR-304 | NO SYMBOL- SEE DETAIL | IRRIGATION MAINLINE BLOWOUT VALVE ASSEMBLY | 6"x6"x1" FPT CLASS 350 DUCTILE IRON SERVICE TEE WITH 1" - 3/4" BRASS REDUCER, BRASS FPT NIPPLES, & 3/4" BRASS FPT CAP | 1 EA |
| 5 IR-307 | | GROUND ROD ASSEMBLY | 5/8" x 8'-0" COPPER CLAD GROUND ROD WITH #6 SOLID COPPER GROUND WIRE TO PUMP CONTROL PANEL, EACH PUMP MOTOR (INDIVIDUAL GROUNDS PER EACH MOTOR), AND PUMP SKID PER PUMP MANUFACTURER'S SPECIFICATIONS; CARSON #910 ROUND 10" DIA. TAN COLOR VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH 2" LETTERS "GR". GROUND WIRE SHALL BE EXOTHERMICALLY WELDED TO ROD | 5 EA |
| MAG STD DTL #440-2 | | PUMP FILTER DISCHARGE PIPE TWO-WAY CLEANOUT | INSTALL TWO-WAY CLEAN-OUT ON 4" ABS PUMP FILTER DISCHARGE PIPE LOCATED OUTSIDE OF PUMP YARD ENCLOSURE AND MAKE CONNECTION OF 4" DISCHARGE PIPE TO EXISTING 8" SEWER PIPE PER MAG STANDARD DETAIL #440-2 | CLEAN-OUT= 1 EA CONNECTION= 1 EA |
| 3,4,&6 IR-306 | 8"DI | DUCTILE IRON PIPE | 8" CLASS 350 CONCRETE LINED DUCTILE IRON PIPE WITH FLANGED CONNECTIONS WHEN ABOVE GRADE OR MECHANICAL JOINT CONNECTIONS WHEN BELOW GRADE; PRIME & PAINT ALL EXPOSED RAW D.I. RECLAIMED WATER PURPLE COLOR; ALL D.I. PIPE AND/OR FITTINGS INSTALLED BELOW GRADE SHALL BE WRAPPED IN PURPLE POLYETHYLENE PIPE WRAP PER MAG SECTION 610.6.1 | 20 LF |
| 6 IR-306 | 8" | IRRIGATION MAINLINE PIPE | 8" CLASS 200 SDR 21 PURPLE COLOR PVC IRRIGATION MAINLINE PIPE WITH DUCTILE IRON FITTINGS; ALL D.I. FITTINGS INSTALLED BELOW GRADE SHALL BE WRAPPED IN PURPLE POLYETHYLENE PIPE WRAP PER MAG SECTION 610.6.1 | 10 LF |
| 6 IR-306 | 4"ABS | PUMP FILTER DISCHARGE PIPE | 4" CLASS 'C' ABS SEWER PIPE WITH 4'-3" DUCTILE IRON REDUCER FOR PUMP FILTER DISCHARGE INSTALLED AT 18" MIN. DEPTH WITH MINIMUM 2% DESCENDING SLOPE TO CONNECTION AT EXISTING 8" SEWER PIPE | 130 LF |
| 5 & 6 IR-306 | X"CU | COPPER POTABLE WATER PIPE | 1" & 2" TYPE 'L' HARD COPPER PIPE WITH WROUGHT CONNECTIONS. 2" PIPE USED FOR INSTALLATION OF SALVAGED BACKFLOW PREVENTER AND FOR CONNECTION OF EXISTING PIPES WHERE EXISTING BACKFLOW IS REMOVED & 1" PIPE USED FOR STUB-OUT TO 1" ISOLATION BALL VALVE AND QUICK COUPLER ASSEMBLY | 1" = 8 LF 2" = 25 LF |
| 6 IR-306 | 1.25"C | 1.25" ELECTRICAL CONDUIT | 1.25" SCHEDULE 40 PVC GRAY COLOR ELECTRICAL CONDUIT CONTAINING CONTROL WIRES PER 'IRRIGATION PLAN' ON IR-201. NOTE: TWO 1.25" ELECTRICAL CONDUITS ARE IN SAME TRENCH= PROVIDED QUANTITY IS OF OVERALL LINEAL FEET OF ALL CONDUITS | 1,400 LF |

IRRIGATION EQUIPMENT NOTES:

1. ALL DUCTILE IRON PIPE SHALL BE CLASS 350 CONCRETE LINED PIPE.
2. ALL DUCTILE IRON FITTINGS AND CONNECTIONS SHALL BE RATED TO 350 PSI MINIMUM AT 73 DEGREES FAHRENHEIT.
3. ALL RAW DUCTILE IRON PIPE & FITTINGS EXPOSED ABOVE GRADE SHALL BE PRIMED AND PAINTED RECLAIMED WATER PURPLE COLOR TO CLOSELY MATCH PUMP STATION COLOR.
4. ALL DUCTILE IRON PIPE & FITTINGS INSTALLED BELOW GRADE SHALL BE WRAPPED WITH PURPLE COLOR POLYETHYLENE PER MAG STANDARD SPECIFICATION 610.6.1.
5. NO MINIMUM DISTANCE OF PIPE IS REQUIRED BEFORE OR AFTER HYDROMETER.
6. 6" HYDROMETER SHALL BE 'NORMALLY CLOSED' & 2" MASTER VALVE SHALL BE 'NORMALLY OPEN' VALVE.
7. ALL VALVE BOXES AND NEW BACKFLOW ENCLOSURE SHALL BE PURPLE COLOR.
8. PROVIDE GROUND ROD ASSEMBLY PER DETAIL 4 ON IR-307 TO TERMINATION OF 2-WIRE PATH AT POC DECODER LOCATED INSIDE MASTER VALVE BOX.
9. 'MJ' = MECHANICAL JOINT CONNECTIONS.
10. SEE ELECTRICAL PLANS FOR POWER SUPPLY TO PUMP, FERTIGATION CONTROLLER & PUMP, CELLULAR MODEM WITH ETHERNET CABLES TO PUMP CONTROL PANEL AND FERTIGATION CONTROLLER, AND NEW PUMP YARD LIGHTING, SWITCHES, & OUTLETS (THESE ITEMS ARE NOT SHOWN IN IRRIGATION PLAN OR PUMP YARD PLAN FOR CLARITY).

-WARNING-
OVERHEAD POWER LINES AFTER PROJECT CONSTRUCTION ARE

Call at least two full working days before you begin excavation
BLUE STAKE, INC.
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE (782-5348)
In Maricopa County: (602) 263-1100

REVISIONS:
1
2
3

PLAN NAME
EARL EDGAR PARK PUMP STATION IMPROVEMENTS

IRRIGATION LEGEND

PRIME CONSULTANT INFORMATION
J2 Design
4645 E COTTON GIN LOOP, SUITE 150 PHOENIX, AZ 85040 (602) 437-8320

| COB PERMITTING APPROVED SEAL | COB ENGINEERING APPROVED SEAL |
|---|---|
| AS-BUILT SEAL | DESIGN SEAL |
| ORIGINAL PLAN DATE: 4/23/2024 | LATEST REVISION DATE |
| COB CONTRACT NO.: 2022003.21 T/O 3 | SHEET NUMBER: 4 OF 18 |
| | IR-102 |

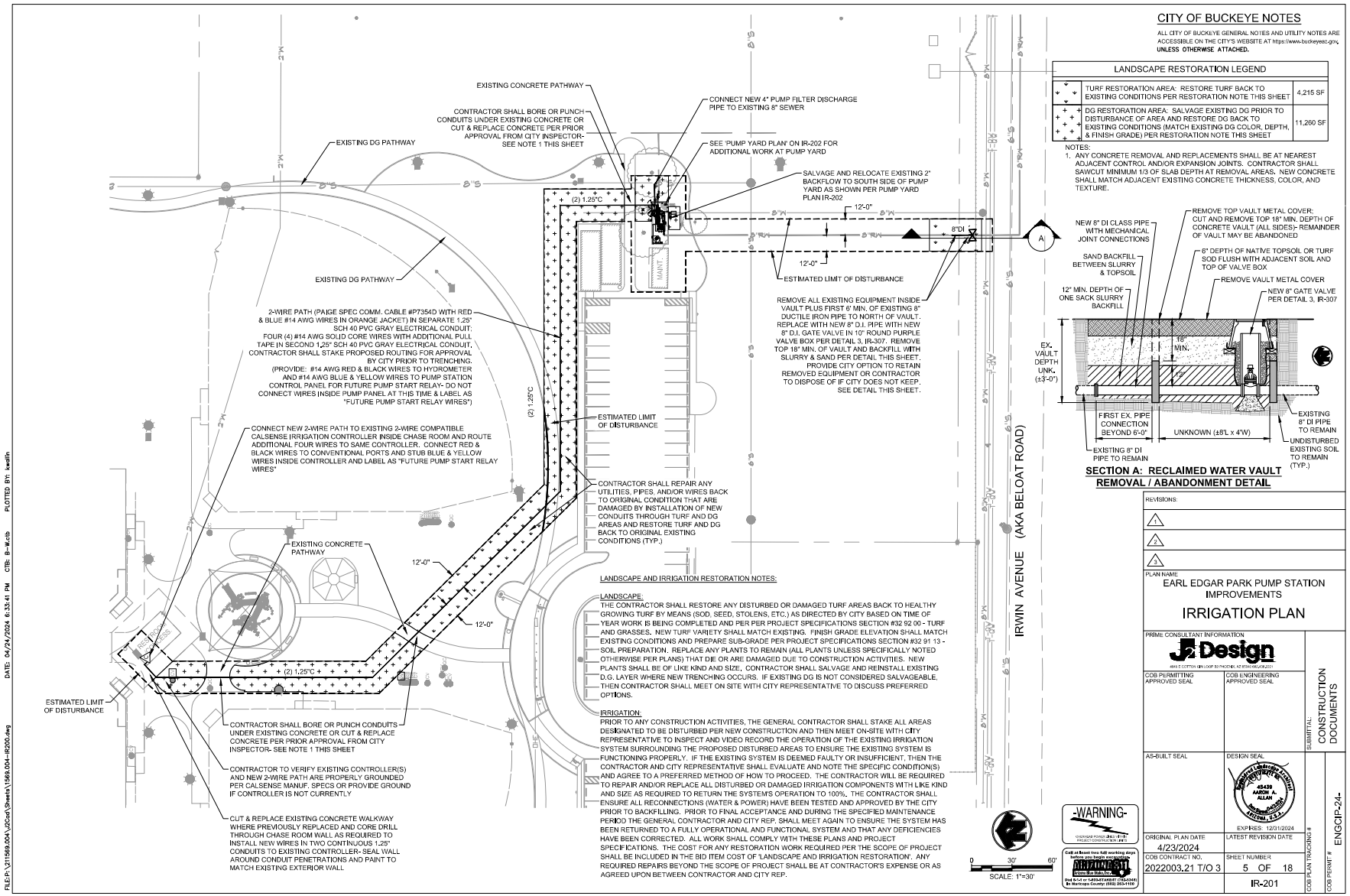
45430 AARON A. ALLAN
Professional Landscape Architect
Arizona
EXPIRES: 12/31/2024

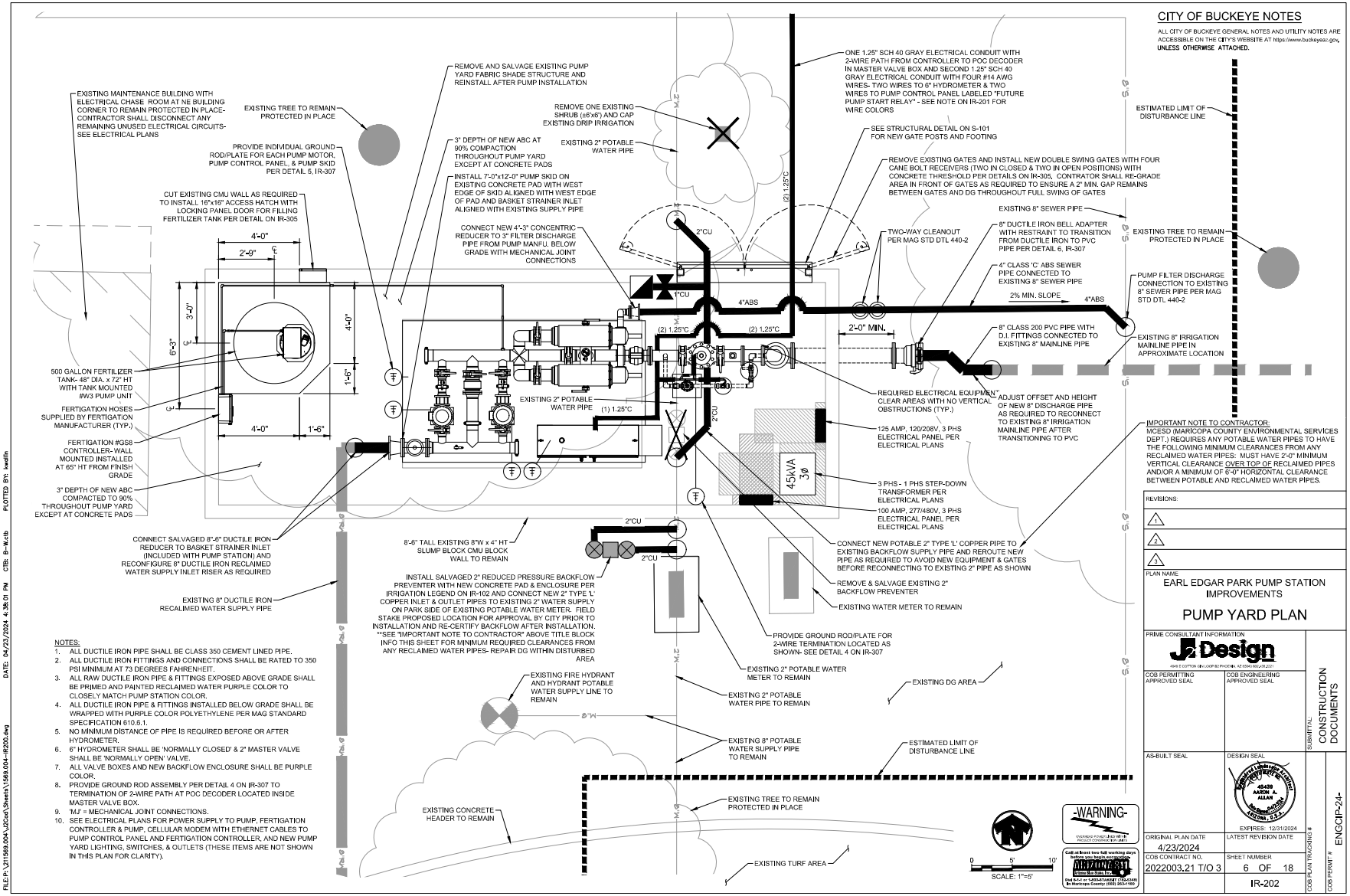
SUBMITTAL: CONSTRUCTION DOCUMENTS
COB PLAN TRACKING #
COB PERMIT #: ENGCIP-24-

DATE: 04/23/2024 6:49:45 PM CTB: B--W.ctb PLOTTED BY: kwatfin
FILE P:\.\21569.00A\.\dDcad\Sheets\1569.004--IR100.dwg



Earl Edgar Park Pump Improvements
Contract No. 2024163
Walker River Construction, Inc.


EXISTING CONCRETE PATHWAY
CONTRACTOR SHALL BORE OR PUNCH CONDUITS UNDER EXISTING CONCRETE OR CUT & REPLACE CONCRETE PER PRIOR APPROVAL FROM CITY INSPECTOR- SEE NOTE 1 THIS SHEET
EXISTING DG PATHWAY
CONNECT NEW 4" PUMP FILTER DISCHARGE PIPE TO EXISTING 8" SEWER
SEE 'PUMP YARD PLAN' ON IR-202 FOR ADDITIONAL WORK AT PUMP YARD
SALVAGE AND RELOCATE EXISTING 2" BACKFLOW TO SOUTH SIDE OF PUMP YARD AS SHOWN PER PUMP YARD PLAN IR-202
(2) 1.25"C
12'-0"
8"DI
12'-0"
ESTIMATED LIMIT OF DISTURBANCE
EXISTING DG PATHWAY
REMOVE ALL EXISTING EQUIPMENT INSIDE VAULT PLUS FIRST 6' MIN. OF EXISTING 8" DUCTILE IRON PIPE TO NORTH OF VAULT. REPLACE WITH NEW 8" D.I. PIPE WITH NEW 8" D.I. GATE VALVE IN 10" ROUND PURPLE VALVE BOX PER DETAIL 3, IR-307. REMOVE TOP 18" MIN. OF VAULT AND BACKFILL WITH SLURRY & SAND PER DETAIL THIS SHEET. PROVIDE CITY OPTION TO RETAIN REMOVED EQUIPMENT OR CONTRACTOR TO DISPOSE OF IF CITY DOES NOT KEEP. SEE DETAIL THIS SHEET.
2-WIRE PATH (PAIGE SPEC COMM. CABLE #P7354D WITH RED & BLUE #14 AWG WIRES IN ORANGE JACKET) IN SEPARATE 1.25" SCH 40 PVC GRAY ELECTRICAL CONDUIT; FOUR (4) #14 AWG SOLID CORE WIRES WITH ADDITIONAL PULL TAPE IN SECOND 1.25" SCH 40 PVC GRAY ELECTRICAL CONDUIT, CONTRACTOR SHALL STAKE PROPOSED ROUTING FOR APPROVAL BY CITY PRIOR TO TRENCHING. (PROVIDE: #14 AWG RED & BLACK WIRES TO HYDROMETER AND #14 AWG BLUE & YELLOW WIRES TO PUMP STATION CONTROL PANEL FOR FUTURE PUMP START RELAY- DO NOT CONNECT WIRES INSIDE PUMP PANEL AT THIS TIME & LABEL AS "FUTURE PUMP START RELAY WIRES")
(2) 1.25"C
ESTIMATED LIMIT OF DISTURBANCE
CONNECT NEW 2-WIRE PATH TO EXISTING 2-WIRE COMPATIBLE CALSENSE IRRIGATION CONTROLLER INSIDE CHASE ROOM AND ROUTE ADDITIONAL FOUR WIRES TO SAME CONTROLLER. CONNECT RED & BLACK WIRES TO CONVENTIONAL PORTS AND STUB BLUE & YELLOW WIRES INSIDE CONTROLLER AND LABEL AS "FUTURE PUMP START RELAY WIRES"
CONTRACTOR SHALL REPAIR ANY UTILITIES, PIPES, AND/OR WIRES BACK TO ORIGINAL CONDITION THAT ARE DAMAGED BY INSTALLATION OF NEW CONDUITS THROUGH TURF AND DG AREAS AND RESTORE TURF AND DG BACK TO ORIGINAL EXISTING CONDITIONS (TYP.)
EXISTING CONCRETE PATHWAY
12'-0"
12'-0"
(2) 1.25"C
ESTIMATED LIMIT OF DISTURBANCE
CONTRACTOR SHALL BORE OR PUNCH CONDUITS UNDER EXISTING CONCRETE OR CUT & REPLACE CONCRETE PER PRIOR APPROVAL FROM CITY INSPECTOR- SEE NOTE 1 THIS SHEET
CONTRACTOR TO VERIFY EXISTING CONTROLLER(S) AND NEW 2-WIRE PATH ARE PROPERLY GROUNDED PER CALSENSE MANUF. SPECS OR PROVIDE GROUND IF CONTROLLER IS NOT CURRENTLY
CUT & REPLACE EXISTING CONCRETE WALKWAY WHERE PREVIOUSLY REPLACED AND CORE DRILL THROUGH CHASE ROOM WALL AS REQUIRED TO INSTALL NEW WIRES IN TWO CONTINUOUS 1.25" CONDUITS TO EXISTING CONTROLLER- SEAL WALL AROUND CONDUIT PENETRATIONS AND PAINT TO MATCH EXISTING EXTERIOR WALL
IRWIN AVENUE (AKA BELOAT ROAD)
LANDSCAPE AND IRRIGATION RESTORATION NOTES:
LANDSCAPE:
THE CONTRACTOR SHALL RESTORE ANY DISTURBED OR DAMAGED TURF AREAS BACK TO HEALTHY GROWING TURF BY MEANS (SOD, SEED, STOLENS, ETC.) AS DIRECTED BY CITY BASED ON TIME OF YEAR WORK IS BEING COMPLETED AND PER PER PROJECT SPECIFICATIONS SECTION #32 92 00 - TURF AND GRASSES. NEW TURF VARIETY SHALL MATCH EXISTING. FINISH GRADE ELEVATION SHALL MATCH EXISTING CONDITIONS AND PREPARE SUB-GRADE PER PROJECT SPECIFICATIONS SECTION #32 91 13 - SOIL PREPARATION. REPLACE ANY PLANTS TO REMAIN (ALL PLANTS UNLESS SPECIFICALLY NOTED OTHERWISE PER PLANS) THAT DIE OR ARE DAMAGED DUE TO CONSTRUCTION ACTIVITIES. NEW PLANTS SHALL BE OF LIKE KIND AND SIZE, CONTRACTOR SHALL SALVAGE AND REINSTALL EXISTING D.G. LAYER WHERE NEW TRENCHING OCCURS. IF EXISTING DG IS NOT CONSIDERED SALVAGEABLE, THEN CONTRACTOR SHALL MEET ON SITE WITH CITY REPRESENTATIVE TO DISCUSS PREFERRED OPTIONS.
IRRIGATION:
PRIOR TO ANY CONSTRUCTION ACTIVITIES, THE GENERAL CONTRACTOR SHALL STAKE ALL AREAS DESIGNATED TO BE DISTURBED PER NEW CONSTRUCTION AND THEN MEET ON-SITE WITH CITY REPRESENTATIVE TO INSPECT AND VIDEO RECORD THE OPERATION OF THE EXISTING IRRIGATION SYSTEM SURROUNDING THE PROPOSED DISTURBED AREAS TO ENSURE THE EXISTING SYSTEM IS FUNCTIONING PROPERLY. IF THE EXISTING SYSTEM IS DEEMED FAULTY OR INSUFFICIENT, THEN THE CONTRACTOR AND CITY REPRESENTATIVE SHALL EVALUATE AND NOTE THE SPECIFIC CONDITION(S) AND AGREE TO A PREFERRED METHOD OF HOW TO PROCEED. THE CONTRACTOR WILL BE REQUIRED TO REPAIR AND/OR REPLACE ALL DISTURBED OR DAMAGED IRRIGATION COMPONENTS WITH LIKE KIND AND SIZE AS REQUIRED TO RETURN THE SYSTEM'S OPERATION TO 100%. THE CONTRACTOR SHALL ENSURE ALL RECONNECTIONS (WATER & POWER) HAVE BEEN TESTED AND APPROVED BY THE CITY PRIOR TO BACKFILLING. PRIOR TO FINAL ACCEPTANCE AND DURING THE SPECIFIED MAINTENANCE PERIOD THE GENERAL CONTRACTOR AND CITY REP. SHALL MEET AGAIN TO ENSURE THE SYSTEM HAS BEEN RETURNED TO A FULLY OPERATIONAL AND FUNCTIONAL SYSTEM AND THAT ANY DEFICIENCIES HAVE BEEN CORRECTED. ALL WORK SHALL COMPLY WITH THESE PLANS AND PROJECT SPECIFICATIONS. THE COST FOR ANY RESTORATION WORK REQUIRED PER THE SCOPE OF PROJECT SHALL BE INCLUDED IN THE BID ITEM COST OF 'LANDSCAPE AND IRRIGATION RESTORATION'. ANY REQUIRED REPAIRS BEYOND THE SCOPE OF PROJECT SHALL BE AT CONTRACTOR'S EXPENSE OR AS AGREED UPON BETWEEN CONTRACTOR AND CITY REP.
CITY OF BUCKEYE NOTES
ALL CITY OF BUCKEYE GENERAL NOTES AND UTILITY NOTES ARE ACCESSIBLE ON THE CITY'S WEBSITE AT https://www.buckeyeaz.gov, UNLESS OTHERWISE ATTACHED.
LANDSCAPE RESTORATION LEGEND
TURF RESTORATION AREA: RESTORE TURF BACK TO EXISTING CONDITIONS PER RESTORATION NOTE THIS SHEET 4,215 SF
DG RESTORATION AREA: SALVAGE EXISTING DG PRIOR TO DISTURBANCE OF AREA AND RESTORE DG BACK TO EXISTING CONDITIONS (MATCH EXISTING DG COLOR, DEPTH, & FINISH GRADE) PER RESTORATION NOTE THIS SHEET 11,260 SF
NOTES:
1. ANY CONCRETE REMOVAL AND REPLACEMENTS SHALL BE AT NEAREST ADJACENT CONTROL AND/OR EXPANSION JOINTS. CONTRACTOR SHALL SAWCUT MINIMUM 1/3 OF SLAB DEPTH AT REMOVAL AREAS. NEW CONCRETE SHALL MATCH ADJACENT EXISTING CONCRETE THICKNESS, COLOR, AND TEXTURE.
NEW 8" DI CLASS PIPE WITH MECHANICAL JOINT CONNECTIONS
REMOVE TOP VAULT METAL COVER; CUT AND REMOVE TOP 18" MIN. DEPTH OF CONCRETE VAULT (ALL SIDES)- REMAINDER OF VAULT MAY BE ABANDONED
SAND BACKFILL BETWEEN SLURRY & TOPSOIL
6" DEPTH OF NATIVE TOPSOIL OR TURF SOD FLUSH WITH ADJACENT SOIL AND TOP OF VALVE BOX
REMOVE VAULT METAL COVER
12" MIN. DEPTH OF ONE SACK SLURRY BACKFILL
NEW 8" GATE VALVE PER DETAIL 3, IR-307
EX. VAULT DEPTH UNK. (±3'-0")
18" MIN.
FIRST EX. PIPE CONNECTION BEYOND 6'-0"
UNKNOWN (±8'L x 4'W)
EXISTING 8" DI PIPE TO REMAIN
EXISTING 8" DI PIPE TO REMAIN
UNDISTURBED EXISTING SOIL TO REMAIN (TYP.)
SECTION A: RECLAIMED WATER VAULT REMOVAL / ABANDONMENT DETAIL
-WARNING-
0 30' 60'
SCALE: 1"=30'
REVISIONS:
1
2
3
PLAN NAME:
EARL EDGAR PARK PUMP STATION IMPROVEMENTS
IRRIGATION PLAN
PRIME CONSULTANT INFORMATION
J2 Design
COB PERMITTING APPROVED SEAL
COB ENGINEERING APPROVED SEAL
SUBMITTAL:
CONSTRUCTION DOCUMENTS
AS-BUILT SEAL
DESIGN SEAL
#5439 AARON A. ALLAN
EXPIRES: 12/31/2024
ORIGINAL PLAN DATE:
4/23/2024
LATEST REVISION DATE
COB CONTRACT NO.
2022003.21 T/O 3
SHEET NUMBER
5 OF 18
IR-201
COB PLAN TRACKING #
COB PERMIT #
ENGCIP-24-
FILE P:\21569.004\UDCad\Sheets\1569.004-IR200.dwg DATE: 04/24/2024 6:33:41 PM CTB: B-W.ctb PLOTTED BY: kwatfin


CITY OF BUCKEYE NOTES
ALL CITY OF BUCKEYE GENERAL NOTES AND UTILITY NOTES ARE ACCESSIBLE ON THE CITY'S WEBSITE AT https://www.buckeyeaz.gov, UNLESS OTHERWISE ATTACHED.
EXISTING MAINTENANCE BUILDING WITH ELECTRICAL CHASE ROOM AT NE BUILDING CORNER TO REMAIN PROTECTED IN PLACE- CONTRACTOR SHALL DISCONNECT ANY REMAINING UNUSED ELECTRICAL CIRCUITS- SEE ELECTRICAL PLANS
EXISTING TREE TO REMAIN PROTECTED IN PLACE
PROVIDE INDIVIDUAL GROUND ROD/PLATE FOR EACH PUMP MOTOR, PUMP CONTROL PANEL, & PUMP SKID PER DETAIL 5, IR-307
CUT EXISTING CMU WALL AS REQUIRED TO INSTALL 16"x16" ACCESS HATCH WITH LOCKING PANEL DOOR FOR FILLING FERTILIZER TANK PER DETAIL ON IR-305
500 GALLON FERTILIZER TANK- 48" DIA. x 72" HT WITH TANK MOUNTED #W3 PUMP UNIT
FERTIGATION HOSES SUPPLIED BY FERTIGATION MANUFACTURER (TYP.)
FERTIGATION #GS8 CONTROLLER- WALL MOUNTED INSTALLED AT 65" HT FROM FINISH GRADE
3" DEPTH OF NEW ABC COMPACTED TO 90% THROUGHOUT PUMP YARD EXCEPT AT CONCRETE PADS
CONNECT SALVAGED 8"-6" DUCTILE IRON REDUCER TO BASKET STRAINER INLET (INCLUDED WITH PUMP STATION) AND RECONFIGURE 8" DUCTILE IRON RECLAIMED WATER SUPPLY INLET RISER AS REQUIRED
EXISTING 8" DUCTILE IRON RECLAIMED WATER SUPPLY PIPE
REMOVE AND SALVAGE EXISTING PUMP YARD FABRIC SHADE STRUCTURE AND REINSTALL AFTER PUMP INSTALLATION
3" DEPTH OF NEW ABC AT 90% COMPACTION THROUGHOUT PUMP YARD EXCEPT AT CONCRETE PADS
INSTALL 7'-0"x12'-0" PUMP SKID ON EXISTING CONCRETE PAD WITH WEST EDGE OF SKID ALIGNED WITH WEST EDGE OF PAD AND BASKET STRAINER INLET ALIGNED WITH EXISTING SUPPLY PIPE
CONNECT NEW 4"-3" CONCENTRIC REDUCER TO 3" FILTER DISCHARGE PIPE FROM PUMP MANFU. BELOW GRADE WITH MECHANICAL JOINT CONNECTIONS
REMOVE ONE EXISTING SHRUB (±6'x6') AND CAP EXISTING DRIP IRRIGATION
EXISTING 2" POTABLE WATER PIPE
EXISTING 2" POTABLE WATER PIPE
8'-6" TALL EXISTING 8"W x 4" HT SLUMP BLOCK CMU BLOCK WALL TO REMAIN
INSTALL SALVAGED 2" REDUCED PRESSURE BACKFLOW PREVENTER WITH NEW CONCRETE PAD & ENCLOSURE PER IRRIGATION LEGEND ON IR-102 AND CONNECT NEW 2" TYPE 'L' COPPER INLET & OUTLET PIPES TO EXISTING 2" WATER SUPPLY ON PARK SIDE OF EXISTING POTABLE WATER METER. FIELD STAKE PROPOSED LOCATION FOR APPROVAL BY CITY PRIOR TO INSTALLATION AND RE-CERTIFY BACKFLOW AFTER INSTALLATION. **SEE "IMPORTANT NOTE TO CONTRACTOR" ABOVE TITLE BLOCK INFO THIS SHEET FOR MINIMUM REQUIRED CLEARANCES FROM ANY RECLAIMED WATER PIPES- REPAIR DG WITHIN DISTURBED AREA
EXISTING FIRE HYDRANT AND HYDRANT POTABLE WATER SUPPLY LINE TO REMAIN
EXISTING CONCRETE HEADER TO REMAIN
ONE 1.25" SCH 40 GRAY ELECTRICAL CONDUIT WITH 2-WIRE PATH FROM CONTROLLER TO POC DECODER IN MASTER VALVE BOX AND SECOND 1.25" SCH 40 GRAY ELECTRICAL CONDUIT WITH FOUR #14 AWG WIRES- TWO WIRES TO 6" HYDROMETER & TWO WIRES TO PUMP CONTROL PANEL LABELED "FUTURE PUMP START RELAY" - SEE NOTE ON IR-201 FOR WIRE COLORS
SEE STRUCTURAL DETAIL ON S-101 FOR NEW GATE POSTS AND FOOTING
REMOVE EXISTING GATES AND INSTALL NEW DOUBLE SWING GATES WITH FOUR CANE BOLT RECEIVERS (TWO IN CLOSED & TWO IN OPEN POSITIONS) WITH CONCRETE THRESHOLD PER DETAILS ON IR-305, CONTRATOR SHALL RE-GRADE AREA IN FRONT OF GATES AS REQUIRED TO ENSURE A 2" MIN. GAP REMAINS BETWEEN GATES AND DG THROUGHOUT FULL SWING OF GATES
EXISTING 8" SEWER PIPE
TWO-WAY CLEANOUT PER MAG STD DTL 440-2
8" DUCTILE IRON BELL ADAPTER WITH RESTRAINT TO TRANSITION FROM DUCTILE IRON TO PVC PIPE PER DETAIL 6, IR-307
4" CLASS 'C' ABS SEWER PIPE CONNECTED TO EXISTING 8" SEWER PIPE
2% MIN. SLOPE
4"ABS
2'-0" MIN.
8" CLASS 200 PVC PIPE WITH D.I. FITTINGS CONNECTED TO EXISTING 8" MAINLINE PIPE
REQUIRED ELECTRICAL EQUIPMENT CLEAR AREAS WITH NO VERTICAL OBSTRUCTIONS (TYP.)
125 AMP, 120/208V, 3 PHS ELECTRICAL PANEL PER ELECTRICAL PLANS
45kVA 3Ø
3 PHS - 1 PHS STEP-DOWN TRANSFORMER PER ELECTRICAL PLANS
100 AMP, 277/480V, 3 PHS ELECTRICAL PANEL PER ELECTRICAL PLANS
CONNECT NEW POTABLE 2" TYPE 'L' COPPER PIPE TO EXISTING BACKFLOW SUPPLY PIPE AND REROUTE NEW PIPE AS REQUIRED TO AVOID NEW EQUIPMENT & GATES BEFORE RECONNECTING TO EXISTING 2" PIPE AS SHOWN
REMOVE & SALVAGE EXISTING 2" BACKFLOW PREVENTER
EXISTING WATER METER TO REMAIN
PROVIDE GROUND ROD/PLATE FOR 2-WIRE TERMINATION LOCATED AS SHOWN- SEE DETAIL 4 ON IR-307
EXISTING 2" POTABLE WATER METER TO REMAIN
EXISTING 2" POTABLE WATER PIPE TO REMAIN
EXISTING 8" POTABLE WATER SUPPLY PIPE TO REMAIN
EXISTING DG AREA
ESTIMATED LIMIT OF DISTURBANCE LINE
EXISTING TREE TO REMAIN PROTECTED IN PLACE
EXISTING TURF AREA
ESTIMATED LIMIT OF DISTURBANCE LINE
EXISTING TREE TO REMAIN PROTECTED IN PLACE
PUMP FILTER DISCHARGE CONNECTION TO EXISTING 8" SEWER PIPE PER MAG STD DTL 440-2
EXISTING 8" IRRIGATION MAINLINE PIPE IN APPROXIMATE LOCATION
ADJUST OFFSET AND HEIGHT OF NEW 8" DISCHARGE PIPE AS REQUIRED TO RECONNECT TO EXISTING 8" IRRIGATION MAINLINE PIPE AFTER TRANSITIONING TO PVC
IMPORTANT NOTE TO CONTRACTOR:
MCESD (MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPT.) REQUIRES ANY POTABLE WATER PIPES TO HAVE THE FOLLOWING MINIMUM CLEARANCES FROM ANY RECLAIMED WATER PIPES: MUST HAVE 2'-0" MINIMUM VERTICAL CLEARANCE OVER TOP OF RECLAIMED PIPES AND/OR A MINIMUM OF 6'-0" HORIZONTAL CLEARANCE BETWEEN POTABLE AND RECLAIMED WATER PIPES.
NOTES:
1. ALL DUCTILE IRON PIPE SHALL BE CLASS 350 CEMENT LINED PIPE.
2. ALL DUCTILE IRON FITTINGS AND CONNECTIONS SHALL BE RATED TO 350 PSI MINIMUM AT 73 DEGREES FAHRENHEIT.
3. ALL RAW DUCTILE IRON PIPE & FITTINGS EXPOSED ABOVE GRADE SHALL BE PRIMED AND PAINTED RECLAIMED WATER PURPLE COLOR TO CLOSELY MATCH PUMP STATION COLOR.
4. ALL DUCTILE IRON PIPE & FITTINGS INSTALLED BELOW GRADE SHALL BE WRAPPED WITH PURPLE COLOR POLYETHYLENE PER MAG STANDARD SPECIFICATION 610.6.1.
5. NO MINIMUM DISTANCE OF PIPE IS REQUIRED BEFORE OR AFTER HYDROMETER.
6. 6" HYDROMETER SHALL BE 'NORMALLY CLOSED' & 2" MASTER VALVE SHALL BE 'NORMALLY OPEN' VALVE.
7. ALL VALVE BOXES AND NEW BACKFLOW ENCLOSURE SHALL BE PURPLE COLOR.
8. PROVIDE GROUND ROD ASSEMBLY PER DETAIL 4 ON IR-307 TO TERMINATION OF 2-WIRE PATH AT POC DECODER LOCATED INSIDE MASTER VALVE BOX.
9. 'MJ' = MECHANICAL JOINT CONNECTIONS.
10. SEE ELECTRICAL PLANS FOR POWER SUPPLY TO PUMP, FERTIGATION CONTROLLER & PUMP, CELLULAR MODEM WITH ETHERNET CABLES TO PUMP CONTROL PANEL AND FERTIGATION CONTROLLER, AND NEW PUMP YARD LIGHTING, SWITCHES, & OUTLETS (THESE ITEMS ARE NOT SHOWN IN THIS PLAN FOR CLARITY).
-WARNING-
SCALE: 1"=5'
REVISIONS:
PLAN NAME:
EARL EDGAR PARK PUMP STATION IMPROVEMENTS
PUMP YARD PLAN
PRIME CONSULTANT INFORMATION
J2 Design
COB PERMITTING APPROVED SEAL
COB ENGINEERING APPROVED SEAL
SUBMITTAL:
CONSTRUCTION DOCUMENTS
AS-BUILT SEAL
DESIGN SEAL
AS-439 AARON A. ALLAN
EXPIRES: 12/31/2024
ORIGINAL PLAN DATE
4/23/2024
LATEST REVISION DATE
COB CONTRACT NO.
2022003.21 T/O 3
SHEET NUMBER
6 OF 18
IR-202
COB PLAN TRACKING #
COB PERMIT #
ENGCIP-24-
PLOTTED BY: kwatfin
CTB: B-W.ctb
DATE: 04/23/2024 4:36:01 PM
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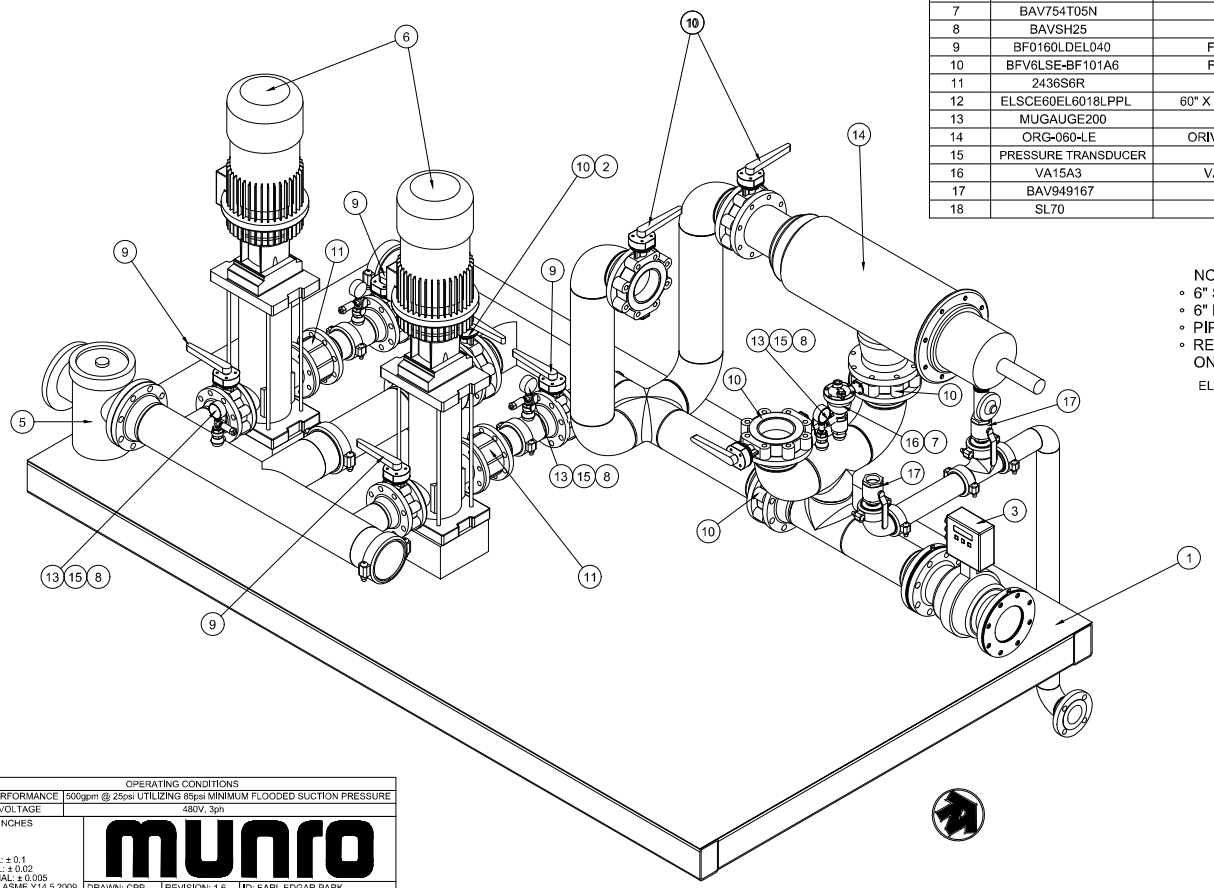
| ITEM NO. | PART NUMBER | DESCRIPTION | QTY. |
|---|---|---|---|
| 1 | | 144" X 84" CARBON STEEL SKID | 1 |
| 2 | | 6" GLOBE CHECK VALVE | 1 |
| 3 | | 6" BADGER M2000 FLOW METER | 1 |
| 4 | | AIR CONDITIONER - 10,200BTU, 230V | 1 |
| 5 | | BASKET STRAINER - 6" | 1 |
| 6 | 65VR-01-1A | FRANKLIN VERTICAL MULTISTAGE PUMP - 7.5hp | 2 |
| 7 | BAV754T05N | BRASS BALL VALVE - 1" | 1 |
| 8 | BAVSH25 | BRASS BALL VALVE - 0.25" | 4 |
| 9 | BF0160LDEL040 | FULL LUG BUTTERFLY VALVE - 4" | 4 |
| 10 | BFV6LSE-BF101A6 | FULL LUG BUTTERFLY VALVE - 6" | 5 |
| 11 | 2436S6R | WAFER CHECK VALVE - 4" | 2 |
| 12 | ELSCE60EL6018LPPL | 60" X 60" X 18" CONTROL PANEL ENCLOSURE | 1 |
| 13 | MUGAUGE200 | PRESSURE GAUGE 0-200 PSI | 4 |
| 14 | ORG-060-LE | ORIVAL FILTER - 200 MICRON SCREEN - 6" | 2 |
| 15 | PRESSURE TRANSDUCER | PRESSURE TRANSDUCER | 4 |
| 16 | VA15A3 | VALMATIC AIR RELEASE VALVE - 1" | 1 |
| 17 | BAV949167 | BALL VALVE - 1.5" | 2 |
| 18 | SL70 | RED WARNING LIGHT | 1 |




NOTES:
- 6" SUCTION
- 6" DISCHARGE
- PIPING IS 316 STAINLESS STEEL
- RED WARNING LIGHT (18) IS MOUNTED ON TOP OF ELECTRICAL ENCLOSURE

ELECTRICAL ENCLOSURE, AIR CONDITIONING UNIT, PIPE STAND SUPPORTS, RED WARNING LIGHT AND ONE FILTER HIDDEN FOR DETAIL

| OPERATING CONDITIONS | |
|---|---|
| PERFORMANCE | 500gpm @ 25psi UTILIZING 85psi MINIMUM FLOODED SUCTION PRESSURE |
| VOLTAGE | 480V, 3ph |

DIMENSIONS ARE IN INCHES
FRACTIONAL: ± 1/64
BEND: ± 2°
ANGULAR MACH: 1°
ONE PLACE DECIMAL: ± 0.1
TWO PLACE DECIMAL: ± 0.02
THREE PLACE DECIMAL: ± 0.005
INTERPRET GDT PER ASME Y14.5 2009

munro

| | | | |
|---|---|---|---|
| DRAWN: CPP | REVISION: 1.6 | ID: EARL EDGAR PARK | |
| MATERIAL: CARBON STEEL SKID | CHECKED: JMD | DATE: 1/17/2024 | TITLE: BOM & CALLOUTS |
| FINISH: RECLAIMED WATER PURPLE | APPROVED: JMD | SCALE: NTS | TYPE: SUB / SHEET 1 OF 4 |

1 BOOSTER PUMP STATION EQUIPMENT LIST
SCALE: NTS

REVISIONS:
1
2
3

PLAN NAME
EARL EDGAR PARK PUMP STATION IMPROVEMENTS

IRRIGATION DETAILS

PRIME CONSULTANT INFORMATION
J2 Design

COB PERMITTING APPROVED SEAL
COB ENGINEERING APPROVED SEAL
SUBMITTAL: CONSTRUCTION DOCUMENTS
AS-BUILT SEAL
DESIGN SEAL
45439 AARON A. ALLAN REGISTERED PROFESSIONAL ENGINEER PROVINCE OF BRITISH COLUMBIA
EXPIRES: 10/31/2024
ORIGINAL PLAN DATE: 4/23/2024
LATEST REVISION DATE
COB CONTRACT NO.: 2022003.21 T/O 3
SHEET NUMBER: 7 OF 18
IR-301
COB PLAN TRACKING #
COB PERMIT #: ENGCIP-24-

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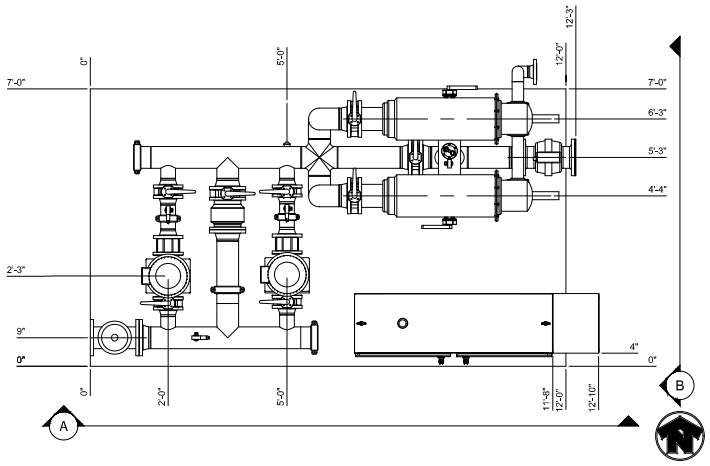
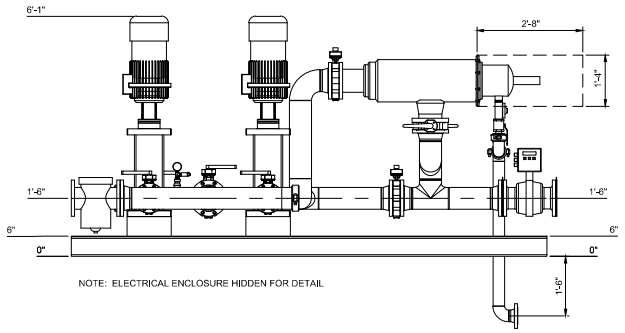
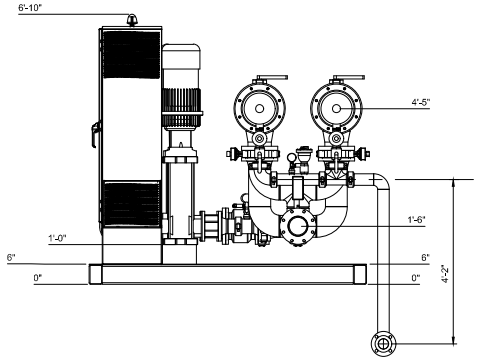



A SECTION A
SCALE: 3/4"=1'-0"




B SECTION B
SCALE: 3/4"=1'-0"

| | | | | |
|---|---|---|---|---|
| DIMENSIONS ARE IN INCHES<br>FRACTIONAL: ± 1/64<br>BEND: ± 2°<br>ANGULAR MACH: 1°<br>ONE PLACE DECIMAL: ± 0.1<br>TWO PLACE DECIMAL: ± 0.02<br>THREE PLACE DECIMAL: ± 0.005<br>INTERPRET GDT PER ASME Y14.5 2009 | munro | | | |
| | DRAWN: CPP | REVISION: 1.6 | ID: EARL EDGAR PARK | |
| MATERIAL: CARBON STEEL SKID | CHECKED: JMD | DATE: 1/17/2024 | TITLE: BOM & CALLOUTS | |
| FINISH: RECLAIMED WATER PURPLE | APPROVED: JMD | SCALE: NTS | TYPE: SUB | SHEET 1 OF 4 |

1 BOOSTER PUMP STATION DIMENSIONS
SCALE: 3/4"=1'-0"

REVISIONS:
1
2
3

PLAN NAME:
EARL EDGAR PARK PUMP STATION IMPROVEMENTS

IRRIGATION DETAILS

PRIME CONSULTANT INFORMATION
J2 Design

| | |
|---|---|
| COB PERMITTING APPROVED SEAL | COB ENGINEERING APPROVED SEAL |
| AS-BUILT SEAL | DESIGN SEAL<br>45430 AARON A. ALLAN<br>EXPIRES: 12/31/2024 |
| ORIGINAL PLAN DATE: 4/23/2024 | LATEST REVISION DATE |
| COB CONTRACT NO.: 2022003.21 T/O 3 | SHEET NUMBER: 8 OF 18 |
| | IR-302 |

SUBMITTAL: CONSTRUCTION DOCUMENTS
COB PLAN TRACKING #
COB PERMIT #: ENGCIP-24-

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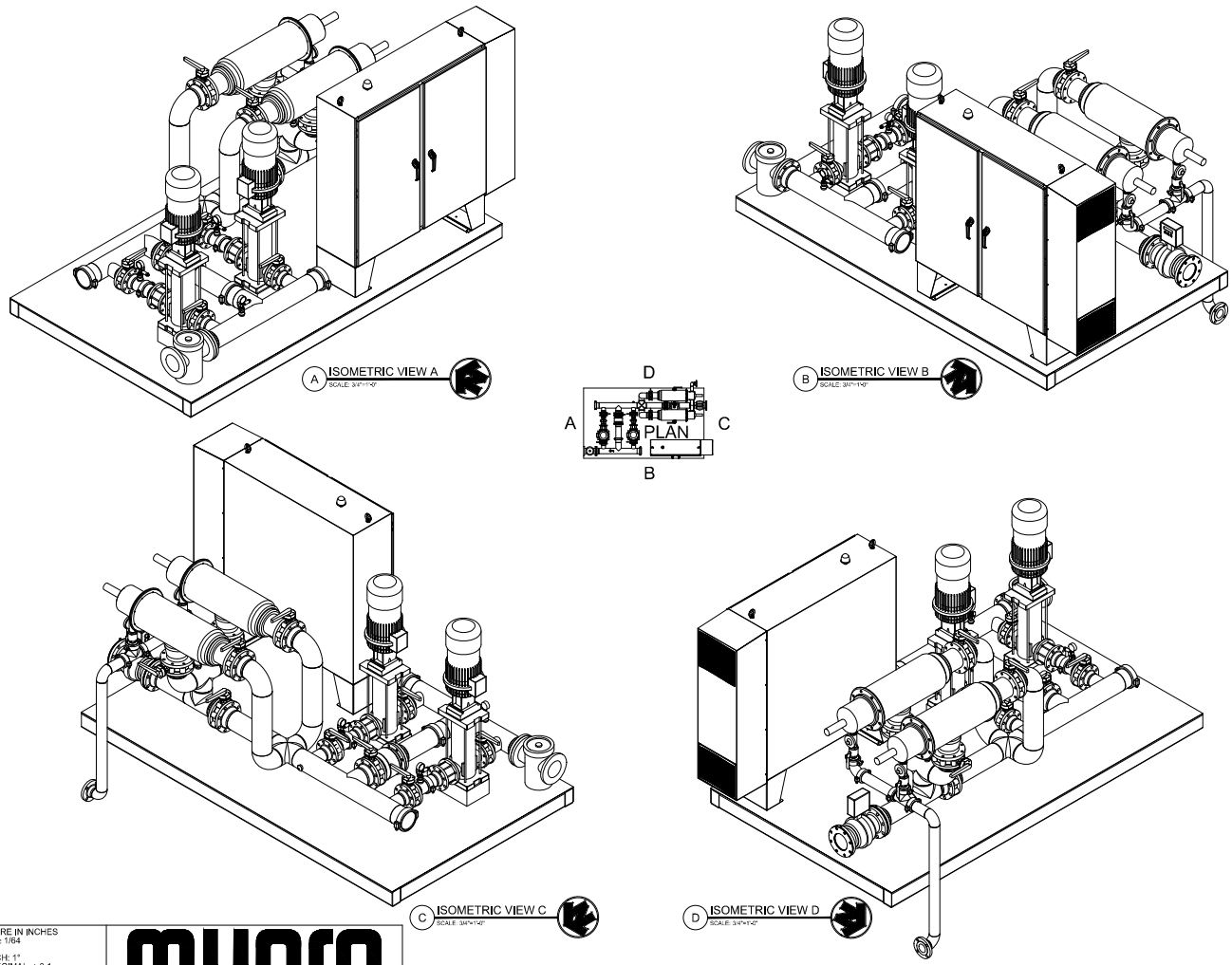


| | | | |
|---|---|---|---|
| DIMENSIONS ARE IN INCHES<br>FRACTIONAL: ± 1/64<br>BEND: ± 2°<br>ANGULAR MACH: 1°<br>ONE PLACE DECIMAL: ± 0.1<br>TWO PLACE DECIMAL: ± 0.02<br>THREE PLACE DECIMAL: ± 0.005<br>INTERPRET GDT PER ASME Y14.5 2009 | munro | | |
| | DRAWN: CPP | REVISION: 1.6 | ID: EARL EDGAR PARK |
| MATERIAL: CARBON STEEL SKID | CHECKED: JMD | DATE: 1/17/2024 | TITLE: BOM & CALLOUTS |
| FINISH: RECLAIMED WATER PURPLE | APPROVED: JMD | SCALE: NTS | TYPE: SUB / SHEET 1 OF 4 |

1 BOOSTER PUMP STATION ISOMETRIC VIEWS
SCALE: NTS

REVISIONS:
1
2
3

PLAN NAME
EARL EDGAR PARK PUMP STATION IMPROVEMENTS

IRRIGATION DETAILS

PRIME CONSULTANT INFORMATION
JP Design
4848 E COTTON GIN LOOP 82 PHOENIX, AZ 85040 (602)438-2221

COB PERMITTING APPROVED SEAL
COB ENGINEERING APPROVED SEAL
SUBMITTAL: CONSTRUCTION DOCUMENTS

AS-BUILT SEAL
DESIGN SEAL
Registered Landscape Architect
45430
AARON A. ALLAN
Certificate No. 45430
ARIZONA, U.S.A.
EXPIRES: 12/31/2024

ORIGINAL PLAN DATE: 4/23/2024
LATEST REVISION DATE
COB CONTRACT NO.: 2022003.21 T/O 3
SHEET NUMBER: 9 OF 18
IR-303
COB PLAN TRACKING #
COB PERMIT #: ENGCIP-24-

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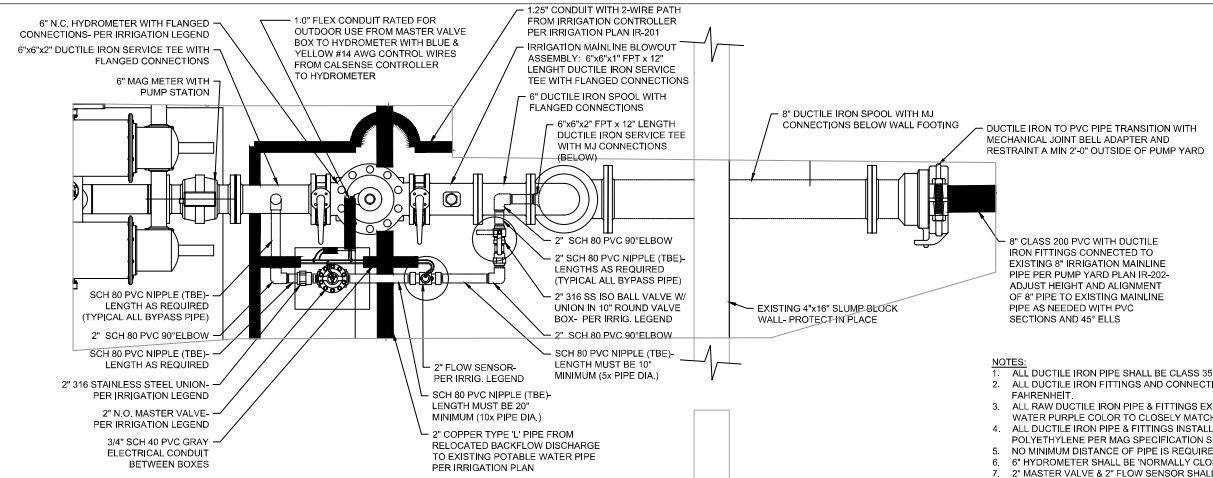


NOTES:

1. ALL DUCTILE IRON PIPE SHALL BE CLASS 350 CEMENT LINED PIPE.
2. ALL DUCTILE IRON FITTINGS AND CONNECTIONS MUST BE RATED TO 350 PSI MINIMUM AT 73 DEGREES FAHRENHEIT.
3. ALL RAW DUCTILE IRON PIPE & FITTINGS EXPOSED ABOVE GRADE SHALL BE PRIMED AND PAINTED RECLAIMED WATER PURPLE COLOR TO CLOSELY MATCH PUMP STATION COLOR (DOES NOT NEED TO BE PERFECT MATCH).
4. ALL DUCTILE IRON PIPE & FITTINGS INSTALLED BELOW GRADE SHALL BE WRAPPED WITH PURPLE COLOR POLYETHYLENE PER MAG SPECIFICATION SECTION 610.6.1.
5. NO MINIMUM DISTANCE OF PIPE IS REQUIRED BEFORE OR AFTER HYDROMETER.
6. 6" HYDROMETER SHALL BE 'NORMALLY CLOSED' & 2" MASTER VALVE SHALL BE 'NORMALLY OPEN' VALVE.
7. 2" MASTER VALVE & 2" FLOW SENSOR SHALL BE CONNECTED TO EXISTING 2-WIRE CALSENSE CONTROLLER VIA NEW 2-WIRE PATH. 6" HYDROMETER SHALL UTILIZE NEW #14 AWG CONVENTIONAL WIRES.
8. ALL VALVE BOXES AND NEW BACKFLOW ENCLOSURE SHALL BE PURPLE COLOR.
9. PROVIDE GROUND ROD ASSEMBLY PER DETAIL 4 ON IR-307 TO TERMINATION OF 2-WIRE PATH AT POC DECODER LOCATED INSIDE MASTER VALVE BOX.
10. "MJ" = MECHANICAL JOINT CONNECTIONS.
11. SEE ELECTRICAL PLANS FOR NEW ELECTRICAL EQUIPMENT AND REQUIRED CLEARANCES ALONG INSIDE OF EAST PUMP YARD WALL.
12. ALL NEW VALVE BOXES SHALL BE CARSON SPEC GRADE OR EQUAL HDPE MATERIAL WITH INTEGRAL PURPLE COLOR, BOLT-DOWN T-STYLE COVERS WITH SS HARDWARE, SHALL BE EXCAVATED A MINIMUM OF 8" BELOW EQUIPMENT WITHIN BOX FOR INSTALLATION OF GEOTEXTILE LANDSCAPE FABRIC ON NATIVE SOIL AND 6" DEPTH OF 3/8" PEA GRAVEL ROCK SUMP. SEAL ALL BOX OPENINGS GREATER THAN 1/4" .
13. PAINT ALL EXPOSED PVC INSIDE PUMP YARD PURPLE NON-POTABLE COLOR TO PROTECT THE PVC FROM ULTRA VIOLET SUN RAYS.

1 PUMP DISCHARGE & IRRIGATION POINT OF CONNECTION DETAIL
SCALE: 1"=1'-0"

REVISIONS:
1
2
3

PLAN NAME
EARL EDGAR PARK PUMP STATION IMPROVEMENTS

IRRIGATION DETAILS

PRIME CONSULTANT INFORMATION
J-2 Design
ARIES DOTTON GROUP SE PHOENIX, AZ 85016 (602)252-2020

COB PERMITTING APPROVED SEAL
COB ENGINEERING APPROVED SEAL
SUBMITTAL: CONSTRUCTION DOCUMENTS
AS-BUILT SEAL
DESIGN SEAL
45439 AARON A. ALLAN Registered Landscape Architect
EXPIRES: 12/31/2024
ORIGINAL PLAN DATE: 4/23/2024
LATEST REVISION DATE
COB CONTRACT NO.: 2022003.21 T/O 3
SHEET NUMBER: 10 OF 18
IR-304
COB PLAN TRACKING #
COB PERMIT #: ENGCIP-24-

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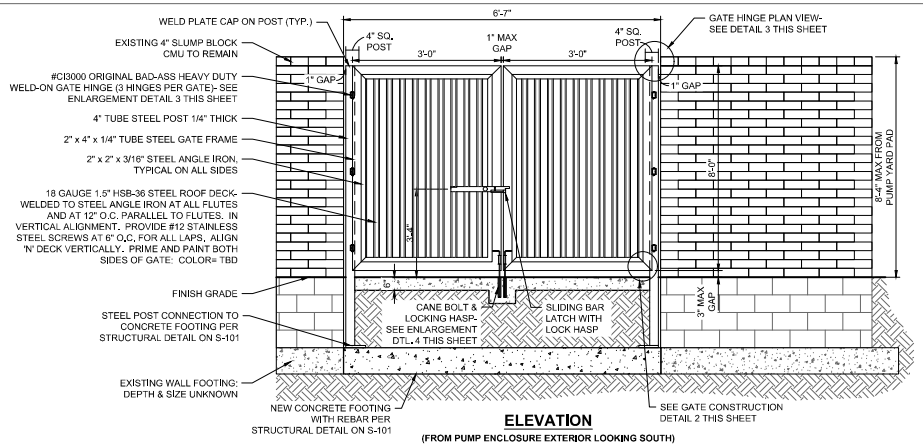



**ELEVATION**

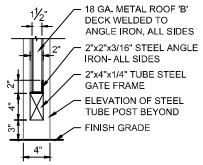
**(FROM PUMP ENCLOSURE EXTERIOR LOOKING SOUTH)**

NOTES:

1. ALL STEEL SHALL BE PRIMED AND PAINTED- CITY TO DETERMINE COLOR(S). TOUCH-UP CMU BLOCK WITH MATCHING PAINT COLOR AS NEEDED- REQUEST PAINT COLOR FROM CITY.
2. FENCE CONTRATOR SHALL PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL IF PREFERRED GATE DESIGN DIFFERS FROM DETAIL SHOWN.
3. SEE STRUCTURAL DETAIL ON S-101 FOR GATE FOOTINGS AND MOUNTING OF 4x4 STEEL GATE SUPPORT POSTS.

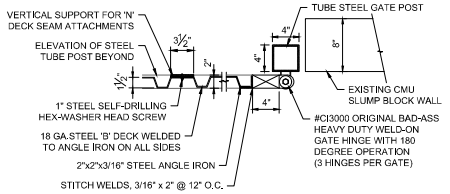
## 1 PUMP YARD GATE

SCALE: 1/2"=1'-0"



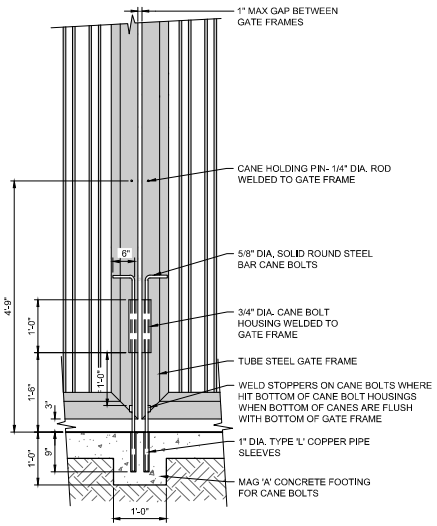

## 2 GATE CONSTRUCTION DETAIL

SCALE: 1 1/2"=1'-0"



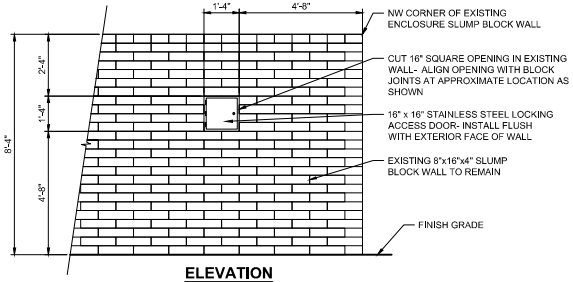

## 3 GATE HINGE ENLARGEMENT

SCALE: 1 1/2"=1'-0"




## 4 GATE CANE BOLT & LOCKING HASP ENLARGEMENT

SCALE: 1"=1'-0"




**ELEVATION**

**(FROM PUMP ENCLOSURE EXTERIOR LOOKING SOUTH)**

NOTES:

1. HATCH DOOR TO BE INSTALLED AT NORTHWEST CORNER OF PUMP YARD ENCLOSURE ON NORTH-FACING WALL.
2. HATCH SHALL BE ALIGNED WITH JOINTS IN SLUMP BLOCK AT APPROXIMATE LOCATION SHOWN IN DETAIL ABOVE.
3. SCAN WALL TO LOCATE EXISTING REINFORCEMENT AND POSITION OPENING BETWEEN EXISTING WALL REINFORCEMENT. CONTACT STRUCTURAL ENGINEER (PER S-101) IF OPENING CANNOT BE LOCATED WITHOUT IMPACTING HORIZONTAL OR VERTICAL WALL REINFORCEMENT.
4. CONTRACTOR SHALL FILL EXPOSED CELL OPENINGS IN BLOCK WITH GROUT AND TOUCH-UP PAINT WITH MATCHING COLOR AS NEEDED.
5. CONTRACTOR TO SUPPLY LANDSCAPE ARCHITECTS WITH SHOP DRAWINGS PRIOR TO BEGINNING INSTALLATION.

## 5 PUMP YARD ENCLOSURE FERTILIZER FILL HATCH DETAIL

SCALE: 1/2"=1'-0"

REVISIONS:

1

2

3

PLAN NAME

EARL EDGAR PARK PUMP STATION IMPROVEMENTS

IRRIGATION DETAILS

PRIME CONSULTANT INFORMATION

J2 Design

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

SUBMITTAL: CONSTRUCTION DOCUMENTS

AS-BUILT SEAL

DESIGN SEAL

45439 AARON A. ALLAN REGISTERED PROFESSIONAL ENGINEER ARIZONA, U.S.A.

EXPIRES: 12/31/2024

ORIGINAL PLAN DATE: 4/23/2024

LATEST REVISION DATE

COB CONTRACT NO.: 2022003.21 T/O 3

SHEET NUMBER: 11 OF 18

IR-305

COB PLAN TRACKING #

COB PERMIT #: ENGCIP-24-

PLOTTED BY: kwolfin

CTB: B--W.ctb

DATE: 04/24/2024 5:16:42 PM

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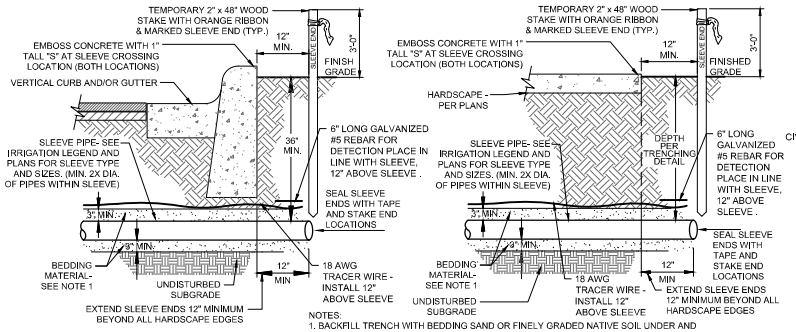
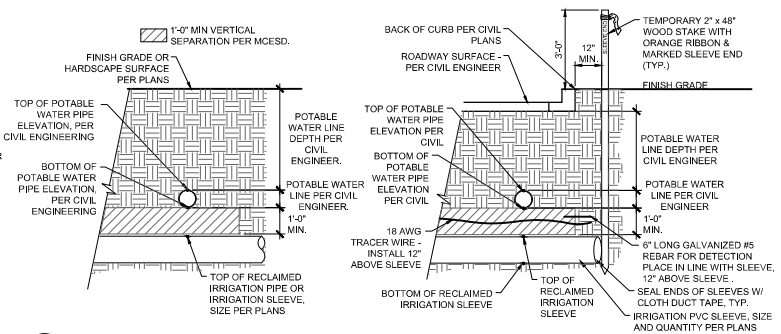
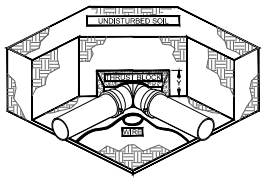


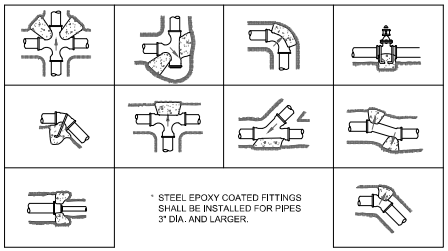

NOTES:
1. BACKFILL TRENCH WITH BEDDING SAND OR FINELY GRADED NATIVE SOIL UNDER AND ABOVE SLEEVE. BEDDING MATERIAL SHALL NOT HAVE ANY ROCKS LARGER THAN 1/4" DIA.

## 1 SLEEVEING
SCALE:NTS




## 2 RECLAIMED WATER PIPE / POTABLE WATER PIPE CROSSING
SCALE:NTS



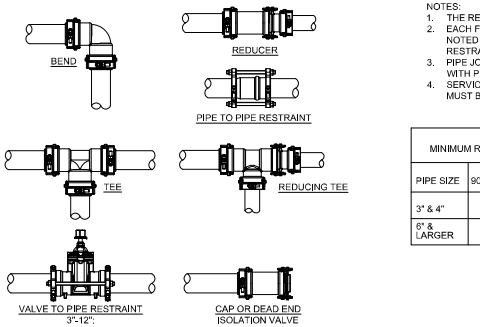



* STEEL EPOXY COATED FITTINGS SHALL BE INSTALLED FOR PIPES 3" DIA. AND LARGER.

INSTALLATION NOTES
1. ALL MAIN LINE TO BE INSTALLED AND TESTED ACCORDING TO MANUFACTURER'S INSTALLATION INSTRUCTIONS. SEE ALSO MAG STD. DETAIL 380.
2. ALL TRENCH DEPTH AND WIDTH SHALL BE AS SHOWN ON THE TYPICAL TRENCHING DETAIL. CONTRACTOR TO PROVIDE AND INSTALL "POLY PLASTIC" (6 MIL. MINIMUM THICKNESS) BETWEEN "ALL" CONCRETE THRUST BLOCKS AND FITTINGS.
3. SEE M.A.G. STD. DETAIL 380 FOR SIZING INFORMATION.

| PIPE SIZE | TEE, DEAD END 90° BEND | 45°, 22 1/2", 11 1/4" BEND |
|---|---|---|
| 4 or LESS | 3 | 3 |
| 6" | 4 | 3 |
| 8" | 6 | 3 |
| 10" | 10 | 5 |
| 12" | 14 | 7 |

## 3 THRUST BLOCK
SCALE:NTS

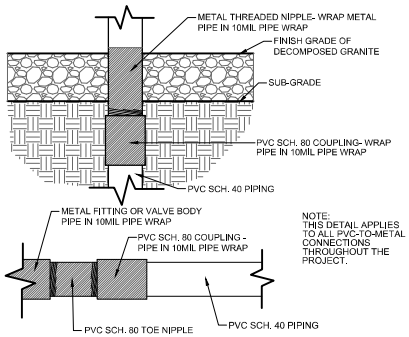



NOTES:
1. THE RESTRAINT SCHEMES HERE ARE FOR SYSTEM PRESSURES UP TO 125 PSI.
2. EACH FITTING AND VALVE BELL MUST BE RESTRAINED TO THE LENGTH OF PIPE NOTED IN THE TABLE USING FITTING TO PIPE RESTRAINT, VALVE TO PIPE RESTRAINT, AND PIPE TO PIPE RESTRAINT AS REQUIRED.
3. PIPE JOINTS WITHIN THE RESTRAINED LENGTH REQUIREMENT MUST BE RESTRAINED WITH PIPE TO PIPE RESTRAINTS.
4. SERVICE TEES AND COUPLINGS WITHIN THE RESTRAINED LENGTH REQUIREMENT MUST BE RESTRAINED WITH FITTING TO PIPE RESTRAINTS.

MINIMUM RESTRAINED LENGTH REQUIREMENT FOR EACH FITTING OR VALVE BELL

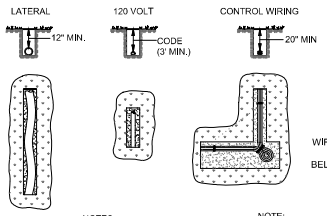
| PIPE SIZE | 90° BEND | 45°, 22.5°, 11.25° BEND | TEE | REDUCER | CAP OR DEAD END | VALVE | COUPLING/ SERVICE TEE |
|---|---|---|---|---|---|---|---|
| 3" & 4" | 20' | 20' | 20' | 40' | 60' | 80' | SEE NOTE 4 |
| 6" & LARGER | 40' | 20' | 20' | 60' | 80' | 80' | SEE NOTE 4 |

## 4 MECHANICAL JOINT RESTRAINT
SCALE:NTS




NOTE:
THIS DETAIL APPLIES TO ALL PVC-TO-METAL CONNECTIONS THROUGHOUT THE PROJECT.

## 5 PVC TO METAL CONNECTION
SCALE:NTS



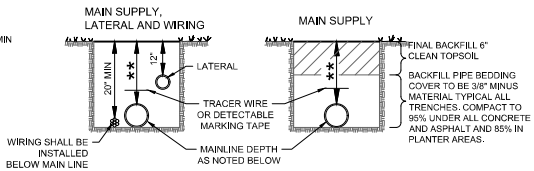

NOTE:
ALL PLASTIC PIPING TO BE SNAKED IN TRENCHES AS SHOWN.

NOTES:
ALL 120 VOLT WIRING IN CONDUIT TO BE INSTALLED IN ACCORDANCE WITH LOCAL CODE.

APPROVED "ELECTRICAL POWER WIRES BELOW" WARNING TAPE SHALL BE INSTALLED 12" ABOVE ALL POWER WIRING IN TRENCHES.

NOTE:
TIE A LOOSE 20" LOOP IN ALL WIRING AT CHANGES OF DIRECTION GREATER THAN 30° AND AT EACH END OF WIRE SLEEVES. UNTIE ALL LOOPS AFTER ALL CONNECTIONS HAVE BEEN MADE.

## 6 TRENCHING DETAIL
SCALE:NTS




NOTE:
TAPE AND BUNDLE WIRING AT 10' INTERVALS. SPLICED WIRES TO BE IN SPLICE VALVE BOXES PER DETAIL IN THIS SET.

** NOTE:
MAINLINE DEPTHS:
3/4" - 2 1/2": 18" DEEP
3" - 4": 24" DEEP
6" & LARGER: 36" DEEP

NOTE:
1. NO TRENCH TO BE CLOSER THAN 18" TO CONCRETE SIDEWALK, CURBS, ELECTRIC POLES, J-BOXES, ELECTRIC CABINETS, STREET SIGNALS, SIGNS, ETC.
2. WHEN MULTIPLE MAIN OR LATERAL LINES RUN IN THE SAME TRENCH MAINTAIN 3" HORIZONTAL CLEARANCE BETWEEN PIPES.
3. WIRE SIZE AND COLOR PER IRRIGATION LEGEND SHEET, IR-102.
4. ALL DUCTILE IRON PIPES, VALVES, AND FITTINGS TO BE WRAPPED WITH POLYETHYLENE WRAP PER MAG SPECIFICATION SECTION 610.6.1.
5. TRACER WIRE / DETECTABLE MARKING TAPE TO BE INSTALLED 6" ABOVE ALL PIPEING.

REVISIONS:
1
2
3

PLAN NAME
EARL EDGAR PARK PUMP STATION IMPROVEMENTS

IRRIGATION DETAILS

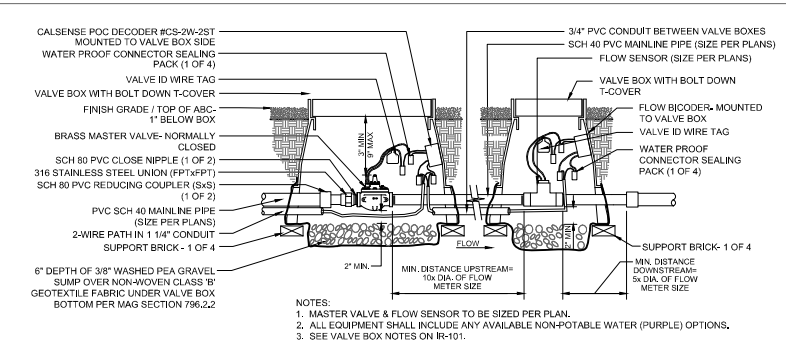
PRIME CONSULTANT INFORMATION
J2 Design
4848 E COTTON GIN LOOP SUITE 110 PHOENIX, AZ 85040 (602)296-2020

| COB PERMITTING APPROVED SEAL | COB ENGINEERING APPROVED SEAL |
|---|---|
| AS-BUILT SEAL | DESIGN SEAL |
| ORIGINAL PLAN DATE: 4/23/2024 | LATEST REVISION DATE |
| COB CONTRACT NO.: 2022003.21 T/O 3 | SHEET NUMBER: 12 OF 18 |
| | IR-306 |

SUBMITTAL: CONSTRUCTION DOCUMENTS
COB PLAN TRACKING #
COB PERMIT #: ENGCIP-24-

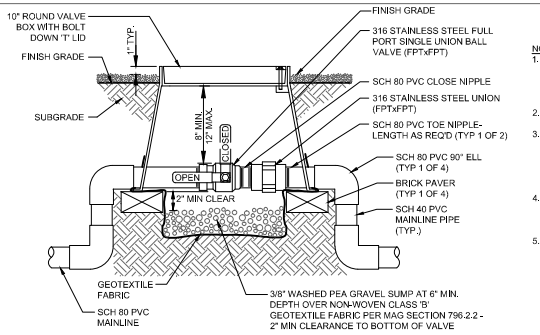
Registered Landscape Architect 45439 AARON A. ALLAN Expires 12/31/2024

FILE:P:\21569.00A\CAD\Sheets\1569.004-IR300.dwg DATE: 04/22/2024 6:37:34 PM CTB: B--Kotb PLOTTED BY: kwatfin



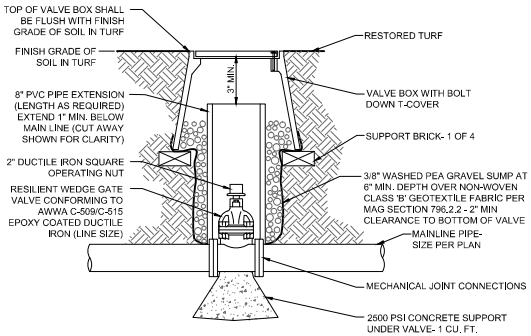

NOTES:
1. MASTER VALVE & FLOW SENSOR TO BE SIZED PER PLAN.
2. ALL EQUIPMENT SHALL INCLUDE ANY AVAILABLE NON-POTABLE WATER (PURPLE) OPTIONS.
3. SEE VALVE BOX NOTES ON IR-101.

## 1 MASTER VALVE AND FLOW SENSOR ASSEMBLY
SCALE: NTS



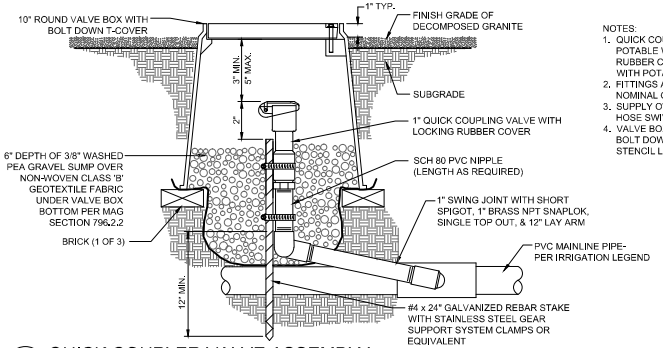

NOTES:
1. VALVE BOX SHALL BE INTEGRAL PURPLE COLOR FOR USE WITH RECLAIMED WATER WITH BOLT-DOWN T-COVER EMBOSSED WITH 2" STENCIL LETTERS "BV".
2. BALL VALVE AND UNION SHALL MATCH NOMINAL SIZE OF MAINLINE PIPE.
3. BALL VALVE SHALL HAVE 316 STAINLESS STEEL, FULL PORT, & SINGLE UNION BODY WITH STAINLESS STEEL HANDLE AND BALL WITH FPT CONNECTIONS RATED TO A MINIMUM OF 150 PSI WORKING PRESSURE.
4. UNION SHALL HAVE 316 STAINLESS STEEL BODY WITH FPT CONNECTIONS RATED TO A MINIMUM OF 150 PSI WORKING PRESSURE.
5. INSTALL SINGLE UNION SIDE OF BALL VALVE OPPOSITE OF SEPARATE UNION WITH SCHEDULE 80 PVC NIPPLE BETWEEN.

## 2 BALL VALVE ASSEMBLY (2.5" OR SMALLER)
SCALE:NTS



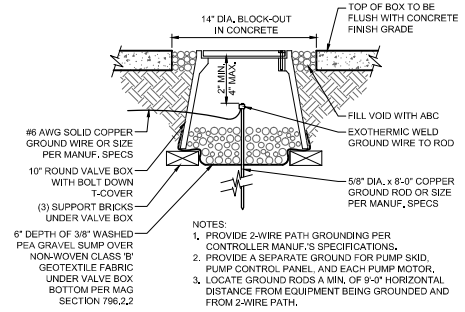

NOTES:
1. VALVE BOX SHALL BE INTEGRAL PURPLE COLOR FOR USE WITH RECLAIMED WATER WITH BOLT-DOWN T-COVER EMBOSSED WITH 2" STENCIL LETTERS "GV".
2. NOMINAL SIZE OF VALVE TO MATCH NOMINAL MAINLINE SIZE.
3. COMPACT SOIL AROUND GATE VALVE PIT ASSEMBLY TO THE SAME DENSITY AS ADJACENT UNDISTURBED SOIL.
4. IF GATE VALVE IS OVER 5 FEET DEEP, USE MAG 391-2 FOR EXTENSION.
5. USE GATE VALVES FOR ALL PIPE 3" OR LARGER- USE BALL VALVES FOR ANY PIPES 2.5" OR LESS.
6. CONCRETE SUPPORT SHALL COME IN CONTACT WITH VALVE BODY ONLY AND NOT HAVE ANY CONTACT WITH ADJOINING PIPES OR RESTRAINTS. INSTALL POLY WRAP BETWEEN VALVE AND CONCRETE.
7. PROVIDE OWNER WITH ONE GATE VALVE KEY AT PROJECT CLOSE-OUT.

## 3 GATE VALVE ASSEMBLY (3" OR LARGER)
SCALE:NTS



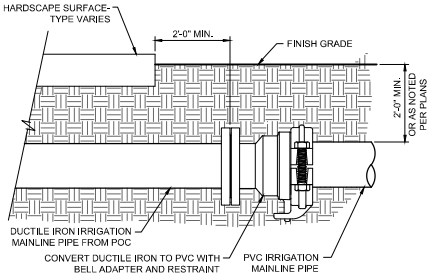

NOTES:
1. QUICK COUPLER VALVE TO BE INSTALLED ON POTABLE WATER SUPPLY PIPE PER PLANS, RUBBER CAP SHALL BE YELLOW COLOR FOR USE WITH POTABLE WATER.
2. FITTINGS AND PIPING NOMINALLY SIZED TO MATCH NOMINAL QUICK COUPLING VALVE INLET SIZE.
3. SUPPLY OWNER ONE SET OF VALVE KEY AND HOSE SWIVEL MATCHING VALVE MODEL.
4. VALVE BOX SHALL BE 10" ROUND TAN COLOR WITH BOLT DOWN T-STYLE COVER EMBOSSED WITH 2" STENCIL LETTERS "QC", OR EQUAL.

## 4 QUICK COUPLER VALVE ASSEMBLY
SCALE:NTS

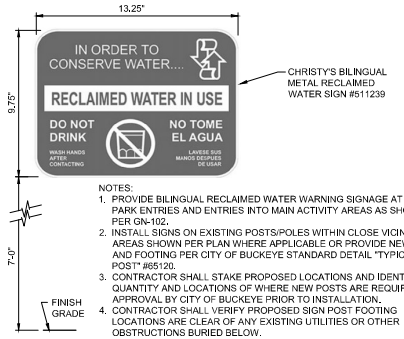



NOTES:
1. PROVIDE 2-WIRE PATH GROUNDING PER CONTROLLER MANUF.'S SPECIFICATIONS.
2. PROVIDE A SEPARATE GROUND FOR PUMP SKID, PUMP CONTROL PANEL, AND EACH PUMP MOTOR.
3. LOCATE GROUND RODS A MIN. OF 9'-0" HORIZONTAL DISTANCE FROM EQUIPMENT BEING GROUNDED AND FROM 2-WIRE PATH.

## 5 GROUND ROD ASSEMBLY
SCALE:NTS




## 6 DUCTILE IRON TO PVC PIPE CONNECTION
SCALE:NTS




NOTES:
1. PROVIDE BILINGUAL RECLAIMED WATER WARNING SIGNAGE AT ALL PARK ENTRIES AND ENTRIES INTO MAIN ACTIVITY AREAS AS SHOWN PER GN-102.
2. INSTALL SIGNS ON EXISTING POSTS/POLES WITHIN CLOSE VICINITY OF AREAS SHOWN PER PLAN WHERE APPLICABLE OR PROVIDE NEW POST AND FOOTING PER CITY OF BUCKEYE STANDARD DETAIL "TYPICAL SIGN POST" #65120.
3. CONTRACTOR SHALL STAKE PROPOSED LOCATIONS AND IDENTIFY QUANTITY AND LOCATIONS OF WHERE NEW POSTS ARE REQUIRED FOR APPROVAL BY CITY OF BUCKEYE PRIOR TO INSTALLATION.
4. CONTRACTOR SHALL VERIFY PROPOSED SIGN POST FOOTING LOCATIONS ARE CLEAR OF ANY EXISTING UTILITIES OR OTHER OBSTRUCTIONS BURIED BELOW.

## 7 RECLAIMED WATER SIGNAGE
SCALE:NTS

REVISIONS:
1
2
3

PLAN NAME
EARL EDGAR PARK PUMP STATION IMPROVEMENTS

IRRIGATION DETAILS

PRIME CONSULTANT INFORMATION
J2 Design
ARIZONA COTTON GIN LOOP 32 PHOENIX, AZ 85043 (602) 252-8337

| COB PERMITTING APPROVED SEAL | COB ENGINEERING APPROVED SEAL |
|---|---|
| AS-BUILT SEAL | DESIGN SEAL |

Registered Landscape Architect — 45439 AARON A. ALLAN — 10/31/2024 — EXPIRES: 12/31/2024

| ORIGINAL PLAN DATE | LATEST REVISION DATE |
|---|---|
| 4/23/2024 | |
| COB CONTRACT NO. | SHEET NUMBER |
| 2022003.21 T/O 3 | 13 OF 18 |

SUBMITTAL: CONSTRUCTION DOCUMENTS

COB PLAN TRACKING #

COB PERMIT # ENGCIP-24-

IR-307

PLOTTED BY: kwolfin
CTB: B--W.ctb
DATE: 04/24/2024 5:20:51 PM
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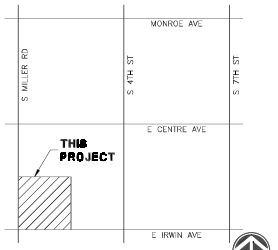
# EARL EDGAR PARK PUMP STATION
## ELECTRICAL PLAN
### BUCKEYE, ARIZONA

## GENERAL ELECTRICAL NOTES

1. ELECTRICAL WORK SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE (LATEST EDITION), FEDERAL, STATE AND LOCAL JURISDICTION CODES.
2. ALL WORK SHALL BE DONE IN A NEAT, WORKMANLIKE, FINISHED AND SAFE MANNER, ACCORDING TO THE LATEST PUBLISHED NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION STANDARDS OF INSTALLATION, UNDER COMPETENT SUPERVISION.
3. VISIT THE SITE PRIOR TO BIDDING TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND ALL OTHER FACTORS WHICH MAY AFFECT THE EXECUTION OF THIS WORK. INCLUDE ALL RELATED COSTS IN THE INITIAL BID PROPOSAL.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATIONS OF ALL EXISTING UTILITIES AND AVOIDING DAMAGE TO SAME. CONTRACTOR TO CALL 811 FOR BLUE STAKE, FOR ALL MUNICIPAL OR PRIVATELY OWNED UTILITIES EXISTING WITHIN LIMITS OF WORK OF PROJECT. CONTRACTOR TO PRIVATELY LOCATE UTILITIES. IRRIGATION LINES LESS THAN 2" WILL NOT TYPICALLY BE MARKED AND CAUTION SHOULD BE USED TO AVOID DAMAGE. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ALL UTILITIES CAUSED AS A RESULT OF CONTRACT WORK. ALL DAMAGES TO BE REPAIRED IN KIND.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING WALKS, WALLS, DRIVES, CURBS, ETC. DAMAGES SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST TO THE OWNER.
6. PROPER PROTECTION OF THE CONSTRUCTION AREA FOR SAFETY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COVER ALL TRENCHES AT THE END OF EACH WORK DAY. BARRICADES SHALL BE INSTALLED AS DIRECTED BY THE OWNER OR THE PROJECT INSPECTOR. THE SITE AND ALL WORK SHALL CONFORM TO OSHA REQUIREMENTS.
7. ALL EXISTING LANDSCAPE, HARDSCAPE AND SPRINKLER SYSTEMS DAMAGED OR DISTURBED DURING THE CONSTRUCTION OF THIS PROJECT BY THE CONTRACTOR SHALL BE REPLACED IN KIND.
8. CONTRACTOR SHALL PAY FOR PERMITS AND INSPECTIONS AS MAY BE REQUIRED AND PROVIDE A CERTIFICATE OF INSPECTION TO THE OWNER.
9. PROTECT ALL MATERIAL AND EQUIPMENT INSTALLED AGAINST DAMAGE BY OTHER TRADES, WEATHER CONDITIONS OR ANY OTHER CAUSES. EQUIPMENT FOUND DAMAGED OR IN OTHER THAN NEW CONDITION WILL BE REJECTED AS DEFECTIVE. ALL COMPONENTS SHALL BE FREE OF DUST, GRIT AND FOREIGN MATERIALS, AND LEFT AS NEW BEFORE FINAL ACCEPTANCE OF WORK.
10. LEAVE THE SITE CLEAN, REMOVE ALL DEBRIS, EMPTY CARTONS, TOOLS, CONDUIT, WIRE SCRAPS AND ALL MISCELLANEOUS SPARE EQUIPMENT AND MATERIALS USED IN THE WORK DURING CONSTRUCTION.
11. ALL UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 PVC, BURIED 24" MINIMUM BELOW FINISHED GRADE, UNLESS SPECIFICALLY NOTED OTHERWISE ON PLANS OR IN DETAILS.
12. PROVIDE EMT INDOOR AND GRS OUTDOOR FOR ABOVE GROUND CONDUIT. WHERE METALLIC CONDUITS COME IN CONTACT WITH DIRT, THEY SHALL BE HALF LAP WRAPPED WITH SCOTCH 50 TAPE TO 12" AFG. FITTINGS SHALL BE STEEL, THREADED TYPE WITH INSULATED THROATS. SECURELY ATTACH ALL SURFACE MOUNTED CONDUIT EVERY 10 FEET AND WITHIN 3 FEET OF EACH JUNCTION BOX, PER NEC ARTICLE 344.30.
13. MINIMUM CONDUIT SIZE SHALL BE 3/4" UNLESS SPECIFICALLY NOTED OTHERWISE ON PLANS OR IN DETAILS.
14. ALL FEEDERS AND BRANCH CIRCUIT WIRE SHALL BE COPPER TYPE XHHW (75 DEGREE C) FOR BELOW GRADE INSTALLATIONS (AND CONDUIT RISERS) AND THHN/THWN (75 DEGREE C) FOR ABOVE GRADE INSTALLATIONS. MINIMUM SIZE SHALL BE #12 AWG, UNLESS SPECIFICALLY NOTED OTHERWISE ON PLANS OR IN DETAILS. ALL WIRING SHALL BE IN CONDUIT, FOR NEW WIRING IN COMMERCIAL APPLICATIONS, THE USE OF TYPES NM, NMC, NMS (ROMEX) CABLES IS NOT PERMITTED. ALL CONDUCTORS SHALL BE NEW UNLESS NOTED OTHERWISE IN PLANS.
15. A SEPARATE GREEN INSULATED EQUIPMENT GROUNDING CONDUCTOR (BOND) SHALL BE INSTALLED WITHIN EACH RACEWAY, INCLUDING WITHIN EMT CONDUIT. EQUIPMENT GROUNDING CONDUCTOR SHALL BE SIZED PER NEC TABLE 250.122.
16. WHEN A PANEL IS SUPPLIED BY A FEEDER OR BRANCH CIRCUIT, ANY INSTALLED GROUNDED CONDUCTOR SHALL NOT BE CONNECTED TO THE EQUIPMENT GROUNDING CONDUCTOR (GEC) OR TO THE GROUNDING ELECTRODE(S) PER NEC ARTICLE 250.32(B).
17. BOND ALL ENCLOSURES PER NEC ARTICLE 250.96.
18. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL, ETC. NECESSARY FOR A COMPLETE AND WORKABLE ELECTRICAL SYSTEM WHETHER OR NOT THESE ITEMS ARE SPECIFICALLY NOTED ON THESE DRAWINGS. INCIDENTAL ITEMS NOT INDICATED ON THE DRAWINGS, NOR MENTIONED IN SPECIFICATIONS THAT CAN BE LEGITIMATELY AND REASONABLY INFERRED TO BELONG TO THE WORK DESCRIBED OR BE NECESSARY IN GOOD PRACTICE TO PROVIDE A COMPLETE SYSTEM, SHALL BE FURNISHED AND INSTALLED AS THOUGH ITEMIZED HERE IN EVERY DETAIL.
19. ALL TRENCHING, CONDUITS, ETC. SHALL BE ROUTED AND INSTALLED IN SUCH A MANNER THAT WILL NOT DAMAGE EXISTING FACILITIES. SHOULD DAMAGE OCCUR, IT WILL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR DAMAGE TO THE SATISFACTION OF THE OWNER OR INSPECTOR.
20. ALL CONDUIT RUNS SHOWN ON THIS PLAN ARE SCHEMATIC IN NATURE. THE CONTRACTOR SHALL MAKE SURE THAT ALL CONDUIT, ETC. FALLS WITHIN THE CONSTRUCTION AREA/RIGHT OF WAY. (THIS INCLUDES MAINTAINING ALL REQUIRED CLEARANCES.)
21. WHEN CROSSING PATHWAYS OR SIDEWALKS, CONTRACTOR SHALL BORE UNDER EXISTING CONCRETE WALKS AND SAWCUT ASPHALT WALKS. ASPHALT WALKS SHALL BE REPLACED IN KIND.
22. CONTRACTOR SHALL GUARANTEE WORK INSTALLED UNDER THE CONTRACT TO BE FREE FROM DEFECTIVE WORKMANSHIP AND MATERIALS, USUAL WEAR EXCEPTED, AND SHOULD ANY SUCH DEFECTS DEVELOP WITHIN A PERIOD OF ONE YEAR AFTER ACCEPTANCE OF THE PROJECT BY THE OWNER, THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY DEFECTIVE ITEMS AND DAMAGE RESULTING FROM FAILURE OF THESE ITEMS, AT NO EXPENSE WHATSOEVER TO THE OWNER.
23. CONTRACTOR SHALL IDENTIFY SERVICE ENTRANCE SECTION MAIN SERVICE DISCONNECT(S) WITH 3/32-INCH THICK LAMINATED PHENOLIC TYPE NAMEPLATES WITH 1/4-INCH MINIMUM HEIGHT LETTERS. NAMEPLATE TO BE BLACK MATTE FINISH SURFACE WITH WHITE LETTER ENGRAVING. ATTACH NAMEPLATE TO THE OUTSIDE PANEL FACE WITH TWO STAINLESS STEEL SELF-TAPPING SCREWS. NAMEPLATE SHALL READ "SERVICE DISCONNECT" PER NEC ARTICLE 230.70(B).
24. ALL CIRCUITS SHALL BE LEGIBLY IDENTIFIED AT THE PANEL, JUNCTION BOXES AND AT ALL EQUIPMENT IN A PERMANENT MANNER (I.E. ETCHED PLATES, CONDUCTOR TAG, PERMANENT MARKER, ETC.). THE LABELING SHALL INCLUDE PANEL CIRCUIT NUMBER, "TO" AND "FROM" IDENTIFICATION, AND MARKED "SPARE" WHERE APPLICABLE.
25. CONTRACTOR SHALL TEST ELECTRICAL SYSTEM FOR SHORT CIRCUITS AND MEGGER TEST FEEDER CIRCUIT WIRING. PROVIDE CERTIFIED TEST RESULTS FOR MEGGER TEST TO OWNER UPON COMPLETION OF PROJECT.
26. ALL CONDUIT SHOWN SHALL BE CONCEALED WHEN POSSIBLE. WHEN NOT POSSIBLE, CONDUIT MAY BE SURFACE MOUNTED WITH PERMISSION OF THE OWNER OR OWNER'S REPRESENTATIVE.
27. CONTRACTOR SHALL COORDINATE ALL EQUIPMENT CONNECTIONS WITH EQUIPMENT SUPPLIER PRIOR TO ROUGH-IN. PROVIDE ADDITIONAL FUSED DISCONNECT SWITCHES AND CONTROLS IF OVERCURRENT PROTECTION OR CONTROLS IS NOT INTEGRAL WITH UNITS.
28. ALL EQUIPMENT SHALL BE FUSE SIZED PER MANUFACTURES RECOMMENDATIONS AND BEAR U.L. APPROVAL. COORDINATE WITH ENGINEER/OWNER.
29. ELECTRICAL DEVICES, DISCONNECT SWITCHES, ETC., SHALL BE SUPPORTED INDEPENDENT OF AND ISOLATED FROM EQUIPMENT VIBRATIONS.
30. FULL LOAD AMPS (FLA) SIZES, AS NOTED IN THESE DRAWINGS, ARE BASED ON SPECIFIED EQUIPMENT DATA. CONTRACTOR SHALL VERIFY NAMEPLATE FLA OF EQUIPMENT SUPPLIED AND COORDINATE ACCORDINGLY PER EQUIPMENT SUPPLIERS RECOMMENDATIONS.
31. ALL OUTDOOR ELECTRICAL EQUIPMENT SHALL BE NEMA-3R OR NEMA-4 ENCLOSURES.
32. CONDUITS OR RACEWAYS ROUTED FROM INDOORS TO OUTDOORS OR AS DESCRIBED IN NEC 300.7(A), SHALL BE SEALED WITH A PLIABLE SEALING COMPOUND AT A CONDUIT BODY OR AT A JUNCTION BOX BEFORE THE CONDUIT ENTERS THE COLDER ENVIRONMENT.
33. CONDUITS OR RACEWAYS INSTALLED IN AREAS WHERE ELEVATION CHANGES MAY CAUSE WATER OR MOISTURE TO ENTER THE ELECTRICAL EQUIPMENT THROUGH THE CONDUIT SHALL BE SEALED WITH A HERMETIC CONDUIT SEAL AT BOTH ENDS OF THE CONDUIT OR RACEWAY.
34. PRIOR TO COVERING ANY ELECTRICAL CONDUITS, CONTACT THE INSPECTION DEPARTMENT 24 HOURS IN ADVANCE FOR APPROVAL.
35. MATERIALS SHALL BE NEW AND OF THE BEST QUALITY WITH MANUFACTURER'S NAME PRINTED THEREON. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH NEMA, ANSI, UNDERWRITER'S LABORATORY OR OTHER APPLICABLE STANDARDS AND RATED FOR HEAVY DUTY SERVICE.
36. ALL WIRING DEVICES SHALL BE SPECIFICATION GRADE, ALL 15 AND 20 AMP, 125 AND 250 VOLT, NONLOCKING RECEPTACLES INSTALLED OUTDOORS SHALL BE LISTED WEATHER-RESISTANT TYPE. RECEPTACLE COVERS IN WET LOCATIONS SHALL BE EXTRA DUTY PER NEC 406.9(B). ALL WEATHERPROOF WHILE IN-USE RECEPTACLE COVERS SHALL BE METAL.
37. SELECTION OF MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE DRAWINGS AND/OR SPECIFICATIONS. THE USE OF MANUFACTURER'S NAME, MODEL AND NUMBER IS INTENDED TO ESTABLISH STYLE, QUALITY, APPEARANCE, USEFULNESS AND BID PRICE. CONTRACTOR SHALL SUBMIT TO THE OWNER OR OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL (PRIOR TO ORDERING MATERIALS) COPIES OF EQUIPMENT SHOP DRAWINGS AS FOLLOWS: LIGHT FIXTURES, ELECTRICAL EQUIPMENT, DISCONNECT SWITCHES, CONTROLS, AND PULL BOXES. AT THE TIME OF EACH SUBMITTAL, THE CONTRACTOR SHALL DEFINE AND DELINEATE IN WRITING ANY DEVIATIONS FROM THE CONTRACT DOCUMENTS. THE REVIEW WILL BE ONLY FOR CONFORMANCE WITH THE DESIGN CONCEPT OF THE WORK AND FOR COMPLIANCE WITH THE INFORMATION CONTAINED IN THE CONTRACT DOCUMENTS. THE REVIEW OF A SPECIFIED ITEM, AS SUCH, WILL NOT INDICATE REVIEW OF THE ASSEMBLY IN WHICH THE ITEM FUNCTIONS. REVIEW BY THE OWNER OR OWNER'S REPRESENTATIVE WILL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE SUBMITTALS NOR FROM HIS RESPONSIBILITY FOR COMPLYING WITH THE CONTRACT DOCUMENTS.
38. THE SUBMITTALS SHALL BE NEATLY GROUPED AND ORGANIZED. PERTINENT INFORMATION SHALL BE HIGHLIGHTED, AND THE SPECIFIC PRODUCT SHALL BE IDENTIFIED. ALL SUBMITTALS SHALL BE COMPLETE, AND PRESENTED IN ONE PACKAGE. THE SUBMITTAL SHALL INCLUDE A COMPLETE LIST OF THE EQUIPMENT AND MATERIALS, INCLUDING THE MANUFACTURER'S NAME, PRODUCT SPECIFICATION, DESCRIPTIVE DATA, TECHNICAL LITERATURE, PERFORMANCE CHARTS, CATALOG CUTS, INSTALLATION INSTRUCTIONS, AND SPARE PART RECOMMENDATIONS FOR EACH DIFFERENT ITEM OF THE EQUIPMENT SPECIFIED.




**VICINITY MAP**
NOT TO SCALE

-WARNING-
OVERHEAD POWER LINES SAFETY PROJECT CONSTRUCTION WIRE

Arizona811
Call at least two full working days before you begin excavation
Dial 811 or 1-800-STAKE IT (782-5348)


WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE
CHANDLER, ARIZONA 85225
PHONE: 480.497.5829
FAX: 480.497.5807
www.wrightengineering.us
Wright Project # 23394


REVISIONS:
1
2
3

PLAN NAME
EARL EDGAR PARK PUMP STATION IMPROVEMENTS
ELECTRICAL PLANS

PRIME CONSULTANT INFORMATION

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

SUBMITTAL: CONSTRUCTION DOCUMENTS

AS-BUILT SEAL

DESIGN SEAL
Registered Professional Engineer (Retired) Certificate No. 12258 CLIFFORD M. TUMAN
Expires 3-31-26

ORIGINAL PLAN DATE: 04/23/2024
LATEST REVISION DATE:

COB CONTRACT NO.: 2022003.21 T/O 3
SHEET NUMBER: 14 OF 18

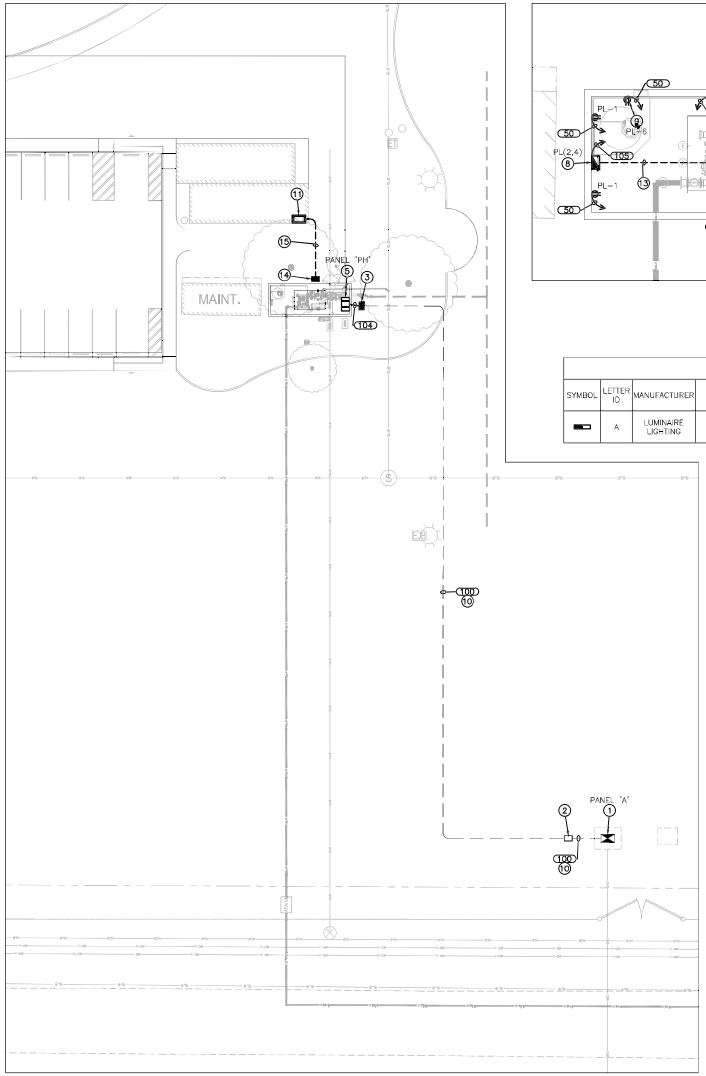
ELECTRICAL GENERAL NOTES
E-101

COB PLAN TRACKING #:

COB PERMIT #: ENGCP-24-

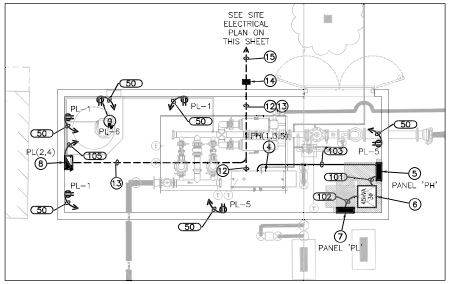
FILE: \2023\23394-Earl Edgar Park Pump Station\23394-E.dwg DATE: 04/23/2024 12:36:33 AM CTB: B-W.ctb PLOTTED BY: Idaho

## SITE ELECTRICAL PLAN

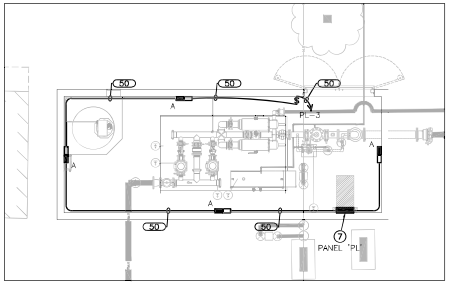



GRAPHIC SCALE
20 10 0 10 20 40
1 INCH = 20 FEET
NORTH

## PUMP YARD ELECTRICAL PLAN




## PUMP YARD LIGHTING PLAN




GRAPHIC SCALE
5 2.5 0 2.5 5 10
1 INCH = 5 FEET
NORTH

## LEGEND

- EXISTING 400A 277/480V 3ø PEDESTAL
- NEW 100A 277/480V 3ø PANEL
- CELLULAR MODEM
- FERTIGATION PUMP CONTROL PANEL
- $ WP OUTDOOR RATED LIGHT SWITCH AT 42" AFF
- 120V GFCI TYPE WR DUPLEX RECEPTACLE WITH METAL WEATHERPROOF WHILE-IN-USE COVER, FLUSH IN WALL AT 18" AFF
- NEW PULL BOX
- EXISTING PULL BOX
- NEW UNDERGROUND CONDUIT
- NEW ABOVE GROUND CONDUIT
- EXISTING CONDUIT
- A—1 CIRCUIT NUMBER
- (101) WIRE & CONDUIT TAG, SEE WIRE & CONDUIT TABLE

## LIGHT FIXTURE SCHEDULE

| SYMBOL | LETTER ID | MANUFACTURER | CATALOG NUMBER | FINISH COLOR | VOLTS | LAMP | LUMENS (MIN) | CCT | MOUNTING HEIGHT | DETAIL | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ▬ | A | LUMINAIRE LIGHTING | AEL-24IN-NODIM-20W-30K-MVOLT-DP-BZH | BRONZE | 120 | 18W LED | 1,557 | 3000K | 7'-0" | PUMP YARD LIGHT SEE CUT SHEET DETAIL 3 ON SHEET E-302 | LIGHTS TO BE CONTROLLED VIA WALL MOUNTED SWITCH. |

## CONSTRUCTION NOTES

1. EXISTING 400 AMP, 277/480V, 3ø, 4W, METERED ELECTRIC SERVICE, SEE DETAIL 1 ON SHEET E-301.
2. EXISTING CONCRETE PULL BOX TO REMAIN PROTECTED IN PLACE. ROUTE NEW CONDUCTORS THROUGH PULL BOX AND MAKE ALL SPLICES PER DETAIL 2 ON SHEET E-302.
3. DIG DOWN AND INTERCEPT EXISTING CONDUIT AND SWEEP INTO NEW #5 CONCRETE PULL BOX, SEE DETAIL 2 ON SHEET E-302. EXTEND NEW CONDUIT AS SHOWN ON SITE PLAN.
4. NEW 277/480V, 3ø, 4W MAIN PUMP CONTROL PANEL. COORDINATE WORK WITH IRRIGATION CONTRACTOR.
5. 100 AMP, 277/480V, 3ø, 4W, ELECTRIC PANEL, SEE DETAIL 1 ON SHEET E-301.
6. 45KVA 480V – 120/208V THREE PHASE STEP-DOWN TRANSFORMER, SEE DETAIL 1 ON SHEET E-301.
7. 125 AMP, 120/208V, 3ø, 4W, ELECTRIC PANEL, SEE DETAIL 1 ON SHEET E-301.
8. PROVIDE POWER TO CONTROL PANEL FOR MAIN FERTIGATION PUMP.
9. 20A 120V GFCI RECEPTACLE FOR SECONDARY FERTIGATION PUMP POWER, FLUSH IN WALL AT 18" AFF.
10. PULL NEW CONDUCTORS THROUGH EXISTING CONDUIT, SEE WIRE AND CONDUIT TABLE.
11. CELLULAR MODEM IN RESTROOM BUILDING. ROUTE ETHERNET CABLES FROM MODEM TO PUMP YARD, SEE SITE ELECTRICAL PLAN. COORDINATE WITH CITY OF BUCKEYE IT DEPARTMENT FOR INSTALLATION, SPECIFICATIONS, EXACT LOCATION, AND EXACT POINT OF CONNECTION.
12. ROUTE (2) ETHERNET CABLES IN 1" SCH. 40 PVC CONDUIT FROM MAIN PUMP CONTROL PANEL TO PULL BOX OUTSIDE PUMP YARD.
13. ROUTE (1) ETHERNET CABLE IN 1" SCH. 40 PVC CONDUIT FROM FERTIGATION PUMP CONTROL PANEL TO PULL BOX OUTSIDE PUMP YARD.
14. NEW #3-1/2 CONCRETE PULL BOX FOR COMMUNICATION, SEE DETAIL 2 ON SHEET E-302.
15. ROUTE (1) ETHERNET CABLE FOR FERTIGATION PUMP CONTROL PANEL AND (2) ETHERNET CABLES FOR MAIN PUMP CONTROL PANEL IN 1" SCH. 40 PVC CONDUIT FROM PULL BOX OUTSIDE PUMP YARD TO CELLULAR MODEM IN RESTROOM BUILDING.

## WIRE & CONDUIT TABLE

| CONDUIT NO. | CONDUIT SIZE | WIRE POWER | WIRE GROUND | TYPE* | REMARKS (CKT #) |
|---|---|---|---|---|---|
| 50 | 1" | 2-#12 | 1-#12 | CU | TYPICAL |
| 100 | EX.1.25" | 4-#2 | 1-#8 | CU | PANEL "PH" |
| 101 | 1" | 4-#8 | 1-#10 | CU | XFMR – PANEL "PL" |
| 102 | 1.5" | 4-#2 | 1-#8 | CU | PANEL "PL" |
| 103 | 1.5" | 4-#6 | 1-#10 | CU | PH(1,3,5) |
| 104 | 1.5" | 4-#2 | 1-#8 | CU | PANEL "PH" |
| 105 | 1" | 3-#10 | 1-#10 | CU | PL(2,4) |

* THIS COLUMN IDENTIFIES THE CONDUCTOR MATERIAL TYPE.
CU = COPPER, AL = ALUMINUM.

-WARNING-
OVERHEAD POWER LINES SAFETY PRODUCT CONSTRUCTION AWAY

Call 811 at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 811 or 1-800-STAKE IT (782-5348)


WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE
CHANDLER, ARIZONA 85225
PHONE: 480.497.5829
FAX: 480.497.5807
www.wrightengineering.us
Wright Project # 23394


REVISIONS:
1
2
3

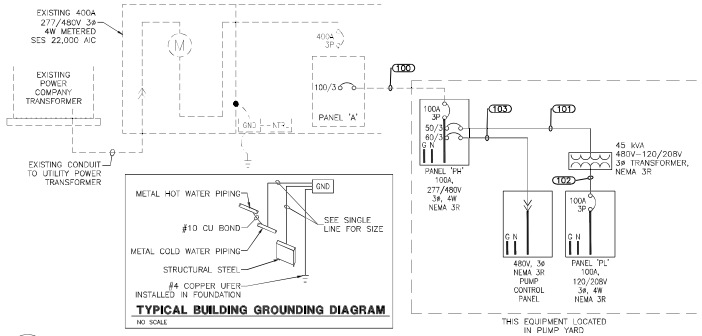
PLAN NAME
EARL EDGAR PARK PUMP STATION IMPROVEMENTS
ELECTRICAL PLANS

PRIME CONSULTANT INFORMATION

| COB PERMITTING APPROVED SEAL | COB ENGINEERING APPROVED SEAL |
|---|---|
| AS-BUILT SEAL | DESIGN SEAL |
| ORIGINAL PLAN DATE: 04/23/2024 | LATEST REVISION DATE |
| COB CONTRACT NO.: 2022003.21 T/O 3 | SHEET NUMBER: 15 OF 18 |
| SITE ELECTRICAL PLAN | E-201 |

SUBMITTAL: CONSTRUCTION DOCUMENTS
COB PLAN TRACKING #
COB PERMIT #: ENGCIP-24-

FILE: \2023\23394-Earl Edgar Park Pump Station\23394-E.dwg DATE: 04/23/2024 12:48:54 AM CTB: B-W.ctb PLOTTED BY: Idoro



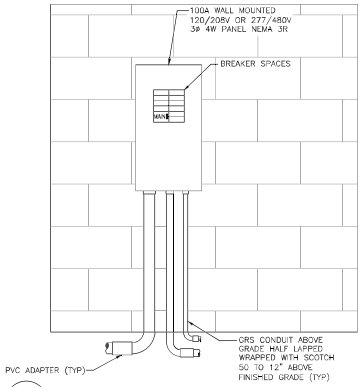

## 1A EXISTING 400A SINGLE LINE DIAGRAM

NO SCALE — 277/480V 3Ø 4W

GRAY OR DASHED INDICATES EXISTING, BOLD INDICATES PROPOSED

| PANEL NAME: PH | | | 277/480V, 3Ø, 4W | | | | 100A MAIN BKR | | |
|---|---|---|---|---|---|---|---|---|---|
| LOCATION: EQUIPMENT YARD | | | TYPE: PLUG-IN | | | | WALL MTD., NEMA 3R | | |
| CKT NO. | BKR SIZE | DESCRIPTION | LOAD | A⌀ | B⌀ | C⌀ | LOAD | DESCRIPTION | BKR SIZE | CKT NO. |
| 1 | 60/ | | 12471 | 15471 | | | 3000 | | 50/ | 2 |
| 3 | / | PUMP YARD CONTROL PANEL | 12471 | | 14246 | | 1775 | XFMR – PANEL 'PL' | / | 4 |
| 5 | /3 | | 12471 | | | 14931 | 2460 | | /3 | 6 |
| 7 | 20/1 | SPARE | 0 | 0 | | | 0 | SPARE | 20/1 | 8 |
| 9 | 20/1 | SPARE | 0 | | 0 | | 0 | SPARE | 20/1 | 10 |
| 11 | 20/1 | SPARE | 0 | | | 0 | 0 | SPARE | 20/1 | 12 |
| 13 | | BUSSED SPACE | 0 | 0 | | | 0 | BUSSED SPACE | | 14 |
| 15 | | BUSSED SPACE | 0 | | 0 | | 0 | BUSSED SPACE | | 16 |
| 17 | | BUSSED SPACE | 0 | | | 0 | 0 | BUSSED SPACE | | 18 |
| 19 | | BUSSED SPACE | 0 | 0 | | | 0 | BUSSED SPACE | | 20 |
| 21 | | BUSSED SPACE | 0 | | 0 | | 0 | BUSSED SPACE | | 22 |
| 23 | | BUSSED SPACE | 0 | | | 0 | 0 | BUSSED SPACE | | 24 |
| 25 | | BUSSED SPACE | 0 | 0 | | | 0 | BUSSED SPACE | | 26 |
| 27 | | BUSSED SPACE | 0 | | 0 | | 0 | BUSSED SPACE | | 28 |
| 29 | | BUSSED SPACE | 0 | | | 0 | 0 | BUSSED SPACE | | 30 |
| 31 | | BUSSED SPACE | 0 | 0 | | | 0 | BUSSED SPACE | | 32 |
| 33 | | BUSSED SPACE | 0 | | 0 | | 0 | BUSSED SPACE | | 34 |
| 35 | | BUSSED SPACE | 0 | | | 0 | 0 | BUSSED SPACE | | 36 |
| 37 | | BUSSED SPACE | 0 | 0 | | | 0 | BUSSED SPACE | | 38 |
| 39 | | BUSSED SPACE | 0 | | 0 | | 0 | BUSSED SPACE | | 40 |
| 41 | | BUSSED SPACE | 0 | | | 0 | 0 | BUSSED SPACE | | 42 |
| CODE TOTAL VA/⌀ | | | | 15471 | 14246 | 14931 | | *INDICATES LOAD @ 125% | | |
| CODE TOTAL AMPS/⌀ | | | | 55.9 | 51.4 | 53.9 | | 22,000 AIC BREAKERS | | |

| PANEL NAME: PL | | | 120/208V, 3Ø, 4W | | | | 100A MAIN BKR | | |
|---|---|---|---|---|---|---|---|---|---|
| LOCATION: EQUIPMENT YARD | | | TYPE: PLUG-IN | | | | WALL MTD., NEMA 3R | | |
| CKT NO. | BKR SIZE | DESCRIPTION | LOAD | A⌀ | B⌀ | C⌀ | LOAD | DESCRIPTION | BKR SIZE | CKT NO. |
| 1 | 20/1 | PUMP YARD RECEPTS | 1440 | 3000 | | | 1560 | MAIN FERTIGATION PUMP CONTROL | 20/ | 2 |
| 3 | 20/1 | PUMP YARD LIGHTS* | 215 | | 1775 | | 1560 | PANEL* | /2 | 4 |
| 5 | 20/1 | PUMP YARD RECEPTS | 960 | | | 2460 | 1500 | SECONDARY FERT. PUMP RECEPT* | 20/1 | 6 |
| 7 | 20/1 | SPARE | 0 | 0 | | | 0 | SPARE | 20/1 | 8 |
| 9 | 20/1 | SPARE | 0 | | 0 | | 0 | SPARE | 20/1 | 10 |
| 11 | 20/1 | SPARE | 0 | | | 0 | 0 | SPARE | 20/1 | 12 |
| 13 | 20/1 | SPARE | 0 | 0 | | | 0 | SPARE | 20/1 | 14 |
| 15 | 20/1 | SPARE | 0 | | 0 | | 0 | SPARE | 20/1 | 16 |
| 17 | 20/1 | SPARE | 0 | | | 0 | 0 | SPARE | 20/1 | 18 |
| 19 | 20/1 | SPARE | 0 | 0 | | | 0 | SPARE | 20/1 | 20 |
| 21 | 20/1 | SPARE | 0 | | 0 | | 0 | SPARE | 20/1 | 22 |
| 23 | 20/1 | SPARE | 0 | | | 0 | 0 | SPARE | 20/1 | 24 |
| 25 | 20/1 | SPARE | 0 | 0 | | | 0 | SPARE | 20/1 | 26 |
| 27 | 20/1 | SPARE | 0 | | 0 | | 0 | SPARE | 20/1 | 28 |
| 29 | 20/1 | SPARE | 0 | | | 0 | 0 | SPARE | 20/1 | 30 |
| 31 | 20/1 | SPARE | 0 | 0 | | | 0 | SPARE | 20/1 | 32 |
| 33 | 20/1 | SPARE | 0 | | 0 | | 0 | SPARE | 20/1 | 34 |
| 35 | 20/1 | SPARE | 0 | | | 0 | 0 | SPARE | 20/1 | 36 |
| 37 | 20/1 | SPARE | 0 | 0 | | | 0 | SPARE | 20/1 | 38 |
| 39 | 20/1 | SPARE | 0 | | 0 | | 0 | SPARE | 20/1 | 40 |
| 41 | 20/1 | SPARE | 0 | | | 0 | 0 | SPARE | 20/1 | 42 |
| CODE TOTAL VA/⌀ | | | | 3000 | 1775 | 2460 | | *INDICATES LOAD @ 125% | | |
| CODE TOTAL AMPS/⌀ | | | | 25.0 | 14.8 | 20.5 | | 22,000 AIC BREAKERS | | |




**NOTES**

1. APPROVED EQUAL MANUFACTURERS: SQUARE D, CUTLER HAMMER.
2. ALL WIRING SHALL BE INSTALLED IN AN ORGANIZED AND NEAT MANNER.
3. ALL EQUIPMENT SHALL HAVE LAMICOID NAMEPLATES WITH 1/4" LETTERING.
4. PANEL SCHEDULE SHALL BE NEATLY & ACCURATELY TYPED AND PLACED ON THE INSIDE DOOR ON A LAMINATED SHEET.
5. PAINT ALL EXPOSED CONDUIT AND EQUIPMENT TO MATCH WALL (COLOR PER OWNER).

## 1B 100A WALL MOUNTED PANEL

NO SCALE — 120/208V OR 277/480V 3Ø 4W

| PANEL NAME: A | | | 277/480V, 3Ø, 4W | | | | 400A MAIN BKR | | |
|---|---|---|---|---|---|---|---|---|---|
| LOCATION: SES | | | TYPE: BOLT ON | | | | PEDESTAL MTD., NEMA 3R | | |
| CKT NO. | BKR SIZE | DESCRIPTION | LOAD | A⌀ | B⌀ | C⌀ | LOAD | DESCRIPTION | BKR SIZE | CKT NO. |
| 1 | 30/ | | 4075 | 7471 | | | 3396 | | 30/ | 2 |
| 3 | / | LC1 | 4075 | | 7471 | | 3396 | LC2 | / | 4 |
| 5 | /3 | | 4075 | | | 7471 | 3396 | | /3 | 6 |
| 7 | 30/ | | 4075 | 7471 | | | 3396 | | 30/ | 8 |
| 9 | / | LC3 | 4075 | | 7471 | | 3396 | LC4 | / | 10 |
| 11 | /3 | | 4075 | | | 7471 | 3396 | | /3 | 12 |
| 13 | 30/ | | 4075 | 7471 | | | 3396 | | 30/ | 14 |
| 15 | / | LC5 | 4075 | | 7471 | | 3396 | LC6 | / | 16 |
| 17 | /3 | | 4075 | | | 7471 | 3396 | | /3 | 18 |
| 19 | 100/ | | 4680 | 5180 | | | 500 | | 20/ | 20 |
| 21 | / | 75KVA RESTROOM XFMR | 1 280 | | 11280 | | 0 | CONTROL XFMR | / | 22 |
| 23 | /3 | | 11100 | | | 11600 | 500 | | /3 | 24 |
| 25 | 30/ | | 7471 | 10867 | | | 3396 | | 20/ | 26 |
| 27 | / | SOCCER POLE P1 & P6 LIGHTS* | 747 | | 10867 | | 3396 | SOCCER POLE P2 LIGHTS* | / | 28 |
| 29 | /3 | | 747 | | | 10867 | 3396 | | /3 | 30 |
| 31 | 20/ | | 3396 | 10867 | | | 7471 | | 30/ | 32 |
| 33 | / | SOCCER POLE P3 LIGHTS* | 3396 | | 10867 | | 7471 | SOCCER POLE P4 & P5 LIGHTS* | / | 34 |
| 35 | /3 | | 3396 | | | 10867 | 7471 | | /3 | 36 |
| 37 | | BUSSED SPACE | 0 | 15471 | | | **15471** | | 100/ | 38 |
| 39 | 30/ | 10KVA TRANSFORMER | 500 | | 19246 | | **14246** | **PUMP YARD PANEL 'PH'** | / | 40 |
| 41 | /2 | | 500 | | | 19931 | **14931** | | /3 | 42 |
| 43 | 20/1 | PARKING LOT LIGHTS* | 4125 | 7845 | | | 372C | RAMADA LIGHTS* | 20/1 | 44 |
| 45 | 20/1 | PATH LIGHTS EAST* | 2866 | | 5610 | | 275C | DATING CAGE LIGHTS* | 20/1 | 46 |
| 47 | 20/1 | PATH LIGHTS WEST* | 3120 | | | 3120 | 0 | SPARE | 20/1 | 48 |
| CODE TOTAL VA/⌀ | | | | 72643 | 80283 | 78798 | | *INDICATES LOAD @ 125% | | |
| CODE TOTAL AMPS/⌀ | | | | 262.2 | 289.8 | 284.5 | | 22,000 AIC BREAKERS | | |

GRAY OR DASHED INDICATES EXISTING, BOLD INDICATES PROPOSED.
NEW BREAKERS TO MATCH TYPE AND AIC RATING OF EXISTING.

-WARNING-

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 811 or 1-800-STAKE IT (782-5348)

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE
CHANDLER, ARIZONA 85225
PHONE: 480.497.5829
FAX: 480.497.5807
www.wrightengineering.us
Wright Project # 23394

REVISIONS:

1

2

3

PLAN NAME

EARL EDGAR PARK PUMP STATION IMPROVEMENTS

ELECTRICAL PLANS

PRIME CONSULTANT INFORMATION

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

SUBMITTAL: CONSTRUCTION DOCUMENTS

AS-BUILT SEAL

DESIGN SEAL




ORIGINAL PLAN DATE: 04/23/2024

LATEST REVISION DATE

COB CONTRACT NO.: 2022003.21 T/O 3

SHEET NUMBER: 16 OF 18

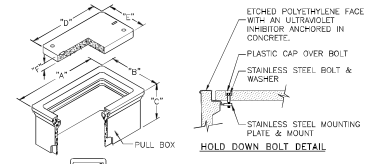
ELECTRICAL DETAILS

E-301

COB PLAN TRACKING #

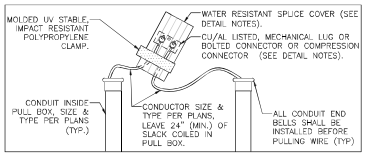
COB PERMIT #: ENGCIP-24-

FILE: \2023\23394-Earl Edgar Park Pump Station\23394-E.dwg DATE: 04/23/2024 12:35:31 AM CTB: B-W.ctb PLOTTED BY: Idaro




## 2 PULL BOX INSTALLATION

NO SCALE



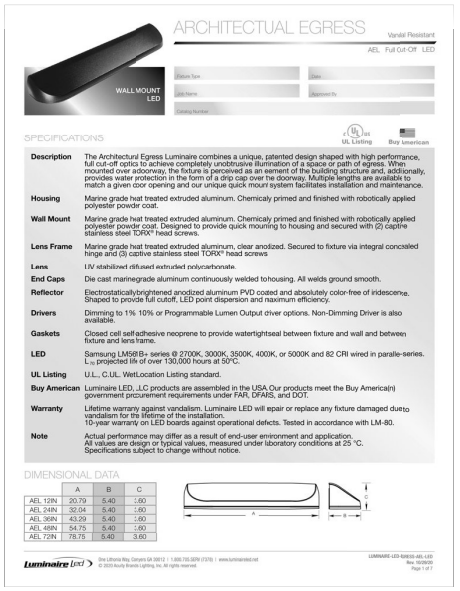

### SPLICES INSIDE PULL BOX

DETAIL NOTES:

1. THE PULL BOX SHALL BE MADE OF A HIGH DENSITY REINFORCED CONCRETE MATERIAL WITH END & SIDE KNOCKOUTS, & NON-SETTLING SHOULDERS TO MAINTAIN GRADE, MANUFACTURED WITH APPROXIMATE DIMENSIONS AS SHOWN.
2. STEEL REINFORCEMENT SHALL BE AS REGULARLY USED IN STANDARD PRODUCTS OF THE RESPECTIVE MANUFACTURER.
3. COVER LETTERING SHALL BE 1" LETTERS CAST IN STANDARD MARKINGS: "ELECTRIC" OR "HIGH VOLTAGE" OR "COMMUNICATIONS", AS REQUIRED.
4. THE PULL BOX SHALL HAVE AN ETCHED POLYETHYLENE FACE WITH AN ULTRAVIOLET INHIBITOR ANCHORED IN CONCRETE.
5. ALL CABLE & CONDUCTOR SPLICES MADE USING CU/AL LISTED, MECHANICAL LUG OR BOLTED CONNECTOR OR COMPRESSION CONNECTOR, (TYCO ELECTRONICS, NSI INDUSTRIES, ILSCO OR APPROVED EQUAL). CONNECTION TO BE INSULATED & MADE WATER RESISTANT WITH TYCO ELECTRONICS GELCAP-SL, NSI INDUSTRIES ESSLK-2/0 OR 3M SCOTCHCAST SPLICE KIT 85 SERIES.

DATA TABLE

| PULLBOX TYPE | PULLBOX LENGTH | PULLBOX WIDTH | PULLBOX HEIGHT | LID LENGTH | LID WIDTH | LID HEIGHT |
|---|---|---|---|---|---|---|
| | "A" | "B" | "C" | "D" | "E" | "F" |
| #3-1/2 | 19-3/4" | 14-1/4" | 12" | 15-1/2" | 10" | 1-3/4" |
| #5 | 25-1/8" | 15-5/8" | 12" | 20-3/4" | 10-5/8" | 2" |
| #7 | 35" | 22" | 12" | 30-1/2" | 17-1/2" | 2" |
| #9 | 40-1/2" | 28-1/4" | 18" | 35-1/2" | 24" | 3" |




## 3 PUMP YARD LIGHT CUT SHEET

NO SCALE


WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE
CHANDLER, ARIZONA 85225
PHONE: 480.497.5829
FAX: 480.497.5807
www.wrightengineering.us


Wright Project # 23394

REVISIONS:

1

2

3

PLAN NAME

EARL EDGAR PARK PUMP STATION IMPROVEMENTS

ELECTRICAL PLANS

PRIME CONSULTANT INFORMATION

COB PERMITTING APPROVED SEAL

COB ENGINEERING APPROVED SEAL

SUBMITTAL: CONSTRUCTION DOCUMENTS

AS-BUILT SEAL

DESIGN SEAL

Registered Professional Engineer (Retired) 72508 CLIFFORD M. TUMAN 1-31-26

Date 3-31-26

ORIGINAL PLAN DATE 04/23/2024

LATEST REVISION DATE

COB CONTRACT NO. 2022003.21 T/O 3

SHEET NUMBER 17 OF 18

ELECTRICAL DETAILS

E-302

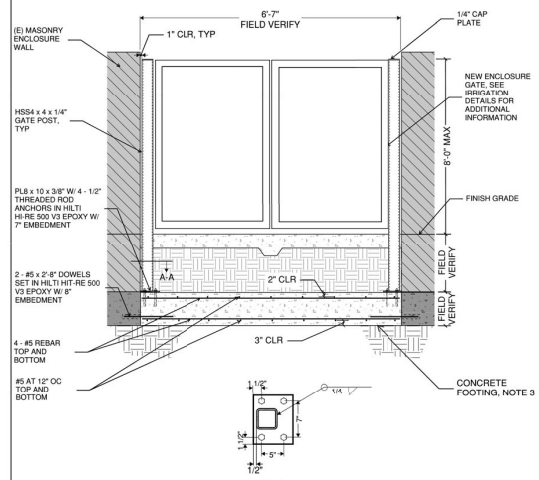
COB PLAN TRACKING #

COB PERMIT # ENGCIP-24-

-WARNING- OVERHEAD POWER LINES SAFETY PROJECT CONSTRUCTION AREA

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 811 or 1-800-STAKE IT (782-5348)

FILE: \2023\23394-Earl Edgar Park Pump Station\23394-E.dwg DATE: 04/23/2024 12:36:04 AM CTB: B-W.ctb PLOTTED BY: Idaho




NOTES:
1. CONCRETE COMPRESSIVE STRENGTH, fc' = 3000 PSI MINIMUM.
2. ROUGHEN VERTICAL FACE OF EXISTING CONCRETE FOOTING TO 1/4" AMPLITUDE AT INTERFACE WHERE NEW CONCRETE IS TO BE INSTALLED.
3. NEW CONCRETE FOOTING. MATCH EXSTING FOOTING THICKNESS AND WIDTH. NOTIFY STRUCTURAL ENGINEER IF THICKNESS IS LESS THAN 12" OR WIDTH IS LESS THAN 3'-0".

1 SSK01 CMU ENCLOSURE GATE POST AND FOOTING
NO SCALE

REFERENCE SHEET

MBJ MEYER BORGMAN JOHNSON
116 EAST UNIVERSITY DRIVE
SUITE 500
TEMPE, AZ 85281
TEL: 480.747.8737
www.mbjeng.com
STRUCTURE THAT SHAPES

Registered Professional Engineer (Structural)
CERTIFICATE NO. 74291
MICHAEL R. DAVIEAU
Date Signed 04/15/24
Exp. 12/31/24
Arizona, U.S.A.

EARL EDGAR PARK GATE
500 S MILLER RD, BUCKEYE AZ, 85326

| Project No. | Issued: | Sheet No. |
|---|---|---|
| P24.137.0 | 04/15/24 | SSK01 |
| Drawn: JLVJ | Checked: MD | |

REVISIONS
| # | REV | DATE |
|---|---|---|

-WARNING-
OVERHEAD POWER LINES ON THIS PROJECT CONSTRUCTION LIMITS

Call at least two full working days before you begin excavation
ARIZONA 811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

REVISIONS:
1
2
3

PLAN NAME
EARL EDGAR PARK PUMP STATION IMPROVEMENTS
STRUCTURAL GATES DETAIL

PRIME CONSULTANT INFORMATION
JL Design
4848 E COTTON GIN LOOP #2 PHOENIX, AZ 85040 (602)438-2221

| COB PERMITTING APPROVED SEAL | COB ENGINEERING APPROVED SEAL |
|---|---|
| AS-BUILT SEAL | DESIGN SEAL |
| ORIGINAL PLAN DATE 4/23/2024 | LATEST REVISION DATE |
| COB CONTRACT NO. 2022003.21 T/O 3 | SHEET NUMBER 18 OF 18 |
| | S-101 |

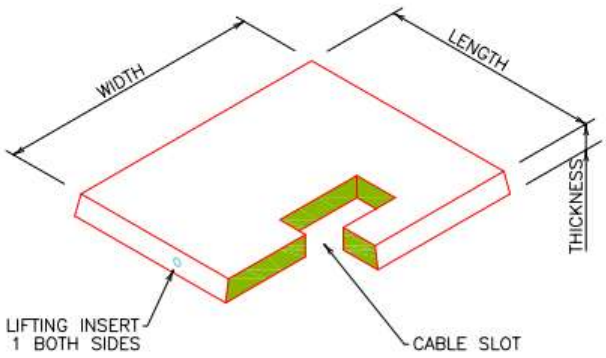
SUBMITTAL: CONSTRUCTION DOCUMENTS

COB PLAN TRACKING #

COB PERMIT # ENGCIP-24-

FILE:P:\211569.004\J2Cad\Sheets\1569.004-S100.dwg DATE: 04/22/2024 6:37:21 PM CTB: B-W.ctb PLOTTED BY: kwalin

ALL CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4500 psi.
REINFORCING STEEL SHALL COMPLY WITH ASTM A615 GRADE 60, A706 GRADE 60 OR A497 GRADE 70.
BAR BENDING AND PLACEMENT SHALL COMPLY WITH THE LATEST ACI STANDARDS




| LENGTH | WIDTH | THICKNESS | SLOT SIZE | APPROXIMATE WEIGHT |
|---|---|---|---|---|
| 40" | 40" | 6" | 8"x24" | 800 LBS. |
| 40" | 53" | 4" | 10"x28" | 700 LBS. |
| 42" | 42" | 6" | 12"x24" | 800 LBS. |
| 44" | 46" | 6" | 8"x24" | 1000 LBS. |
| 42" | 52" | 6" | 12"x24" | 1000 LBS. |
| 44" | 52" | 6" | 8"x24" | 1100 LBS. |
| 44" | 60" | 6" | 8"x24" | 1300 LBS. |
| 48" | 48" | 4" | 14"x32" | 700 LBS. |
| 48" | 60" | 6" | 12"x24" | 1400 LBS. |
| 58" | 58" | 6" | 12"x24" | 1700 LBS. |
| 60" | 72" | 6" | 12"x24" | 2200 LBS. |
| 64" | 80" | 6" | 10"x30" | 2600 LBS. |
| 72" | 72" | 6" | 10"x36" | 2600 LBS. |
| 72" | 96" | 6" | 15"x42" | 3300 LBS. |
| HLP-1 43" | 43" | 5" | 11"x31" | 700 LBS. |
| HLP-2 60" | 60" | 6" | 12"x31" | 1700 LBS. |

BUCKEYE, AZ

# PROJECT SPECIFICATIONS

**For**

# Earl Edgar Park Pump Improvements

***April 24th, 2024***

Prepared by:

**J2 Design**

4649 E. Cotton Gin Loop, Ste. B2

Phoenix, Arizona 85040-8889

# Technical Specifications

**Division 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

00 01 07 Seals Page

00 26 00 Procurement Substitution Procedures

**DIVISION 01 - GENERAL REQUIREMENTS**

01 10 00 Summary of Work

01 22 23 Submittals Shop Drawings, Product Data and Samples

01 26 13 Contractors Request for Information/Interpretation (RFI)

01 26 14 RFI Form

01 31 19 Project Meetings

01 45 00 Quality Control

01 45 23 Testing and Inspection Services

01 50 00 Temporary Facilities

01 73 29 Cutting and Patching

01 78 36 Guarantees and Warranties

**DIVISION 03 – CONCRETE**

03 10 00 Concrete Forming and Accessories

03 30 00 Cast-In-Place Concrete

**DIVISION 05 – METAL**

05 50 00 Metal Fabrications

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# CITY OF BUCKEYE, ARIZONA

**PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS**

**FOR**

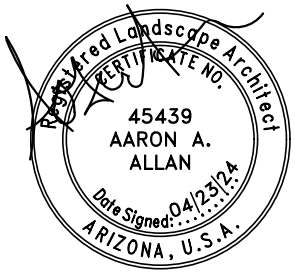
## EARL EDGAR PARK PUMP IMPROVEMENTS

**Professional Seals:**

This book of specifications and related contract documents represents the efforts of the following firms:

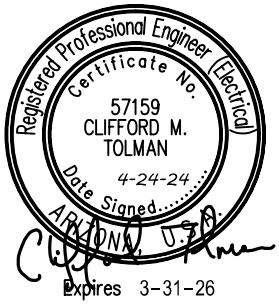
1. J2 Design (J2) – Pump & Irrigation Design (Landscape Architecture)
2. Wright Engineering – Electrical Engineering Design

J2 – Landscape Architecture:




Expires: 12/31/2024

Wright Engineering




Expires 3-31-26

## SECTION 00 26 00

## PROCUREMENT SUBSTITUTION PROCEDURES

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

1.1 DEFINITIONS

A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted prior to receipt of bids.

1.2 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.3 PROCUREMENT SUBSTITUTIONS

A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Contract Documents, including Addenda. Bidders may request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.

B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined solely by Architect or Engineer; otherwise requests will be returned without action:

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

A. Procurement Substitution Request: Submit to City of Buckeye. Procurement Substitution Request must be made in writing in compliance with the following requirements:

1. Requests for substitution of materials and equipment will be considered if received no later than 14 days prior to date of bid opening.
2. Submittal Format: Submit two copies of written Procurement Substitution Request, using CSI Substitution Request Form 1.5C.

    a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
    b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:

        1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
        2) Copies of current, independent third-party test data of salient product or system characteristics.
        3) Samples where applicable or when requested by Architect.
        4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
        5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
        6) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.

    c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
    d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Action:

1. City of Buckeye may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. City will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Contract Documents.

C. Approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT

# SECTION 01 10 00
# SUMMARY OF WORK

## PART 1 - GENERAL PROJECT REQUIREMENTS

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

### 1.01 WORK INCLUDED

A. The scope of work for the Contract shall include all work indicated or specified within the contract limit lines unless the work is specifically indicated as "Not in Contract". Also, included is all work which may be necessary to provide all water, sewer, telephone, and electrical service to the site, including replacement of paving to meet the requirements of governing municipal authorities.

B. Conform to MAG Section 104, “Scope of Work”, City of Buckeye requirements, and the contract.

### 1.02 PROJECT DESCRIPTION

A. “Project:” of which the “Work” of this contract is a part, is titled:

**Earl Edgar Park Pump Improvements**

The park is located within the City of Buckeye at 201 E. Centre Ave., Buckeye, AZ 85326.

B. The “Project” consists of the replacement of an existing booster pump system with a new pump system with additional appurtenances as noted per plans including, but not limited to:

1. Removal of existing pump station & associated piping.
2. Installation of a new fertigation system with new concrete pad under storage tank.
3. New Aggregate Base Course ground surface treatment inside pump yard.
4. Relocating salvaged 2” backflow preventer with new concrete pad and enclosure.
5. Electrical service for pump and fertigation systems with new lighting inside pump yard.
6. Removal of existing master valve vault and equipment.
7. Installation of new hydrometer with smaller master valve and flow sensor bypass.
8. Reconfiguration of ductile iron pipe pump inlet and discharge pipes.
9. Installation of new control wires between pump station and existing irrigation controller.
10. Other work shown on the drawings and specified herein.

## 1.03 SPECIFICATIONS

A. In the preparation of these Specifications an effort has been made to segregate the various branches of the work under headings, by trades. This is done only for convenience and shall not relieve the Contractor of the responsibility of furnishing every item indicated or specified whether properly segregated or not.

B. No responsibility will be assumed by the Owner or the Engineer for omissions or duplications by the Contractor in the completion of the Contract due to any engineer error in the arrangement of the material in these Specifications nor shall any such segregation of work and materials operate to make the Engineer an arbiter in defining limits to the Agreements between the Contractor and his Subcontractors or Suppliers. The misplacement, addition or omission of any letter, word or punctuation, or lack of capitalization of a word, shall in no way damage the true spirit, intent, or meaning of these Specifications.

## 1.04 PROJECT MANUAL

A. Definition: The "Project Specifications and Contract Documents," including MAG and City of Buckeye Supplements, may be referred to herein as the "Project Manual."

B. Purpose: This Project Manual has been prepared by the Engineer for the Owner's use in the Owner's agreement with the Contractor. It is understood that the Contractor may have other or additional requirements in his agreement with his subcontractors or suppliers.

C. Segregation: In the preparation of this Project Manual, an effort has been made to segregate the various branches of the Work under headings, generally by trades or categories of work. This has been done for the convenience of the Engineer, and the Contractor shall have the responsibility of coordinating and furnishing every item indicated or specified whether properly segregated for his benefit or not.

D. Contractor's Use of Project Manual: No responsibility will be assumed by the Engineer for omissions or duplications made by the Contractor in the completion of the Contract due to any alleged error in arrangement of the material in this Project Manual, nor shall any such segregation of work and materials operate to make the Engineer an arbiter in defining limits to the agreements between the Contractor and his subcontractors or suppliers.

E. Intent: The misplacement, addition or omission of letters, words, or punctuation marks, or lack of capitalization of words, shall in no way damage the true spirit, intent, or meaning of this Project Manual.

F. References to Drawings: The words "shown," "indicated," "noted," "scheduled," or words of like effect shall be understood to mean that reference is made to the Drawings accompanying this Project Manual.

## 1.05 DISPOSITION OF UTILITIES

A. Procedure: Observe rules and regulations governing the respective utilities in executing all work under this heading.

B. Protection: Adequately protect active utilities from damage and remove or relocate only as indicated or specified.

C. Inactive and Abandoned Utilities: Remove, plug or cap inactive and abandoned utilities encountered during the Work. If there are no specific requirements, plug or cap such utility lines per applicable standards currently in use by the City of Buckeye, and APS.

D. Care and Maintenance: Send proper notices, make all necessary arrangements and perform all services required in the care and maintenance of all public utilities.

## 1.06 ARCHITECTURAL AND ENGINEERING SERVICES

A. It is understood that normally the Owner provides for engineering liaison for the purpose of interpretation of the Contract Documents. Should services of the Engineer be required to assist in the corrections, errors or omissions in the construction by the Contractor, or should services of the Engineer be required because of changes in structure or equipment where the Contractor has requested approval of substitute methods or materials, these services will be provided by the Engineer at standard hourly rates, and shall be paid for by the Contractor.

Cost of additional design work, revisions or inspection necessitated due to the Contractor's errors or omissions, shall be borne by the Contractor. Any engineering design provided by others and submitted for review shall bear the seal of an Engineer registered in Arizona. The Contractor shall verify in the field all existing conditions shown on the Drawings.

The Contractor or subcontractor shall not deviate from these plans or make field changes without notifying in writing, the design engineer for approval of these modifications. Any changes made without approval of the design engineer are subject to removal at the expense of the Contractor.

Any questions raised relative to accuracy of improvement installation shall not be raised subsequent to completion of work unless all survey stakes are maintained intact. Should such stakes not be present and verified as to their origin, no claim for additional compensation for correction shall be presented to any party and such work shall be corrected by the Contractor at his expense.

The Contractor shall preserve essential survey monumentation/offset points set by the City. Any such points disturbed shall be re-established at the Contractor's expense.

## 1.07 CONTRACTOR'S LICENSE LAW

A. The Contractor shall comply with, and require all subcontractors to comply with, state and City contractor's license laws and be duly registered and licensed there-under.

## 1.08 APPROVED APPLICATORS

A. Where specific instructions in these Specifications require that a particular product and/or material(s) be installed and/or applied by an approved applicator of the manufacturer, ensure that subcontractors used for such work be so approved.

## 1.9 WATERTIGHT-WEATHERTIGHT AND SUITABLE FOR INTENDED USE

A. The Contractor shall accept the responsibility of constructing a watertight, weather-tight, free-draining, usable project, suitable for use as a public park, anything in the Contract Documents notwithstanding.

## 1.10 EXTRA WORK

A. In accordance with the Agreement, and when authorized in writing by the Owner, extra work may be ordered. Claims for additional compensation for extra work done will not be recognized unless such extra work has been authorized in advance and in writing by the Owner.

## 1.11 SIGNED DRAWINGS AND SPECIFICATIONS

A. The Contract Documents shall be signed in accordance with the Agreement. These shall become the Contract Drawings and Project Specifications and Contract Documents. Keep one set at the job site at all times during the progress of the Work.

## 1.12 CONTRACTOR USE OF PREMISES

A. Storage Areas: The Contractor shall limit the storage of materials and equipment to areas as designated by the Owner.

B. Responsibility: The Contractor shall assume all responsibility for stored materials and equipment during the construction period and until final acceptance of the Work by the Owner.

## 1.13 PROTECTION OF EXISTING FEATURES:

Contractor shall protect all existing improvements unless noted on plans for demolition. If damaged the contractor will repair or replace back to original condition and approval of the engineer.

## 1.14 SWPP PLANS AND PERMIT

This project will not require a SWPP plan or AZPDES permit.

## 1.15 DUST CONTROL PLANS AND PERMIT

This project will require a Dust Control plan and NOI permit.

## 1.16 MCESD PERMIT AND AOC

This project will require a Maricopa County Environmental Services Department (MCESD) permit with ATC (Approval To Construct) and Approval Of Construction (AOC) from MCESD.

END OF SECTION

# SECTION 01 22 23

# SUBMITTALS SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

## PART I GENERAL

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

1.01 CONSTRUCTION SCHEDULE

A. Submit 3 copies and a PDF of the Construction Schedule, broken down by Trade or Material, to the Engineer for approval prior to the first Pay Request. Schedule shall be by CPM or bar graph type, and shall show proposed starting and completion dates for each Trade and activity for the Work. Submit 3 copies and a PDF of updated schedule at each Pay Request field review to the Engineer.

B. Submit completed material delivery schedule to the Engineer no later than 20 calendar days after the date of the Agreement. Identify material critical to the progress of the Project and those for which long lead time in procurement is anticipated. Indicate projected dates for submittal, order and delivery of such material.

1.02 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Shop Drawings:

1. Following Contractor's review and approval, submit to the Engineer one print and of each Drawing for review and a single PDF file of the print(s)
2. The Engineer will review the Drawings and affix a stamp to the print indicating the findings of the review, and will return a print and PDF to the Contractor.
3. Comments, if any, will be noted directly on the print and PDF.
4. The Contractor shall then print and distribute (print and/or PDF) the appropriate Trades/Sub-contractors/Suppliers and to Contractor's job personnel as required.
5. If a print/PDF is indicated to be corrected and resubmitted, correct and resubmit as outlined above.
7. Submit Shop Drawings/submittals per the Plans and individual specifications sections as requested by the engineer or City and per, but not limited to, the list below:
   a. Electrical Gear, Conduits, & Conductors
   b. Pump Station
   c. Fertigation System
   d. Ductile Iron Pipe & Fittings
   e. Hydrometer
   f. Master Valve & Flow Sensor

B. Product Data:

1. Following Contractor's review and approval, submit to the Engineer 2 “hard” copies and a Single PDF file, of Manufacturer's catalogs and brochures as required by the Specifications. Resubmit corrected copies for approval in accordance with original submittal.

2. Submit Product Data per the individual specifications sections, as requested by the engineer or city and per but not limited the list in Section A above.

C. Samples:

1. Following Contractors review and approval, submit to the Engineer samples of materials in quantities and sizes as required by the Specifications.
2. Submittals required other than for selection of color, texture, fabric or finish shall be given to the Engineer at a time determined by the Contractor, which will allow for resubmittal and which will not cause and delay in the Work.
3. Corrected samples shall be resubmitted for approval as per the original submittal.
4. Submit Product Samples per the individual specifications sections, as requested by the engineer or City and per, but not limited to the list in Section A above.

D. Color Selection: Within 30 days of the date of Agreement, submit to the Engineer for approval, samples and appropriate information required for the selection of colors, textures, fabric and finishes for the entire Project. Final selection of color, textures, fabrics or finishes will not be made until all applicable and related submittals have been provided. If the Contractor fails to provide the required samples and related information within the time period, the Engineer shall have the option of selecting colors, textures, fabric, finishes or specific materials from those specified or approved and the Contractor shall be obligated to provide the material selected by the Engineer.

E. Submit Shop Drawings and Samples for only those items specifically mentioned in the Specifications. Contractor shall be responsible for obtaining Shop Drawings required for the progress of the Work, even though such Shop Drawings may not require the Engineer's review.

1.03 QUALITY CONTROL SUBMITTALS

A. Equipment Lists: Following Contractor's review and approval, submit to the Engineer 2 “hard” copies and a Single PDF file of the complete lists of major items of mechanical, plumbing and electrical equipment and materials, within 30 calendar days after date of Agreement. Submit all items at one time. Partial list will not be acceptable. Submittals shall include the Manufacturer's Specifications, weights, space requirements, physical dimensions, rating of equipment and supplemental information requested by the Engineer. Submit performance curves for pumps and fans. Where a submittal sheet describes items in addition to that item being submitted, delete such items. Clearly note equipment and materials which deviate from those shown or specified in size, weight, required clearances, and location of access. Modifications to the Work as shown or specified in submittals shall be indicated and shall be provided by the Contractor as a part of the Work.

B. Manufacturer's Instructions: Where Specifications require Work to be furnished, installed or performed in accordance with specified product Manufacturer’s instructions; distribute copies of such instructions to concerned parties.

C. PDF file: When submitting shop drawings, product data or samples please submit a Single “combined” PDF file. Do NOT submit multiple files with in a single submittal.

END OF SECTION

# SECTION 01 26 13

# CONTRACTOR'S REQUESTS FOR INFORMATION / INTERPRETATION (RFI)

## PART I GENERAL

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

1.01 SUMMARY

A. Section Includes: Administrative requirements for requests for information interpretation. Any Request for Information/Interpretation shall be in compliance with City of Buckeye requirements as identified in the City's General Conditions.

1.02 DEFINITIONS

A. Request For Information/Interpretation (RFI):
   1. A document submitted by the Contractor requesting clarification of a portion of the Contract Documents, hereinafter referred to as RFI.
   2. A properly prepared request for information/interpretation shall include a detailed written statement that indicates the specific Drawings or Specification in need of clarification and the nature of the clarification requested.
      a. Drawings shall be identified by drawing number and location on the drawing sheet.
      b. Specifications shall be identified by Section number, page and paragraph.
   3. Requests for Information: Request made by Contractor concerning items not indicated on drawings or contained in Project Manual that is required to properly perform the work.
   4. Requests for Interpretations. Request made by Contractor in accordance with Owner's Representative's third party obligations to the contract for construction.

B. Improper RFI's:
   1. RFI's that are not properly prepared.

C. Frivolous RFI's:
   1. RFI's that request information that is clearly shown on the Contract Documents.

1.03 CONTRACTOR'S REQUESTS FOR INFORMATION

A. RFI's shall be submitted on ***01 26 14 RFI Form*** included in the Project Manual.
   1. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after photocopying or transmission by facsimile (fax).
   2. RFI's shall be submitted in numerical order with no breaks in the consecutive numbering.
   3. Each page of attachments to RFI's shall bear the RFI number and shall be consecutively numbered in chronological order.
   4. RFI's may be submitted by E-Mail.
      a. Submittal by E-Mail is the preferred method of submittal.
      b. Address for E-Mail will be distributed by the Engineer at the Pre-Construction Conference.

c. An electronic version of ***01 26 14 RFI Form*** will be provided upon request.

B. When the Contractor is unable to determine from the Contract Documents, the material, process or system to be installed, the Engineer shall be requested to make a clarification of the indeterminate item.

1. Wherever possible, such clarification shall be requested at the next appropriate project meeting, with the response entered into the meeting minutes. When clarification at the meeting is not possible, either because of the urgency of the need, or the complexity of the item, Contractor shall prepare and submit an RFI to the Engineer.
2. RFI requesting clarification of an item required of a document known to have been prepared by a consultant to the Engineer may be sent directly to the consultant with a copy to the Engineer, if this direct communication is approved by the Engineer.

C. Contractor shall endeavor to keep the number of RFI's to a minimum. In the event that the process becomes unwieldy, in the opinion of the Engineer, because of the number and frequency of RFI's submitted, the Engineer may require the Contractor to abandon the process and submit future requests as submittals, substitutions or requests for change.

D. RFI's shall be originated by the Contractor.

1. RFI's from subcontractors or material suppliers shall be submitted through, reviewed by, and signed by the Contractor prior to submittal to the Engineer.
2. RFI's from subcontractors or material suppliers sent directly to the Owner's Representative, Engineer or the Engineer's consultants shall not be accepted and will be returned unanswered.

E. Contractor shall carefully study the Contract Documents to assure that the requested information is not available therein. RFI's which request information available in the Contract Documents will be deemed either "improper" or "frivolous" as noted above.

F. In cases where RFI's are issued to request clarification of coordination issues, for example, pipe and duct routing, 'clearances, specific locations of work shown diagrammatically, and similar items, the Contractor shall fully lay out a suggested solution using drawings or sketches drawn to scale, and submit same with the RFI. RFI's which fail to include a suggested solution will be returned unanswered with a requirement that the Contractor submit a complete request.

G. ***RFI's shall not be used for the following purposes***:

1. To request approval of submittals
2. To request approval of substitutions,
3. To request changes which are known to entail additional cost or credit. (A Change Order Request form shall be used.)
4. To request different methods of performing work than those drawn and specified.

H. In the event the Contractor believes that a clarification by the Engineer results in additional cost or time, Contractor shall not proceed with the work indicated by the RFI until a Change Order (or Construction Change Directive, if applicable to project) is prepared and approved. RFI's shall not automatically justify a cost increase in the work or a change in the project schedule.

1. Answered RFI's shall not be construed as approval to perform extra work.
2. Unanswered RFI's will be returned with a stamp or notation: Not Reviewed.

I. Contractor shall prepare and maintain a log of RFI'S, and at any time requested by the Engineer, Contractor shall furnish copies of the log showing outstanding RFI'S. Contractor shall note unanswered RFI's in the log.

J. Contractor shall allow up to 5 working days review and response time for RFI'S, unless review is required of multiple consultants, then the review and response period shall be 7 working days.
   1. The Engineer will endeavor to respond in a timely fashion to RFI'S.
   2. RFI shall state requested date/time for response, however, this requested date/time for response is not a guarantee that the RFI will be answered by that date/time if that date/time is too expeditious

1.04 ENGINEER'S RESPONSE TO RFI'S

A. Engineer will respond to RFI's on one of the following forms:
   1. Properly prepared RFI'S:
      a) Response directly upon Request for Information / Interpretation form. Engineer's Supplemental Instruction
      b) Request for Proposal.
   2. Improper or Frivolous RFI's
      a) Notification of Processing Fee(s).
      b) Unanswered RFI's will be returned with a stamp or notation: Not Reviewed.
   3. Answers to properly prepared RFI's may or may not be made directly upon the RFI form as deemed appropriate by the Engineer.

B. Engineer may opt to retain RFI's for discussion during regularly scheduled project meetings for inclusion of responses in meeting minutes in lieu of responding on a written form.

**PART 2 PRODUCTS**

Not applicable.

**PART 3 EXECUTION**

Not applicable.

**END OF SECTION 01 26 13**

SECTION 01 26 14

REQUEST FOR INFORMATION / INTERPRETATION

# Earl Edgar Park Pump Improvements

Project: **City of Buckeye** R.F.I. Number:

**Earl Edgar Park Pump Imp.** From:

To: Date:

A/E Project Number:

Specification Section: Paragraph: Drawing Reference: Detail

**Request:**

*Requested Date/Time for Response:

Signed by:

**Response:**

Attachments

Response From: To: *Date Rec'd: *Date Ret'd:

Signed by:

Copies: Owner Consultants File

* Contractor shall allow up to 10 working days review and response time for RFI'S, unless review is required of multiple consultants, then the review and response period shall be 14 working days.

# SECTION 01 31 19
# PROJECT MEETINGS

PART 1 - GENERAL

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

1.01 WORK SPECIFIED HEREIN

A. This Section describes criteria for Project meetings to be held both before and during construction. This Section is complementary to the General conditions and Special Provisions and nothing herein shall be considered to waive any requirements of City of Buckeye's General conditions or City of Buckeye Project Specific Provisions and Special Provisions.

1.02 PRECONSTRUCTION CONFERENCE

A. A Preconstruction Conference to discuss the Project work will be held at a time and location established at a later date. The Contractor, together with representatives of his major Subcontractors, shall attend. Representatives of the City, the Engineer, and Utility Companies will be invited to attend. The purpose of this conference is to discuss the Project in detail, including scheduling of work, and to answer any questions that may arise. See the General Conditions for what the Contractor is to supply at this meeting. Unless followed up in writing, verbal authorizations or acknowledgment by anyone present shall not be binding.

1.03 PROGRESS MEETINGS

A. At a time designated by the **City**, **weekly Progress Meetings** will be held at the job site or designated location. The Contractor, together with representatives of his major Subcontractors, shall attend, as will the Owner or Owner's Representative. **The Contractor shall be responsible for notifying the Subcontractors of their required attendance. The contractor shall be responsible for recording all minutes of each meeting and distributing those minutes to all attendees within 5 calendar days of the meeting.** The purpose of these meetings is to discuss the job progress, and to resolve any problems that may have developed since the last meeting. Unless followed up in writing, verbal authorizations or acknowledgments by anyone present shall not be binding.

**END OF SECTION 01 31 19**

# SECTION 01 45 00
# QUALITY CONTROL

## PART 1 GENERAL

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

1.01 TESTING LABORATORY SERVICES

A. **Contractor shall retain** an independent testing laboratory, acceptable to the Engineer, to perform their Work called for in the Specifications**, and pay cost of services** as an incidental item to the contract.

B. Contractor shall furnish samples for such tests and deliver them to the testing agency as directed by the Engineer.

C. The testing laboratory shall distribute copies of reports as follows:

1. 1 electronic copy to the Engineer
2. 1 electronic copy to the City
3. 1 electronic copy to the Contractor

D. Costs for retesting required due to Contractor's failure to comply with specified requirements shall be paid for by the Contractor.

E. The following list is intended as a guide to the Contractor to aid in the determining testing requirements for the project, however, the requirements specified in the technical sections, MAG, City of Buckeye Supplements, shall take precedence over this list and this list is not to be interpreted as being complete. Contractor is referenced to the Architectural Specifications for any and all building related testing.

03 30 00 Cast-In-Place Concrete

32 13 13 Concrete Paving

32 16 13 Concrete Curbs and Gutters

1.02 CONTRACTOR'S QUALITY CONTROL

A. Where Specifications require that a particular product be installed and/or applied by an Applicator approved by the Manufacturer, it is the Contractor's responsibility to ensure that Subcontractor employed for such Work is approved. Such Subcontractor(s) shall provide evidence of being approved when requested by the Engineer.

B. Work shall be executed by mechanics skilled in the Work required. Conform to the methods, standards and accepted practices of the Trade or Trades involved.

**END OF SECTION 01 45 00**

# SECTION 01 45 23
# TESTING AND INSPECTION SERVICES

## PART 1 – GENERAL

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

1.01 WORK SPECIFIED HEREIN

A. This Section outlines requirements covering testing laboratory services and inspection required during the course of construction of the Project. Testing procedures, when required, will be in accordance with pertinent codes and regulations and with selected standards of the American Society for Testing and Materials (ASTM).

B. The Owner shall approve the independent testing laboratory provided by the contractor.

C. Cooperate with the Owner's selected testing laboratory and all others responsible for testing and inspecting the Work.

D. Provide other testing and inspecting as specified to be furnished by the Contractor in this Section and/or elsewhere in these Specifications.

E. Conform to MAG Section 106, "Control of Materials." If compliance with MAG or different standards are specified within these specifications and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to City of Buckeye for a decision before proceeding.

1.02 TESTING

A. Project Requirements and Code Compliance Testing: Inspections and tests required by the plans, specification and geotechnical report, codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, **shall be the responsibility of and shall be paid for by the Contractor,** unless otherwise provided in the Contract Documents.

B. The Contractor shall hire, at his expense, the testing lab to conduct all initial testing. The City may hire a separate testing lab for quality assurance at their expense.

C. Contractor's Convenience Testing: Inspecting and testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

D. Cooperation with Testing Laboratory: Representatives of the testing laboratory shall have access to the Work at all times. Provide facilities for such access in order that the laboratory may properly perform its function.

E. Taking Specimens: Specimens and samples for testing, unless otherwise provided in the Contract Documents, will be taken by the testing personnel. Sampling equipment and personnel will be provided by the testing laboratory. Deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

F. Alternative Inspection Procedure: The Owner shall have the right to require alternative inspection procedure other than as specified when in the Owner's judgment; other inspections are required

to demonstrate compliance with the Contract requirements. Costs of such alternative inspections will be borne by the Owner if products are found to comply; otherwise, costs shall be borne by the Contractor.

G. Testing Laboratory Services:

a. The respective Sections of these Specifications contain detailed requirements for materials testing and inspections to be performed by an approved testing laboratory.

b. Testing laboratory shall report the results of all tests, in writing simultaneously to the following:

| | | |
|---|---|---|
| i. | Engineer | 1 electronic copy |
| ii. | Contractor | 1 electronic copy |
| iii. | City | 1 electronic copy |

**END OF SECTION 01 45 23**

# SECTION 01 50 00

# TEMPORARY FACILITIES AND CONTROLS

## PART I GENERAL

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

1.01 GENERAL

A. Comply with codes and regulations regarding potable drinking water, sanitation, dust control, fire protection, and other temporary controls.

B. Remove temporary office facilities, toilets, storage sheds and other construction of temporary nature from the site as soon as, in the opinion of the Engineer, the progress of the work will permit. Recondition and restore to a condition acceptable to the Engineer, areas of the site occupied by temporary facilities.

C. Obtain written approval from the Owner a minimum of 72 hours prior to disconnection or shutting off service or utility.

1.02 PROTECTIVE WORK

A. Conform to MAG Section 107, "Legal Relations and Responsibility to Public."

B. General: The Contractor shall adopt every effective means to minimize interference to traffic, inconvenience, discomfort, and damage to the public and property damage or other losses during the Contract, and shall be responsible for initiation of and the performance of all precautionary measures including instruction or workmen in accomplishing the purpose.

C. Safety: Adequate safety measures and facilities shall be provided and maintained by the Contractor to protect workmen and the general public from injury or death from any cause. The contractor shall exercise every precaution in all the construction and installation work required by this Contract.

D. Unauthorized entry: The Contractor shall provide every effective means including fencing to prevent entrance by unauthorized persons or personnel to the construction area. All construction areas shall be closed and locked during nonworking hours.

E. Protection of property: All existing buildings, structures, equipment, facilities, planting, walks, curbs, pavement, surfaces, painting, etc., except those items specified or indicated to be removed as a part of this Work or this Contract shall be replaced or repaired as directed by the Owner, and at the Contractor's expense.

1.03 TEMPORARY FACILITIES

A. General: Arrange for and provide temporary facilities and controls as specified herein and as required for the proper and expeditious prosecution of the Work. Facilities shall be provided at the site as approved by the City of Buckeye.

B. Utilities: Make all temporary connections to utilities and services in locations acceptable to the Owner, Engineer, and local authorities having jurisdiction thereof; furnish all necessary labor and materials, and make all installations in a manner subject to the acceptance of such authorities and the Engineer; maintain such connection; remove the

temporary installation and connections when no longer required; restore the services and sources and supply to proper operating condition. Contractor to pay all costs for electrical services and water if needed, including Contractor installation costs.

C. Temporary Construction Offices:

1. The Contractor shall provide a temporary field office building for use by him and the subcontractors and for the purpose of weekly field meetings.
2. The field offices shall consist of temporary buildings or trailers providing adequate space requirements, lighting, ventilation and means of ingress and egress suitable to the intended use. The Owner's building shall be per the CMAR contract.
3. The office buildings shall be equipped with heating and cooling equipment capable of maintaining an ambient air temperature of 70 degrees F. plus/minus 5 degrees.
4. Provide for the Owner's exclusive use the following equipment and furnishings:
    A. One large meeting room with operable window and lockable outside door or per the contract.
    B. One large meeting room with one large conference table with chairs for meetings for up to 10 people or per the Design-Build contract.

    The Contractor shall be responsible for maintaining all facilities and equipment in good working condition and cleaning. Utility costs shall be the responsibility of the Contractor.
5. The contractor shall seek concurrence for the location of the temporary offices with the City of Buckeye Engineer. The Offices shall remain on the project site up to substantial completion and acceptance of the work by the City (or the construction phase of the work where landscape establishment is involved.) The offices shall be fully equipped with all utilities in service and shall be acceptable to the Engineer prior to commencement of any project construction activity.
6. Upon completion of the Project and following removal of offices and any appurtenant structures, utilities, surfacing, etc., the affected areas shall be either restored to their former condition or improved as may be specified on the project plans.

D. Temporary storage shed: Contractor may provide storage sheds, other temporary buildings or trailers on the Project site as required for his use. Location of sheds and trailers shall be approved by the Owner. Remove sheds when work is completed, or as directed.

E. Scaffolds and runways:

1. The Contractor shall furnish, erect and maintain for duration of Work as required all scaffolds, runways, guard rails, platforms and similar temporary construction as may be necessary for the performance of the Contract.
2. Such facilities shall be of type and arrangement as required for their specific use; shall be substantially constructed throughout, strongly supported and well secured and shall comply with all applicable rules and regulations or applicable State and local codes.

G. Temporary roads and access to the site:

1 Access to the site for delivery of construction material or equipment shall be made only from locations approved by the Owner. All access shall be in compliance with the City of Buckeye Traffic Regulations and Haul Route guidelines.

2. Construct and maintain temporary roads accessing public thoroughfares to serve construction area.
3. Extend and relocate as Work progress requires. Provide detours necessary for unimpeded traffic flow.
4. Provide and maintain access to fire hydrants, free of obstructions.
5. Provide means of removing mud from vehicle wheels before entering streets.
6. Designated existing on-site roads may be used for construction traffic.
7. Parking of Contractor's vehicles and vehicles of the Contractor's employees not required immediately adjacent to the job site shall be only at locations designated by the Owner.
8. Contractor to submit plans to Engineer for approval, prior to N.T.P. that outlines and schedules ingress and egress throughout the construction through completion.

H. Temporary Toilets: Contractor to provide and maintain in a sanitary condition enclosed weather-tight toilets for the use of all construction personnel at a location within the Contract limits. Upon completion of the Work, toilets and their appurtenance shall be removed. Installation shall be in accordance with all applicable codes and regulations of authorities having jurisdiction. Chemical toilets will be permitted. The number of toilet rooms required shall be in accordance with the ANSI Standard Safety Code for Building Construction or other local authorities.

I. Temporary Water Service:

1. Provide all water necessary for construction purposes. Make all temporary connections to existing water supply.
2. When the permanent water supply and distribution system has been installed, it may be used as a source of water for construction purposes. This water will only be allowed for use when an approved water meter in the contractors name has been purchased and installed by the contractor, and inspected and approved by the City of Buckeye.
3. Extend branch piping throughout the site to provide outlets for hoses with threaded connections.
4. At the completion of the construction work or at such time after the Contractor makes use of the permanent water installation, all temporary water service equipment and piping shall be removed and all worn or damaged parts of the permanent system shall be replaced and equipment placed in first class condition equal to new.

J. Temporary light and power:

1. If the existing electrical service is not adequate for the Contractor's special use requirements, the Contractor shall make other arrangements for electrical service with the approvable of the City Engineer.
2. Temporary power to be paid for by the Contractor. Make all arrangements with the governing utility company necessary for obtaining power. Contractor shall pay for all equipment and materials necessary for connection and extension of the power system to the construction area.
3. All temporary equipment and wiring for power shall be in accordance with the applicable provisions of the governing codes. All temporary wiring shall be maintained in a safe manner and utilized so as not to constitute a hazard to persons or property.
4. Provide power outlets for construction operations, with branch wiring and distribution boxes. Provide flexible power cords as required.

5. Provide main service disconnect and over current protection at convenient location.
6. Permanent convenience receptacles may be utilized during construction.
7. Provide adequate distribution equipment, wiring, and outlets to provide branch circuits for power and lighting.
8. Any work that will occur after established City of Buckeye codes for hours of operations and construction shall be approved in advance by the City Engineer and shall comply with all City code requirements for working after hours.
10. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
11. Maintain lighting and provide routine repairs.
12. At the completion of the construction work, all temporary wiring and other temporary electrical equipment and devices shall be removed.

1.04 TEMPORARY FIRE PROTECTION

A. Provide adequate number of fire extinguishers to protect the Work.

B. Comply with fire insurance and governing regulations.

C. Provide UL labeled ABC all-purpose fire extinguishers adequate in size and number.

D. Provide temporary office and storage areas with fire extinguishers.

1.05 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.

C. Provide protection for plant life designated to remain. Replace damaged plant life.

D. Protect vehicular traffic, stored materials, site and structures from damage.

1.06 FENCING

A. Construction: Commercial grade chain link fence.

B. Provide 6'-0" high fence around construction site; equip with vehicular and pedestrian gates with locks.

C. Locate gates for access to work areas, as required. Close and lock after working hours.

D. Submit Protective Site Fencing Plan to Engineer for approval at preconstruction conference.

1.07 NOISE AND DUST CONTROL

A. Exercise controls to keep noise and dust during, construction to a minimum. Traffic or construction areas shall be sprinkled with water or chemicals as required and in accordance with applicable regulatory requirements. All rules and regulations governing dust control will be strictly enforced and shall be so stated in any and all subcontracts.

B. Notify the Owner prior to using noise generating equipment in sufficient time to permit removal of occupants affected by such disturbances. Screen noisy equipment with temporary enclosures to shield adjacent areas.

C. All work shall comply with the most current City of Buckeye noise ordinance and working hours.

1.09 WATER CONTROL

A. Grade site to drain. Maintain excavations free of water. Provide, operate and maintain pumping equipment.

B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.10 SECURITY

A. Provide security and facilities to protect Work and existing facilities, and Owner's operations from unauthorized entry, vandalism or theft.

B. Provide and pay for watchman service if necessary for adequate protection.

1.11 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

D. Regularly remove waste materials, debris, and rubbish from site and legally dispose off-site; do not allow items to accumulate.

END OF SECTION

# SECTION 01 73 29
# CUTTING AND PATCHING

## PART I GENERAL

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

1.01 SECTION INCLUDES

A. Cutting, fitting and patching, including attendant excavation and backfill required to complete Work, and for:
   1. Making several parts fit together properly.
   2. Uncovering portions of Work to provide for installation of ill-timed Work.
   3. Removing and replacing defective and non-conforming Work.
   4. Removing samples of installed Work required for testing, as directed by Engineer.
   5. Providing routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

1.02 SUBMITTALS

A. In advance of executing any cutting or alterations, submit written request to Engineer requesting consent to proceed with cutting which affects:
   1. Work of Owner or other trades.
   2. Structural value or integrity of any element of Project.
   3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
   4. Efficiency, operational life, maintenance or safety of operational elements.
   5. Visual qualities of sight-exposed elements.

B. Include in request:
   1. Identification of Project.
   2. Description of affected Work.
   3. Necessity for cutting, alteration or excavation.
   4. Effect of Work of Owner or other trades, or structural or weatherproof integrity of Project.
   5. Description of proposed Work:
      a. Scope of cutting, patching, alteration, or excavation.
      b. Trades which will execute Work.
      c. Products proposed to be used.
      d. Extent of refinishing to be done.
   6. Alternatives to cutting and patching.
   7. Cost proposal, when applicable.
   8. Written permission of trades whose Work will be affected.

C. Submit written notice to Engineer designating time Work will be uncovered to provide for observation.

1.03 PAYMENT FOR COSTS

A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of Engineer and Engineer to be paid by Contractor.

B. Cost of Work done on written instructions of Engineer, other than defective or nonconforming Work, will be paid by Owner on approval of written Change Order. Provide written cost proposals prior to proceeding with cutting and patching proposed by Engineer.

**PART 2 PRODUCTS**

2.01 MATERIALS

A. Provide for replacement of Work removed. Comply with Contract Documents for type of Work standards and Specification requirements for each specific product involved.

**PART 3 EXECUTION**

3.01 INSPECTION

A. Inspect existing conditions of Work, including elements subject to movement or damage during cutting and patching, and excavating and backfilling. After uncovering Work, inspect conditions affecting installation of new products and verify procedures with Engineer.

B. Report unsatisfactory or questionable conditions in writing to Engineer. Do not proceed with Work until further instructions are received.

3.02 PREPARATION

A. Provide shoring, bracing and supports as required to maintain structural integrity of Work.

B. Provide devices and methods to protect other portions of Work from damage, including elements which may be exposed by cutting and patching Work. Maintain excavations free from water.

3.03 ERECTION, INSTALLATION AND APPLICATION

A. Performance:

1. Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
2. Execute cutting and demolition by methods which prevent damage to other Work to provide proper surfaces to receive installation of repairs and new Work.
3. Execute excavating and backfilling by methods which prevent damage to other Work and settlement.

B. Employ original installer or fabricator to perform cutting and patching for:

1. Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants and waterproofing.
2. Sight-exposed finished surfaces.

C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes as shown on Drawings and as specified.

D. Fit Work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces. Conform to fire code requirements for penetrations and maintain integrity of fire walls and ceilings.

E. Restore Work which has been out or removed. Install new products to provide completed Work in accordance with requirements of Contract Documents and as required to match surrounding areas and surfaces.

F. Refinish entire surfaces as necessary to provide an even, matching finish as follows:

1. Continuous Surfaces: To nearest intersections.

END OF SECTION

# SECTION 01 78 36

# GUARANTEES AND WARRANTIES

## PART I - GENERAL

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

Guarantees from Subcontractors shall not limit Contractor's warranties and guarantees to City. Whenever possible, Contractor shall cause warranties of Subcontractors to be made directly to City. If such warranties are made to Contractor, Contractor shall assign such warranties to City prior to final payment.

1.01 FORM OF GUARANTEE

A. Submit written guarantees.

1.02 SUBMITTAL REQUIREMENTS

A. Assemble required guarantees, bonds, and service and maintenance contracts.

B. Number of original signed copies required: 2 each.

C. Table of Contents: Neatly typed and in orderly sequence. Provide complete information for each item as follows:

1. Product or Work item.
2. Firm name, address, and telephone number; and name of principal.
3. Scope.
4. Date of beginning of guarantee, bond, or service and maintenance contract.
5. Duration of guarantee, bond, or service and maintenance contract.
6. Contractor's name, address, and telephone number; and name of principal.
7. Provide information for City's personnel:
    a. Proper procedure in case of failure.
    b. Circumstances which might affect the validity of guarantee or bond.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:
1. Size 8 1/2-inch x 11-inch sheets punched for 3-ring binder. Fold larger sheets to fit into binders. Project Name: Earl Edgar Park Pump Improvements, Project No.:

2. Identify each packet on the cover with typed or printed title, “GUARANTEES AND BONDS,” and the following:

   a. Title of Project.

   b. Name of Contractor.

3. Binders: Commercial quality, 3-ring, with durable and cleanable plastic covers.

1.04 TIME OF SUBMITTALS

A. Within 10 days after date of Substantial Completion, prior to request for final payment.

B. For Work activities, where Final Completion is delayed materially beyond the date of Substantial Completion, provide updated submittal within 10 days after Final Completion, listing the date of Final Completion as the start of the Guarantee to Repair Period.

1.05 SUBMITTALS REQUIRED

A. Submit guarantees, warranties, and service and maintenance contracts specified in the individual sections. Listed below for the contractors convenience are warranties and guarantees. The contractor is responsible to review and meet the requirements of each specification section even if not included on this list.

**PART II - SECTIONS:**

2.01 PUMP SYSTEM

A. Guarantee/warranty and replacement

1. The purpose of this guarantee/warranty is to insure that the Owner receives structures and plumbing materials of prime quality, installed and maintained in a thorough and careful manner.

2. For a period of one year from substantial completion date, the contractor shall guarantee/warranty pump system materials, equipment, and workmanship against defects. Fill and repair depressions. Restore landscape or structural features damaged by the settlement of trenches or excavations. Repair damage to the premises caused by a defective item. Make repairs within seven days of notification from the Owner's Representative.

3. Contract documents govern replacements identically as with new work. Make replacements at no additional cost to the contract price.

4. Guarantee/warranty applies to originally installed materials and equipment and replacements made during the guarantee/warranty period.

2.05 PAINTING

A. Application

1. The number of coats scheduled is the minimum number of coats required. Additional coat(s) shall be applied, at no additional cost to the Owner, to completely hide base material, provide uniform color and to produce satisfactory finish results.

2. Apply coatings without thinning except as specifically required by label directions, or required by these specifications. In such cases, thinning shall be the minimum reduction permitted.

3. Priming will not be required on Items delivered with @ or shop coats, unless otherwise specified. Touch up prime coats applied by others as required to ensure an even primed surface before applying final coat.

2.06 ELECTRICAL

A. Guarantee

1. Fully guarantee all work under this Section for a period of one year from the date of final acceptance by the City, against imperfect workmanship or failure or malfunction of materials and/or equipment due to faulty or imperfect workmanship. Give this guarantee in writing to the City at the time if issuing final certificate. Work found to be defective within period shall be replaced without cost to the City.

B. Shop drawings

2. All data shall be submitted at one time, bound and indexed in an orderly manner. Prior to starting work, submit to the Engineer for approval, seven (7) sets of shop drawings, panels, control devices, switches, electrical service, breakers, conduit and wire, connectors and lighting contactors, and all other equipment to be fabricated.

**END SECTION 01 78 36**

# SECTION 03 10 00
# CONCRETE FORMING AND ACCESSORIES

## PART 1 – GENERAL

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

1.01 SUMMARY

A. Section Includes: Formwork for cast-in-place concrete, including, but not limited to:

1. Shoring, Bracing and Anchorage, including openings for other Work
2. Form Accessories
3. Form Stripping

1.02 DESIGN REQUIREMENTS

A. Design, engineer and construct formwork, shoring and bracing to conform to design and code requirements; resultant concrete to conform to required shape, line and dimension.

1.03 SUBMITTALS

A. Product Data: Provide data on accessory materials and installation requirements.

1.04 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 347R - Guide to Formwork for Concrete, latest edition.

1.05 QUALIFICATIONS

A. Design formwork under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed at the place where the Project is located.

1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver, store, protect and handle products to site to prevent deterioration and damage.

1.07 COORDINATION

A. Coordinate this Section with other Sections of Work which require attachment of components to formwork.

B. If formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement, request instructions from Engineer before proceeding.

## PART 2 PRODUCTS

2.01 FORM MATERIALS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces. Wood products shall be Plywood: Douglas Fir species; APA grade-trademarked; BS Plyform, Class 1, Exterior Grade as per PS1.

2.02 FORMWORK ACCESSORIES

A. Form Ties: Removable or snap-off type, free of defects that could leave holes larger than one inch in concrete surface.

B. Form Release Agent: Colorless, which will not stain concrete, or impair natural bonding or color characteristics of coating intended for use on concrete and that will not impair subsequent treatments of concrete surfaces.

C. Corners: Chamfered wood strip type or vinyl bead; one x one inch size; maximum possible lengths.

D. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.

**PART 3 EXECUTION**

3.01 EXAMINATION

A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with Drawings.

3.02 EARTH FORMS

A. Hand trim sides and bottom of earth forms. Remove loose soil in pour cavity prior to placing concrete.

3.03 ERECTION - FORMWORK

A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301, latest edition.

B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.

C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping.

D. Align joints and make watertight. Keep form joints to a minimum.

E. Obtain approval from Engineer before framing openings in structural members which are not indicated on Drawings.

F. Provide chamfer strips on external corners of exposed concrete.

3.04 APPLICATION - FORM RELEASE AGENT

A. Apply form release agent on formwork in accordance with Manufacturer's recommendations.

B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.

C. Do not apply form release agent where concrete surfaces will receive applied coverings which are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

3.05 INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Provide formed openings where required for items to be embedded in or passing through concrete work.

B. Locate and set in place items which will be cast directly into concrete.

C. Coordinate Work of other Sections in forming and placing openings, slots, reglets, recesses, chases, sleeves, bolts, anchors, and other inserts.

D. Install accessories in accordance with Manufacturer's instructions, straight, level and plumb. Ensure items are not disturbed during concrete placement.

E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

3.06 FORM CLEANING

A. Clean and remove foreign matter within forms as erection proceeds.

B. Clean formed cavities of debris prior to placing concrete.

C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

3.07 FORMWORK TOLERANCES

A. Construct formwork to maintain tolerances required by ACI 301, latest edition.

3.08 FIELD QUALITY CONTROL

A. Inspect erected formwork, shoring, and bracing to ensure that Work is in accordance with formwork design, and that support, fastenings, wedges, ties and items are secure.

B. Do not reuse wood formwork more than 3 times for concrete surfaces to be exposed to view. Do not patch formwork.

3.09 FORM REMOVAL

A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads. Forms shall be removed in accordance with the requirements MAG Section 340.3.7

B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.

C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

D. Forms for walls, columns, pilasters and the like shall not be removed or disturbed for at least 7 days from the date of last placement.

E. Formwork for stem walls and other parts not supporting the weight of the concrete may be removed as soon as the concrete has hardened sufficiently to resist damage.

F. Cure exposed concrete in accordance with Section 03300 whenever the formwork is removed during the curing period.

3.10 REMOVAL STRENGTH

A. When formwork removal is based on the concrete reaching its specified 28 day strength (or a specified percentage thereof), the concrete shall be presumed to have strength when either of the following conditions has been met:

1. When test cylinders, field cured under the most unfavorable conditions prevailing for any portion of the concrete represented, have reached the required strength.

2. When the concrete has been cured for the same length of time as the age, at test, of laboratory cured cylinders which reach the required strength. The length of time concrete has been cured in the field shall be determined by the cumulative number of days or fractions thereof, not necessarily consecutive, during which the temperature of the air in contact with the concrete is above 50 degrees F. and the concrete has been damp or thoroughly sealed from evaporation and loss of moisture.

**END OF SECTION 03 10 00**

# SECTION 03 30 00

# CAST-IN-PLACE CONCRETE

## PART 1 GENERAL

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

1.01 SUMMARY

A. Section Includes: Cast-in-place concrete including, but not limited to, the following:
   1. Slabs on grade.
   2. Sidewalks and driveways: Refer to Sections 32 13 13 Concrete Paving and 32 16 13 Concrete Curbs and Gutters.
   3. Site structures including, but not limited to, headwalls and drainage structures, electrical and mechanical equipment support pads, bench pads, and other site furnishing and equipment requiring cast-in-place concrete items.

B. Related Sections:
   1. Section 03 10 00 – Concrete Formwork
   2. Section 03 20 00 – Concrete Reinforcement

1.02 SUBMITTALS

A. Mix Design: Submit mix design for each class of concrete to the Engineer for review. Review of mix designs by Engineer shall in no way relieve the Contractor of responsibility for the performance of the concrete.

B. Product Data: Submit Manufacturer's Specifications, technical data sheets and performance data for accessory products, including but not limited to:

C. Curing compounds.

D. Sealer(s).

E. Shop Drawings: Submit shop drawing showing proposed location of steel reinforcement, construction joints, expansion/contraction joints and control joints and obtain approval of same from Engineer prior to construction.

F. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

G. Construction/Expansion Joint Layout: Indicate proposed construction and expansion joints required to construct the cast in place concrete.
   a. Location of construction and expansion joints is subject to approval of the City of Buckeye and or the Engineer.

H. Samples: Submit 4-inch long samples of expansion/contraction joint materials.

1.03 QUALITY ASSURANCE

A. Standards:

1. Standard for measuring, mixing, transporting and placing of concrete shall be ACI-301and ACI-304 (latest editions).
2. Standard for measuring, mixing and delivery of ready mixed shall be ASTM C94, except that time in mixer after water has been added at batch plant is limited lo 1-1/2 hours.
3. Job-mixed concrete shall be subject to Engineer's review of design, mixing and handling procedures.
4. Testing: An independent agency acceptable to the City of Buckeye shall test all concrete mixes to ensure compliance with specifications. Testing shall only be performed by independent agency that is qualified according to ASTM C 1077 and ASTM E 329 for testing.

B. Field Samples:

1. ***Contractor shall provide on-site sample(s) of each type of exposed flatwork concrete finish showing texture before proceeding with finish to be used on this Project.***
2. Construct sample(s) using processes and techniques intended for use on permanent work, including curing procedures.
3. Samples shall be produced by the individual workers who will be performing the work for the project.
4. Sample(s) shall be minimum 5'-0" x 5'-0" square and have at least one longitudinal and one transverse joint of each type (control, construction, and expansion).
5. Construct sample panels in ample time to allow for finishing and curing before requesting Engineer to review.
6. Construct where directed by Engineer and prepare successive sample panels as required until finish acceptable to Engineer is produced.
7. Since sample panels will constitute a basis of acceptance or rejection of the completed Work, do not remove sample panels until authorized in writing by the Engineer. Dispose of sample panels in a legal manner when authorized.
8. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.04 PROJECT CONDITIONS

A. Rain protection: Do not place concrete during rain unless adequate protections has been provided.

B. Cold weather protection: Comply with ACI-306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

a. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.

b. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

c. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

C. Hot weather protection: Comply with ACI-301 and as follows.

a. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

b. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

## PART 2 PRODUCTS

2.01 MATERIALS

A. Portland Cement: ASTM C150, Type II, alkali content not to exceed 0.6 percent. Use one brand and type of cement throughout Project unless otherwise specified.

B. Aggregate – Structural Concrete: Clean, coarse aggregate and gravel, free from foreign matter, conforming to ASTM C33. Aggregate shall be graded from coarse to fine in accordance with ASTM C33, Size 67.

C. Admixtures:
   a. Air entraining admixture: ASTM C260.
   b. Use of calcium chloride is not permitted.
   c. Use of fly ash is not permitted.
   d. Use set-retarding admixtures during hot weather only when approved by Engineer.

D. Water: Potable.

E. Forms: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints. See Section 03 10 00 Concrete Forming and Accessories.

F. Steel Reinforcement: Shall be in compliance with 03 20 00 Concrete Reinforcing. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage

2.02 ACCESSORIES

A. Bonding Agent:
   1. Exterior and Interior (acrylic latex): Euclid Eucobond, W.R. Meadows Intralok, or Dayton Bond J40.

B. Non-Shrink Grout:
   1. Premixed or prepackaged, non-metallic, non-gaseous, bleed free compound; non-shrink when tested in accordance with ASTM C 1107, Grade B at a fluid (flow cone) consistency of 20 to 30 seconds.
   2. Attain minimum compressive strength of 7,000 psi in 28 days at above fluid consistency.
   3. Fluid grouts: Remain workable, flow through flow cone after 20 minutes with slight agitation, in temperatures from 40 to 90 degrees F.
   4. Acceptable manufacturer and products: Dayton Superior (Suregrip High Performance), Sika (Sikagrout 212), Master Builders (Masterflow 713), W.R. - Meadows No. 588 Grout, L&M Construction Chemicals (DURAGROUT) and Euclid N-S Grout.

C. Formed Construction Joint: Standard design plastikey, tongue and groove key joint, 3-1/2 inch vertical dimension for 4 inch slabs.

D. Preformed Expansion Joint Filler: ASTM D994.

E. Expansion Joint Filler (Sidewalks and Drives): MAG Section 729

F. Liquid Curing Compound:

1. VOC compliant, ASTM C309, Type 1, Class B; acrylic type.
2. W. R. Meadows Sealtight VOCOMP-20, L&M Construction Chemicals Dress & Seal WB or Dayton Superior J-18 are acceptable products.
3. Verify that specified curing compound is compatible with the floor finish material(s) and adhesive(s) that will be applied to floor surface prior to delivery of curing compound to jobsite. If it is determined that the curing compound is not compatible with the floor finish material(s) and adhesive(s) that will be applied to floor surface, Contractor shall immediately notify Engineer.

G. Sealer (except at colored concrete): VOC compliant, acrylic copolymer type.

1. Interior: ASTM C1315, Class B. Provide one of the following: W. R. Meadows VOCOMP-30, Euclid Super Aqua Cure VOX, L&M Construction Chemicals Dress & Seal WB #30 or Dayton Superior J-19 are acceptable products.
2. Exterior: ASTM C1315, Class A. Provide one of the following: Euclid Super Diamond Clear VOX, L&M Construction Chemicals Lumiseal WB, or W. R. Meadows VOCOMP-30 are acceptable products.

H. Light-Duty Dust-Proofer (except at colored concrete):

1. Magnesium fluosilicate: Burk-O-Lith, L&M Construction Chemicals FluoHard, Sonneborn Lapidolith, Euclid Surfhard, Dayton-Superior J-15 Day Chem Hardener or W.R. Meadows Penalith.
2. Sodium silicate: L&M Construction Chemicals Chem Hard, W.R. Meadows Dustgard or Cure-Hard, Dayton-Superior J-13, Sonneborn Sonosil, Euclid Eucosil.

I. Liquid Hardener (except at colored concrete):

1. Siliconate solution to reduce abrasion per ASTM C779 by 56%, independent test data required, L&M Construction Chemicals, Inc. SEAL HARD.
2. Ashford Formula
3. W. R. Meadows Liquihard
4. Dayton-Superior J-17 Surehard

J. Leveling Agent: Sonneborn Sonoflow, Euclid Flo-Top, Ardex K-15, L&M Construction Chemicals Levelex or Dayton-Superior Levelayer 1 are acceptable products.

K. Concrete Accessories: Gateway Engineering Company, Dayton-Superior Corporation, or Burke Concrete Accessories.

L. Evaporation Retarder:

1. Type: Monomolecuiar film, compatible with subsequent coatings and floor finishes.
2. Acceptable Manufacturer and Products: L&M Construction Chemicals (E-Con), Master Builders (Conflim), W.R. Meadows Evapre, or Dayton Superior (Surefilm J-74).

2.03 MIXES

A. Design of Mixes: ACI 301 and ACI 304, except as otherwise specified.

B. Selection of proportions for normal weight concrete: ACI 301.

C. Mix and deliver ready-mixed concrete in accordance with requirements of ASTM C94, Option A.

1. Not more than 90 minutes shall elapse from time water is introduced into the concrete mixture until completion of placement.
2. Do not add water to mix that has stiffened to increase its workability.
3. At no time shall concrete mix exceed a bulb thermometer reading of 90 degrees F. or over.
4. Use ice or other method as reviewed by Engineer, to keep concrete below 90 degrees F. temperature.

D. Use of water reducing admixture, if needed, shall be submitted for approval. Proportion water reducing admixture in accordance with Manufacturers recommendations. Delivery tickets shall state the amount and kind of admixture.

E. Air Entraining Admixture:

1. Concrete such as exterior slabs, perimeter foundations, and exterior curbs and gutters which will be subject to freezing temperatures while wet during the life of the structure, shall have a water cement ratio not exceeding 0.53 and contain entrained air in accordance with ACI 212.3R.
2. Limit air content for lightweight concrete to 4-6%

F. Compressive strength (28 day): As per MAG Section 725

G. Slump - For consolidation by vibration: As per MAG Section 725. Maximum 2" slump shall be allowed with plasticizer.

## PART 3 EXECUTION

3.01 PREPARATION

A. Prior to placing concrete:

1. Clean equipment involved.
2. Remove debris and foreign material from the forms.
3. Remove concrete laitance from reinforcing steel.
4. Wet wood forms and masonry units in contact with concrete.

B. No wood other than built-in bucks or nailing blocks will be permitted to remain permanently inside the forms.

C. Coordinate the necessary Trades as required to provide the sleeves, bolts, anchors, holes, etc., to be built in.

D. Remove soft or unsuitable material to a depth of not less than 18 inches below subgrade under access drives and truck parking areas, and 12 inches below subgrade under automobile parking areas. Replace with approved materials.

E. Remove concrete sidewalks and driveways, which are necessarily disturbed by construction to a distance, required to maintain a slope as indicated by Standard Details or not to exceed one inch per foot where sidewalks are concerned.

3.02 PLACING OF CONCRETE

A. Concrete Work shall be performed in accordance with ACI-301 except as amended by this Section.

B. Convey concrete from the mixer to place of final deposit by methods which will prevent segregation of aggregate or loss of material. Place concrete at such a rate that concrete is at all times plastic and to insure a practically continuous flow of concrete. Concrete not in place 1-1/2 hours after water has been added at batch plant may be rejected by Engineer.

C. Place concrete as nearly as practicable in its final position to avoid segregation due to re-handling or flowing. Do not deposit concrete that has partially hardened or been re-tempered.

D. Do not place concrete during rain unless adequate protection has been provided. If sand bed over vapor barrier at slabs on grade become wet, do not place concrete over wet sand. Sand bed shall either be allowed to dry or it shall be replaced with dry sand.

E. Thoroughly compact concrete by suitable means during the placing, and work around the reinforcement and embedded items into the corners of the forms.

   i. Use vibrators to aid in the placement of the concrete, operated by experienced personnel.

   ii. Keep at least one spare operating vibrator on the job at all times during the concrete operations.

3.03 CONSTRUCTION JOINTS, EXPANSION/CONTRACTION JOINTS AND CONTROL JOINTS

A. Construction Joints: Provide as required to facilitate construction in accordance with reviewed shop drawings. Comply with MAG Section 340 & City of Buckeye Supplements to MAG Section 340.

B. Expansion/Contraction and Control Joints: Place expansion/contraction joints and control joints where required to ensure that undesirable thermal and shrinkage cracking of slabs is minimized. Comply with MAG Section 340 & City of Buckeye Supplements to MAG Section 340.

   i. See Drawings for locations of expansion/contraction joints and control joints in slabs-on-grade and in topping pours.

   ii. If drawings do not indicate locations, verify with Engineer prior to placement of slabs-on-grade and topping pours.

   iii. At exterior slabs-on-grade provide a 1/2 inch wide expansion/contraction joint wherever slabs abut vertical-construction elements whether indicated or not.

C. Additional reinforcing may be required at some construction, expansion/contraction and control joints, and shall be supplied and installed at no additional cost.

D. Reinforcing shall be continuous through construction joints. No concrete placement shall be longer than 100 feet or more than 4,000 square feet in area. Provide shear keys as required.

E. Provide support of formed construction joint materials by means that does not puncture or otherwise damage under floor vapor barrier at interior floor slabs on grade.

3.04 FINISHING HORIZONTAL SURFACES

A. Rake concrete into place, screed and compact with a light tamp, except do not tamp topping and slabs not on grade. Screed with sawing motion and float surface to bring fines to the top.

B. Mix and apply evaporation re-tarder in accordance with manufacturer's printed instructions immediately after floating. In extreme drying conditions, apply additional material as needed. Apply lightly on hard to trowel floor areas.

C. When concrete has hardened sufficiently so that excess fines will not be brought to the surface, trowel slab with a steel trowel to a smooth surface free of pinholes and other

imperfections. A mechanical trowel with rotating steel blades, approved by Engineer, may be used for this operation.

D. After the surface has hardened sufficiently to ring under a trowel, trowel again with a steel trowel to a hard, burnished surface free of blemishes. A mechanical rotating trowel will not be permitted for this operation.

E. Use a small radius edger on edges of exposed Work. Use a deep cutting, scoring tool or saw-cutting to provide scoring for control joints as indicated unless otherwise noted or directed.

F. Exterior flatwork to receive medium broom finish unless otherwise indicated on the Drawings.

G. Finished floors to meet 1/4 inch in 10 feet tolerance unless noted otherwise. Floors scheduled to receive thin-set tile applications shall meet 1-1/8 inch in ten feet tolerance.

3.06 SLABS

A. Saw cut or score control joint pattern indicated on Drawings. Use 3/16 inch thick blade or scoring tool, cutting 1/4 of depth of slab thickness.

B. Slope to drains 1/4 inch per foot nominal across area to be drained.

3.07 SPECIAL FINISHES

A. General:

i. Obtain cement and aggregates from a single source for specialty concrete finishes to provide uniformity in appearance and color.

ii. Place concrete at a maximum slump of 5 inches. Rake concrete into place, screed and float. Do not tamp.

B. Protection: Protect specially finished concrete slabs from damage, by covering with a one inch layer of clear, dry sand. Provide planking whenever scaffolding or wheeled equipment may be required to be erected over slabs. Damage to slabs prior to acceptance of the Work will be cause for rejection of slabs and replacement at contractors cost will be required.

3.08 REPAIR OF SURFACE DEFECTS

A. Modify or replace concrete not conforming to required lines, details and elevations.

B. Repair or replace concrete not properly placed, resulting in excessive honeycombing and other defects. Do not patch, repair or replace exposed concrete except upon express direction of Engineer.

C. After forms are removed, fill tie rod holes, correct honeycomb spots, remove fins and clean and finish damaged surfaces. Wipe off excess mortar and rub to match adjoining surfaces.

D. When excessive honeycombing is revealed, remove the defective material immediately after stripping forms to a depth of 3/4 inch to 1 inch. Cut edge of area perpendicular to surface to avoid feathered edges. Saturate with water for several inches beyond cutout and brush-in a grout consisting of equal parts Portland cement and sand. Follow immediately with the patching mortar. Leave the patch slightly higher than the surrounding surface. After an hour or two, finish flush with the adjoining surface. Wipe and rub patch to match adjoining surfaces. Keep patches moist for 7 days.

E. Patching mortar shall consist of the same materials and proportions as the original concrete except that the coarse aggregate shall be omitted. When color match is required, adjust mixture to produce a finished color to match the adjoining concrete surfaces.

F. Cracks caused by expansion, shrinkage and the like that occur in natural color concrete (which will not be exposed in the final construction) up through final acceptance of building shall be carefully patched with floorstone, epoxy grouting mortar or other method acceptable to the Engineer.

3.09 CURING

A. Protect freshly deposited concrete from premature drying and maintain without drying at a relatively constant temperature for the period of time necessary for the hydration of the cement and proper hardening of the concrete.

B. Curing Methods (except at colored concrete): Cure concrete surfaces receiving finish materials, including (but not limited to) Cementitious toppings, paint, and flooring, using one of the following two methods immediately after finishing operations. Consideration shall be given to the construction schedule impact and the compatibility of finish materials with the concrete when selecting a method.

i. Keep concrete continuously moist for at least 7 days using polyethylene film or other acceptable covering. Interior floor slabs on grade shall be continuously moist cured for a minimum of 7 days in accordance with ACI standards, liquid curing compounds shall not be acceptable.

ii. Apply liquid curing compound in accordance with the manufacturer's instructions. Remove curing compound before finish materials are applied unless it has been demonstrated that the curing compound can satisfactorily serve as a base for finish materials. Method of removal shall result in a satisfactory base for finish materials.

C. Prevent rapid drying of the concrete at the end of the curing period.

D. During the curing period, protect the concrete from damaging mechanical disturbances; particularly load stresses, heavy shock, and excessive vibrations. Protect finished concrete surfaces from damage caused by construction equipment, materials or methods.

3.10 LEVELING AGENT

A. Apply leveling agent to correct unsatisfactory floor surface due to undue settlement, shrinkage or cracking.

B. Apply material when, in the opinion of Engineer, it is necessary to provide an acceptable surface.

C. Application to be in accordance with Manufacturer's directions.

3.11 FIELD QUALITY CONTROL

A. Tests: Inspection and testing of concrete mix will be performed by a testing laboratory in accordance with Section 01 45 23 Testing and City of Buckeye standards. Contractor will engage a qualified testing and inspecting agency to perform field test and inspections and prepare test reports.

i. Provide free access to Work and cooperate with appointed firm.

ii. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.

iii. Four concrete test cylinders shall be taken for every 100 or less cubic yards of concrete placed. One cylinder shall be tested after 7 days for information. Test two cylinders after 28 days. Hold one cylinder for additional information, as required.

iv. Take one additional test cylinder during cold weather concreting, and cure on job site under same conditions as concrete it represents.

v. Take one slump test for each set of test cylinders taken.

vi. Concrete which does not meet the compressive strength requirement at 28 days will be rejected and removed from the Project, and disposed of in a legal manner.

vii. Inspections will include but are not limited to:

1. Steel reinforcement placement.
2. Steel reinforcement welding.
3. Headed bolts and studs.
4. Verification of use of required design mixture.
5. Concrete placement, including conveying and depositing.
6. Curing procedures and maintenance of curing temperature.
7. Verification of concrete strength before removal of shores and forms from beams and slabs.

viii. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed per the specifications and requirements of the City of Buckeye. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by the City of Buckeye.

ix. All additional testing and inspecting as a result of any concrete failure will be performed at Contractor's expense, and will be performed to determine compliance of replaced or additional work with specified requirements.

x. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents. All repairs shall be provided at no cost to the Owner.

3.12 PROTECTION

A. Protect finished surfaces from stains or abrasions. Protect surfaces or edges by leaving forms in place or by providing temporary covers. Protect concrete from rain, flowing water or mechanical injury.

B. Protect floor slabs from the droppings of plaster, paint, dirt, and other marring by covering with polyethylene plastic sheet, well lapped and sealed. Provide a continuous covering of 1/2 inch particle board, joints tightly butted and cut to sizes tight to wall construction, over entire floor area over polyethylene plastic sheet. Maintain covering (polyethylene and particleboard) in good condition until danger of damage is past.

3.13 CLEANING

A. During the course of the Work and on completion of the Work, remove and dispose of excess materials, equipment and debris away from premises.

**END OF SECTION 03 30 00**

# SECTION 05 50 00
# METAL FABRICATIONS

## PART I GENERAL

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

1.01 SCOPE: Provide labor, materials and equipment for the installation of the site metal work as shown on the drawings and as specified. This specification shall be used throughout the park for all metal fabrication including the construction of the metal structures that compose the park

1.02 RELATED SECTIONS

A. 03 10 00 Concrete Forming and Accessories

B. 03 20 00 Concrete Reinforcing

C. 03 30 00 Cast-In-Place Concrete

1.03 QUALITY ASSURANCE

A. Qualifications of Fabricators: Experienced in fabrication of miscellaneous metals.

B. Qualifications of Welders: Welding shall be done only by certified welding operators currently qualified according to AWS D1.1.

C. Qualifications of Workmen: Provide at least one person who shall be present at all times during execution of this portion of the Work, and who shall be thoroughly familiar with the type of materials being installed, the referenced standards, the requirements of this Work, and who shall direct all work performed under this Section. Welds indicated may be made in shop or field with approval.

D. Reference Standards:

1. Steel: Meet requirements of AISC "Specifications of Architecturally Exposed Structural Steel," latest edition.

3. Welding: Meet requirements of AWS "Structural Welding Code," D1.1, latest edition.

1.04 SUBMITTALS

A. Shop Drawings:

1. Submit shop drawings for all custom fabricated items under this section. Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners and accessories. Indicate welded connections using standard AWS welding symbols.

2. Verification: Verify all measurements at the job. Show dimensions, sizes, thicknesses, gauges, finishes, joining, attachments, and relationship of work to adjoining construction. Where items must fit and coordinate with finished surfaces and/or constructed spaces, take measurements at site and not from drawings.

B. Samples: Submit finish metal samples for final finish selection. Submit prior to delivery to site. Attach name, address of manufacturer and/or supplier to each sample.

1.05 DELIVERY, STORAGE AND HANDLING

A. Storage of Materials:

1. Materials which are stored at the project site shall be above ground on platforms, skids, or other supports. Protect steel from corrosion. Store other materials in a weather-tight and dry place until ready for use.

B. Protection:

1. Use all means necessary to protect miscellaneous metals before, during and after installation and to protect the installed work and materials of all other trades.

2. Protect any adjacent materials or areas below from damage due to weld splatter or sparks during field welding.

C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owners Representative and at no additional cost to the Owner.

1.06 JOB CONDITIONS

A. Examine existing conditions in which the work is to be installed. Notify Owner's Representative if conditions are unacceptable to begin work.

B. Do not proceed with the work until unsatisfactory conditions have been corrected.

1.07 COORDINATION

A. Templates and Built-ins: Furnish all anchors, fastenings, sleeves, setting templates and layouts affecting or installed in the work of other trades.

B. Delivery: Where items must be incorporated or built into adjacent work, deliver to trade responsible for such work in sufficient time that progress of work is not delayed. Be responsible for proper location of such items.

1.08 JOB SITE SAMPLE

A. Contractor to provide fabricated, on site sample of metal item(s), complete with approved finish, for review by Owner and Owner's Representative before fabrication of total quantities. Any fabrication of project item(s) by Contractor before Owner review and approval is strictly at Contractor’s risk and expense.

B. Approved sample(s) shall be used as the standard of workmanship and shall remain on site until work has been completed and approved by the Owner's Representative.

**PART 2 PRODUCTS**

2.01 MATERIALS

A. Refer to construction details for materials.

2.02 OTHER MATERIALS: All other materials, not specifically described but required for a complete and proper installation of miscellaneous metals, shall be new, first quality of their respective kinds and subject to the approval of the Owner’s Representative.

## PART 3 EXECUTION

3.01 EXISTING CONDITIONS

A. Inspection:

1. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Owner's Representative.

3.02 COORDINATION

A. General: Carefully coordinate with all other trades to insure proper and adequate interface of the work of other trades with the work of this Section.

B. Delivery: Insure timely delivery of all metal fabrications which must be installed in other work so as not to delay that work.

3.03 INSTALLATION

A. General:

1. Install metal fabrications in strict accordance with the Drawings, the approved Shop Drawings, and all pertinent codes, regulations and standards.
2. Obtain Owner's Representative review prior to site cutting or making adjustments which are not part of scheduled work.
3. Install items square and level, accurately fitted and free from distortion or defects.
4. Align all metal fabrications as shown on the Drawings, and where vertical or horizontal members are shown, align them straight, plumb and level within a tolerance of 1 in 500.
5. Make provisions for erection stresses - by temporary bracing. Keep work in alignment.
6. Replace items damaged in course of installation.
7. Perform field welding in accordance with AWS D1.1.
8. After installation, grind and touch-up field welds.

3.04 WORKMANSHIP

A. Layout: Set all work plumb, true, rigid, and neatly trimmed out. Miter corners and angles of exposed molding and frames unless otherwise noted.

B. Fitting: Fit exposed connections accurately together to form tight hairline joints.

C. Labor: Employ only workmen specifically skilled in such work.

3.05 FABRICATION

A. Shop-assemble in largest practicable dimensions, making members true to length so assembling may be done without fillers.

B. Provide all surfaces free of file marks, dents, hammer marks, wire edges or any unsightly surface defects.

3.06 ATTACHMENTS AND REINFORCEMENTS

A. Do all cutting, shearing, drilling, punching, threading, tapping, etc., required for site metalwork or for attachment of adjacent work. If applicable, drill or punch holes; do not use cutting torch.

3.07 OTHER CONNECTORS: Make all permanent connections in ferrous metal surfaces using welds where at all possible; do not use bolts or screws.

3.08 WELDING

A. Preparation: Remove all rust, paint, scale and other foreign matter. Wire brush all flame-cut edges. Clamp members as required and alternate all welds, as necessary to prevent warping or misalignment.

B. Exposed Welds: Uniformly grind smooth (no tolerance) all welds normally exposed to view and feet in the finished work.

D. Faulty and Defective Welding: Chip out and replace all welding showing cracks, slag inclusion, lack of fusion, bad undercut or other defects ascertained by visual or other means of inspection. Replace and re-weld at no cost to Owner.

E. Field Welding:

1. Procedure: Comply with AWS code of manual shielded metal-arc welding, appearance and quality of welds made, and methods used in correcting welding work.
2. Protection: Protect all adjacent surfaces from damage due to weld sparks, spatter, or tramp metal.

3.09 SURFACE TREATMENT AND PROTECTIVE COATINGS

A. Cleaning:

1. Thoroughly clean all mill scale, rust, dirt, grease and other foreign matter from ferrous metal prior to any galvanizing, or painting.
2. Conditions which are too severe to be removed by hand cleaning, shall be cleaned using appropriate methods for solvent cleaning, power tool cleaning and brush-off blast cleaning.

B. Exterior Ferrous Metal:

1. Grind smooth all welds, burrs, and rough surfaces. Clean and hot-phosphate treat completed assembly. Hot phosphate treatment not required on items which are not exposed in the finish work or on those items where size prohibits such treatment.
2. Shop coat ferrous metal items unless specified; use metal primer as specified.
3. Indicate on Shop Drawings where treatment is proposed to be omitted, if any.

3.10 CLEAN-UP

A. Keep all areas of work clean, neat and orderly at all times. Keep paved areas clean during installation.

B. Clean up and remove all debris from the entire work area prior to Final Acceptance to satisfaction of Owner's Representative.

**END OF SECTION 05 50 00**

# SECTION 26 05 01 – GENERAL ELECTRICAL REQUIREMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This section describes in general, requirements of the electrical and related items and work necessary for the complete job indicated by the contract documents. The general conditions are applicable to this section and shall form a part of the contract.

### 1.2 GENERAL LIST OF WORK

A. The work of this section and related work described in other sections is indicated on the Drawings and included, but not necessarily limited to:

1. Service Entrance Section and Power Distribution Enclosure including all sub-panels, circuit breakers, controls and lighting contactors as shown on plans and as necessary to complete the job in a workmanlike manner.
2. All other electrical equipment and services needed to complete a usable and operable facility in accordance with all pertinent codes and regulations;
3. Branch circuit panels for power and lighting;
4. Lighting fixtures, poles, pole bases;
5. Trenching and backfilling for underground electrical installation.

## PART 2 - PRODUCTS

### 2.1 PERMITS

A. Secure and pay for all necessary permits, licenses, service and all inspection fees as required by the Authority Having Jurisdiction (AHJ).

### 2.2 QUALITY ASSURANCE

A. For the actual fabrication, installations, and testing of the work of this Section, use only thoroughly trained and experienced personnel who are completely familiar with the requirements of this work and with the installation recommendations of the manufacturers of the specified items.

B. In acceptance or rejection of installed electrical system, no allowance will be made for lack of skill on the part of the installers.

### 2.3 CODES AND ORDINANCES

A. Install all work in accordance with the adopted National Electrical Code and its latest accepted revisions, with any Authority Having Jurisdiction requirements, and with all pertinent requirements and standard specifications.

2.4 CERTIFICATES

A. All work included shall comply with all State and Local rules and regulations.

B. Furnish to the Owner all certificates of inspection and approval as required.

2.5 EXAMINATION OF PREMISES

A. Prior to submitting proposal, the bidder shall examine all general construction drawings and visit construction site to become familiar with existing conditions under which they will have to operate and which will in any way affect the work under this contract. No subsequent allowance will be made in this connection in behalf of the Contractor for any error or negligence on their part.

B. Prior to ordering any materials or doing any work, verify dimensions at the site, correctness of dimensions will be this Contractor's responsibility. No extra charge or compensation will be allowed for differences between actual dimensions and dimensions indicated on drawings. Immediately report differences to Engineer and do not proceed with work until Engineer renders decision.

2.6 ELECTRICAL DRAWINGS

A. The drawings are generally diagrammatic and indicate the manner, method and nature of the installation. The Specifications denote the style and quality of material and workmanship. Where a conflict exists between the Drawings and Specifications, promptly notify the Engineer. The Engineer will make the proper interpretation and this decision, provided in writing, will be final.

B. Any items not mentioned in these specifications or not indicated on the plans but which are necessary for successful and efficient operation of the work shall be held to be implied and shall be furnished and installed as part of the contract.

2.7 STANDARD OF MATERIAL AND WORKMANSHIP

A. All materials shall be new and shall be listed and labelled by a Nationally Recognized Testing Laboratory, in every case where such a standard has been established and shall bear the certifying label. All work shall be performed in a workmanship manner in accordance with the best-accepted standards and shall present a neat mechanical appearance when completed.

B. Ratings of all electrical equipment shall be in accordance with National Electrical Manufacturers Association. (NEMA).

PART 3 - EXECUTION

3.1 CONCRETE, EXCAVATION, FILL AND BACKFILL

A. Furnish all concrete, excavation, fill and backfill, and steel required for this work unless specifically noted otherwise.

B. Concrete, unless stated otherwise on the project plans, shall be Class "A", 3000 PSI and shall be mixed, placed and cured in conformance with M.A.G. Specifications.

C. Backfill conduit trenches in a manner to prevent disturbance to the pipes or conduits. Fill under and around pipes thoroughly to a point approximately 6" above the top of the pipe and compact.

D. Compaction of backfill shall be horizontal lifts not exceeding 6" in thickness. Compact to 85 percent of maximum density at optimum moisture content in accordance with local codes and standards.

E. All existing landscape and hardscape areas must be replaced in kind after construction of electrical trenches and installation of electrical equipment.

3.2 PAINTING

A. All exposed electrical equipment, conduit, flush panel fronts, transformers, switches, switchboards, panels, panel mounting boards, and similar items shall be painted as specified under the Painting Section of the MAG Specifications per Owners request.

3.3 TEMPORARY POWER

A. Provide temporary power as required by the job. This service shall be maintained throughout the entire job as the work progresses.

B. The establishment, coordination and cost associated with the temporary power system shall be the responsibility of the contractor.

3.4 CLEANING UP PROCESS

A. At all times keep the premises free from accumulation of waste materials or rubbish caused by employees.

B. Metal floor plans shall be provided for pipe threading machines and benches and shall be used at all times to prevent concrete floors from becoming oil soaked.

C. Upon completion of the job remove all debris, clean all switch plates, fixtures, panel trims and in general leave the premises in a clean and tidy condition.

3.5 FINAL INSPECTIONS AND TESTS

A. Furnish all meters, cable, connection and apparatus necessary for making tests.

B. Test system for shorts and grounds. Faulty wiring shall be removed and replaced. Any device, apparatus or fixture installed showing substandard performance shall be removed and replaced as directed by the Authority Having Jurisdiction Inspector.

3.6 UTILITIES

A. Location of Underground Utilities

1. The Contractor shall notify the interested "Utilities" prior to the start of construction, and shall ascertain the locations of the various underground utilities either shown on the plans and/or may be brought to his attention. The exact locations of these underground utilities

shall be determined by excavations made by the Contractor prior to any trenching operations.

B. Damage to Existing Utilities

1. The Contractor shall assume full responsibility for all damage to all utilities due to his operations, and shall repair the damaged utilities as required herein, at his own expense. Damaged water and irrigation lines shall be replaced in kind as directed by the Owner.

3.7 GUARANTEE

A. Fully guarantee all work under this Section for a period of one year from the date of final acceptance by the Owner, against imperfect workmanship or failure or malfunction of materials and/or equipment due to faulty or imperfect workmanship.

B. Give this guarantee in writing to the Owner at the time if issuing final certificate. Work found to be defective within period shall be replaced without cost to the Owner.

C. All manufacturer's warranties that extend longer than one year shall be written from the manufacturer in the name of the Owner and turned over to the Owner at close out of project.

3.8 SHOP DRAWINGS

A. All data shall be submitted at one time, bound and indexed in an orderly manner.

B. Prior to starting work, submit to the Engineer for approval, shop drawings, panels, lighting fixtures, poles, and all other equipment to be fabricated.

3.9 DOCUMENTS

A. The contractor shall preserve all manufacturers' paperwork that is shipped with equipment assemblies, lighting control panel components and field installed components. All literature accompanying each and every item shall be considered a part of that item such as specification sheets, installation instructions, operating and maintenance write-ups, etc.

B. As-builts shall be provided to the Owner and shall be of the highest quality. Poor quality copies will not be accepted.

END OF SECTION 26 05 01

# SECTION 26 05 19 – 600 VOLT CLASS CABLE

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes 600-volt class cable and conductors.

## PART 2 - PRODUCTS

### 2.1 CABLES AND CONDUCTORS

A. Conductors shall be soft drawn, annealed copper having conductivity of not less than 98% of that of pure copper, have a uniform in cross-section, free from flaws, scale and other imperfections.

B. All interior branch wiring shall be Type “XHHW” 600 volts, unless otherwise noted and a minimum of 12 AWG except for control wiring which may be a minimum of 14 AWG.

C. Wire 8 AWG and larger shall be stranded.

D. Manufacturers shall be Simplex, General Cable, Okonite, Rome Cable, Anaconda, General Electric and Kaiser or approved equal.

## PART 3 - EXECUTION

### 3.1 CABLE AND CONDUCTOR INSTALLATION

A. Install all wire and cable in conduit.

B. No running splices in conduit shall be accepted.

C. Make all above ground connections and splices for #10 wire and smaller with Buchanan “B-Cap”, 3-M “Scotchlok”, or Ideal “Wing Nut” pre-insulated wire connector (sizes as recommended by manufacturer). Make connection and splices for #8 conductors and larger with solderless pressure or compression type connectors by O.Z., Burndy, Buchanan, T & B, or Ilsco. Tape all splices with plastic so insulation is at least equivalent to insulation of conductor. Thoroughly clean ends before splicing. Where plastic tape is used and there is any danger of insulation damage from pressure of joint against non-current carrying metal parts, use friction tapes for additional protection. Vinyl plastic tape shall be Scotch #33 or Plymouth.

D. Make all underground cable and conductor splices in a pull box or junction box approved for ground mounting using Cu/Al listed, mechanical lug or bolted connector or compression connector, (Tyco Electronics, NSI Industries, Ilsco or approved equal). Connection to be insulated and made water resistant with Tyco Electronics GelCap-SL, NSI Industries ESSLK-2/0 or 3M Scotchcast splice kit 85 series.

E. All wires in panelboards, gutters, switchboards, wireways and pull boxes shall be neatly arranged with terminations located directly opposite terminals and routed in a neat and workmanlike manner through spaces where the wire passes.

F. Exercise due care when pulling wire and cable through raceways, to prevent conductors from kinking and injuring insulations.

G. Pulling compounds that are listed and labelled by a Nationally Recognized Testing Laboratory may be applied to the conductors to insure ease of pulling. Under no circumstances shall any medium containing water, acid or petroleum base be used.

H. Leave no less than 6" or wire at each outlet for connection to lighting fixture, switch receptacle, and other pieces of equipment. Where wires feed through an outlet or junction box, neatly tuck a 6" long loop in bottom of box.

I. Control wiring and all other stranded wiring to screw connections shall be provided with T & B "STA-KON" terminals.

J. Solid conductors shall loop tightly and completely around terminal screws on all wiring devices.

END OF SECTION 26 05 19

# SECTION 26 05 26 – GROUNDING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes all grounding and bonding requirements.

## PART 2 - PRODUCTS

### 2.1 GROUNDING

A. Grounding bushings shall be used as required and shall be O.Z. insulated Type “BL”, or approved equal.

B. Copper jumpers shall bridge flexible conduit and be installed with ground wire.

C. All service grounds shall be in accordance with the concrete encased electrode (“UFER”) ground.

D. All panels containing ground or bonding wires shall be equipped with a ground bus for terminating all such wires.

## PART 3 - EXECUTION

### 3.1 GROUNDING AND BONDING INSTALLATION

A. The neutral conductors and all other exposed non-current carrying metal parts as required by Code shall be grounded.

B. No grounding shall be made to gas piping.

C. Where equipment or devises are served by non-metallic ducts, enclosure shall be grounded by means of a code size bare or green insulated equipment ground wire installed in the duct with the current carrying conductors and be bonded securely in each cabinet terminating the ground wire.

D. For lightning grounding protection, electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall not be less than 5/8-inch diameter and 10-feet long, with a minimum of 10-feet embedment. Grounding electrode shall be connected to the metal structure by a grounding electrode conductor with a minimum size of 2 AWG copper for structures with 75 feet mounting height or less, and 2/0 AWG copper for structures with more than 75 feet mounting height.

END OF SECTION 26 05 26

# SECTION 26 05 33 – CONDUITS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes all conduit and conduit fittings.

## PART 2 - PRODUCTS

### 2.1 CONDUIT RACEWAYS

A. Conduit systems shall be rigid galvanized steel, non-metallic fiber or Polyvinylchloride (PVC) plastic as specified herein, or as indicated on the plans. All systems shall be continuous.

B. Rigid steel conduit shall be heavy walled, hot dipped, galvanized or sheardized.

C. Schedule 40 PVC electrical conduits, listed and labelled by a Nationally Recognized Testing Laboratory, may be used for direct burial of underground branch circuits (with bond wire). All bends shall be manufactured, not field made.

## PART 3 - EXECUTION

### 3.1 CONDUIT INSTALLATION

A. Use rigid galvanized steel conduit in concrete slabs on grade, in exposed locations such as tunnels and equipment rooms, where exposed to weather, and where buried in earth. Make all joints with standard couplings or unions; use of running threads is prohibited. Ream conduit ends after cutting use double lock nuts at terminations. Use insulated bushings throughout.

B. No conduit placed in a concrete slab be greater than 3/4" trade size diameter and no conduit smaller than 1/2" shall be installed underground. No conduit shall be imbedded in a slab that is less than 3-½" thick except for local offsets. Unless otherwise noted or specified, tops of underground conduit or ducts shall not be less than 18" below grade. Assemble joints together using approved couplings to make watertight joints.

C. Stubs and risers above grade to panels and cabinets shall be rigid steel conduit and shall be grounded as described under "grounding".

D. Where exposed, install conduit parallel to walls and partitions; do not cross-window openings.

E. All conduit bends 45 degrees and larger, and 2 inches and above shall be manufactured bends or field make with hydraulic bender.

F. Coat Metallic conduit below grade or encased in concrete with two coats of Koppers Bitumastic, or half lap with Scotch Wrap #50, minimum thickness to be 20 mils.

3.2 CONDUIT FITTINGS

A. Provide double lockouts and bushings at all rigid conduit terminations except at threaded hubs. Bushings shall be O.Z. type “A” molded Bakelite except for 2” conduit and above shall be O.Z. type “B” or type “BL” where grounding is required.

END OF SECTION 26 05 33

# SECTION 26 27 16 – ENCLOSURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes all enclosures, for service entrance sections, distribution equipment and control equipment.

## PART 2 - PRODUCTS

### 2.1 ELECTRICAL SERVICE

A. The electrical service point of utility connection shall be as shown on the plans by the Electric Utility Company.

B. Provide all necessary material and labor required by the serving utility for delivery of power to the service entrance equipment.

### 2.2 SERVICE ENTRANCE EQUIPMENT

A. Service entrance shall be minimum 12 gauge standardized, modular formed steel dead front construction, and front accessible.

B. The enclosure shall be weatherproofed, and factory painted per Owner's specifications with primer and rust inhibitor undercoat.

C. The service entrance shall have space and necessary provisions for metering current transformer and testing as required by the Electric Utility Company and P.U.E.S.R. Standards.

D. Main and branch feeder over-current devices shall be fusible or circuit breaker type and sized as noted on the drawings.

E. The switchgear assembly shall be braced for short circuit stress as noted on the drawings and per Electric Utility Company requirements.

F. All service entrance and all distribution equipment and panels shall have fully rated copper bussing.

G. All distribution equipment shall be of the same manufacturer. Approved manufacturers are: Eaton/Cutler-Hammer, Siemens, General Electric, Square D, Milbank, RSE-Sierra, Federal Pacific, Pacific Utility Products, Sylvania or Myers.

PART 3 - EXECUTUION

3.1 NAMEPLATES

A. Provide lamicoid nameplates for all distribution switches, breakers, lighting and power panels, contactors, hand-off-auto (HOA) switches and any control equipment.

END OF SECTION 26 27 16

# SECTION 26 27 26 – PULL AND JUNCTION BOXES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes all pull and junction boxes.

## PART 2 - PRODUCTS

### 2.1 PULL AND JUNCTION BOXES INSTALLED ABOVE GROUND

A. Boxes installed above ground shall be fabricated from code gauge steel without knockouts and a minimum 14-gauge front cover.

B. Finish shall be galvanized steel or phosphate undercoating, with 2 finish coats hammer gray or bake enamel.

C. Junction boxes shown outside, flush or surface mounted, shall be watertight all welded construction with neoprene gasketed screwed covers, NEMA Type 3R.

### 2.2 PULL AND JUNCTION BOXES INSTALLED IN-GROUND

A. Boxes installed in-ground shall be made of a high density reinforced concrete material with end and side knockouts, and non-settling shoulders to maintain grade.

B. Steel reinforcement shall be as regularly used in standard products of the respective manufacturer.

C. Boxes shall have an etched polyethylene face with an ultraviolet inhibitor anchored in concrete.

D. Cover or lid shall be reinforced concrete with stainless steel hold down bolts and washers and protective plastic caps.

E. Lettering on cover or lid shall be 1" letters cast in standard markings: "ELECTRIC" or "HIGH VOLTAGE" or "COMMUNICATIONS", as required.

END OF SECTION 26 27 26

# SECTION 31 10 00

# SITE CLEARING

## PART 1 - GENERAL

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and City of Buckeye standards, apply to this Section.

### 1.2 SUMMARY

A. Section Includes:
   1. Removing existing vegetation.
   2. Clearing and grubbing.
   3. Removing above- and below-grade site improvements.
   4. Disconnecting, capping or sealing, and abandoning site utilities in place.
   5. Temporary erosion and sedimentation control in compliance with State ADEQ Requirements and SWPPP issued permits secured by the Contractor.

B. Related Requirements:

   1. State ADEQ Storm Water Pollution Discharge Permit Contractor shall secure required ADEQ Permit for temporary erosion- and sedimentation-control measures.

### 1.3 DEFINITIONS

A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.

D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

A. Except for materials indicated to be salvaged all cleared materials shall become Contractor's property and shall be legally and properly removed from Project site.

1.5 INFORMATIONAL SUBMITTALS

A. Existing Conditions: Documentation of existing adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing operations shall be submitted to the City of Buckeye prior to any demolition or site clearing operations.

1. Use sufficiently detailed photographs or video recordings of surrounding areas that will clearly show existing conditions.

B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions that are capped during demolition and or site clearing operations.

C. Burning of any materials is not allowed.

1.6 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.

B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.

1. Do not proceed with work on adjoining property until directed by City of Buckeye or its designated representative.

C. Utility Locator Service: Notify Call Before You Dig for area where Project is located before site clearing.

D. Do not commence site clearing operations until ADEQ Permit for temporary erosion- and sedimentation-control measures are in place.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 31 20 00 "Earth Moving."

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Contractor shall provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties, drainages and walkways, according to erosion- and sedimentation-control Drawings and requirements of ADEQ. Contractor shall secure required permits.

B. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

C. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.3 EXISTING UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.

1. Arrange with utility companies to shut off utilities if required as part of construction activities.

B. Locate, identify, and disconnect utilities indicated to be abandoned in place.

C. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify City of Buckeye or its designated representative not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without City of Buckeye or its designated representative's written permission.

D. Excavate for and remove underground utilities indicated to be removed or required to be removed due to construction activities.

3.4 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, turf and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Grind down stumps and remove roots larger than 2 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
3. Use only hand methods or air spade for grubbing within protection zones.
4. Chip removed tree branches and dispose of off-site.
5. Remove turf as indicated on plans to a depth of
   a. Scalp all turf areas to be removed
   b. Remove top layer of sod with a commercial sod cutter to a depth of 2-3”
   c. Remove remaining root zone material to a depth of 12”
   d. Rip remaining grade to a depth of 12” and rake out vegetative material.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density as specified in the geotechnical report.

3.5 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.6 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

B. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

**END OF SECTION 31 10 00**

# SECTION 32 15 40

# DECOMPOSED GRANITE

## STANDARD SPECIFICATIONS

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.
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## PART 1 – GENERAL

1.1 DESCRIPTION

A. This Section includes material and labor requirements for construction with ¼" minus decomposed granite for the following items:

1. Roller compacted pathway
2. Buffer area between pathway and lake edge

B. Related Sections:

1. Section 31 00 00 – Earthwork

1.2 PERFORMANCE REQUIREMENTS

A. Perform gradation of ¼" minus decomposed granite material or crushed aggregate in accordance with ASTM C 136 – Method for Sieve Analysis for Fine and Course Aggregates.

1.3 SUBMITTALS

A. Products Data: For each product specified. Submit a 5 lb. sample and sieve analysis for grading of ¼" minus decomposed granite prior to any construction– (allow 2 week turn around). Must be approved by Landscape Architect and Owner.

B. Shop Drawings: Show details of installation, including plans and sections.

1.4 FIELD CONDITIONS

A. Field Measurements: Each bidder is required to visit the site of the Work to verify the existing conditions. No adjustments will be made to the Contract Sum for variations in the existing conditions.

B. Where surfacing is indicated to fit with other construction, verify dimensions of other construction by field measurements before proceeding with the work.

C. Environmental Limitations: Do not install roller compacted pathway during rainy conditions or below 40 degrees Fahrenheit and falling.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Installer to provide evidence to indicate successful experience in providing roller compacted aggregate surface or ability to follow installation instructions.

B. Mock-ups: Install 4 ft. wide x 10 ft. long mock-up of ¼" minus decomposed granite pathway surfacing at location specified by owner's representative.

**PART 2 - PRODUCTS**

2.1 MATERIALS

A. Decomposed Granite: 1/4" minus decomposed granite. Palomino Gold color.

1. Crushed Stone Sieve Analysis Percentage of Weight Passing a Square Mesh Sieve as per the following table.
2. Sieve and Granite Gradation for ¼" minus material:

| Passing Sieve | Percent Passing | % Retained |
|---|---|---|
| 1 inch | 100 | 0 |
| 3/4 inch | 100 | 0 |
| 1/2 inch | 100 | 0 |
| 3/8 inch | 100 | 0 |
| 1/4 inch | 98 | 2 |
| No. 4 | 88 | 12 |
| No. 8 | 67 | 33 |
| No. 10 | 62 | 38 |
| No. 16 | 52 | 48 |
| No 30 | 39 | 61 |
| No 40 | 35 | 65 |
| No 50 | 31 | 69 |
| No 100 | 24 | 76 |
| No 200 | 20.2 | 79.8 |

2.2 HERBICIDES

A. General: Herbicide registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as

required for Project conditions and application. Do not use restricted herbicides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the decomposed granite layer. Contractor shall apply three (3) applications of pre-emergent. One application of pre-emergent herbicide as per manufacturer's directions to the raked and compacted subgrade prior to installing granite and one application after granite has been installed, compacted and raked level and one application 30 Days prior to the end of the maintenance period. The pre-emergent herbicide shall be applied in the manner recommended by the manufacturer to prevent germination of noxious weeds, and shall be equivalent to Gallery, or an approved equal, and shall be applied at a rate of one pound per acre. Pre-emergent herbicide shall be applied to the designated granite areas, prior to the final water settling operation. The Landscape Architect or Owner's representative is to be notified prior to all pre-emergent applications. Water to activate the pre-emergent herbicide shall be applied to the areas of the herbicide application as recommended by the manufacturer's label. The amount of water specified by the manufacturer may be adjusted due to rainfall, if approved by the Landscape Architect.

The Owner or Owner's Representative is to be notified prior to all pre-emergent applications

C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated. Any existing weeds or Bermuda grass growing in designated landscape areas shall be treated with a post-emergent spray, such as "Round-up", or an approved equal. Any existing or new trees or vegetation shall be protected from the spray drift. There will be no separate payment for the weed spraying. Bermuda grass or weeds must be completely eradicated from all areas of the landscape and where designated by the Landscape Architect. The contractor shall remove all non-planted vegetation from all areas designated to receive decomposed granite (by chemical or mechanical means) and maintain the designated areas "vegetation-free" for a minimum period of 40 working days prior to placement of the decomposed granite, or as specified by the Landscape Architect. Prior to placement of the decomposed granite, designated areas to receive decomposed granite shall be completely free of all grass, weeds, or other miscellaneous vegetation growth. All dead grass and weeds shall be removed and properly disposed of. There will be no separate payment for the weed spraying. Bermuda grass or weeds must be completely eradicated where designated by the Landscape Architect from landscape or decomposed granite areas.

All weed control products and herbicides shall be approved for use by the Landscape Architect or Owner's representative prior to any applications. Contractor shall submit copies of all manufacture specifications and application rates to the Landscape Architect or Owner's Representative for review and approval prior to application. Herbicides and weed control shall only be performed by a licensed applicator; contractor shall supply information on applicator to the Landscape Architect or Owner's Representative for approval.

## PART 3 - EXECUTION

3.1 PREPARATION

A. Install pre-emergent herbicide to all areas to receive decomposed granite on plan.

1. Decomposed granite shall be native, local, desert, decomposed granite stone at the size and color specified on the plans. The decomposed granite shall be from a single source, free from coating, clay, caliche or organic matter. Contractor

shall provide Landscape Architect or Owner's Representative with a five gallon sample of material for approval before installation.

2. Contractor must examine the subgrade, verify the elevations, and observe the conditions under which the work is to be performed. The existing grade shall be fine graded and raked free of organic matter and other debris one inch diameter and larger and then compacted.

3. Any existing weeds or Bermuda grass growing in designated landscape areas shall be treated with a post-emergent spray, such as "Round-up", or an approved equal. Any existing or new trees or vegetation shall be protected from the spray drift. There will be no separate payment for the weed spraying. Bermuda grass or weeds must be completely eradicated from all areas of the landscape and where designated by the Landscape Architect or Owner's Representative. The contractor shall remove all non-planted vegetation from all areas designated to receive decomposed granite (by chemical or mechanical means) and maintain the designated areas "vegetation-free" for a minimum period of 40 working days prior to placement of the decomposed granite, or as specified by the Landscape Architect or Owner's Representative. Prior to placement of the decomposed granite, designated areas to receive decomposed granite shall be completely free of all grass, weeds, or other miscellaneous vegetation growth. All dead grass and weeds shall be removed and properly disposed of. There will be no separate payment for the weed spraying. Bermuda grass or weeds must be completely eradicated where designated by the Landscape Architect or Owner's Representative from landscape or decomposed granite areas.

4. All weed control products and herbicides shall be approved for use by the Landscape Architect or Owner's Representative prior to any applications. Contractor shall submit copies of all manufacture specifications and application rates to the Landscape Architect or Owner's Representative for review and approval prior to application. Herbicides and weed control shall only be performed by a licensed applicator; contractor shall supply information on applicator to the Landscape Architect or Owner's Representative for approval.

3.3 PLACEMENT

A. After the first application of pre-emergent the granite shall be installed and shall be rolled or raked to remove any irregularities, tire marks etc. Installation shall provide a two-inch depth of decomposed granite after compacting. During the final spreading and final grading operations, all surfaces within the decomposed granite areas shall be passed over by the spreading and grading equipment a minimum of 2-times. Equipment operations for spreading, grading, raking, chemical application, water settling, and any other operations shall be done in a manner that uniformly maximizes the vehicle(s) wheel compaction over the surface area. All vehicles used for spreading, grading and raking the decomposed granite shall have one set of wheels with floatation tires having a minimum width of 18-inches to allow equal compaction of the granite mulch. The use or application of granite by any method (conveyor belt etc.) shall not relive the contractor of providing granite compaction to a level approved by the Landscape Architect or Owner's Representative. Methods of compacting such as rolling, water settling, etc., shall be approved by the Landscape Architect or Owner's Representative.

B. After placing, spreading, compacting, and grading the decomposed granite the contractor shall water settle the total thickness of the decomposed granite to

remove the fine material from the surface. The water settling operation, noted above, shall be completed by applying water at minimum depth of one-half inch over the decomposed granite areas placed or as approved by the Landscape Architect or Owner's Representative. This water settling technique can be used to water in the second application of pre-emergent in compliance with pre-emergent Manufacturer recommendations and as approved by the Landscape Architect or Owner's Representative.

3.5 COMPACTION FOR PATHWAY

A. Compact aggregate to 95% relative compaction by equipment such as; a 2 to 5-ton double drum roller making 3 to 4 passes. DO NOT use a vibratory plate compactor or vibration feature on roller, as vibration separates large aggregate particles. If pumping or pancaking of surface occurs, surface is still too wet to roll.

B. Take care in compacting surface when adjacent to planting and irrigation systems, use 8" or 10" hand tamp. Installation of aggregate shall be installed in 1" lifts.

C. Lightly spray surface area following compaction. Do not disturb aggregate surface with spray action.

3.6 INSPECTION

A. Finished surface shall be smooth, uniform and solid with no evidence of chipping or cracking. Cured and compacted pathway shall be firm throughout profile with no spongy areas. Loose material shall not be present on surface after installation, but may appear after use and according to environmental conditions. Pathway shall remain stable underneath loose granite on top with a "natural" look. Any significant irregularities in path surface shall be repaired to the uniformity of entire installation.

3.7 PROTECTION

A. Contractor shall furnish and install construction fence around new surface to prevent public access. Fencing shall be maintained in place for a minimum of 12 - 72 hours after completion of installation, or as directed by the Owner' Representative. Drying period may take longer due to weather conditions.

B. Contractor shall notify Owner's Representative that landscape irrigation shall be restricted near aggregate surface until drying period is complete. Standing water on surface and adjacent to path shall be restricted at all times.

3.8 MAINTENANCE

A. Remove debris, such as paper, grass clippings, or organic material by mechanically blowing or hand raking as needed.

B. During first year, minor amounts of loose aggregate may appear on surface (1/16 to 1/4"). If material exceeds a ¼", redistribute over entire surface. Water to 1" depth and compact with power roller of no less than 1000-lbs. Repeat as needed. If cracking occurs, sweep fines into cracks, water thoroughly and hand tamp with an 8" – 10" hand tamp

**END OF SECTION**

## SECTION 32 82 00

## PREFABRICATED BOOSTER PUMPING STATION

PART 1: GENERAL

1.1 SCOPE

To provide a single source responsibility for the manufacture, warranty, and operation of a prefabricated, skid mounted, fully automatic pumping system for turf irrigation.

The pumping system shall conform to the following specifications in all respects. This specification covers the minimum requirements; however, it should not be construed as all inclusive. It is the successful vendor's responsibility to include all necessary appurtenances to provide for a complete, automatic, smooth operating, and reliable pumping system. The manufacturer shall supply a complete set of general arrangement drawings, electrical power schematics, and control schematics in the operations and service manual.

Installing Contractor shall be responsible installing the pump station, concrete base, pump enclosure, all appurtenant fittings and items of a minor nature required for a fully functioning booster pumping station.

1.2 MANUFACTURER

The pumping station shall be manufactured by Munro, Grand Junction, Colorado, 81501, U.S.A., Phone (800) 942-4270 or equal approved by the purchaser prior to bid opening. The station shall be of the model number and capacities as shown in the attached technical data sheet. For consideration of a proposed equal system, the contractor shall furnish the following data to the architect/engineer at least 10 days prior to the date of the bid opening:

A. A complete specification for the pumping system proposed as an equal.

B. A general arrangement drawing showing overall dimensions and all piping layouts.

C. A complete Submittal, with Data Sheets, for all major equipment: pumps, motors, starters.

D. An Electrical Schematic showing power wiring, and controls.

E. A list with references of 5 projects that are similar in scope within 50 mile radius of project site.

F. Manufacturer's electrical control panel UL 508A file number.

G. Manufacturer's Packaged Pumping Systems UL QCZJ File Number.

H. A copy of manufacturer's certificate of insurance showing as a minimum, a general liability coverage of $1,000,000 and an excess liability coverage of $5,000,000.

**PART 2 - MATERIALS**

## 2.0 MATERIALS:

2.01 PUMPS

A. Casing: Pump Casing shall be of deep drawn, laser welded, 316L stainless steel and shall be capable of withstanding maximum working pressures of 360 psi. Piping connections shall be in-line and compatible with ANSI raised-face flanges.

B. Floating neck Ring: Floating neck rings composed of PTFE/PPS shall be provided within each stage. They shall be self-centering and easily replaceable.

C. Impeller: Impellers shall be of enclosed design and constructed of AISI 316 stainless steel.

D. Diffuser Bowl: Each stage shall have a bowl with attached diffuser and be constructed of AISI 316 SS.

E. Mechanical Shaft Seal: The mechanical shaft seal assembly shall be composed of a Silicon Carbide SiC rotating face, Carbon graphite stationary, EPDM elastomers and AISI 316 stainless steel hardware as standard. Silicon carbide SiC stationary and FKM elastomers are optional.

F. Integral Oversized Thrust Bearing and Coupling: Shall be one piece capable of handling pump thrust and include coupling to attach pump to motor requiring no field adjustment to the impeller stack.

G. Pump Shell: Shell will be manufactured from AISI 316 SS or AISI 304 SS coils TIG welded, calibrated, and cut at precise height.

H. Bearing System: Oversized thrust bearing capable to handle pump thrust, integrated into the pump end. It allows the use of standard motors instead of special models.

2.02 Electric Motor's:

A. The Main pump drive motor's (2 EA) shall be NEMA standard design TC frame suitable for vertical mounting and close coupled to the pump unit. Motors shall be of standard manufacturers catalog design and must not use special bearings as a thrust handling device. The motor rating shall be: **7.5** hp **3,450** rpm **3** Phase **60** Hz **480** Volts Enclosure (TEFC) High Efficiency, 1.15 Service Factor.

2.3 STATION BASE:

A. The pump station base shall be designed and fabricated to provide proper structural support for all attached equipment. The base shall supply sufficient rigidity to withstand the stresses of reasonable and competent transportations to site, off loading, installation, and operation. Main structural members shall be constructed from heavy weight channel, tubing, or I-beam steel. Provisions shall be made in the station base for off-loading with a forklift. The base shall create a flooring substructure when installation is per factory recommendations will aide in installation of pump station as per recommended Hydraulic Institute standards. All bolts for the package assembly shall be plated to retard corrosion.

2.4 PIPING:

A. Piping shall be ASTM A312 schedule 40 steel pipes (powder coated) or heavier as required to maintain a 3 to 1 pressure safety factor (including 1/16" corrosion allowance). All piping shall be hydrostatically tested to 150% of maximum shutoff pressure. Piping between pumping system suction and discharge connection shall be cut grooved for maximum flexibility, minimize vibration and the stress of transportation and operation.

B. Piping shall conform to ASTM specification for stainless steel pipe welded and seamless pipe. The piping shall be for connection to the main line piping.

C. Piping configuration shall include a full flow bypass with integral check valve and isolation butterfly valve.

2.5 VALVES:

A. Pump isolation valves shall be full lug style butterfly valves for 2" and above. 6" and above shall have a gear operator. Valve body shall be constructed of ductile iron. Valves shall be rated for 150 PSI operating pressure. Valve shall have stainless steel disc, stainless steel shaft. Station isolation valves shall be provided by others.

B. Provide check valve wafer style center guided, stainless steel body and disc on each pump. Valve shall be rated for system design pressure. The check valves shall be manufactured by Val-Matic or approved equal.

C. Provide check valve globe style center guided, bronze disc for full flow bypass plumbing. The check valves shall be manufactured by Val-Matic or approved equal.

D. Provide Air Release Valve. Valve shall be automatic float operated valves designed to release accumulated air from a piping system while the system is in operation and under pressure. The capacity and pressure rating of the valve is dependent on the diameter of the precision orifice in the cover. A large inlet connection is required for proper air and water exchange.

E. The air release valve body and cover shall be constructed of ASTM A126 Class B cast iron for working pressures up to 300 psig.

F. The air release orifice, float and linkage mechanism shall be constructed of Type 316 stainless steel. Non-metallic floats or linkage mechanism

G. The air release valve shall be Series 15A as manufactured by Val-Matic Valve and Manufacturing Corporation, Elmhurst, Il, USA or approved equal.

H.

2.6 FLOW METER:

A. Flow meter shall be a magnetic type meter. Capable of interpreting the volumetric flow of the pumping system. Meter shall include a 4-20 MA flow signal and a separate pulse output signal. Flow meter shall be a Badger Meter brand model M-2000. Pulse style insertion meters are not acceptable. Follow

manufactures installation instructions. Meter shall maintain the recommended minimum meter run as specified by manufacture for optimum accuracy.

2.7 FILTER:

A. The filtration system shall contain an automatic, stainless steel self-cleaning filter and a control system integrated in the pumping station PLC.

B. The filter shall have 6" 150# raised flange inlet and outlet connections for filtering up to 660 gpm. The filter will be supplied with a (200) micron stainless steel fine screen. The minimum fine screen open area shall be 648 in².

C. The filter shall be completely self-cleaning, and the cleaning cycle shall be powered by line pressure only. No external pneumatic or electric power is required, and continuous system flow shall be maintained during the rinse cycle.

D. A rinse cycle shall be initiated by the PLC based on differential pressure, by timer, or by local manual action. A dirt collecting assembly shall sweep the entire screen area to remove accumulated particles and send them to a waste drain through a 1.5" rinse valve.

2.8 GAUGES:

A. Pressure gauges shall be supplied for Suction and Discharge system pressures each pump. All gauges shall be glycerin filled stainless steel bottom mounted. Accuracy shall be within 1.5%. Gauges shall be 2-1/2" minimum with pressure ranges at least 30% higher than highest-pressure attainable from pumps at shutoff head conditions.

2.11 ELECTRICAL CONTROLS:

A. Provide complete instrumentation and controls to start and stop the pumps automatically. Full alarms and safety features needed to protect the equipment and piping systems shall be included.

B. Control enclosure:

Controls shall be housed in a UL 508A labeled enclosure with integral latches. The control enclosure shall be constructed of 12-gauge steel and the back plate assembly shall be constructed of 12-gauge steel. All indicating lights, reset buttons, selector switches and operator interface shall be mounted on a dead front inner panel. All internal components shall be mounted upon and secured to the removable back plate assembly. Control enclosure shall include and integral A/C cooling unit. Ambient air cooling or heat exchangers are not acceptable.

C. Air Conditioner:

Air conditioner shall be sized to cool completely the internal components of the electrical control panel. Shall be rated type 4 suitable for the environment being installed. Air conditioner shall be utilize a closed loop refrigerant system and be rated for 480v.

D. Control power:

Power for the controls shall be provided by a control power transformer, which shall provide 120 Volt, single-phase power for the pumping system control operation. The control power transformer shall be protected on the primary side by control limiting fuses of adequate size and voltage rating.

E. VFD's:

Provide enclosed type 1 variable frequency drives suitable for operation at the current, voltage, and horsepower indicated on the schedule. Motors should be inverter duty rated, per NEMA MG1 parts 30 and 31, for motor-drive compatibility. VFD must have Heavy Duty and Normal Duty ratings.

VFD must operate, without fault or failure, when voltage varies plus 10% or minus 15% from rating, and frequency varies plus or minus 5% from rating. Operating Ambient Temperature: NEMA 1 (IP20): -10°C to 40°C (14°F to 104°F); Overload capability: 150% of rated FLA (Full Load Amps) for 60 seconds for Heavy Duty applications; 120% of rated FLA for 60 seconds for Normal Duty applications; 200% of rated FLA peak. VFD shall have embedded Modbus RTU/Modbus accessible via a RS-422/485 communication port. The termination resistor shall be built-in. VFD shall have the following minimum protective functions: Overheat, motor overload, VFD overload, short circuit, overvoltage, undervoltage, input phase loss, output phase loss, output ground fault and overcurrent. VFD shall have an independent PID loop that can be used to vary the VFD output to maintain a set point of an independent process. VFD shall include electronic thermal overload protection for both the drive and motor. The electronic thermal motor overload shall be approved by UL.

VFD shall be H100+ type, manufactured by LS America Inc.

F. PLC Logic Controller

Basic control logic shall be handled by an industrial grade programmable logic controller (PLC) with a industrial operator interface providing data entry and readout capabilities. PLC shall have LED indicators for input, output, and diagnostic readouts showing PC Run, CPU Fault. An LED visual status light is provided for each I/O to indicate on/off status. PLC shall be provided with a built in EEPROM, capacitor, and battery for memory backup. All logic for system control, timing, and control of VFD start stop shall be handled by the PLC. PLC shall have a built in clock calendar. The PLC shall be as manufactured by Delta USA or equal. Control software shall be parameter driven, fully documented, and allow user to easily change ALL operational parameters. Standard control features and equipment, which need to be included as a minimum are as follows:

Alarms and shutdowns:

Low discharge pressure

High discharge pressure.

Low suction pressure or Loss of Prime.

Phase unbalance (Attempts restart)*

Individual motor overload/phase loss (indicates which individual motor was shut down)

VFD fault

Switches:

System Hand/Off/Automatic switch

Reset

Speed potentiometer -- in manual mode allows user to adjust VFD pump speed

Automatic alternation of VFD driven pumps. This shall be accomplished by the PLC.

Full manual operation capability with panel face mounted speed potentiometer for manually adjusting VFD speed.

System can be immediately and directly switched from manual to automatic mode of operation. This allows for manual pressurization and immediate switching capability to automatic.

G. Touch Screen:

A touch screen interface shall be included as part of the PLC operating system. Touch screen shall communicate to the VFD's as well as the PLC for operator interface and systems parameter adjustments. Screen shall have the ability to remotely communicate to the end user's laptop or phone via a VNC connection. Touch screen shall at a minimum include the following:

A. Individual pump run indication (digital readout)
B. Hand/Off/Automatic positioning indicator
C. Keypad alarm reset button
D. 7" Display
E. 24 Volts power requirement.
F. Communication ports(10/100Mbit/ USB Host, USB Device, RS485/RS422 25 –pin D-sub and Ethernet using a static IP address Using DSL or Wireless connection. IP address to be provided by owner Prior to shipping.
G. Real Time Clock.

2.11 POWDER COATING:

Structural steel and supports shall be grit blasted to a near white metal condition. The clean steel surfaces shall immediately heat with a powder coating of 6 mils.

2.12 WARRANTY:

The manufacturer shall warrant the water pumping system to be free of defects in material and workmanship for a period of 24 months from date of authorized start-up, not to exceed 30 months from date of manufacturer invoice of ready to ship. Manufacturer shall support a network of technical service agents who shall be utilized for service work and shall supply the name, address of local qualified service agent.

2.13 START-UP SERVICE:

1. When discharge piping, electrical connections, and electrical inspection have been completed, the pump station manufacturer shall be contacted for start-up. A one-week notice shall be given to the manufacturer prior to scheduled start-up date. During start-up, the complete pumping system shall be given a running test of normal start and stop, and fully loaded operating conditions. During this test of the pump shall demonstrate its general ability to operate without undo vibration or overheating, and shall demonstrate its general fitness of service. All defects shall be corrected and adjustments shall be made for proper operating system. After station start-up has been completed and accepted, a training session shall be given to the owner or owner's representative familiarizing that person with pumping system operations, maintenance and adjustments. Minimum start-up assistance, exclusive of travel time, shall be one 8-hour day. Provide for minimum of an 8-hour training session, exclusive of travel time, in addition to the start-up assistance. Start-up and training assistance shall be by the manufacturer's technical service agent.

2. A minimum of fourteen (14) working days notice shall be provided to manufacturer's factory service agent for start-up of pump station.

2.14 TECHNICAL DATA:

**Munro Custom Pump Station System, Model SCSUL08-85-500-7.5/7.5-C-6-G-6/6-6-6-X-X-X** rated for 500 GPM. Minimum suction pressure for maximum coverage is 25 psig, Discharge pressure to be 85psig. Main Pump motors are 7.5 HP, 3600 RPM Full voltage. Electrical power shall be 480 volts, 3 phase, 60 Hertz.

- 6 in. flanged suction and discharge connections with powder coated piping.
- 2 5/8 in. silicone filled pressure gauges with isolation valve.
- Factory run testing using actual suction pressure, discharge pressure and flow conditions.
- U.L. listed type 4 control/ starter panel.
- 1-11volt discharge pressure transducer 0-200psig
- 1-11v suction pressure transducer 0-200 psig.
- Suction pressure gauge.
- On/Off /Auto selector switches.
- Low/ High discharge pressure shutdown and alarm.
- Solid State overload/ single phase/ phase imbalance/ low voltage protection.
- 7.5 HP type 1 Variable Frequency Drives with pump specific software.
- 24 volt start for starting and stopping.
- 6 in. station discharge isolation valve with individual pump suction & discharge isolation valves. Powder Coated
- 1ea- Operation & maintenance manual.

**PART 3: EXECUTION**

3.1 TESTING:

Run Testing. The pumping system shall be completely run tested after installation to verify the performance. A complete report of this test shall be included with the pumping system and shall include actual flow of test, pressure at discharge, voltage, and amperage.

3.2 STARTUP:

Startup shall be performed by the Manufacturer's Factory Technician and shall be performed with the Owner's Representative present.

3.3 WARRANTY:

A. Scope.

Manufacturer shall maintain a Factory Trained and Managed Service Network to execute all warranty claims. All service entities must maintain as their primary core business the maintenance, service and repair of pump systems and shall be supported by a Factory Direct Service Group to include dedicated factory phone support technicians for technical assistance. The manufacturer shall provide technical phone support to the end user during and after the warranty period. Authorized Service Technicians must be Factory Trained and maintain a minimum of 15 hours per year of on going in-factory training.

B. Warranty.

The manufacturer warrants that the water pumping system or component will be free of defects in workmanship for 24 months from date of delivery.

Provided that all installation and operation responsibilities have been properly performed, manufacturer will provide a replacement part or component during the warranty life. Labor charges (i.e., removal or replacement of parts) are excluded from this warranty. Upon request, manufacturer will provide advice for trouble shooting of a defect during the warranty period.

Manufacturer uses only high quality material. As with any mechanical or electrical device, some preventative maintenance efforts are required to enhance service life. The customer is encouraged to establish a methodical maintenance service program to avoid premature failure. Manufacturer supports a wide network of technical service agents and recommends they be utilized for service. Because of varied conditions beyond the control of the manufacturer, this warranty does not cover damage under the following condition or environment unless otherwise specified in writing.

- Default of any agreement with manufacturer.
- Misuse, abuse, or failure to conduct routine maintenance.
- Handling any liquid other than irrigation water.
- Exposure to electrolysis, erosion, or abrasion.
- Presence of destructive gaseous or chemical solutions.
- Over voltage or unprotected low voltage.
- Unprotected electrical phase loss or phase reversal.

**END OF SECTION**

# SECTION 32 83 00

# FERTIGATION SYSTEM

Except as otherwise required in these specifications, construction of this project shall be in accordance with Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

## PART 1 GENERAL

### 1.1 SCOPE OF WORK

A. It is the intent of this specification to describe the construction of an automatic fertigation system for an irrigation that is supplied by raw water. All components of the fertigation system including the fertilizer injection system, fertilizer storage tank and all other items necessary for the proper assembly and operation of the system must be provided by a single supplier. The intent is to provide sole source responsibility for the materials, installation, and warranty of the system.

B. Furnish all labor, materials, supplies, equipment, tools, and transportation, and perform all operations in connection with and reasonably incidental to the complete installation of the fertilizer injection system and guarantee/warranty as shown on the drawings, the installation details, and as specified herein. Items of work specifically included are:

1. Procurement of all applicable licenses, permits, and fees as required by local codes and utilities.

2. Connection of electrical power supply to the system.

3. Installation of pumps, electrical controllers, piping, valves, tanks and appurtenances necessary for the complete operation of the fertigation system.

4. Coordination of installation of fertigation system with the installation of the irrigation pump system.

5. Testing, start-up and adjustment of fertigation systems.

### 1.2 DISCREPANCIES

A. It is the intent of these plans and specification that all fertigation system equipment installed is complete and operational. It is the Contractor's responsibility to make sure that the equipment furnished is compatible and adheres to all regulations. Any discrepancies should be noted immediately and should be reported to the Owner’s Representative for clarification.

### 1.3 SUBMITTALS

A. Deliver one (1) pdf copy of submittals to Owner’s Representative within 10 working days from date of Notice to Proceed. Furnish information with table of

contents and index sheet. Index sections for different components and label with specification section number and name of component. Furnish submittals for components on material list. Indicate which items are being supplied on catalog cut sheets when multiple items are shown on one sheet. Owner's Representative. Incomplete submittals will be returned without review.

B. Materials List: Include pipe, valves, flow meters, fittings, pumps, tubing, acid and fertilizer storage tanks, conduit, control system components, electrical equipment and enclosures. Quantities of materials need not be included.

C. Manufacturers' Data: Submit manufacturers' catalog cuts, specifications, and operating and maintenance instructions for all equipment supplied.

D. Maintenance Manual: Submit three (3) copies of a bound maintenance manual that includes all manufacturer's data listed above and recommended operating procedures, adjustments, system trouble shooting, and preventive maintenance procedures.

E. Shop Drawings: Submit shop drawings of fertigation system, electrical controls, and flow meter control unit installation. Show products required for proper installation, their relative locations, and critical dimensions. Note modifications to the installation drawings.

F. Testing: Submit a proof of testing report following completion of each test listed in the Specifications or Construction Documents. Unless otherwise noted, include name of test, date of test, name of the individual completing the test, name of the company completing the test, name of Owner's Representative observing the test, and a summary of the test results. If system fails test, document any and all retests until system passes test.

1.4 RULES AND REGULATIONS

A. Work and materials shall be in accordance with the latest edition of M.A.G., the National Electric Code, and the International Plumbing Code as published by the International Code Council, and applicable laws and regulations of the governing authorities.

B. When the contract documents call for materials or construction of a better quality or larger size than required by the above-mentioned rules and regulations, provide the quality and size required by the contract documents.

1.5 TESTING

A. Notify the Owner's Representative three days (72 hours) in advance of testing.

1. Visually inspect all tube/pipe for leakage and replace defective tube/pipe, fitting, joint, valve or appurtenance. Repeat test until system passes test.

B. Control and safety shut off devices shall be tested and verified operational.

1.6 CONSTRUCTION REVIEWS

A. The purpose of on-site reviews by the Owner's Representative is to observe

the Contractor's interpretation of the construction documents and to address questions with regards to the fertigation system.

1. Scheduled reviews such as those for testing should be scheduled with the Owner's Representative as required by these specifications.

2. Impromptu reviews may occur at any time during the project.

3. Final Observation will occur upon request of the Contractor and prior to final acceptance. The intent is to verify that all installation; testing; maintenance and operation submittals; and project record drawing submittals are completed prior to the start of the Maintenance and Guarantee/Warranty periods.

4. All costs, including travel expenses and site visits by the Owner's Representative(s) for additional Inspection(s) that may be required after the Final Observation due to non-compliance with the Construction Documents are the sole responsibility of the Contractor.

1.7 GUARANTEE/WARRANTY AND REPLACEMENT

A. The purpose of this guarantee/warranty is to insure that the Owner receives materials of prime quality, installed and maintained in a thorough and careful manner.

B. The manufacturer shall warrant the fertigation system to be free of defects and product malfunctions for a period of one (1) year from date of start-up. Fill and repair depressions. Repair damage to the premises caused by a defective item. Make repairs within seven days of notification from the Owner's Representative.

C. Failures caused by lightning strikes, power surges, vandalism, flooding, operator abuse, or acts of God are excluded from warranty coverage.

D. Repair damage to the premises caused by a defective item. Make repairs within seven days of notification from the Owner's Representative.

E. Contract documents govern replacements identically as with new work. Make replacements at no additional cost to the contract price.

F. Guarantee/warranty applies to originally installed materials and equipment and replacements made during the guarantee/warranty period.

**PART 2 MATERIALS**

2.1 QUALITY

A. Materials used in the system shall be new and without flaws or defects of any type, and shall be the best of their class and kind.

2.2 SUBSTITUTIONS

A. Make complete submittals of all manufacturers' data showing compliance with the Contract Documents.

B. In making a request for a substitution, the Contractor represents that he:

1. Has investigated the proposed substitution and found that it is the same or better quality, level, capacity, function, or appearance than the specified product, and can demonstrate that to the Engineer.

2. Will coordinate the installation and make all modifications to the work which may be required for complete installation and operation of the system.

C. The Owner and the Engineer will determine acceptability of the proposed substitution and will notify Contractor of acceptance or rejection.

2.3 GENERAL REQUIREMENTS FOR FERTIGATION SYSTEM:

A. The complete fertigation system, and related equipment shall be designed to function in an outdoor environment exposed to all of the elements.

B. The fertigation system includes enclosure, pumps, flow meters, gauges, fittings, valves, tanks and piping as shown on the drawings and details.

C. Completely assemble and operate all components of the fertigation system prior to shipment to insure proper fit, assembly and operation on the job site.

D. Construction must include all necessary components and vibration dampeners to support all components during shipping and to serve as the installed mounting base on the concrete slab. If one is not provided in the enclosure it is the Contractor's responsibly to provide a 6-inch thick concrete pad, with #4 rebar 12-inch O.C., sized 2-feet larger than equipment footprint, to place equipment onto.

E. Connection of the fertigation system to electrical power supply per the electrical construction documents.

F. All system components shall be supplied and be the responsibility of one manufacturer, even though some components were manufactured by others.

G. The fertigation system and related equipment shall meet all the general and technical specifications; shall be designed, fabricated and installed in a workmanlike manner; and shall be delivered within schedules negotiated between Contractor and manufacturer.

H. Furnish shop drawing for approval prior to installation.

I. Provide a factory-trained technician to supervise the installation of the fertigation system.

J. In addition to the time required for installation supervision, the technician shall provide a minimum of 1 day of training for the Owner's staff in the operation, maintenance, and programming of the fertigation system.

K. Fertigation system contractor may provide a two (2) year semi-annual maintenance servicing agreement to Owner for consideration to ensure proper operation of the system.

L. Provide a factory-trained technician to supervise the installation of the fertigation system.

M. Acceptable Manufacturer for fertigation system (or approved equal)

a. Werecon Inc.
3320 N. 29th Ave.
Phoenix, AZ 85017
(888) 937-3266

2.4 pH CONTROL – W7 GENERATION 5

A. Due to potential alkalinity concerns with the irrigation water source, the system shall include an automated pH adjustment system comparable to the W7-Gen 5 series from WERECON Inc. The system shall be capable of lowering the pH of the irrigation water using either sulfuric acid, or an acid-based fertilizer such as urea-sulfuric.

B. The system shall use a venturi-based injection scheme that incorporates a booster pump that takes water from the mainline, and forces it through a PVDF venturi, thus creating a low-pressure zone of less than ten PSI where the acid can be safely introduced using a computer-controlled metering pump. The low-concentration acid solution shall then re-introduced into the irrigation mainline where it neutralizes the bicarbonates and lowers the pH. Provide a polypropylene tank around acid injection pump.

C. The system shall be entirely supervised by a purpose-built control system that operates the booster pump via a VFD control system to modulate flow through the venturi. It shall monitor irrigation flow as well as process pH using dual, redundant pH sensors. A pH safety flow switch shall be used to prevent use if there is no flow past the pH sensors. The controls shall be capable of achieving a desired pH regardless of changes in water quality. The entire system shall be rated for outdoor use and mounted on a durable stainless-steel frame.

D. The master control system must also be capable of remote monitoring and control over TCP/IP ethernet link. Additionally, the controls shall be expandable up to four total injected products using add-on modules.

2.5 FERTIGATION – W-DM1/PK-R

A. The fertilizer injection system shall consist of a WERECON W-DM1 VFD drive module coupled with a PK-R pump kit. The drive module shall consist of a VFD based motor controller housed in a NEMA 4X enclosure mounted on a stainless-steel chassis.

B. The control unit shall communicate with the controller from the pH Control system providing a unified way for the customer to control both acid injection as well as fertigation. The drive module shall operate on it's own 120VAC circuit.

C. Additionally, the PK-R pump kit shall be mounted to the same stainless-steel chassis. It shall consist of a mechanically actuated diaphragm pump driven by a ½ HP three phase motor.

D. The metering pump shall be capable of a maximum injection rate of 15.9GPH at 150PSI. It's wetted components shall be constructed from PVC, with ceramic

valve balls, Teflon seats and FKM elastomers. The pump kit shall include all installation components, including a bleeder valve and injection lance with integral check valve.

2.6 FERTILIZER STORAGE TANK – 500 GAL

A. The fertilizer storage tank shall have a 500-gallon capacity in a vertical configuration. It shall be constructed of heavy-duty linear polyethylene and include a 16" manway on top. The wall thickness shall be such that it is rated for a specific gravity of 1.9 or better.

B. The tank may have a drain fitting on the bottom, but it must be plugged. No valve/fitting etc. is allowed. If the tank has a fitting, it must be sealed with a Viton™ gasket.

2.7 PIPING

A. 3/8" OD FEP Teflon acid supply pipe in ½" non-metallic liquid tight conduit.

B. ½" OD Parflex polypropylene fertilizer distribution tubing.

C. ¾" UV inhibited vinyl chem fertilizer intake hose.

2.8 OTHER COMPONENTS

E. Tools and Spare Parts: Provide operating keys, servicing tools, test equipment, and any other items indicated on the drawings.

F. Other Materials: Provide other materials or equipment shown on the drawings or installation details to be part of the fertigation system, even though such items may not have been referenced in these specifications.

**PART 3 EXECUTION**

3.1 INSPECTIONS AND REVIEWS:

A. Site Inspections:

1. Verify site conditions and note irregularities affecting work of this section. Report irregularities to the Owner's Representative prior to beginning work.

2. Beginning work of this section implies acceptance of existing conditions.

3.2 FERTIGATION SYSTEM INSTALLATION

A. Shipping, off-loading and the technical start up shall be furnished by the fertilizer system manufacturer. Location and mounting details shall be furnished to the Contractor by the fertilizer system manufacturer.

B. Coordinate the installation of the fertilizer with the installation of the irrigation pumping system, and the construction of the above ground mechanical concrete pad referenced in other sections of the specifications.

C. Install the systems as recommended by the manufacturer and as shown in the drawings. Make all connections and adjustments necessary for the proper operation of the fertilizer system.

D. Installation:

1. The electrical controls and wiring must be installed in accordance with the installation instructions, in compliance with all local and National Electrical Code requirements. This should be done by a licensed electrical contractor. Any alterations to or substitution for items in this system, unless allowed by the installation instructions, will void the manufacturer's warranty. It may also create a hazardous installation. Read the instructions thoroughly before starting the installation and follow them carefully throughout.

E. Safety Testing:

1. The fertilizer system shall be tested and approved as a complete unit.

F. Install pumps, valves, pipe and sleeves, electrical conductors, control panels, tanks, and tubing.

G. Technical start up procedures by the fertilizer system manufacturers shall include the following:

1. Provide detailed, written start-up procedure to Owner's Representative for review five (5) working days prior to start-up.

3.3 INSTALLATION OF ELECTRICAL COMPONENTS

A. Install all conduit and wiring as recommended by the manufacturer and as necessary for the proper operation of the system.

3.4 OTHER ITEMS

A. Tools and Spare Parts:

1. Prior to the Final Review, supply to the Owner operating keys, servicing tools, test equipment, and any other items indicated on the drawings.

B. Other Materials: Install other materials or equipment shown on the drawings or installation details to be part of the fertilizer system, even though such items may not have been referenced in these specifications.

3.5 WARRANTY

A. Fertilizer system

1. All WERECON Fertigation systems have a Full parts and labor 1-year Warranty with the following equipment warranties:
   a. Booster pump – 1 year
   b. E series Metering Pumps – 2 years

c. LKN series Metering Pump – 1 year
d. WERECON Components, Controls, Framing, Piping Assemblies, Switchgear, Electronics etc. – 1 year

2. Warranty is in effect from the date of installation, when given normal and proper usage as determined by the seller upon examination, and when owned by the original user.

3.6 MAINTENANCE AND OPERATION INSTRUCTIONS

A. Fertilizer System Maintenance:

1. Prior to Final Inspection, provide a one-day training session to operating personnel on proper operation and maintenance of the fertilizer system. Training session should be for a period of not less than 8-hours and cover aspects of maintaining, operating and repairing the new fertigation system.

2. Unless otherwise noted, provide fertigation system operation and maintenance information in a 3-ring binder with table of contents and index sheet. Provide sections that are indexed and labeled. Provide the following information:

a. Catalog cut sheets for fertigation system.
b. Manufacturer's Operation and Maintenance manuals including complete documentation for programming and recommended settings and adjustments.
c. Manufacturer's Technical Service Bulletins.
d. Manufacturer's Warranty Documentation.
e. Manufacturer's guide for troubleshooting operational problems.
f. Recommended routine maintenance inspections for weekly, monthly and annual inspections and recommended actions for the inspections and a recommended method for recording the findings of the inspections.
g. Predictive schedule for component replacement.
h. Listing of technical support contacts.
i. Operation and maintenance submittal package must be complete prior to being reviewed by the Owner's Representative. Incomplete submittals will be returned without review.

3.7 PROJECT RECORD (AS-BUILT) DRAWINGS

A. Record changes to dimensions, equipment sizes, and alignment and submit to Owner's Representative in .pdf and AutoCAD.dwg electronic format prior to final acceptance.

3.10 MAINTENANCE

A. Upon completion of Final Review, maintain system for a duration of 30 calendar days.

B. Following completion of the Contractor's maintenance period, the Owner will be responsible for maintaining the system in working order during the remainder of the guarantee/warranty period, and for performing necessary minor maintenance.

3.11 CLEANUP

A. Upon completion of work, remove from the site all machinery, tools, excess materials, and rubbish.

B. Contractor shall clean all surfaces and touch up scratches with factory paint to match original.

**PART 4 MEASUREMENT AND PAYMENT**

4.1 MEASUREMENT:

A. Work under this section will be measured per each item per the bid schedule.

4.2 PAYMENT:

A. Work under this section will be paid as measured above.

**END OF SECTION 32 83 00**

**SECTION 32 84 00**

**PLANTING IRRIGATION**

**STANDARD SPECIFICATIONS**

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye Engineering Design Standards, and Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

**PART 1 GENERAL**

1.01 SCOPE:

Provide labor, materials, supplies, equipment, tools, and transportation, and perform all operations in connection with and reasonably incidental to the complete installation of the irrigation system, and guarantee/warranty as shown on the drawings, the installation details, and as specified herein. Items of work specifically included are:

A. Procurement of applicable licenses, permits, and fees. All permits and fees for installation or construction of the work included under this section, which are required by legally constituted authorities having jurisdiction, shall be obtained and paid for by the Contractor, each at the proper time. He shall also arrange for and pay all costs in connection with any inspections and examination required by these authorities.

B. Coordination of Utility Locates ("Call Before You Dig").

C. Sleeving for irrigation pipe and wire.

D. Connection of electrical power supply to irrigation control system.

E. Radio survey of irrigation control system.

F. Preparation of Record Drawings.

G. Maintenance period.

1.02 SUBMITTALS:

A. The Contractor shall submit to the Owner's Representative one PDF copy of shop drawings or manufacturer's "cut sheet" for each type of fixtures and equipment which he proposes to install on the job. The submittal shall include the manufacturer's name, model number, equipment capacity and manufacturer's installation recommendation, if applicable, for each proposed item. The Contractor shall re-submit any rejected items until approvals are obtained. Resubmit only those items that were previously rejected or missing.
**A minimum of ten days prior to beginning work** on the irrigation system the Contractor shall submit one (1) pdf copy of manufacturers' literature including name and numbers covering materials listed below and any other items requested by the Engineer. **Do not order materials until the products are approved by the Engineer.**
Items to be submitted include but are not limited to:

a) Pipe (all materials and sizes to be used)

b) Fittings and Solvents
c) Wire Conduit
d) All Wire Types, Sizes, and Colors
e) Wire Connectors
f) Decoders
g) Gate Valves
h) Ball Valves
i) Butterfly Valves
j) Valve Boxes
k) Hydrometer
l) PVC nipples
m) Master Valve
n) Flow Sensor
o) Valve I.D. Tags
p) Unions
q) Geotextile Fabric
r) Pipe Restraints
s) Pipe Stands
t) Grounding

B. A contract will not be issued to the Contractor until he has submitted the required information. No partial submittal will be accepted. Submittals shall be neatly and logically organized for each piece of irrigation equipment. After the submittal has been approved, substitutions will not be allowed except by written consent of the Owner or Owner's Representative.

C. Shop drawings shall include dimensions, elevations, construction details, arrangements and capacity of equipment, as well as manufacturer's installation recommendations.

1.03 RULES AND REGULATIONS:

A. Contractor shall examine areas and conditions under which work of this section is to be performed. Do not proceed with work until unsatisfactory conditions have been corrected.

B. Work involving plumbing for installation of meters, vaults, meter boxes, water taps, copper piping, backflow preventer(s) and related work shall be executed by licensed and bonded contractors. Contractor shall secure a Building Safety Permit prior to start of construction activities.

C. Conform to the requirements of reference information listed below except where requirements that are more stringent are shown or specified in the Contract Documents.

American Society of Testing Materials (ASTM) - Specifications and Test Methods specifically referenced in this Section, and Underwriter Laboratories (UL) - UL wires and cables, City of Buckeye Supplements to MAG and MAG Standards.

D. Provide work and materials in accordance with latest edition of National Electric Code, local and national Plumbing Codes, and applicable laws, regulations and codes of governing authorities.

E. When contract documents call for materials or construction of better quality or larger size than required by above-mentioned rules and regulations, provide quality and size required by contract documents.

F. If quantities are furnished either in specifications or on drawings, quantities are furnished for information only. It is Contractor's responsibility to determine actual quantities of

material, equipment, and supplies required by the project and to complete independent estimate of quantities and wastage.

G. Notify Owner's Representative in writing prior to construction about discrepancies between contract documents and existing site conditions or manufacturer's specific recommendations for use of their product.

H. Contractor is responsible for damage to site amenities during construction. Replace damaged items with identical materials of equal value to match existing conditions. Make replacements at no additional cost to contract price. Penalty for specific damage: as mutually agreed to by Owner and contractor.

I. The plans indicate a detailed layout of irrigation lines, laterals, sprinklers, and emitter locations; however, some of the piping may be shown diagrammatically outside of the planting areas for graphic clarity. The contractor shall follow the intent of the plan layout and shall review and obtain written approval from the Owner's Authorized Representative for any requested changes.

J. Due to the scale of the drawings, it is not possible to indicate all offsets, fittings and sleeves that may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly, furnishing such offsets, fittings and sleeves as may be required to meet such conditions. All work called for on the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications.

K. The irrigation system shall be constructed using the emitters, valves, piping, fittings, controllers, wiring, and other components, of sizes and types as shown on the drawings and as called for in these specifications. The system shall be constructed to grades and conform to areas and locations as shown on the drawings.

L. The contractor shall connect the irrigation system to the new pump system. Connection methods and materials shall conform to the plans and details and all applicable codes and applicable governmental requirements.

M. The contractor shall maintain the work during construction and until the project is accepted.

N. If quantities are furnished either in specifications or on drawings, quantities are furnished for information only. It is Contractor's responsibility to determine actual quantities of material, equipment, and supplies required by the project and to complete independent estimate of quantities and wastage.

O. All irrigation equipment and materials shall be supplied by the manufacturers as indicated on the plans, details and specifications. If no manufacturer is specified, the contractor shall supply as part of his submittal package complete manufacturer cut sheets detailing materials, construction methods and standards.

P. All materials utilized on this project are intended to be new and of the best grade available. No used, salvaged, reclaimed, remanufactured, or seconds will be accepted.

Q. The general contractor shall be responsible for procuring the power from the electrical utility company, establishing accounts and bring power to and installing the service entrance section.

R. The general contractor shall be responsible for paying for all utility company invoicing until the project acceptance upon final project acceptance the general contractor shall submit

the water meter account numbers to the Engineer and request transfer of the account to the City.

S. The irrigation contractor shall be responsible for all required connections from the service entrance section to irrigation controllers, irrigation communications equipment, and irrigation pump stations. Any required fees, permits, labor, materials, equipment and all other appurtenances required to install the electrical services from the service entrance section shall be the irrigation contractor's responsibility.

1.04 TESTING:

A. Schedule testing with Owner's Representative a minimum of three days in advance of testing.

B. Mainline pipe jointed with rubber gaskets or threaded connections may be subjected to pressure test at any time after partial completion of backfill. Allow irrigation pipe jointed with solvent-welded PVC joints to cure at least 24 hours before testing. All joints shall be exposed for testing.

C. Subsections of mainline pipe may be tested independently, subject to review of Owner's Representative.

D. Provide clean, clear water, pumps, labor, fittings, and equipment necessary to conduct tests or retests.

E. Hydrostatic Pressure Test:

1. Hydrostatic pressure test to be conducted for mainline pipe.

2. Subject mainline pipe to hydrostatic pressure equal to 140 PSI for two hours. Test with mainline components installed.

3. Backfill to prevent pipe from moving under pressure. Expose couplings and fittings.

4. Purge air from mainline pipe before test. Attach pressure gauge to mainline pipe in test section.

5. Observe pressure loss on pressure gauge. If pressure loss is greater than 5 PSI, identify reason for pressure loss. Replace defective pipe, fitting, joint, valve, or appurtenance. Repeat test until pressure loss is equal to or less than 5 PSI.

6. Visually inspect irrigation pipe for leakage and replace defective pipe, fitting, joint, valve, or appurtenance. Repeat test until pipe passes test.

7. Cement or caulking to seal leaks is prohibited.

F. Operational Test:

1. Activate each remote control valve in sequence from controller using hand held remote. Manually activating remote control valve using manual bleed mechanism at remote control valve is not an acceptable method of activation. Owner's Representative will visually observe operation, water application patterns, and leakage.

2. Replace defective remote control valve, solenoid, wiring, or appurtenance to correct operational deficiencies.

3. Replace, adjust, or move water emission devices to correct operational or coverage deficiencies.

4. Replace defective pipe, fitting, joint, valve, sprinkler, or appurtenance to correct leakage problems. Cement or caulking to seal leaks is prohibited.

5. Repeat test(s) until each lateral passes all tests. Repeat tests, replace components, and correct deficiencies at no additional cost to Owner.

G. Control System Acceptance Test:

1. Upon completion of construction, Owner's Representatives will administer a System Acceptance Test.

2. For Control System, following construction completion and review by Owner's Representative, an evaluation period will begin. After 30 days of continuous service without major system problems, system will be accepted. If at any time during 30-day evaluation period a major system problem occurs, the source of problem will be determined and corrected and 30-day evaluation period will start again. Equipment will not be accepted until System Acceptance Test is passed.

3. If successful completion of System Acceptance Test is not attained within 90-days following commencement of evaluation period, Owner's Representative has the option to request replacement of equipment, terminate the order or portions thereof, or continue with System Acceptance Test. These options will remain in effect until System Acceptance Test is successfully completed.

4. Final payment will be made after successful completion of System Acceptance Test.

H. Communication and Sensor Cable:

1. Test for leaks to ground per manufacturer's recommendations. Test results must meet or exceed manufacturer's guidelines for acceptance.

2. Test cable for continuity if cable is being installed for future expansion of the irrigation system.

3. Replace defective wire, underground splices, or appurtenances. Repeat test until manufacturer's guidelines are met.

I. Control System Grounding:

1. Test for proper grounding of control system per manufacturer's recommendations. Test results must meet or exceed manufacturer's guidelines for acceptance.

2. Replace defective wire, grounding rods, grounding plates, or appurtenances. Repeat test until manufacturer's guidelines are met.

J. Testing Review:

1. Failure of initial testing review will require additional review. Payment of costs, including travel expenses and site visits by Owner's Representative, for additional reviews that may be required due to non-compliance with the Construction Documents will be Contractor's responsibility.

1.05 CONSTRUCTION REVIEW:

The purpose of on-site reviews by Owner's Representative is to periodically observe work in progress, Contractor's interpretation of construction documents, and to address questions with regard to installation.

A. Schedule reviews for irrigation system layout or testing with Owner's Representative as required by these specifications.

B. Impromptu reviews may occur at any time during project.

C. A review will occur at completion of irrigation system installation and Project Record Drawing submittal.

1.06 GUARANTEE/WARRANTY AND REPLACEMENT:

The purpose of guarantee/warranty is to ensure that Owner receives irrigation materials of prime quality, installed and maintained in thorough and careful manner.

A. Guarantee/warranty irrigation materials, equipment, and workmanship against defects for period of **one year** from formal written acceptance by Owner's Representative. Fill and repair depressions. Restore landscape, utilities, structures and site features damaged by settlement of irrigation trenches or excavations. Repair damage to premises caused by defective items. Make repairs within seven days of notification from Owner's Representative.

B. Replace damaged items with identical materials and methods per contract documents or applicable codes. Make replacements at no additional cost to contract price.

C. Guarantee/warranty applies to originally installed materials and equipment, and replacements made during guarantee/warranty period.

**PART 2 MATERIALS**

2.01 QUALITY:

Use new materials without flaws or defects.

2.02 SUBSTITUTIONS:

A. Use specified equipment, or pre-approved equal. Alternative equipment must be approved by Owner's Representative prior to bidding. Changes and associated design costs to accommodate alternative equipment are Contractor's responsibility.

B. Pipe sizes referenced in the construction documents are minimum sizes, and may be increased at Contractor's option.

2.03 SLEEVING:

A. Provide sleeve beneath hardscape for irrigation pipe laterals. Install all two wire control wiring in 1 ¼" schedule 40 electrical conduit.

B. Provide PVC Schedule 40 pipe with solvent welded joints for sleeving material beneath hardscape.

C. Sleeve sizing: A minimum of twice the nominal diameter of solvent-welded pipe or wiring bundle, or as indicated on drawings. Sleeve diameter for gasketed pipe must accommodate outside diameter of joint-restraint casing spacers, refer to joint-restraint manufacturer's sizing recommendations.

D. Boring will be permitted only where pipe must pass under obstructions which cannot be removed or when approved by the Engineer. When any cutting or removal of asphalt and/or concrete work is necessary, it shall be saw cut in accordance with Section 601. Permission to cut asphalt or concrete shall be obtained from the Engineer. When piping on the drawings is shown in paved area, but running parallel and adjacent to planted areas, the intent of the drawings is to install the piping in the planted area.

E. Extend sleeve ends twelve inches beyond edge of hardscape, or sidewalks. Cap sleeve ends and mark with stakes. Provide rope or wire through sleeve and secure to a stake at surface grade, at each end for future sleeve location. Sleeve ends shall be covered with duct tape prior to backfill.

F. All wire sleeves shall have a pull rope remaining. Mark each sleeve for future use with a score mark on the adjacent concrete curb. All wire sleeves shall extend at least 12 inches past the edge of the paving. All wire sleeve ends shall be sealed using aerosol foam. All wire sleeves shall be Sch. 40 PVC sized at twice the diameter of the wire bundle carried or 1.5-inch minimum.

G. Asphalt cut and patch operations necessary for sleeve installation shall be considered incidental to the sleeve installation. All asphalt cutting shall be done with proper equipment to allow straight and true cuts through the entire depth of the asphalt being removed. Compact the trench backfill to 95% with a minimum of a 6-inch ABC base and 6-inch asphalt top patch cover. Contractor shall replace any patch work if the patch compacts more than ½-inch or if any of the patches becomes dislodged within one year. All asphalt shall comply with MAG section 336.

H. All fittings on pipe that is installed within sleeves under pavement shall be schedule 80. This includes both mainline and lateral line piping.

2.04 PIPE AND FITTINGS:

A. Mainline Pipe and Fittings:

1. Use rigid, unplasticized polyvinyl chloride (PVC) 1120, 1220 National Sanitation Foundation (NSF) approved pipe, extruded from material meeting requirements of Cell Classification 12454-A or 12454-B, ASTM Standard D1784, with integral belled end.

2. For pipe 3-inch and less, use Schedule 40 conforming to dimensions and tolerances established by ASTM Standard D1785.

3. For pipe greater than 3-inch and less than 10-inches, use Class 200, SDR 21, rated at 200 PSI, conforming to dimensions and tolerances established by ASTM Standard D2241.

4. Use rubber-gasketed pipe equipped with factory installed reinforced gaskets for mainline pipe with nominal diameter greater than or equal to 3-inches. Use Gasketed pipe joints conforming to "Laboratory Qualifying Tests" section of ASTM D3139. Use gasket material conforming to ASTM F477. Use Leemco, Harco or

approved equal rubber-gasketed deep bell ductile iron fittings conforming to ASTM A-536 and ASTM F-477. Use lubricant approved by pipe manufacturer.

For C905 pipe, use ductile iron mechanical joint fittings, gaskets, and hardware conforming to ANSI/AWWA C153/A21.53, ANSI/AWWA C110/A21.10, and ANSI/AWWA C111/A21.11.

5. Use schedule 40 PVC solvent weld pipe for mainline pipe with nominal diameter less than 3-inches. Use Schedule 80, Type 1, PVC solvent weld fittings conforming to ASTM Standards D2466 and D1784. Use primer approved by pipe manufacturer. Use solvent cement conforming to ASTM Standard D2564. Primer and solvent shall be applied to the pipe ends in such a manner that no material is deposited on the interior surface or forced into the interior of the pipe during insertion. Excess solvent on the exterior of the joint shall be wiped clean immediately after assembly. The pipeline will not be exposed to water for at least 12 hours after the last solvent welded joint has been made.

6. All PVC pipe shall bear the following markings:
   a. Manufacturer's name
   b. Nominal pipe size
   c. Schedule or class
   d. Pressure rating in psi
   e. National Sanitation Foundation (NSF) approval.
   f. Date of extrusion

7. All fittings shall bear the manufacturer's name or trademark, material designation, size, applicable IPS schedule and NSF seal of approval.

8. Mainline pipe within sleeves: Use solvent weld pipe for mainline pipe with nominal diameter 3-inches and smaller installed within sleeves. Use pipe equipped with factory installed reinforced gaskets for mainline pipe with nominal diameter of 4-inches and larger installed within sleeves. Provide restrained casing spacers where gasketed joints occur within sleeve.

B. Lateral Pipe and Fittings:

1. Use rigid, unplasticized polyvinyl chloride (PVC) 1120, 1220 National Sanitation Foundation (NSF) approved pipe, extruded from material meeting requirements of Cell Classification 12454-A or 12454-B, ASTM Standard D1784, with integral belled end suitable for solvent welding.

2. Lateral Pipe: Use Class 200, SDR 21, Type 1, PVC solvent weld pipe conforming to dimensions and tolerances established by ASTM Standard D2241.

3. Fittings: Use UV radiation resistant Schedule 40, Type 1, PVC solvent weld fittings conforming to ASTM Standards D2466 and D1784 for PVC pipe. Use primer approved by pipe manufacturer. Solvent cement to conform to ASTM Standard D2564, of type approved by pipe manufacturer.

C. Specialized Pipe and Fittings:

1. Copper pipe: Use Type "L" rigid pipe conforming to ASTM Standard B88.

2. Use wrought copper or cast bronze fittings, soldered, flared mechanical, or threaded

joint per installation details or local code. Use a 95-percent tin and 5-percent antimony solder.

3. Galvanized steel pipe: Not allowed.

4. Ductile iron pipe: Use Class 350 conforming to ANSI A21.51 (AWWA C151). Use minimum of Class 53 thickness pipe for flanged piping.

5. Use mechanical joints conforming to ANSI A 21.10 (AWWA C110) and ANSI A21.11 (AWWA C111) or flanged fittings conforming to ANSI/AWWA C110 and ANSI B16.1 (125#).

6. Use dielectric union wherever copper-based metal (copper, brass, bronze) is joined to iron-based metal (iron, galvanized steel, stainless steel).

7. Use stainless steel fasteners and rubber gaskets for flanged connections.

8. Use PVC Schedule 80 nipples and PVC Schedule 80 threaded fittings for threaded pipe connections. Schedule 80 pipe shall be used for threaded joints. Solvent will not be used on threaded pipe. Threaded joints shall be hand tightened, with final tightening with a strap wrench as necessary to prevent leaks.

9. Joint sealant: Use non-hardening, nontoxic pipe thread sealant formulated for use on threaded connections and approved by pipe fitting or valve manufacturer.

D. Thrust Blocks:

1. Use 3,000 PSI concrete. Use commercially pre-mixed concrete unless written approval is provided by Owner's Representative prior to construction.

2. Use 2 mil plastic protective sheeting.

3. Use No. 4 Rebar.

4. Use thrust blocks for all bends when using rubber gasketed pipes, except for 6" & 8" DIP.

5. Thrust blocks to be poured at all DIP tees and crosses.

E. Joint Restraint Harness:

1. Provide joint restraint harness components as recommended by pipe and fitting manufacturer and in accordance with accepted industry practices.

   For joint restraints on ductile iron pipe applications, use restraint components constructed of 60-42-10 ductile iron conforming to ASTM A536.

   For joint restraints on PVC pipe applications, use field lock gaskets.

2. Use bolts, nuts, retaining clamps, all-thread, or other joint restraint harness materials which are zinc plated, galvanized, or 316 stainless steel.

3. Restrained Casing Spacers: Provide Ford Uni-Flange Restrained Casings Spacers or equal. Use restrainer body and runner supports constructed of high strength ductile iron meeting ASTM A536 and grade 65-42-12. Use Connecting rods

conforming to ASTM A242, ANSI/AWWAC111/A21.11. Use runners constructed of ultra high molecular weight polymer.

2.05 MAINLINE COMPONENTS:

A. Hydrometer Assembly: 6" normally closed solenoid operated hydrometer valve with polyester coated cast iron globe style double chambered body with built-in straightening vane (requires no straight pipe installation), flanged connections, and rated to maximum working pressure of 235 PSI. Diaphragm shall be reinforced natural rubber. Flow recording register shall be a digital register capable of 1 pulse per gallon, 1 gallon per pulse and reading flows within 2% accuracy with flow range between 198 – 660 gallons per minute or within 5% accuracy with flow range between 53 – 860 gallons per minute. Wire connectors shall be 3M Scotch cast 3570-G N connectors.

B. Master Valve Assembly: 2" normally open 24 VAC solenoid operated bronze globe style double chambered valve body with EPDM diaphragm and optional reclaimed water cross handle. Valve shall have a recommended pressure range of 20 to 200 PSI and flow rate of 0.1 to 320 GPM. Valve shall be designed for use with reclaimed water. Wire connectors shall be 3M Scotch cast 3570-G N connectors.

C. Flow Sensor Assembly: 2" Ultrasonic insertion flowmeter with PVC tee configuration. Capable of detecting flows between 0.1 and 15 fps with an accuracy of +/- 2% of reading. Operating pressure of 150 psi @73°F, 100 psi @140°F. Two wire connection for power and pulse. Wire connectors shall be 3M Scotch cast 3570-G N connectors.

D. Isolation Gate Valve Assembly:
Valves 2"-12" in size shall be of a resilient wedge design. The valve shall have a cold water rated working pressure of 250 psig. All cast ferrous components shall be ductile iron and shall be manufactured in compliance with the latest edition of ANSI/AWWA C515. The valve shall also be UL Listed and FM Approved in applicable configurations.

The valve design shall be lightweight, easy to handle, and constructed with wall thickness per Table 2 of ANSI/AWWA C515. The valve wedge shall be constructed of ductile iron and provided with protective wedge guide covers in sizes 4"-12". All wedges shall be encapsulated with EPDM rubber. The valve shall be Certified to NSF 61 and NSF 372.

All internal and external ferrous cast surfaces of the valve body and bonnet shall have a fusion-bonded epoxy coating, complying with ANSI/AWWA C550. The coating shall be electro-statically applied prior to assembly.

E. Isolation Ball Valve Assembly: 2" Ball valves shall be class 125 full port 316 stainless steel body, lever handle, ball, and seat ring with maximum working pressure of 1,000 PSI and FNPT connections.

F. Unions: 2" 316 Stainless steel union rated to maximum working pressure of 300 PSI with FNPT connections.

G. Isolation Butterfly Valve: 6" Butterfly valves shall be a wafer style (installed between two adjacent flanged connections) constructed of class 300 316 stainless steel body with stainless steel disc, stem, and pin. Soft seats made from TFM 1700. Valve shall be operated by manual rotation of lever handle with spring actuated locking mechanism.

2.06 VALVE BOXES:

A. All Valve Boxes: Provide valve boxes as presented in drawings and installation details with bolt-down T-style covers utilizing 304 stainless steel hardware. All boxes and covers

shall be integral purple color. All covers shall be embossed using stylus tip torch with 2" stencil letters/numbers to identify equipment within boxes as noted per plans. Install boxes over brick supports (number of bricks as shown per details) with geotextile landscape fabric beneath 3/8" pea gravel rock sump with sump at depths as noted per plans and details. Install heights of valve box covers in relation to the type of adjacent finish grade materials as noted per plans and detail.

1. Install valves in planting areas and according to the construction details. Only one valve per box will be allowed. When grouped together, allow a minimum of 12 inches between valves. The valves shall be installed in valve boxes that will have enough room on all sides of the valves to allow repair personnel to completely re-construct the valves without removing the valve box. Valves shall include decoders to interface with the irrigation controller. Wire splices, as required, shall be 3M Scotch cast 3570-G N connectors.
2. All penetrations through valve boxes (Including all sides and bottoms) containing any irrigation related electrical wires shall be sealed to ½" maximum gaps to prevent gophers from entering valve boxes.
3. All valve boxes shall be Carson Spec Grade boxes or approved equal. Economy boxes are not an acceptable alternative.

2.07 LOW VOLTAGE CONTROL WIRE:

A. Low voltage control wire shall be utilized from existing irrigation controller to hydrometer and pump control panel for future pump start relay operation feature.

1. Wire shall be direct burial #14 AWG-UF 600 volts underground feeder solid copper wire.
2. Wire insulation shall be low density high molecular weight polyethylene and a thickness of 0.045". Colors of wire insulation shall be as noted per plans.
3. Wires shall be installed within 1.25" continuous electrical conduit. Wire conduits shall be schedule 40 PVC gray color conduit conforming to dimensions and tolerances established by ASTM Standard D-1785. Use Schedule 40, Type 1, PVC solvent weld sweep fittings for PVC conduit conforming to ASTM Standards D2466 and D1784 for buried installations. Use rigid metallic conduit with sweep elbows for above grade installations.
4. Wire connectors shall be 3M Scotch cast 3570-G N connectors.
5. All wire splice connections must be installed within a valve box- direct buried wire splices are not permitted. If wire splices are necessary outside of an irrigation equipment valve box, then a wire splice box must be installed to house the connections. Wire splice boxes shall be a 10" round box in tan color when installed within DG areas or green color when installed within turf areas.
6. 3" Wide purple color warning tape shall be installed above all low voltage electrical conduits as shown per plans and details. Warning tape shall be inert plastic film highly resistant to alkalis, acids, or other destructive chemical components likely to be encountered in soils. Warning tape shall be imprinted with "CAUTION: BURIED ELECTRIC LINE BELOW."
7. Wire markers shall be installed at both ends of wires within splice boxes to label station numbers or equipment letters of each wire. Pre-numbered or labeled with indelible nonfading ink, made of permanent, non-fading material.

B. 2-Wire cable shall be utilized from existing 2-wire compatible irrigation controller to new bypass 2" master valve and 2" flow sensor.

1. 2-Wire cable shall be direct burial #14 AWG solid copper dual twisted conductors with a minimum lay of 4" in 0.035" thick high density polyethylene jacket. Conductor

insulation colors shall be red and blue. Outer jacket color shall be as identified per plans.
2. All 2-wire shall be installed within 1.25" continuous electrical conduit as identified in previous Low Voltage Control Wire section.
3. Provide wire connectors, 3" wide warning tape, and wire markers for all 2-wire cable as identified in previous Low Voltage Control Wire section.

2.08 OTHER COMPONENTS:

A. Tools and Spare Parts: Furnish operating keys, servicing tools, test equipment, spare parts and other items indicated in drawings and specifications.

B. Other Materials: Provide other materials or equipment shown on drawings or installation details that are part of irrigation system, even though items may not have been referenced in specifications.

**PART 3 EXECUTION**

3.01 INSPECTIONS AND REVIEWS:

A. Site Inspections:

1. Verify construction site conditions and note irregularities affecting work of this section. Report irregularities in writing to Owner's Representative prior to beginning work.

2. Commencement of work implies acceptance of existing site conditions.

3. Semi Final and Final Inspections and Reviews
   a. When Contractor is of the opinion that the Project is substantially complete, he shall send to the Engineer a written statement that the Project is substantially complete (naming a date) and shall request a semi final inspection by the Engineer to determine the status of completion. Such notice shall be received at least three days before the requested inspection date.

   b. If the Engineer finds that the Project is substantially complete, he will prepare a Certificate of Substantial Completion, attaching thereto a list or "Punch List" of items to be completed or corrected.

   c. If the Engineer does not concur in the Contractor's claim of Substantial Completion, the contractor shall continue to maintain the site until the Engineer accepts the project.

   d. When all items on the "Punch List" are completed or corrected, the Contractor shall send to the Engineer a statement that the Project is complete and request a final inspection.

   e. If the project is complete and all "Punch List" items are completed or corrected, the Engineer will issue a final acceptance letter.

   f. After completion of the procedures outlined above, the Contractor shall submit his final application for payment in accordance with the Agreement, the General Conditions and Special Provisions.

4. Final Checkout of Project and Equipment by Owner

    a. Before acceptance and final payment, at a time arrived at with the Engineer a complete checkout and test shall be made of all irrigation, mechanical and electrical systems, architectural and structural devices, etc., with the Engineer. For this purpose, each trade concerned shall provide a skilled operating engineer or technician for a period of at least one day. This person, together with selected operating personnel, shall test all systems and devices and demonstrate the complete operation and required maintenance of each.

B. Utility Locates ("Call Before You Dig"):

1. Arrange and coordinate Utility Locates with local authorities prior to construction.

2. Repair underground utilities that are damaged during construction. Make repairs at no additional cost to contract price.

3.02 LAYOUT OF WORK:

A. Stake out irrigation system. Items staked include: sprinklers, pipe, sleeves, control valves, air/vacuum relief valves, controller assemblies, and isolation valves. Mark with powdered lime, routing of pressure supply line and stake locations of various components, control valves and emitters. Unless otherwise specified, the system layout shall be considered schematic. Preliminary adjustments to conform to actual site conditions shall be accomplished during staking. Should changes be required the Contractor shall obtain approval of the Engineer prior to actual work being performed. Water connection that shall be supplied to the Contractor shall be as shown on the plans or as designated by the Engineer and the utility concerned. Piping or conduit of different trades crossing each other shall be separated by a minimum of 6 inches in the vertical direction or as directed by utility company and or City of Buckeye standards.

B. Irrigation System Layout Review: Irrigation system layout review will occur after staking has been completed. Notify Owner's Representative one week in advance of review. Modifications will be identified by Owner's Representative at this review.

C. Install irrigation components inside of project property lines.

3.03 EXCAVATION, TRENCHING, AND BACKFILLING:

A. Excavate and install pipes at minimum cover indicated in drawings or specifications. Excavate trenches at appropriate width for connections and fittings.

B. Minimum cover (distance from top of pipe or control wire to finish grade):

1. Pipe shall be installed in accordance with the plan Joint Trench Details. If not shown on the plan details install as indicated below.

2. Mainline pipe, 6-inch and larger: 24-inches to top of pipe.

3. Mainline pipe, 4-inch and smaller: 24-inches to top of pipe.

4. Electrical conduit: 24-inches to top of pipe.

5. Control wire: 2-inches offset from bottom of mainline pipe.

6. Communication cable: 2-inches offset from bottom of mainline pipe.

7. Lateral pipe: 12-inches to top of pipe.

C. Maintain at least 15-feet clearance from centerline of trees.

D. PVC lateral pipe must be installed in open trench. Pipe pulling is not allowed. Install pipe at burial depths listed above.

E. Backfill only after lines have been reviewed and tested.

F. Pipe shall be bedded in at least 4 inches of finely graded native soil or sand to provide a firm, uniform bearing. After leveling, the pipe shall be surrounded with additional finely grained native soil or sand to at least 4 inches over the top of the pipe.

Bedding sand shall be required when site conditions dictate and clean backfill meeting the specifications is not available. Sand bedding or fine grained material shall be provided where ledge rock, hard pan, or boulders are encountered. Contractor shall compact bedding material to provide a minimum depth of bed between pipe and rock of 4 inches. Bedding sand shall be required under asphalt and concrete pavements such as roadways and parking surfaces.

Trench backfill, sufficient to anchor the pipes, may be deposited before pipeline pressure testing, except that joints shall remain exposed until satisfactory completion of testing.

Trenches and excavations shall be backfilled with clean material from excavations. Remove organic material as well as rocks larger than 1/2-inch in diameter. Place acceptable material in lifts, the height of which shall not exceed that which can be effectively compacted, depending on the type of equipment and methods used. Trenches and excavations shall be backfilled so that the specified thickness of topsoil is restored to the upper part of the trench. Compaction shall be in accordance with Section 301. Water settling of the trenches will not be permitted unless approved by the Engineer.

G. Backfill:

1. Backfill trench by depositing backfill material equally on both sides of pipe in 6-inch layers and compacting to density of surrounding soil.

H. Enclose pipe and wiring beneath roadways and hardscapes in separate sleeves. Minimum compaction of backfill for sleeves shall be 95 percent Standard Proctor Density, ASTM D698-78. Use of water for compaction around sleeves, "puddling", will not be permitted.

I. Dress backfilled areas to original grade. Incorporate excess backfill into existing site grades. Dispose of excess backfill off site.

J. Contact Owner's Representative for trench depth adjustments where utilities conflict with irrigation trenching and pipe work.

3.04 SLEEVING AND BORING:

A. Provide sleeving at depth that permits encased pipe or wiring to remain at specified burial depth.

B. Extend sleeve ends twelve inches beyond edge of hardscape. Cap sleeve ends and mark

with stakes. Provide rope or wire through sleeve and secure to stake at surface grade at each end for future sleeve location.

C. Bore for sleeves under obstructions that cannot be removed. Employ equipment and methods designed for horizontal boring.

3.05 ASSEMBLING PIPE AND FITTINGS:

A. General:

1. Keep pipe free from dirt and debris. Cut pipe ends square, debur and clean as recommended by manufacturer.

2. Keep ends of assembled pipe capped. Remove caps only when necessary to continue assembly.

3. Trenches may be curved to change direction or avoid obstructions within limits of the curvature of pipe. Curvature results from bending of pipe lengths. Do not exceed pipe and fitting manufacturer's allowable deflection at joints. Minimum radius of curvature and offset per 20-foot length of pipe-by-pipe size are shown in following table.

| SIZE | RADIUS | OFFSET PER 20' LENGTH |
|---|---|---|
| 1 ½" | 25' | 7'-8" |
| 2" | 25' | 7'8" |
| 2 ½" | 100' | 1'-11" |
| 3" | 100' | 1'-11" |
| 4" | 100' | 1'-11" |
| 6" | 150' | 1'-4" |
| 8" | 200' | 1'-0" |
| 10" | 250' | 9" |
| 12" | 300' | 8" |
| 14" | 255' | 9" |
| 16" | 290' | 8" |

B. Mainline Pipe and Fittings:

1. Use only strap-type friction wrenches for threaded plastic pipe. The pipe shall be protected from damage during assembly. All vises shall have padded jaws and only strap wrenches will be used. Any plastic pipe that has been nicked, scarred, or otherwise damaged shall be removed and replaced. Care shall be exercised so that stress on a previously made joint is avoided.

2. PVC Rubber-Gasketed Pipe:
   a. Use pipe lubricant. Join pipe in manner recommended by manufacturer and in accordance with accepted industry practices.

3. PVC Solvent Weld Pipe:
   a. Use primer and solvent cement. Join pipe in manner recommended by manufacturer and in accordance with accepted industry practices.
   b. Cure for 30 minutes before handling and 24 hours before allowing water in pipe.
   c. Snake pipe from side to side within trench.

4. Fittings:
   a. Use of cross type fittings is not permitted.
   b. Do not strike ductile iron fittings with metallic tools. Cushion blows with wood block or similar shock absorber.

C. Lateral Pipe and Fittings:

1. Use only strap-type friction wrenches for threaded plastic pipe.

2. PVC Solvent Weld Pipe:
   a. Use primer and solvent cement. Join pipe in manner recommended by manufacturer and in accordance with accepted industry practices.
   b. Cure for 30 minutes before handling and 24 hours before pressurizing or installing with vibratory plow.
   c. Snake pipe from side to side within trench.

3. Fittings: Use of cross type fittings is not permitted.

D. Specialized Pipe and Fittings:

1. Copper Pipe:
   a. Use flux and solder. Join pipe in manner recommended by manufacturer and in accordance with local codes and accepted industry practices.
   b. Solder so that continuous bead shows around the joint circumference.

2. Galvanized Steel Pipe:
   a. Join pipe with Teflon-type tape or pipe joint compound in manner recommended by manufacturer and in accordance with accepted industry practices.
   b. Use factory-made threads whenever possible. Field-cut threads will be permitted only where necessary. Cut threads on axis using clean, sharp dies.

3. Ductile Iron Pipe: Join pipe in the manner recommended by manufacturer and in accordance with accepted industry practices.

4. Insert dielectric union or flange wherever copper-based metal (copper, brass, bronze) and iron-based metal (iron, galvanized steel, stainless steel) are joined.

5. Flanged connections: Install fittings, fasteners and gaskets in manner recommended by manufacturer and in accordance with accepted industry practices.

6. PVC Threaded Connections:

a. Use only factory-formed threads. Field-cut threads are not permitted.
b. Apply thread sealant in manner recommended by component, pipe and sealant manufacturers and in accordance with accepted industry practices.
c. Use plastic components with male threads and metal components with female threads where connection is plastic-to-metal.

7. PVC to Metal Pipe Connection
   a. When PVC to metal pipe connections is required, these connections shall be accomplished first. A plastic adapter with external pipe thread should be used, screwing it into the metal internal pipe threads. Use Teflon tape, or equal, on all plastic to metal threaded joints. The joint shall be hand-tightened. Utilize a light wrench, as necessary, to prevent leaks.

E. Thrust Blocks:

1. Use thrust blocks for fittings on pipe greater than or equal to 3-inch diameter, or any diameter of rubber gasketed pipe. Use cast-in-place concrete bearing against undisturbed soil. Do not allow PVC to come in contact with the thrust block

2. Size, orient, and place cast-in-place concrete against undisturbed soil as shown on installation details.

3. Wrap fitting or component with plastic to protect bolts, joint, gasket and fitting from concrete. Do not bury fitting or component in concrete.

4. Commercially delivered concrete requires a 3,000 PSI mix.

5. If pre-mix bags are used, mix per manufacturer's recommendations (maximum 1 gallon of water to 80-pound bag of pre-mix).

6. Contractor is responsible for performing a slump test (minimum of 2-inches to a maximum of 4-inches) if requested by Owner's Representative.

F. Joint Restraint Harness:

1. Use on pipe greater than or equal to 3-inch diameter or any diameter of rubber gasketed pipe. Use Leemco or Harco joint restraint harness wherever joints are not positively restrained by flanged or fittings, threaded fittings, and/or thrust blocks.

2. Use restrained casing spacers for gasketed pipe routed through sleeving. Install harness in the manner recommended by the manufacturer and in accordance with accepted industry practices. Install self-restraining casing spacers at all gasketed pipe bell joints and every 10-feet along the gasketed mainline pipe installed through sleeving. Provide correct number and type of restraints per manufacturer's requirements. Provide Ford Uni-Flange Restrained Casings Spacers or approved equal. Restrainer body and runner supports must be constructed of high strength ductile iron meeting ASTM A536 and grade 65-42-12. Connecting rods must meet ASTM A242, ANSI/AWWAC111/A21.11. Runners must be constructed of ultra high molecular weight polymer. Install harness in the manner recommended by the manufacturer and in accordance with accepted industry practices. Provide correct number and type of restraints per manufacturer's requirements.

3.06 INSTALLATION OF MAINLINE COMPONENTS:

A. Master Valve Assembly: Provide where indicated on drawings. Brand "MV" on valve box

lid in 2-inch high letters.

B. Flow Sensor Assembly: Provide where indicated on drawings. Brand “FS” on valve box lid in 2-inch high letters.

C. Isolation Gate Valve Assembly: Provide where indicated on drawings. Install at least 12-inches from and align with adjacent walls or edges of paved areas. Brand “GV” on valve box lid in 2-inch high letters.

D. Quick Coupling Valve Assembly: Provide where indicated on drawings. Brand “QC” on valve box lid in 2-inch high letters.

E. Air-Vacuum Relief Valve Assembly: Install where indicated on drawings or nearest high point, not closer than 2-feet from nearest fitting. Brand “AV” on valve box lid in 2-inch high letters.

3.07 INSTALLATION OF CONTROL SYSTEM COMPONENTS:

A. Irrigation Controller Assembly:

1. Location of controller assemblies as depicted on drawings are approximate; Owner’s Representative will determine exact site location during sprinkler layout review. Install controller assembly and enclosure in accordance with controller manufacturer recommendations.

2. Lightning protection: As shown on drawings and installation details.

3. Coordinate and provide installation of electrical service in accordance with local codes. Provide primary surge protection arrestors on incoming power lines in accordance with controller manufacturer recommendations.

4. Connect control wires to corresponding controller terminal. Attach wire markers to ends of control wires inside controller assembly housing. Label wires with identification number (see drawings) of remote control valve to which control wire is connected.

B. Power Wire:

1. Route power wire as directed on plans. Install with minimum number of field splices. If power wire must be spliced, make splice with recommended connector, installed per manufacturer's recommendations. Locate splices in jumbo rectangular valve box. Coil 3-feet of wire in valve box.

2. Install power wire using open trenches. Use of a vibratory plow is not permitted.

3. Use green wire as common ground wire from power source to controller assembly.

4. Carefully backfill around power wire to avoid damage to wire insulation or wire connectors.

5. Install wire parallel with and below mainline pipe unless noted otherwise on plans. Install wire at depth required by local codes.

6. Provide continuous run of warning tape above power wire. Install warning tape six inches above wire. Encase power wire within electrical conduit where not installed in common trench with PVC mainline pipe.

C. Hardwire Cable, Communication Cable and Sensor Cable:

1. Route cable as directed on plans. Install with minimum number of field splices.

2. Install cable using open trenches and install in conduit. Use of vibratory plow is not permitted.

3. Carefully backfill around cable to avoid damage to wire insulation or wire connectors.

4. If cable must be spliced, make splice with recommended connector, installed per manufacturer's recommendations. Locate splices in housing afforded by other control system components or separate 12-inch standard valve box. Coil 3-feet of cable in valve box.

5. Install cable parallel with and below mainline pipe unless noted otherwise on plans.

6. Provide continuous run of warning tape above cable. Install warning tape six inches above cable. Encase cable within electrical conduit where not installed in common trench with PVC mainline pipe.

D. Low Voltage Control Wire:

1. Provide 24-inch excess length of wire in 8-inch diameter loop at each 90-degree change of direction, at both ends of sleeves, and at 100-foot intervals along continuous runs of wiring. Do not tape or tie wiring loop. Coil 30-inch length of wire within each remote control valve box.

2. Install common ground wire and one control wire for each remote control valve. Multiple valves on single control wire are not permitted.

3. If control wire must be spliced, make splice with wire connectors and waterproof sealant, installed per manufacturer's instructions. Locate splice in valve box that contains irrigation valve assembly, or in separate standard rectangular valve box. Use same procedure for connection to valves as for in-line splices.

4. Install wire parallel with and offset from mainline pipe unless noted otherwise on plans.

5. Install cable using open trenches. Use of vibratory plow is not permitted.

6. Encase wiring within electrical conduit where installed above grade.
Protect wire not installed with PVC mainline pipe with continuous run of warning tape placed in backfill six inches above wiring.

3.08 INSTALLATION OF OTHER COMPONENTS:

A. Tools and Spare Parts: Prior to Review at completion of construction, supply to Owner operating keys, servicing tools, spare parts, test equipment, and other items indicated in General Notes on the drawings.

B. Other Materials: Provide other materials or equipment shown on drawings or installation details that are part of irrigation system, even though items may not have been referenced in specifications.

3.09 PROJECT RECORD (AS-BUILT) DRAWINGS:

A. The Contractor shall maintain project record (as-built) drawings during the irrigation system construction as described herein. These shall be kept legible and current and shall be available for inspection at all times by City of Buckeye. The record drawings shall show all changes in the Contract work, or work added, on these Record Drawings in a contrasting color, including work changed by Addendum or any construction issued Design Change Bulletins.

B. Document changes to design. Maintain on-site and separate from documents used for construction, one complete set of contract documents as Project Documents. Keep documents current on a daily basis. **Current up-to-date Record Drawings of all irrigation work are a prerequisite for scheduled payments.** Do not permanently cover work until accurate "as-built" information is recorded.

In showing changes in the work, or added work, use the same legends as were used on the Contract Drawings. Indicate exact locations by dimensions and exact elevations given in job datum, by depth. Give dimensions from two permanent points.

Record Drawings shall indicate exact routing of all piping, irrigation; power and control wiring, etc., any irrigation lateral line modifications or adjustments shall be depicted on the plans.

Record Drawings shall contain the names, addresses, and phone number of the Subcontractors and shall be signed by the Contractor.

C. Record pipe and wiring network alterations on a daily basis. Record work that is installed differently than shown on construction drawings. Record accurate reference dimensions, measured from at least two permanent reference points, of each irrigation system valve, each controller assembly, each sleeve end, each stub-out for future pipe or wiring connections, and other irrigation components enclosed within valve box.

D. Obtain from Owner's Representative a reproducible copy of drawings prior to construction completion. Reproducible drawings (PDF) or CAD data files compatible with AutoCAD software can be provided from Engineer. Duplicate information contained on project drawings maintained on-site using technical drafting pen or CAD. Label each sheet "Record Drawing". Label each sheet "Record Drawing".

E. Turn over "Record Drawings" to Owner's Representative. **Completion of Record Drawings by the Contractor is required prior to final construction review at completion of irrigation system installation.** Upon Substantial Completion of the Project contractor shall submit the redlined record drawings to J2 Engineering & Environmental Design (J2) for preliminary review. Contractor shall make all corrections required and resubmit a new copy to J2 for review and approval. Upon acceptance of the redlined record drawings and prior to final payment, the contractor shall submit to J2 the corrected and final version of the record drawing redlines. The contractor will be responsible for recording redlines onto the mylars for the final record set of drawings prior to final project acceptance.

The City of Buckeye shall review the Record Drawings and shall be the sole judge of the acceptability of these drawings.

F. Contractor shall provide a letter from Contractor certifying guarantee for irrigation system as follows:

We hereby guarantee that the irrigation system we have furnished and installed for City of

Buckeye is free from defects in materials and workmanship, and the work has been completed in accordance with the drawings and specifications, ordinary wear and tear and unusual abuse, or neglect expected. We agree to repair or replace any defects in material or workmanship which may develop during the period of one (1) year from date of acceptance and also to repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the City. We shall make such repairs or replacements within a reasonable time, as determined by the City, after receipt of written notice. In the event of our failure to make such repairs or replacements within a reasonable time after receipt of such written notice from the City, we authorize the City to proceed to have said repairs or replacements made at our expense and we will pay for the costs and charges therefore upon demand.

Project Name: **Earl Edgar Park Pump Improvments**
Owner: **City of Buckeye**
Landscape Architect: **J2 Design**
Location:
Signed:
By: (Title)
Date:
Address:
Telephone / Fax: ( )

3.10 OPERATING AND MAINTENANCE MANUALS, EQUIPMENT TRAINING

A. Provide three individually bound manuals detailing operating and maintenance requirements for irrigation systems.

B. Manuals shall be delivered to the Owner's Representative no later than 10 days prior to acceptance of work and the start of the maintenance period. Project acceptance will not occur and the start of the maintenance period will not occur until the operating and maintenance manuals and equipment training has occurred.

C. Provide descriptions of all installed materials and systems in sufficient detail to permit maintenance personnel to understand, operate and maintain the equipment.

D. Provide the following in each manual:

1. Index sheet, stating Irrigation Contractor's name, address, telephone number and name of person to contact.

2. Duration of guarantee period.

3. Equipment list providing the following for each item:
   a. Manufacturer's name
   b. Make and model number
   c. Name and address of local manufacturer's representative
   d. Spare parts list (see below)
   e. Detailed operating and maintenance instructions of major equipment.

4. Sources of parts for each piece of equipment provided on the project.

E. Provide the Owner’s maintenance personnel with training for operation of all major equipment and provide written evidence to the Owner, at the conclusion of the work, that the training took place. Provide a minimum of four training sessions for the Owner to utilize over a year following the conclusion of the maintenance and warranty period. Such training shall be furnished to the Owner by authorized personal from the contractor at no

additional cost to the owner.

F. Letter from Contractor and Irrigation Controller Manufacturer's Representative guaranteeing four (4) total training sessions for Irrigation Controller Programming. Both Contractor and Irrigation Controller Manufacturer's Representative must sign the letter.

3.11 MAINTENANCE AND GUARANTEE/WARANTEE:

A. Contractor shall maintain irrigation system for duration of construction, until Final Acceptance of the Landscape and Irrigation by Owner's Representative. Contractor shall make periodic examinations and adjustments to irrigation system components in order to achieve the most desirable application of water.

B. Upon Final Acceptance, Contractor will be responsible for maintaining system in working order during the 1 year guarantee/warranty period, for performing necessary minor maintenance, for trimming around sprinklers, for protecting against vandalism, and for preventing damage after landscape maintenance operation.

C. For a period of one year from Final Acceptance, guarantee/warranty irrigation materials, equipment, and workmanship against defects. The Contractor shall replace any pavement damage resulting from the installation of the irrigation system and repair damage to grading, soil preparation, seeding, sodding, or planting at no additional cost to the City of Buckeye. Make repairs within 48 hours following notification by the Engineer. The City of Buckeye has the right to make emergency corrections and back-charge to the contract for his/her costs when determined necessary by the Engineer.

3.12 CLEANUP:

A. Remove from site machinery, tools, excess materials, and rubbish upon completion of work. Maintain a clean and orderly jobsite on a daily and ongoing basis. Trash, discarded material and other debris shall not be allowed to blow around on the project. Discard all materials off site at an approved sanitary landfill.

3.13 SPARE PARTS:

A. The Contractor shall deliver to the Owner the spare parts, extra stock and maintenance materials listed below, and shall obtain a signed receipt for these materials. Materials shall be neatly packaged and identified, per each specification section.

Spare parts required prior to project closeout:

1. Two keys to pump control panel.

**END OF SECTION 32 84 00**

# SECTION 32 92 00

# TURF AND GRASSES

## PART 1 – GENERAL

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye Engineering Design Standards, and Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2017 edition.

The City of Buckeye will determine what method of turf grass material (Hydro Sprigging, Sodding) will be used on this project based on time of year when turf installation and establishment are programmed to occur as identified on the Contractor construction schedule. The method identified in the bid schedule shall dictate what is anticipated but the City maintains the right to modify that selection based on the construction window.

### 1.1 SUMMARY

A. Section Includes:
   1. Hydro-Sprigging Turf Areas
   2. Sodding Turf Areas

### 1.2 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.

B. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

C. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

D. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

E. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

F. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.

G. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

H. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

I. Sand: Sand that is imported for use as a plated soil profile.

## 1.3 SUBMITTALS

A. Certification of turfgrass sod and sprigs. Include identification of source and name and telephone number of supplier.

B. Product Data: For each type of product indicated.

1. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this Project.

2. Sand (only if specified and shown on the plans)

C. Qualification Data: For qualified landscape Installer.

D. Product Certificates: For sand, soil amendments and fertilizers, from manufacturer.

E. Material Test Reports: For sand, existing native surface topsoil and imported or manufactured topsoil.

F. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of turf areas during a calendar year. Submit before expiration of required initial maintenance periods.

## 1.4 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.

1. Professional Membership: Installer shall be a member in good standing with Arizona Contractors Association and the American Nursery and Landscape Association, Arizona Branch.
2. Experience: Five years' experience in turf installation in addition to requirements in Division 01 Section "Quality Requirements."
3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

B. Soil-Testing Laboratory Qualifications: An independent laboratory or university laboratory, recognized by the Arizona State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

C. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of the soil.

1. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.
2. The soil-testing laboratory shall oversee soil sampling, with depth, location, and number of samples to be taken per instructions from Landscape Architect. A minimum of three representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.
3. Report suitability of tested soil for turf growth.

a. Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. or volume per cu. yd. for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.

b. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.

D. Dirty Sand Analysis (only if sand based turf is shown on the plans): Provide a sieve analysis of the sand it should comply with the Gradation provided within this specification.

## 1.5 DELIVERY, STORAGE, AND HANDLING

A. Sprig and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in Turfgrass Producers International (TPI's) "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.

C. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

3. Accompany each delivery of bulk fertilizers, lime, and soil amendments with appropriate certificates.

1.6 PROJECT CONDITIONS

A. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

B. Seasonal conditions:

1. **Hydro-Sprigging with Midiron Bermuda shall only be completed between May 15th and August 15th (note: see specified and varying ratio of bushels per acre related to dates of hydro-sprigging within this window).** If the contractors schedule for the turf installation is not during this time period he must return after the following May 15th to complete the hydro-sprigging installation and turf establishment per these specifications and to the acceptance of the City. The off season period shall not be the cause for additional compensation. The contractor, at his option, and only with approval of the City , may elect to install Midiron sod overseeded with perennial rye grass in lieu of waiting until the next sprigging season after October 1st. Between the dates of August 15th to October 1st, the contractor shall only be allowed to install non overseeded Midiron Bermuda sod for all remaining turf areas at no additional cost to the City. Should the contractor choose, and only with approval of the City, to install overseeded sod no additional compensation will be paid for any extra material or labor necessary to install the sod. Note that if the contractor elects to install overseeded sod the contractor is responsible to guarantee that the sod will make a healthy transition from overseeded rye species to the Midiron Bermuda the following spring. If the turf fails to make an adequate transition between the species and seasons as determined by the City of Buckeye the contractor shall be responsible for new sod turf replacement at no additional cost to the City.

1.7 MAINTENANCE SERVICE

A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance

immediately after each area is planted and continue until acceptable turf is established and turned over to City of Buckeye.

1. Sod/Sprigged Turf: 3 months from date of written Landscape Acceptance.

    a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

B. Continuing Maintenance Proposal: From Installer to Owner, in the form of a standard yearly (or other period) maintenance agreement, starting on date initial maintenance service is concluded. State services, obligations, conditions, and terms for agreement period and for future renewal options.

**PART 2 – PRODUCTS**

2.1 SPRIGS (FOR HYDROSPRIGGING)Turf Sprigs: Healthy living stems, rhizomes, or stolons of turfgrass sod with a minimum of two nodes and attached roots free of soil, of the following turfgrass species:

B. Species: Hybrid Bermudagrass: "Midiron"

2.2 SOD

A. Health living material only certified Turfgrass sod complying with ASPA specifications for machine cut thickness, size, strength, moisture content and mowed height and fee of weeds and undesirable native grasses will be used. Provide viable sod of uniform density, color, texture, strongly rooted and capable of vigorous growth and development when planted. Thatch thickness shall not exceed ¼".

B. Species/Types:

1. Soil Sod: Grown on Soil. Species: Hybrid Bermudagrass: "Midiron"
2. Sand Sod: Grown on Sand **(Only allowed if shown on plans)**. Species: Hybrid Bermudagrass: "Midiron"

2.3 INORGANIC SOIL AMENDMENTS

A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:

a. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.

B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, and with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.

C. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 sieve.

D. Sand: "Dirty Sand" natural or manufactured, and free of toxic materials.

E. Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.

2.4 ORGANIC SOIL AMENDMENTS

A. Compost: Compost shall consist of composted organic vegetative materials. Prior to being furnished on the project, compost mulch samples shall be tested for the specified microbiological and nutrient conditions, including maturity and stability, by a testing laboratory approved for testing of organic materials. Written test results shall be submitted to the Landscape Architect for approval.

Compost material shall be dark brown in color with the parent material composted and no longer visible. The structure shall be a mixture of fine and medium size particles and humus crumbs. The maximum particle size shall be within the capacity of the contractor's equipment for application to the constructed slopes. The odor shall be that of rich humus with no ammonia or anaerobic odors.

Compost shall also meet the requirements of Compost Table below:

**COMPOST TABLE**

| | |
|---|---|
| Cation Exchange Capacity (CEC) | Greater than 50 meq/100 g |
| Carbon : Nitrogen Ratio (C : N) | Less than 20 :1 |
| PH (of extract) | 6 – 8.5 |
| Organic Matter Content | Greater than 25% |
| Total Nitrogen (not added) | Greater than 1% |
| Humic Acid | Greater than 5% |
| Maturity Index | Greater than 50% on Maturity Index at a 10 :1 ratio |
| Stability | Less than 100 mg $O^2$/Kg compost dry solids – hour |

Compost shall be applied to areas to be sprigged at the specified rate per acre prior to final tillage for incorporation into the soil sprig bed. Unless otherwise specified, compost shall be applied to areas to be sprigged at 12 cubic yards per acre prior to final tillage for incorporation into the soil sprig bed.

B. FERTILIZERS

1. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of percent nitrogen and 20 percent phosphoric acid.
2. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
   a. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
   b. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

3. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
   a. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
   b. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.5 PLANTING SOILS

A. Topsoil: If required shall comply with ASTM D 5268, have a pH range of 5.5 to 7.4 percent organic material minimum, free of stones ½" and larger in any dimension, and other extraneous materials harmful to plant growth.

1. Topsoil Source: Reuse surface soil stockpiled on the site. Verify suitability of surface soil to produce topsoil meeting requirements and amend when necessary. Supplement with imported topsoil when quantities are insufficient. Clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.

2. Topsoil Source: Amend existing surface soil to produce topsoil. Supplement with imported topsoil when required.

2.6 SAND

A. Sand for "Turf on Sand" **only for areas identified and shown on the plans** shall be:

Common Name: Dirty Sand

| Sieve | Average Retained |
|---|---|
| #4 | 5 |
| #10 | 20 |
| #18 | 20 |
| #35 & #60 Combined | 35 |
| #100 | 25 |
| #270 | 20 |

#270 PAN 8

Target KSat: The proposed range of KSat is 2 to 15. Since the greatest risk falls with the KSat running too low, the target will be 10. The City of Buckeye will be advised if the range falls outside of 4 to 12.

2.7 MULCHES

A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, straw of wheat, only. Rye straw and oat straw will not be accepted.

B. Muck Peat Mulch: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.

C. Compost Mulch: Compost shall consist of composted organic vegetative materials. Prior to being furnished on the project, compost mulch samples shall be tested for the specified microbiological and nutrient conditions, including maturity and stability, by a testing laboratory approved for testing of organic materials. Written test results shall be submitted to the Landscape Architect for approval.

Compost material shall be dark brown in color with the parent material composted and no longer visible. The structure shall be a mixture of fine and medium size particles and humus crumbs. The maximum particle size shall be within the capacity of the contractor's equipment for application to the constructed slopes. The odor shall be that of rich humus with no ammonia or anaerobic odors.

Compost shall also meet the requirements of Table 2:

| TABLE 2 | |
|---|---|
| Cation Exchange Capacity (CEC) | Greater than 50 meq/100 g |
| Carbon : Nitrogen Ratio (C : N) | Less than 20 :1 |
| PH (of extract) | 6 – 8.5 |

| | |
|---|---|
| Organic Matter Content | Greater than 25% |
| Total Nitrogen (not added) | Greater than 1% |
| Humic Acid | Greater than 5% |
| Maturity Index | Greater than 50% on Maturity Index at a 10 :1 ratio |
| Stability | Less than 100 mg $O^2$/Kg compost dry solids – hour |

Compost shall be applied to areas to be sprigged at the specified rate per acre prior to final tillage for incorporation into the soil sprigbed. Unless otherwise specified, compost shall be applied to areas to be sprigged at 12 cubic yards per acre prior to final tillage for incorporation into the soil sprigbed.

D. Wood cellulose fiber mulch shall be from thermo-mechanically processed wood, processed to contain no growth germination inhibiting factors. The mulch shall be from virgin wood manufactured and processed so the fibers will remain in uniform suspension in water under agitation to form homogenous slurry. Paper products will not be considered as virgin wood. The wood fiber mulch shall have the properties shown in Table 3 below:

| TABLE 3 | |
|---|---|
| Virgin Wood Cellulose Fiber | 90% min. |
| Recycled Cellulose Fiber | 10% max. |
| Ash Content | 0.8% +/-0.3% |
| PH | 4.5 +/-1.0 |
| Water Holding Capacity | 10:1 (water:fiber) Min. |

E. Nonasphaltic Tackifier: Tacking agent shall be a naturally occurring organic compound and be non toxic. It shall be a product typically used for binding soil and mulch in sprigging or erosion control operations. Approved types shall consist of mucilage or gum by dry weight as active ingredient obtained from guar or plantago. The tacking agent shall be labeled indicating the type and mucilage purity.

The contractor shall have the tacking agent swell volume tested by an approved testing laboratory using the USP method. The standard swell volume shall be considered at 30 milliliters per gram. Material shall have a swell volume of at least 24 milliliters per gram. Certified laboratory test results shall be furnished to the Landscape Architect for each shipment of homogenous consistency to be used on project areas or as directed by the Landscape Architect. Tacking agent rates shall be adjusted to compensate for swell volume variation. Material tested with lesser volume shall have the tacking agent rate increased by the same percentage of decrease in swell volume from the standard 30 milliliters per gram. Material tested with greater volume may reduce tacking agent rates by the same percentage of increase in swell volume from the standard 30 milliliters per gram. Tacking agent shall be pure material without other starches, bentonite, or other compounds that would alter the swell volume test results of mucilage, or the effectiveness of the tacking.

## 2.8 PESTICIDES

A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

**PART 3 - EXECUTION**

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Landscape Architect and replace with new planting soil.

**D. The City of Buckeye will not allow any turf planting to occur past August 15th.**

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

1. Protect adjacent and adjoining areas from hydrosprigging and hydromulching overspray.
2. Protect grade stakes set by others until directed to remove them.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

## 3.3 TURF AREA PREPARATION

A. Limit turf subgrade preparation to areas that can be successfully planted and completed to owners satisfaction in a 24 hour period.

B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of **6 inches**. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply fertilizer recommended by soil testing lab directly to subgrade before loosening.
2. Spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.

    a. Delay mixing fertilizer with planting soil if planting will not proceed within two (2) working days.
    b. Mix lime with dry soil before mixing fertilizer.

3. Spread planting soil or sand (see plans for soil or sand areas) to a depth of **6 inches** but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

    a. Spread approximately 1/2 the thickness of planting soil over loosened subgrade. Mix thoroughly into top 6 inches of subgrade by tilling. Spread remainder of planting soil.

    b. Spread sand on loosened subgrade. No driving on subgrade allowed. Work sand from edge.

C. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:

1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.

2. Loosen surface soil to a depth of at least 6 inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 6 inches of soil. Till soil to a homogeneous mixture of fine texture.

    a. Apply fertilizer as recommended by lab directly to surface soil before loosening.

3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.

D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.

E. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

F. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

G. Forty-eight (48) hours prior to seeding operations fine grade lawn areas to a smooth, even surface with a loose uniformly fine texture. Finish drag or rake lawn areas removing all deleterious material ½" or larger from the surface and to a depth of 2 inches below the surface. Roll the lawn surface to obtain the desired compaction and remove ridges. Finish grade shall be as shown on the plans. Finish grade shall be set 1-1/2" inches below adjacent paving, curb and headers. The City of Buckeye representative shall be able to push a hand probe to a depth of 4 inches at any location where turf is to be established

3.4 HYDROSPRIGGING

Sod Sprigs: Healthy living stems, rhizomes, or stolons with a minimum of two nodes and attached roots free of soil.

Hydrosprigging Applications

A. General: Prior to Hydrosprigging; The soil needs to be flocculated to a 6" depth before the sprigs are installed, any previously prepared turf areas compacted or damaged by interim rain, traffic, or other cause, shall be reworked to restore the ground condition previously specified. Hydrosprigging operations shall not take place when the wind veloCity will prevent uniform distribution.

B. Hydrosprigging: Mix specified sprigs, fertilizer, and fiber mulch in water, using equipment specifically designed for hydrosprig application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.

1. Mix slurry with a nonasphaltic fiber-mulch manufacturer's recommended tackifier.

2. Apply slurry uniformly to all areas to be sprigged in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 400-lb/acre dry weight, and sprig component is deposited at not less than the specified sprig-sowing rate

C. Broadcast sprigs uniformly over prepared surface as specified herein at a **minimum rate of 500 US bushels/acre**. This sprigging rate is only allowed from May 15th to July 30th, after this date the US bushel rate needs to be increased to the following ratios at no additional cost to the City :

**1. After August 1st to August 15th —Minimum rate of 800 US Bushels/Ac**

**2. Note if sprigging operation is delayed past August 15th the contractor shall be required to comply with the following requirements at no additional cost to the City .**

a. After August 15th to October 1st – Bermuda Sod will be the only acceptable turf allowed to be installed during this time period. The sod used shall be the same Bermuda species as specified herein. The subgrade preparation and sod will be required to be provided, in-

stalled, and established at no additional cost to the City . Contractor shall refer to Section 32 92 00, Part 2, 2.2 for Sod materials and planting specifications

b. After October 1st and beyond no sodding is allowed to occur unless approved in advance by the City of Buckeye. If this occurs contractor will be required to return to the project site the following May 1st to prepare the subgrade for sprigging operation as specified herein and to sprig all remaining turf areas at the ratios specified. Hydro-Sprigging shall be completed with the turf specified by June 15th. Contractor will be required to protect all newly sprigged turf areas and establish the turf as specified herein and to the acceptance of the City at no additional cost to the City .

D. Broadcast sprigs Equipment Calibration: The equipment to be used and the methods of Hydrosprigging shall be subject to the inspection and approval of the City of Buckeye or its designated representative prior to commencement of operations. Immediately prior to the commencement of operations, the Contractor shall conduct Hydrosprigging equipment calibration tests in the presence of the City of Buckeye or its designated representative.

E. Application of Soil Amendments, Conditioners, and Fertilizer: Fertilizer shall be applied as part of the tillage operation to the depth of tillage, at the following rates: 12 pounds of 16-20-0 and 2 pounds of 21-0-0 per 1,000 square feet, Gypsum at the rate of 150 pounds per acre, ferrous sulfate (hydrated) at the rate of 125 pounds per acre, and decomposed wood derivative at the rate of 150 cubic yards per acre. Following fertilization, the treated areas are to be watered in thoroughly such that soils are wet to a minimum depth of six inches (6") at least once prior to Hydrosprigging planting operations.

F. Sprinkler Heads shall be raised to the proper heights and as detailed prior to planting of Hydrosprigging.

G. All sprigging operations of Bermuda Grass shall be completed by August 15th. Any deviation from this date will require approval from the City.

H. Sprigs will be harvested through a mechanical furrow/dethatching method and that will be the only accepted harvesting process. **A mechanical mowing sprig harvesting process will not be accepted.**

3.5 SODDING:

A. Lay sod to form a solid mass with tightly fitted joints. Butt end and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod, remove excess to avoid smothering sod.

B. Saturate sod with fine water spray within 2 hours of planting. During first week, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1.5 inches below the sod.

3.6 TURF MAINTENANCE

A. Contractor shall develop and submit a minimum of three (3) months prior to any turf maintenance activities a turf maintenance plan. The plan shall be submitted to the City of Buckeye for approval prior to any turf maintenance activities. The plan should include a month by month breakdown of turf maintenance activities showing but not limited to; fertilization schedules, watering/irrigation schedule, aeration program, mowing program, weed control (by type and season), insect/pest control treatments, and re-sprigging, or resodding efforts if required.

B. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.

2. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

C. Watering: If permanent irrigation system is not functioning contractor shall install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of sprig or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.

D. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:

1. Mow bermudagrass variety Mid-Iron to a height of 1/2 to 1 inch
2. Mow ryegrass variety to a height of ½ to 1 inch

E. Turf Post-fertilization: Apply fertilizer after initial mowing and when grass is dry.

1. Use fertilizer that will provide actual nitrogen of at least 1 lb/1000 sq. ft. to turf area.

F. Turf Post-Insect Control: Apply pest control agents at appropriate seasonal schedules to control insects that may impact turf areas. All applications of any insecticide shall be applied by a licensed and bonded applicator per manufacturer instructions and materials approved in advance by City of Buckeye staff.

3.7 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by Landscape Architect or City of Buckeye representative:

1. Satisfactory Sprigged Turf: At end of construction period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. area and bare spots not exceeding 5 by 5 inches

2. Satisfactory Sodded Turf: At end of construction period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 100 percent over any 10 sq. ft. area and bare spots not exceeding 2 by 2 inches

3. Satisfactory Overseeded Sod Turf: At end of construction period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 100 percent over any 10 sq. ft. area and bare spots not exceeding 2 by 2 inches. The contractor shall be responsible to replace any and all overseeded sod areas if the overseeded rye grass does not adequately transition back to a healthy vibrant stand of the base Bermuda species the following spring. Acceptability of the transition between species will be determined by City of Buckeye staff.

B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

C. All satisfactory turf areas will not be considered acceptable or complete until all turf surface areas have been leveled and all turf areas are top dressed with a City approved top dressing material.

3.8 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's

operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

C. At the final project acceptance at the end of the warranty period, the Landscape Architect or Owner's Representative will make a final acceptance inspection of all planted areas. If at that time, there is any appearance of plant material insect or fungus/pathogen infestation prior to the acceptance, the Contractor is responsible to eradicate and treat for the specific issue and replace any and all damaged turf areas and plant materials.

3.9 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

C. Remove non-degradable erosion-control measures after grass establishment period.

**END OF SECTION 32 92 00**

# SECTION 33 00 00
# UTILITIES

## PART I GENERAL

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2023 edition.

Conform to the requirements of MAG Sec. 105.6 and as modified herein.

A. Location of Underground Utilities

1. The Contractor shall notify the interested "Utilities" prior to the start of construction, and shall ascertain the location of the various underground utilities either shown on the plans and/or as may be brought to his attention. Call Blue Stake at (602) 263-1100. The exact locations of these underground utilities shall be determined by excavations made at the Contractor's expense prior to any trenching operations.

2. Secondary electric lines to area lights and to irrigation system, irrigation lines and water and sewer lines will be located by Contractor. It shall be the Contractor's responsibility to field check all existing utilities and to verify their location prior to initiating any grading and trenching operations.

3. The locations of existing underground utilities have been shown on the plans to the best of the Design Engineer's knowledge. However, it shall be the Contractors responsibility to field verify all utility locations and to coordinate in a timely manner with the pertinent utility companies, so that any obstructing utility installation may be adjusted without delay to the Contractors project schedule.

4. It is understood by the Contractor that no payment will be made for delays to the Contractors schedule due to delays resulting from utility relocations.

B. Damage to Existing Utilities

1. The Contractor shall assume full responsibility for all damage to all utilities due to his operations, and shall repair the damaged utilities as required herein, at his own expense.

**END OF SECTION 33 00 00**

# SECTION 33 33 00
# SANITARY SEWERS

## PART I GENERAL

Except as otherwise required in these specifications, construction of this project shall be in accordance with all applicable City of Buckeye General Engineering Design Standards and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2017 edition.

This specification covers the onsite sewage collection system (to within 5 feet of the buildings) including sewer pipe, sewer manholes, sewer cleanouts, and sewer leach pits.

## PART 2 MATERIALS

Sewer Pipe: PVC Sewer pipe in accordance with these plans, Construction Notes, MAG Specifications Section 615 and City of Buckeye General Engineering Requirements Manual and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2017 edition.

## PART 3 EXECUTION

3.01 TRENCH EXCAVATION, BACKFILLING AND COMPACTION

Per Plans, Construction Notes, MAG Specifications Section 601 and City of Buckeye General Engineering Requirements Manual and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2017 edition.

3.02 SEWER LINE CONSTRUCTION

Per Plans, Construction Notes, MAG Specifications Section 615 and City of Buckeye General Engineering Requirements Manual and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2017 edition.

3.03 MANHOLE CONSTRUCTION:

Per Plans, Construction Notes, MAG Specifications Section 625, 625.9 and 505 and City of Buckeye General Engineering Requirements Manual and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2017 edition.

3.04 CLEANOUT CONSTRUCTION:

Per Plans, Construction Notes, MAG Specifications Section 615.8 and City of Buckeye General Engineering Requirements Manual and City of Buckeye supplements to MAG; Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications, 2017 edition.

**END OF SECTION 33 33 00**

# STRUCTURAL CALCULATIONS

for

## Earl Edgar Park Gate

500 S Miller Rd
Buckeye, AZ 85326

MBJ Commission No: P24.137.0

Prepared for:
J2 Engineering and Environmental Design

**April 15, 2024**

MBJ

**Meyer Borgman Johnson**
**116 E University Dr, Suite 500**
**Tempe, AZ 85281**



MBJ | MEYER BORGMAN JOHNSON

Job No.: P24.137.0 Sheet: _____

Project: Earl Edgar Park Gate

By: JLVJ Date: 04/2024

## STRUCTURAL NARRATIVE:

The Earl Edgar Park Gate project includes replacement of the existing gate at the pump yard east of the premise's parking lot. Design includes the gate posts and post footings.



⚠ This is a beta release of the new ATC Hazards by Location website. Please contact us with feedback.

ℹ The ATC Hazards by Location website will not be updated to support ASCE 7-22. Find out why.

# ATC Hazards by Location

## Search Information

**Address:** 500 S Miller Rd, Buckeye, AZ 85326, USA

**Coordinates:** 33.36500349999999, -112.5895577

**Elevation:** 858 ft

**Timestamp:** 2024-04-12T17:20:25.489Z

**Hazard Type:** Wind




| ASCE 7-16 | | ASCE 7-10 | | ASCE 7-05 | |
|---|---|---|---|---|---|
| MRI 10-Year | 70 mph | MRI 10-Year | 76 mph | ASCE 7-05 Wind Speed | 90 mph |
| MRI 25-Year | 77 mph | MRI 25-Year | 84 mph | | |
| MRI 50-Year | 82 mph | MRI 50-Year | 90 mph | | |
| MRI 100-Year | 87 mph | MRI 100-Year | 96 mph | | |
| Risk Category I | 95 mph | Risk Category I | 105 mph | | |
| Risk Category II | 101 mph | Risk Category II | 115 mph | | |
| Risk Category III | 108 mph | Risk Category III-IV | 120 mph | | |
| Risk Category IV | 112 mph | | | | |

*The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.*

*Please note that the ATC Hazards by Location website will not be updated to support ASCE 7-22. Find out why.*

## Disclaimer

Hazard loads are interpolated from data provided in ASCE 7 and rounded up to the nearest whole integer. Per ASCE 7, islands and coastal areas outside the last contour should use the last wind speed contour of the coastal area – in some cases, this website will extrapolate past the last wind speed contour and therefore, provide a wind speed that is slightly higher. NOTE: For queries near wind-borne debris region boundaries, the resulting determination is sensitive to rounding which may affect whether or not it is considered to be within a wind-borne debris region.

Mountainous terrain, gorges, ocean promontories, and special wind regions shall be examined for unusual wind conditions.

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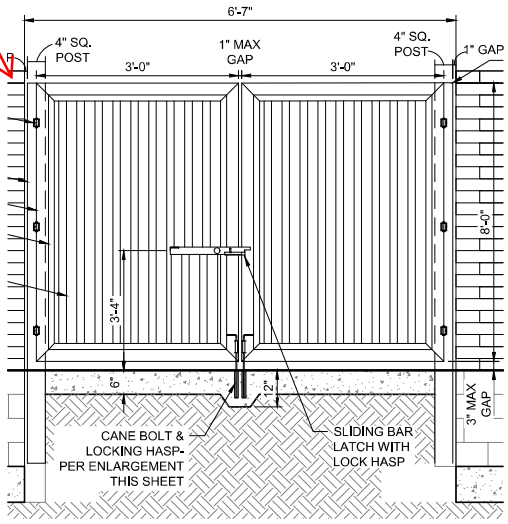
MBJ | MEYER BORGMAN JOHNSON

Job No.: P24.137.0 Sheet:
Project: Earl Edgar Park Gate
By: JLVJ Date: 04/2024

ASCE 7-16: 29.3 SOLID FREESTANDING WALLS AND SOLID SIGNS

F = qh*G*Cf*As

Cf FACTOR BASED ON CMU WALL




s = h = 8.33'
B = 76.75'
B/s = 9.21

Calculate Cf factor, ASCE 7 Fig 29.3-1
Case C will govern. Using linear interpolation:
10 - 9 / 3.75 - 3.65 = 10 - 9.21 / 3.75 - X
X = 3.67
Cf_a = 3.67 (FIG 29.3-1, CASE C, 0-s)

10 - 9 / 2.45 - 2.35 = 10 - 9.21 / 2.45 - X
X = 2.37
Cf_b= 2.37 (FIG 29.3-1, CASE C, S-2S)

REDUCTION FACTOR 1:
Lr/S > 2 -> 0.6 (ONLY FOR 0-2S)
REDUCTION FACTOR 2:
s/h = 1 > 0.8 --> Rf2 = 1.8 - 1 = 0.8

Cf_a = 3.67 * 0.6 * 0.8 = 1.76
Cf_b = 2.37 *0.8 = 1.90 ----------> GOVERNS

G = 0.85 (26.11.1 - FOR RIGID STRUCTURES)

qh = qz = 0.00256*Kz*Kzt*Kd*Ke*V^2

Kz = 0.85 (0-15 FT, EXPOSURE C)
Kzt = 1 (26.8.2)
Kd = 0.85 (SOLID FREESTANDING WALLS AND ATTACHED SIGNS)
Ke = 1 (CONSERVATIVE PER 26.9)
V = 101 MPH

qh = 0.00256*0.85*1*0.85*1*101^2 = 18.87 PSF

F = 18.87 PSF * 0.85 * 1.9 * As

F = 30.5 PSF * As

**HSS4 x 4 x 1/4" POST**

TRIB WIDTH = 6.6' / 4 = 1.65' (When gate closed and cane bolt engaged)
Use a trib width of 2'.

F = 30.5 PSF * 2' * 8.33' = 509 LBS

PER 29.3-1, FOR s/h = 1, RESULTANT FORCES OCCUR AT h/2 + 0.05(h)
8.33/2 + 0.05(8.33) = 4.6'

GATE DL = 5 PSF * 3' * 8' = 120 LBS

OK, SEE ENERCALC REPORT

**FOOTING:**
Forces at post base due to wind:
Mwind = 509 LBS * 4.6' = 2.4 K-FT
Vwind = 0.51 K

Forces at post base due to gate self weight:
Pdl = 0.2 K
Mdl = 200 LBS * 1.65' = 0.33 K-FT -> Wind forces control

3' WIDE x 1' DEPTH FOOTING WITH AT LEAST 4.33' LENGTH

OK, SEE ENERCALC REPORT

**ANCHORAGE:**

USE PL10x10x3/8", HILTI RE 500 V3 WITH 1/2" DIAMETER THREADED ROD ANCHORS

OK, SEE HILTI PROFIS RESULTS

**WELD:**

2.4 K-FT MOMENT
HSS MOMENT ARM = 2"

2.4 K-FT * 1000 LBS/K = 2400 LB-FT

2400 LB-FT / (2"/12) = 14.4 K

WELD STRENGTH
Phi*Rn = 1.392 * D * L = 1.392 * 4 * 4" = 22.3 K > 14.4 K ----> OK

MBJ | MEYER BORGMAN JOHNSON

Job No.: P24.137.0 Sheet:
Project: Earl Edgar Park Gate
By: JLVJ Date: 04/2024

# Steel Column

Project File: EARL EDGAR PARK ATE.ec6

LIC# : KW-06015979, Build:20.24.03.04 MEYER BORGMAN JOHNSON (c) ENERCALC INC 1983-2023

**DESCRIPTION:** GATE POST

## Code References

Calculations per AISC 360-16, IBC 2018, CBC 2019, ASCE 7-16
Load Combinations Used : ASCE 7-16

## General Information

Steel Section Name : **HSS4x4x1/4**
Analysis Method : Load Resistance Factor
Steel Stress Grade
Fy : Steel Yield 46.0 ksi
E : Elastic Bending Modulus 29,000.0 ksi

Overall Column Height 8.330 ft
Top & Bottom Fixity Top Free, Bottom Fixed
Brace condition :
Unbraced Length for buckling ABOUT X-X Axis = 8.5 ft, K = 2.1
Unbraced Length for buckling ABOUT Y-Y Axis = 8.5 ft, K = 2.1

## Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Column self weight included : 101.709 lbs * Dead Load Factor
AXIAL LOADS . . .
Gate Panel Dead Load: Axial Load at 8.330 ft, D = 0.120 k
BENDING LOADS . . .
WIND LOAD: Lat. Point Load at 4.60 ft creating Mx-x, W = 0.5090 k

## DESIGN SUMMARY

**Bending & Shear Check Results**

PASS Max. Axial+Bending Stress Ratio = 0.1482 : 1
Load Combination +1.20D+W
Location of max.above base 0.0 ft
At maximum location values are . . .
Pu 0.2661 k
0.9 * Pn 38.337 k
Mu-x -2.341 k-ft
0.9 * Mn-x : 16.181 k-ft
Mu-y 0.0 k-ft
0.9 * Mn-y : 16.181 k-ft

PASS Maximum Shear Stress Ratio 0.01599 : 1
Load Combination +1.20D+W
Location of max.above base 0.0 ft
At maximum location values are . . .
Vu : Applied 0.5090 k
Vn * Phi : Allowable 31.842 k

**Maximum Load Reactions . .**
Top along X-X 0.0 k
Bottom along X-X 0.0 k
Top along Y-Y 0.0 k
Bottom along Y-Y 0.5090 k

**Maximum Load Deflections . . .**
Along Y-Y 0.2785 in at 8.330 ft above base
for load combination : W Only
Along X-X 0.0 in at 0.0 ft above base
for load combination :

## Load Combination Results

| Load Combination | Maximum Axial + Bending Stress Ratios: Stress Ratio | Status | Location | Cbx | Cby | KxLx/Rx | KyLy/Ry | Maximum Shear Ratios: Stress Ratio | Status | Location |
|---|---|---|---|---|---|---|---|---|---|---|
| +1.40D | 0.008 | PASS | 0.00 ft | 2.78 | 1.00 | 140.92 | 140.92 | 0.000 | PASS | 0.00 ft |
| +1.20D | 0.007 | PASS | 0.00 ft | 2.78 | 1.00 | 140.92 | 140.92 | 0.000 | PASS | 0.00 ft |
| +1.20D+0.50W | 0.076 | PASS | 0.00 ft | 2.78 | 1.00 | 140.92 | 140.92 | 0.008 | PASS | 0.00 ft |
| +1.20D+W | 0.148 | PASS | 0.00 ft | 2.78 | 1.00 | 140.92 | 140.92 | 0.016 | PASS | 0.00 ft |
| +0.90D+W | 0.147 | PASS | 0.00 ft | 2.78 | 1.00 | 140.92 | 140.92 | 0.016 | PASS | 0.00 ft |
| +0.90D | 0.005 | PASS | 0.00 ft | 2.78 | 1.00 | 140.92 | 140.92 | 0.000 | PASS | 0.00 ft |

## Maximum Reactions

Note: Only non-zero reactions are listed.

| Load Combination | Axial Reaction @ Base | X-X Axis Reaction @ Base | @ Top | k | Y-Y Axis Reaction @ Base | @ Top | Mx - End Moments k-ft @ Base | @ Top | My - End Moments @ Base | @ Top |
|---|---|---|---|---|---|---|---|---|---|---|
| D Only | 0.222 | | | | | | | | | |
| +D+0.60W | 0.222 | | | | 0.305 | | -1.405 | | | |
| +D+0.450W | 0.222 | | | | 0.229 | | -1.054 | | | |
| +0.60D+0.60W | 0.133 | | | | 0.305 | | -1.405 | | | |
| +0.60D | 0.133 | | | | | | | | | |
| W Only | | | | | 0.509 | | -2.341 | | | |

## Steel Column



LIC# : KW-06015979, Build:20.24.03.04 MEYER BORGMAN JOHNSON (c) ENERCALC INC 1983-2023

**DESCRIPTION:** GATE POST

### Extreme Reactions

| Item | Extreme Value | Axial Reaction @ Base | X-X Axis Reaction @ Base | X-X Axis Reaction @ Top | Y-Y Axis Reaction @ Base | Y-Y Axis Reaction @ Top | Mx - End Moments @ Base | Mx - End Moments @ Top | My - End Moments @ Base | My - End Moments @ Top |
|---|---|---|---|---|---|---|---|---|---|---|
| | | k | | | k | | k-ft | | k-ft | |
| Axial @ Base | Maximum | 0.222 | | | | | | | | |
| " | Minimum | | | | 0.509 | | -2.341 | | | |
| Reaction, X-X Axis Base | Maximum | 0.222 | | | | | | | | |
| " | Minimum | 0.222 | | | | | | | | |
| Reaction, Y-Y Axis Base | Maximum | | | | 0.509 | | -2.341 | | | |
| " | Minimum | 0.222 | | | | | | | | |
| Reaction, X-X Axis Top | Maximum | 0.222 | | | | | | | | |
| " | Minimum | 0.222 | | | | | | | | |
| Reaction, Y-Y Axis Top | Maximum | 0.222 | | | | | | | | |
| " | Minimum | 0.222 | | | | | | | | |
| Moment, X-X Axis Base | Maximum | 0.222 | | | | | | | | |
| " | Minimum | | -2.341 | | 0.509 | | -2.341 | | | |
| Moment, Y-Y Axis Base | Maximum | 0.222 | | | | | | | | |
| " | Minimum | 0.222 | | | | | | | | |
| Moment, X-X Axis Top | Maximum | 0.222 | | | | | | | | |
| " | Minimum | 0.222 | | | | | | | | |
| Moment, Y-Y Axis Top | Maximum | 0.222 | | | | | | | | |
| " | Minimum | 0.222 | | | | | | | | |

### Maximum Deflections for Load Combinations

| Load Combination | Max. Deflection in X dir | Distance | Max. Deflection in Y dir | Distance |
|---|---|---|---|---|
| D Only | 0.0000 in | 0.000 ft | 0.000 in | 0.000 ft |
| +D+0.60W | 0.0000 in | 0.000 ft | 0.167 in | 8.330 ft |
| +D+0.450W | 0.0000 in | 0.000 ft | 0.125 in | 8.330 ft |
| +0.60D+0.60W | 0.0000 in | 0.000 ft | 0.167 in | 8.330 ft |
| +0.60D | 0.0000 in | 0.000 ft | 0.000 in | 0.000 ft |
| W Only | 0.0000 in | 0.000 ft | 0.276 in | 8.274 ft |

### Steel Section Properties : HSS4x4x1/4

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Depth | = | 4.000 in | I xx | = | 7.80 in^4 | J | = | 12.800 in^4 | |
| Design Thick | = | 0.233 in | S xx | = | 3.90 in^3 | | | | |
| Width | = | 4.000 in | R xx | = | 1.520 in | | | | |
| Wall Thick | = | 0.250 in | Zx | = | 4.690 in^3 | | | | |
| Area | = | 3.370 in^2 | I yy | = | 7.800 in^4 | C | = | 6.560 in^3 | |
| Weight | = | 12.210 plf | S yy | = | 3.900 in^3 | | | | |
| | | | R yy | = | 1.520 in | | | | |
| Ycg | = | 0.000 in | | | | | | | |

MBJ | MEYER BORGMAN JOHNSON

Job No.: P24.137.0 Sheet:
Project: Earl Edgar Park Gate
By: JLVJ Date: 04/2024

# General Footing

Project File: EARL EDGAR PARK ATE.ec6

LIC# : KW-06015979, Build:20.24.03.04 MEYER BORGMAN JOHNSON (c) ENERCALC INC 1983-2023

**DESCRIPTION:** GATE POST FOOTING

## Code References

Calculations per ACI 318-14, IBC 2018, CBC 2019, ASCE 7-16
Load Combinations Used : IBC 2018

## General Information

**Material Properties**

| | | |
|---|---|---|
| f'c : Concrete 28 day strength | = | 3.0 ksi |
| fy : Rebar Yield | = | 60.0 ksi |
| Ec : Concrete Elastic Modulus | = | 3,155.92 ksi |
| Concrete Density | = | 145.0 pcf |
| φ Values Flexure | = | 0.90 |
| Shear | = | 0.750 |

**Analysis Settings**

| | | |
|---|---|---|
| Min Steel % Bending Reinf. | = | |
| Min Allow % Temp Reinf. | = | 0.00180 |
| Min. Overturning Safety Factor | = | 1.50 : 1 |
| Min. Sliding Safety Factor | = | 1.50 : 1 |
| Add Ftg Wt for Soil Pressure | : | Yes |
| Use ftg wt for stability, moments & shears | : | Yes |
| Add Pedestal Wt for Soil Pressure | : | Yes |
| Use Pedestal wt for stability, mom & shear | : | Yes |

**Soil Design Values**

| | | |
|---|---|---|
| Allowable Soil Bearing | = | 1.50 ksf |
| Soil Density | = | 110.0 pcf |
| Increase Bearing By Footing Weight | = | No |
| Soil Passive Resistance (for Sliding) | = | 250.0 pcf |
| Soil/Concrete Friction Coeff. | = | 0.30 |

**Increases based on footing Depth**

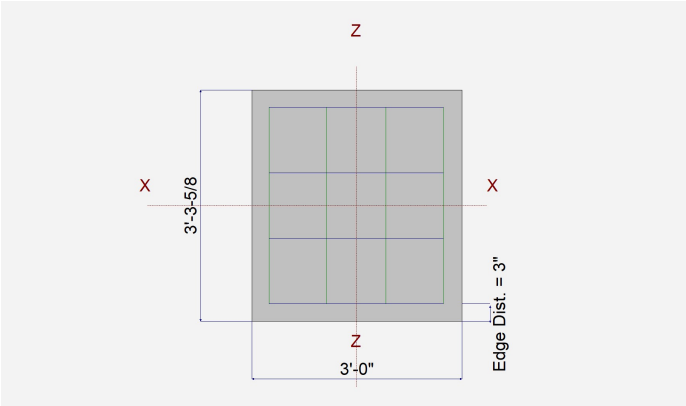
| | | |
|---|---|---|
| Footing base depth below soil surface | = | 2.30 ft |
| Allow press. increase per foot of depth | = | ksf |
| when footing base is below | = | ft |

**Increases based on footing plan dimension**

| | | |
|---|---|---|
| Allowable pressure increase per foot of depth | = | ksf |
| when max. length or width is greater than | = | ft |

## Dimensions

| | | |
|---|---|---|
| Width parallel to X-X Axis | = | 3.0 ft |
| Length parallel to Z-Z Axis | = | 3.30 ft |
| Footing Thickness | = | 12.0 in |
| Load location offset from footing center... | | |
| ex : Prll to X-X Axis | = | 14 in |
| | = | in |
| Pedestal dimensions... | | |
| px : parallel to X-X Axis | = | in |
| pz : parallel to Z-Z Axis | = | in |
| Height | = | in |
| Rebar Centerline to Edge of Concrete... | | |
| at Bottom of footing | = | 3.0 in |



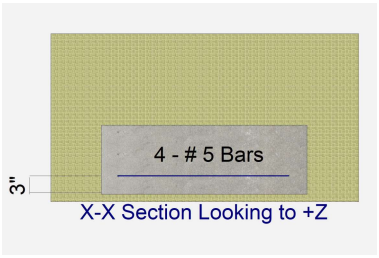

## Reinforcing

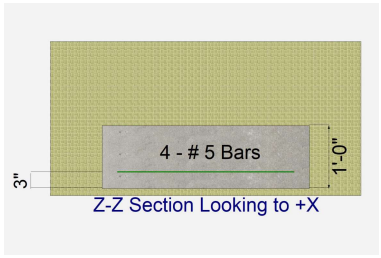
| | | | |
|---|---|---|---|
| Bars parallel to X-X Axis | | | |
| Number of Bars | = | | 4.0 |
| Reinforcing Bar Size | = | # | 5 |
| Bars parallel to Z-Z Axis | | | |
| Number of Bars | = | | 4.0 |
| Reinforcing Bar Size | = | # | 5 |

**Bandwidth Distribution Check (ACI 15.4.4.2)**

Direction Requiring Closer Separation

| | Bars along X-X Axis |
|---|---|
| # Bars required within zone | 95.2 % |
| # Bars required on each side of zone | 4.8 % |




## Applied Loads

| | | D | Lr | L | S | W | E | H | |
|---|---|---|---|---|---|---|---|---|---|
| P : Column Load | = | 0.20 | | | | | | | k |
| OB : Overburden | = | | | | | | | | ksf |
| M-xx | = | | | | | | | | k-ft |
| M-zz | = | | | | | 2.40 | | | k-ft |
| V-x | = | | | | | 0.510 | | | k |
| V-z | = | | | | | | | | k |

MBJ MEYER BORGMAN JOHNSON

Job No.: P24.137.0 Sheet:
Project: Earl Edgar Park Gate
By: JLVJ Date: 04/2024

## General Footing

Project File: EARL EDGAR PARK ATE.ec6

LIC# : KW-06015979, Build:20.24.03.04 MEYER BORGMAN JOHNSON (c) ENERCALC INC 1983-2023

**DESCRIPTION:** GATE POST FOOTING

Acceptable ~1.5 and new footing will be doweled into existing footing.

### DESIGN SUMMARY

Design N.G.

| | Min. Ratio | Item | Applied | Capacity | Governing Load Combination |
|---|---|---|---|---|---|
| PASS | 0.5192 | Soil Bearing | 0.7788 ksf | 1.50 ksf | +0.60D+0.60W about Z-Z axis |
| PASS | n/a | Overturning - X-X | 0.0 k-ft | 0.0 k-ft | No Overturning |
| FAIL | 1.493 | Overturning - Z-Z | 1.746 k-ft | 2.606 k-ft | +0.60D+0.60W |
| PASS | 6.648 | Sliding - X-X | 0.3060 k | 2.034 k | +0.60D+0.60W |
| PASS | n/a | Sliding - Z-Z | 0.0 k | 0.0 k | No Sliding |
| PASS | n/a | Uplift | 0.0 k | 0.0 k | No Uplift |
| PASS | 0.004224 | Z Flexure (+X) | 0.06165 k-ft/ft | 14.595 k-ft/ft | +0.90D+W |
| PASS | 0.05752 | Z Flexure (-X) | 0.8394 k-ft/ft | 14.595 k-ft/ft | +1.20D+W |
| PASS | 0.002408 | X Flexure (+Z) | 0.03850 k-ft/ft | 15.986 k-ft/ft | +1.40D |
| PASS | 0.002408 | X Flexure (-Z) | 0.03850 k-ft/ft | 15.986 k-ft/ft | +1.40D |
| PASS | n/a | 1-way Shear (+X) | 0.0 psi | 82.158 psi | n/a |
| PASS | 0.05609 | 1-way Shear (-X) | 4.608 psi | 82.158 psi | +0.90D+W |
| PASS | 0.002840 | 1-way Shear (+Z) | 0.2333 psi | 82.158 psi | +1.40D |
| PASS | 0.002840 | 1-way Shear (-Z) | 0.2333 psi | 82.158 psi | +1.40D |
| PASS | 0.003195 | 2-way Punching | 0.5250 psi | 164.317 psi | +1.40D |

Design OK

Top reinforcing mat required (see 'Bending' tab). Top reinforcement is provided.

Hand check required for anchor pullout.

### Detailed Results

#### Soil Bearing

| Rotation Axis & Load Combination... | Gross Allowable | Xecc (in) | Zecc (in) | Actual Soil Bearing Stress @ Location Bottom, -Z | Top, +Z | Left, -X | Right, +X | Actual / Allow Ratio |
|---|---|---|---|---|---|---|---|---|
| X-X, D Only | 1.50 | n/a | 0.0 | 0.3082 | 0.3082 | n/a | n/a | 0.206 |
| X-X, +D+0.60W | 1.50 | n/a | 0.0 | 0.3082 | 0.3082 | n/a | n/a | 0.206 |
| X-X, +D+0.450W | 1.50 | n/a | 0.0 | 0.3082 | 0.3082 | n/a | n/a | 0.206 |
| X-X, +0.60D+0.60W | 1.50 | n/a | 0.0 | 0.1849 | 0.1849 | n/a | n/a | 0.123 |
| X-X, +0.60D | 1.50 | n/a | 0.0 | 0.1849 | 0.1849 | n/a | n/a | 0.123 |
| Z-Z, D Only | 1.50 | 0.9177 | n/a | n/a | n/a | 0.2615 | 0.3549 | 0.237 |
| Z-Z, +D+0.60W | 1.50 | 7.784 | n/a | n/a | n/a | 0.0 | 0.7198 | 0.480 |
| Z-Z, +D+0.450W | 1.50 | 6.068 | n/a | n/a | n/a | 0.0 | 0.6168 | 0.411 |
| Z-Z, +0.60D+0.60W | 1.50 | 12.362 | n/a | n/a | n/a | 0.0 | 0.7788 | 0.519 |
| Z-Z, +0.60D | 1.50 | 0.9177 | n/a | n/a | n/a | 0.1569 | 0.2129 | 0.142 |

#### Overturning Stability

| Rotation Axis & Load Combination... | Overturning Moment | Resisting Moment | Stability Ratio | Status |
|---|---|---|---|---|
| X-X, D Only | None | 0.0 k-ft | Infinity | OK |
| X-X, +D+0.60W | None | 0.0 k-ft | Infinity | OK |
| X-X, +D+0.450W | None | 0.0 k-ft | Infinity | OK |
| X-X, +0.60D+0.60W | None | 0.0 k-ft | Infinity | OK |
| X-X, +0.60D | None | 0.0 k-ft | Infinity | OK |
| Z-Z, D Only | None | 4.810 k-ft | Infinity | OK |
| Z-Z, +D+0.60W | 1.746 k-ft | 4.343 k-ft | 2.488 | OK |
| Z-Z, +D+0.450W | 1.310 k-ft | 4.343 k-ft | 3.317 | OK |
| Z-Z, +0.60D+0.60W | 1.746 k-ft | 2.606 k-ft | 1.493 | No Good! |
| Z-Z, +0.60D | None | 2.886 k-ft | Infinity | OK |

#### Sliding Stability

All units k

| Force Application Axis Load Combination... | Sliding Force | Resisting Force | Stability Ratio | Status |
|---|---|---|---|---|
| X-X, D Only | 0.0 k | 2.40 k | No Sliding | OK |
| X-X, +D+0.60W | 0.3060 k | 2.40 k | 7.844 | OK |
| X-X, +D+0.450W | 0.2295 k | 2.40 k | 10.459 | OK |
| X-X, +0.60D+0.60W | 0.3060 k | 2.034 k | 6.648 | OK |
| X-X, +0.60D | 0.0 k | 2.034 k | No Sliding | OK |
| Z-Z, D Only | 0.0 k | 2.265 k | No Sliding | OK |
| Z-Z, +D+0.60W | 0.0 k | 2.265 k | No Sliding | OK |

**DESCRIPTION:** GATE POST FOOTING

## Sliding Stability

All units k

| Force Application Axis<br>Load Combination... | Sliding Force | Resisting Force | Stability Ratio | Status |
|---|---|---|---|---|
| Z-Z, +D+0.450W | 0.0 k | 2.265 k | No Sliding | OK |
| Z-Z, +0.60D+0.60W | 0.0 k | 1.899 k | No Sliding | OK |
| Z-Z, +0.60D | 0.0 k | 1.899 k | No Sliding | OK |

## Footing Flexure

| Flexure Axis & Load Combination | Mu<br>k-ft | Side | Tension Surface | As Req'd<br>in^2 | Gvrn. As<br>in^2 | Actual As<br>in^2 | Phi*Mn<br>k-ft | Status |
|---|---|---|---|---|---|---|---|---|
| X-X, +1.40D | 0.03850 | +Z | Bottom | 0.2592 | ACI 7.6.1.1 | 0.4133 | 15.986 | OK |
| X-X, +1.40D | 0.03850 | -Z | Bottom | 0.2592 | ACI 7.6.1.1 | 0.4133 | 15.986 | OK |
| X-X, +1.20D | 0.0330 | +Z | Bottom | 0.2592 | ACI 7.6.1.1 | 0.4133 | 15.986 | OK |
| X-X, +1.20D | 0.0330 | -Z | Bottom | 0.2592 | ACI 7.6.1.1 | 0.4133 | 15.986 | OK |
| X-X, +1.20D+0.50W | 0.0330 | +Z | Bottom | 0.2592 | ACI 7.6.1.1 | 0.4133 | 15.986 | OK |
| X-X, +1.20D+0.50W | 0.0330 | -Z | Bottom | 0.2592 | ACI 7.6.1.1 | 0.4133 | 15.986 | OK |
| X-X, +1.20D+W | 0.0330 | +Z | Bottom | 0.2592 | ACI 7.6.1.1 | 0.4133 | 15.986 | OK |
| X-X, +1.20D+W | 0.0330 | -Z | Bottom | 0.2592 | ACI 7.6.1.1 | 0.4133 | 15.986 | OK |
| X-X, +0.90D+W | 0.02475 | +Z | Bottom | 0.2592 | ACI 7.6.1.1 | 0.4133 | 15.986 | OK |
| X-X, +0.90D+W | 0.02475 | -Z | Bottom | 0.2592 | ACI 7.6.1.1 | 0.4133 | 15.986 | OK |
| X-X, +0.90D | 0.02475 | +Z | Bottom | 0.2592 | ACI 7.6.1.1 | 0.4133 | 15.986 | OK |
| X-X, +0.90D | 0.02475 | -Z | Bottom | 0.2592 | ACI 7.6.1.1 | 0.4133 | 15.986 | OK |
| Z-Z, +1.40D | 0.004974 | -X | Bottom | 0.2592 | ACI 7.6.1.1 | 0.3758 | 14.595 | OK |
| Z-Z, +1.40D | 0.004964 | +X | Bottom | 0.2592 | ACI 7.6.1.1 | 0.3758 | 14.595 | OK |
| Z-Z, +1.20D | 0.004264 | -X | Bottom | 0.2592 | ACI 7.6.1.1 | 0.3758 | 14.595 | OK |
| Z-Z, +1.20D | 0.004255 | +X | Bottom | 0.2592 | ACI 7.6.1.1 | 0.3758 | 14.595 | OK |
| Z-Z, +1.20D+0.50W | 0.4215 | -X | Top | 0.2592 | ACI 7.6.1.1 | 0.3758 | 14.595 | OK |
| Z-Z, +1.20D+0.50W | 0.01937 | +X | Bottom | 0.2592 | ACI 7.6.1.1 | 0.3758 | 14.595 | OK |
| Z-Z, +1.20D+W | 0.8394 | -X | Top | 0.2592 | ACI 7.6.1.1 | 0.3758 | 14.595 | OK |
| Z-Z, +1.20D+W | 0.04229 | +X | Bottom | 0.2592 | ACI 7.6.1.1 | 0.3758 | 14.595 | OK |
| Z-Z, +0.90D+W | 0.8201 | -X | Top | 0.2592 | ACI 7.6.1.1 | 0.3758 | 14.595 | OK |
| Z-Z, +0.90D+W | 0.06165 | +X | Bottom | 0.2592 | ACI 7.6.1.1 | 0.3758 | 14.595 | OK |
| Z-Z, +0.90D | 0.003198 | -X | Bottom | 0.2592 | ACI 7.6.1.1 | 0.3758 | 14.595 | OK |
| Z-Z, +0.90D | 0.003191 | +X | Bottom | 0.2592 | ACI 7.6.1.1 | 0.3758 | 14.595 | OK |

## One Way Shear X

| Load Combination... | Vu @ -X | Vu @ +X | Vu:Max | Phi Vn | Vu / Phi*Vn | Status |
|---|---|---|---|---|---|---|
| +1.40D | 0.08 psi | 0.00 psi | 0.23 psi | 82.16 psi | 0.00 | OK |
| +1.20D | 0.07 psi | 0.00 psi | 0.20 psi | 82.16 psi | 0.00 | OK |
| +1.20D+0.50W | 1.81 psi | 0.00 psi | 1.81 psi | 82.16 psi | 0.02 | OK |
| +1.20D+W | 4.27 psi | 0.00 psi | 4.27 psi | 82.16 psi | 0.05 | OK |
| +0.90D+W | 4.61 psi | 0.00 psi | 4.61 psi | 82.16 psi | 0.06 | OK |
| +0.90D | 0.05 psi | 0.00 psi | 0.15 psi | 82.16 psi | 0.00 | OK |

## One Way Shear Z

| Load Combination... | Vu @ -Z | Vu @ +Z | Vu:Max | Phi Vn | Vu / Phi*Vn | Status |
|---|---|---|---|---|---|---|
| +1.40D | 0.23 psi | 0.23 psi | 0.23 psi | 82.16 psi | 0.00 | OK |
| +1.20D | 0.20 psi | 0.20 psi | 0.20 psi | 82.16 psi | 0.00 | OK |
| +1.20D+0.50W | 0.20 psi | 0.20 psi | 1.81 psi | 82.16 psi | 0.02 | OK |
| +1.20D+W | 0.20 psi | 0.20 psi | 4.27 psi | 82.16 psi | 0.05 | OK |
| +0.90D+W | 0.15 psi | 0.15 psi | 4.61 psi | 82.16 psi | 0.06 | OK |
| +0.90D | 0.15 psi | 0.15 psi | 0.15 psi | 82.16 psi | 0.00 | OK |

## Two-Way "Punching" Shear

All units k

| Load Combination... | Vu | Phi*Vn | Vu / Phi*Vn | Status |
|---|---|---|---|---|
| +1.40D | 0.53 psi | 164.32 psi | 0.003195 | OK |
| +1.20D | 0.53 psi | 164.32 psi | 0.003195 | OK |
| +1.20D+0.50W | 0.53 psi | 164.32 psi | 0.003195 | OK |
| +1.20D+W | 0.53 psi | 164.32 psi | 0.003195 | OK |
| +0.90D+W | 0.53 psi | 164.32 psi | 0.003195 | OK |
| +0.90D | 0.53 psi | 164.32 psi | 0.003195 | OK |

| | | | |
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| Fastening point: | | | |

**Specifier's comments:**

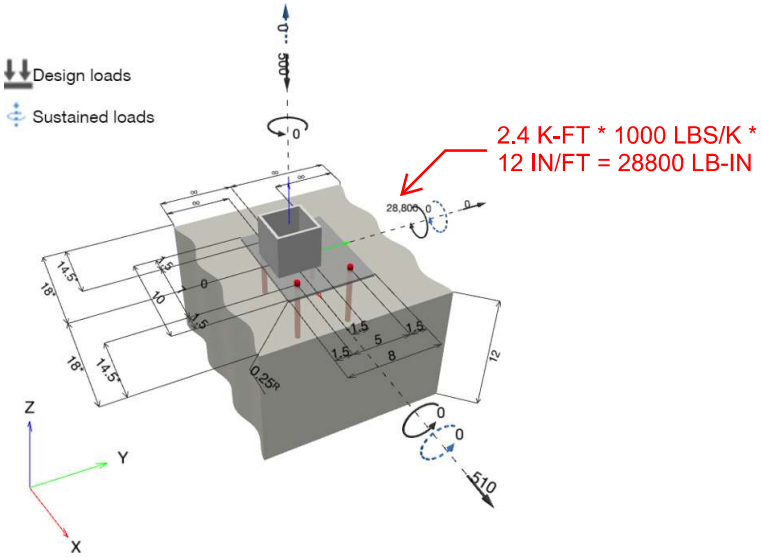
## 1 Input data



| | |
|---|---|
| **Anchor type and diameter:** | **HIT-RE 500 V3 + HAS-V-36 (ASTM F1554 Gr.36) 1/2** |
| Item number: | 2198022 HAS-V-36 1/2"x6-1/2" (element) / 2123401 HIT-RE 500 V3 (adhesive) |
| Effective embedment depth: | $h_{ef,act}$ = 5.474 in. ($h_{ef,limit}$ = - in.) |
| Material: | ASTM F1554 Grade 36 |
| Evaluation Service Report: | ESR-3814 |
| Issued I Valid: | 1/1/2023 \| 1/1/2025 |
| Proof: | Design Method ACI 318-14 / Chem |
| Stand-off installation: | $e_b$ = 0.000 in. (no stand-off); t = 0.250 in. |
| Anchor plate[R] : | $l_x$ x $l_y$ x t = 10.000 in. x 8.000 in. x 0.250 in.; (Recommended plate thickness: not calculated) |
| Profile: | Square HSS (AISC), HSS4X4X.25; (L x W x T) = 4.000 in. x 4.000 in. x 0.250 in. |
| Base material: | cracked concrete, 3000, $f_c'$ = 3,000 psi; h = 12.000 in., Temp. short/long: 32/32 °F |
| **Installation:** | **hammer drilled hole, Installation condition: Dry** |
| Reinforcement: | tension: condition B, shear: condition B; no supplemental splitting reinforcement present<br>edge reinforcement: none or < No. 4 bar |

[R] - The anchor calculation is based on a rigid anchor plate assumption.

**Geometry [in.] & Loading [lb, in.lb]**




Input data and results must be checked for conformity with the existing conditions and for plausibility!
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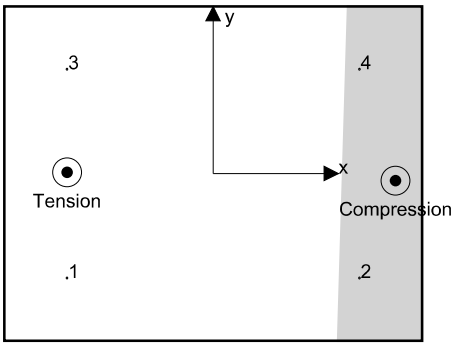
**1.1 Design results**

| Case | Description | Forces [lb] / Moments [in.lb] | Seismic | Max. Util. Anchor [%] |
|---|---|---|---|---|
| 1 | Combination 1 | N = -500; $V_x$ = 510; $V_y$ = 0; $M_x$ = 0; $M_y$ = 28,800; $M_z$ = 0; $N_{sus}$ = 0; $M_{x,sus}$ = 0; $M_{y,sus}$ = 0; | no | 35 |

## 2 Load case/Resulting anchor forces

**Anchor reactions [lb]**
Tension force: (+Tension, -Compression)

| Anchor | Tension force | Shear force | Shear force x | Shear force y |
|---|---|---|---|---|
| 1 | 1,672 | 158 | 153 | -36 |
| 2 | 0 | 158 | 153 | 36 |
| 3 | 1,711 | 108 | 102 | -36 |
| 4 | 0 | 108 | 102 | 36 |




| | |
|---|---|
| max. concrete compressive strain: | 0.13 [‰] |
| max. concrete compressive stress: | 545 [psi] |
| resulting tension force in (x/y)=(-3.500/0.028): | 3,383 [lb] |
| resulting compression force in (x/y)=(4.367/-0.168): | 3,883 [lb] |

Anchor forces are calculated based on the assumption of a rigid anchor plate.

## 3 Tension load

| | Load $N_{ua}$ [lb] | Capacity $\phi$ $N_n$ [lb] | Utilization $\beta_N = N_{ua}/\phi$ $N_n$ | Status |
|---|---|---|---|---|
| Steel Strength* | 1,711 | 6,172 | 28 | OK |
| Bond Strength** | 3,383 | 9,734 | 35 | OK |
| Sustained Tension Load Bond Strength* | N/A | N/A | N/A | N/A |
| Concrete Breakout Failure** | 3,383 | 10,077 | 34 | OK |

* highest loaded anchor **anchor group (anchors in tension)

Input data and results must be checked for conformity with the existing conditions and for plausibility!
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### 3.1 Steel Strength

$N_{sa}$ = ESR value — refer to ICC-ES ESR-3814
$\phi\ N_{sa} \geq N_{ua}$ — ACI 318-14 Table 17.3.1.1

**Variables**

| $A_{se,N}$ [in.$^2$] | $f_{uta}$ [psi] |
|---|---|
| 0.14 | 58,000 |

**Calculations**

| $N_{sa}$ [lb] |
|---|
| 8,230 |

**Results**

| $N_{sa}$ [lb] | $\phi_{steel}$ | $\phi\ N_{sa}$ [lb] | $N_{ua}$ [lb] |
|---|---|---|---|
| 8,230 | 0.750 | 6,172 | 1,711 |

Input data and results must be checked for conformity with the existing conditions and for plausibility!
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### 3.2 Bond Strength

$N_{ag} = \left(\frac{A_{Na}}{A_{Na0}}\right) \psi_{ec1,Na} \psi_{ec2,Na} \psi_{ed,Na} \psi_{cp,Na} N_{ba}$ ACI 318-14 Eq. (17.4.5.1b)

$\phi N_{ag} \geq N_{ua}$ ACI 318-14 Table 17.3.1.1

$A_{Na}$ see ACI 318-14, Section 17.4.5.1, Fig. R 17.4.5.1(b)

$A_{Na0} = (2 c_{Na})^2$ ACI 318-14 Eq. (17.4.5.1c)

$c_{Na} = 10 d_a \sqrt{\frac{\tau_{uncr}}{1100}}$ ACI 318-14 Eq. (17.4.5.1d)

$\psi_{ec,Na} = \left(\frac{1}{1 + \frac{e'_N}{c_{Na}}}\right) \leq 1.0$ ACI 318-14 Eq. (17.4.5.3)

$\psi_{ed,Na} = 0.7 + 0.3 \left(\frac{c_{a,min}}{c_{Na}}\right) \leq 1.0$ ACI 318-14 Eq. (17.4.5.4b)

$\psi_{cp,Na} = MAX\left(\frac{c_{a,min}}{c_{ac}}, \frac{c_{Na}}{c_{ac}}\right) \leq 1.0$ ACI 318-14 Eq. (17.4.5.5b)

$N_{ba} = \lambda_a \cdot \tau_{k,c} \cdot \pi \cdot d_a \cdot h_{ef}$ ACI 318-14 Eq. (17.4.5.2)

#### Variables

| $\tau_{k,c,uncr}$ [psi] | $d_a$ [in.] | $h_{ef}$ [in.] | $c_{a,min}$ [in.] | $\alpha_{overhead}$ | $\tau_{k,c}$ [psi] |
|---|---|---|---|---|---|
| 2,407 | 0.500 | 5.474 | 14.500 | 1.000 | 1,305 |

| $e_{c1,N}$ [in.] | $e_{c2,N}$ [in.] | $c_{ac}$ [in.] | $\lambda_a$ |
|---|---|---|---|
| 0.000 | 0.028 | 10.565 | 1.000 |

#### Calculations

| $c_{Na}$ [in.] | $A_{Na}$ [in.$^2$] | $A_{Na0}$ [in.$^2$] | $\psi_{ed,Na}$ |
|---|---|---|---|
| 7.363 | 290.50 | 216.87 | 1.000 |

| $\psi_{ec1,Na}$ | $\psi_{ec2,Na}$ | $\psi_{cp,Na}$ | $N_{ba}$ [lb] |
|---|---|---|---|
| 1.000 | 0.996 | 1.000 | 11,223 |

#### Results

| $N_{ag}$ [lb] | $\phi_{bond}$ | $\phi N_{ag}$ [lb] | $N_{ua}$ [lb] |
|---|---|---|---|
| 14,976 | 0.650 | 9,734 | 3,383 |

Input data and results must be checked for conformity with the existing conditions and for plausibility!
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### 3.3 Concrete Breakout Failure

$N_{cbg} = \left(\frac{A_{Nc}}{A_{Nc0}}\right) \psi_{ec,N}\ \psi_{ed,N}\ \psi_{c,N}\ \psi_{cp,N}\ N_b$ — ACI 318-14 Eq. (17.4.2.1b)

$\phi\ N_{cbg} \geq N_{ua}$ — ACI 318-14 Table 17.3.1.1

$A_{Nc}$ see ACI 318-14, Section 17.4.2.1, Fig. R 17.4.2.1(b)

$A_{Nc0} = 9\ h_{ef}^2$ — ACI 318-14 Eq. (17.4.2.1c)

$\psi_{ec,N} = \left(\frac{1}{1 + \frac{2\ e'_N}{3\ h_{ef}}}\right) \leq 1.0$ — ACI 318-14 Eq. (17.4.2.4)

$\psi_{ed,N} = 0.7 + 0.3\left(\frac{c_{a,min}}{1.5 h_{ef}}\right) \leq 1.0$ — ACI 318-14 Eq. (17.4.2.5b)

$\psi_{cp,N} = MAX\left(\frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}}\right) \leq 1.0$ — ACI 318-14 Eq. (17.4.2.7b)

$N_b = k_c\ \lambda_a\ \sqrt{f'_c}\ h_{ef}^{1.5}$ — ACI 318-14 Eq. (17.4.2.2a)

**Variables**

| $h_{ef}$ [in.] | $e_{c1,N}$ [in.] | $e_{c2,N}$ [in.] | $c_{a,min}$ [in.] | $\psi_{c,N}$ |
|---|---|---|---|---|
| 5.474 | 0.000 | 0.028 | 14.500 | 1.000 |

| $c_{ac}$ [in.] | $k_c$ | $\lambda_a$ | $f'_c$ [psi] |
|---|---|---|---|
| 10.565 | 17 | 1.000 | 3,000 |

**Calculations**

| $A_{Nc}$ [in.$^2$] | $A_{Nc0}$ [in.$^2$] | $\psi_{ec1,N}$ | $\psi_{ec2,N}$ | $\psi_{ed,N}$ | $\psi_{cp,N}$ | $N_b$ [lb] |
|---|---|---|---|---|---|---|
| 351.79 | 269.68 | 1.000 | 0.997 | 1.000 | 1.000 | 11,925 |

**Results**

| $N_{cbg}$ [lb] | $\phi_{concrete}$ | $\phi\ N_{cbg}$ [lb] | $N_{ua}$ [lb] |
|---|---|---|---|
| 15,503 | 0.650 | 10,077 | 3,383 |

Input data and results must be checked for conformity with the existing conditions and for plausibility!
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## 4 Shear load

| | Load $V_{ua}$ [lb] | Capacity $\phi$ $V_n$ [lb] | Utilization $\beta_V = V_{ua}/\phi$ $V_n$ | Status |
|---|---|---|---|---|
| Steel Strength* | 158 | 3,211 | 5 | OK |
| Steel failure (with lever arm)* | N/A | N/A | N/A | N/A |
| Pryout Strength (Bond Strength controls)** | 510 | 25,796 | 2 | OK |
| Concrete edge failure in direction x+** | 515 | 12,856 | 5 | OK |

* highest loaded anchor **anchor group (relevant anchors)

### 4.1 Steel Strength

$V_{sa}$ = ESR value refer to ICC-ES ESR-3814
$\phi$ $V_{steel} \geq V_{ua}$ ACI 318-14 Table 17.3.1.1

**Variables**

| $A_{se,V}$ [in.$^2$] | $f_{uta}$ [psi] |
|---|---|
| 0.14 | 58,000 |

**Calculations**

| $V_{sa}$ [lb] |
|---|
| 4,940 |

**Results**

| $V_{sa}$ [lb] | $\phi_{steel}$ | $\phi$ $V_{sa}$ [lb] | $V_{ua}$ [lb] |
|---|---|---|---|
| 4,940 | 0.650 | 3,211 | 158 |

Input data and results must be checked for conformity with the existing conditions and for plausibility!
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| Fastening point: | | | |

### 4.2 Pryout Strength (Bond Strength controls)

$V_{cpg} = k_{cp}\left[\left(\frac{A_{Na}}{A_{Na0}}\right) \psi_{ec1,Na}\ \psi_{ec2,Na}\ \psi_{ed,Na}\ \psi_{cp,Na}\ N_{ba}\right]$ ACI 318-14 Eq. (17.5.3.1b)

$\phi\ V_{cpg} \geq V_{ua}$ ACI 318-14 Table 17.3.1.1

$A_{Na}$ see ACI 318-14, Section 17.4.5.1, Fig. R 17.4.5.1(b)

$A_{Na0} = (2\ c_{Na})^2$ ACI 318-14 Eq. (17.4.5.1c)

$c_{Na} = 10\ d_a \sqrt{\frac{\tau_{uncr}}{1100}}$ ACI 318-14 Eq. (17.4.5.1d)

$\psi_{ec,Na} = \left(\frac{1}{1 + \frac{e'_N}{c_{Na}}}\right) \leq 1.0$ ACI 318-14 Eq. (17.4.5.3)

$\psi_{ed,Na} = 0.7 + 0.3\left(\frac{c_{a,min}}{c_{Na}}\right) \leq 1.0$ ACI 318-14 Eq. (17.4.5.4b)

$\psi_{cp,Na} = \text{MAX}\left(\frac{c_{a,min}}{c_{ac}}, \frac{c_{Na}}{c_{ac}}\right) \leq 1.0$ ACI 318-14 Eq. (17.4.5.5b)

$N_{ba} = \lambda_a \cdot \tau_{k,c} \cdot \pi \cdot d_a \cdot h_{ef}$ ACI 318-14 Eq. (17.4.5.2)

#### Variables

| $k_{cp}$ | $\alpha_{overhead}$ | $\tau_{k,c,uncr}$ [psi] | $d_a$ [in.] | $h_{ef}$ [in.] | $c_{a,min}$ [in.] | $\tau_{k,c}$ [psi] |
|---|---|---|---|---|---|---|
| 2 | 1.000 | 2,407 | 0.500 | 5.474 | 14.500 | 1,305 |

| $e_{c1,N}$ [in.] | $e_{c2,N}$ [in.] | $c_{ac}$ [in.] | $\lambda_a$ |
|---|---|---|---|
| 0.000 | 1.500 | 10.565 | 1.000 |

#### Calculations

| $c_{Na}$ [in.] | $A_{Na}$ [in.$^2$] | $A_{Na0}$ [in.$^2$] | $\psi_{ed,Na}$ |
|---|---|---|---|
| 7.363 | 428.59 | 216.87 | 1.000 |

| $\psi_{ec1,Na}$ | $\psi_{ec2,Na}$ | $\psi_{cp,Na}$ | $N_{ba}$ [lb] |
|---|---|---|---|
| 1.000 | 0.831 | 1.000 | 11,223 |

#### Results

| $V_{cpg}$ [lb] | $\phi_{concrete}$ | $\phi\ V_{cpg}$ [lb] | $V_{ua}$ [lb] |
|---|---|---|---|
| 36,851 | 0.700 | 25,796 | 510 |

Input data and results must be checked for conformity with the existing conditions and for plausibility!
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### 4.3 Concrete edge failure in direction x+

$V_{cbg} = \left(\frac{A_{Vc}}{A_{Vc0}}\right) \Psi_{ec,V} \Psi_{ed,V} \Psi_{c,V} \Psi_{h,V} \Psi_{parallel,V} V_b$ ACI 318-14 Eq. (17.5.2.1b)

$\phi V_{cbg} \geq V_{ua}$ ACI 318-14 Table 17.3.1.1

$A_{Vc}$ see ACI 318-14, Section 17.5.2.1, Fig. R 17.5.2.1(b)

$A_{Vc0} = 4.5 c_{a1}^2$ ACI 318-14 Eq. (17.5.2.1c)

$\Psi_{ec,V} = \left(\frac{1}{1 + \frac{2e'_v}{3c_{a1}}}\right) \leq 1.0$ ACI 318-14 Eq. (17.5.2.5)

$\Psi_{ed,V} = 0.7 + 0.3\left(\frac{c_{a2}}{1.5c_{a1}}\right) \leq 1.0$ ACI 318-14 Eq. (17.5.2.6b)

$\Psi_{h,V} = \sqrt{\frac{1.5c_{a1}}{h_a}} \geq 1.0$ ACI 318-14 Eq. (17.5.2.8)

$V_b = \left(7\left(\frac{l_e}{d_a}\right)^{0.2}\sqrt{d_a}\right) \lambda_a \sqrt{f'_c} c_{a1}^{1.5}$ ACI 318-14 Eq. (17.5.2.2a)

**Variables**

| $c_{a1}$ [in.] | $c_{a2}$ [in.] | $e_{cV}$ [in.] | $\Psi_{c,V}$ | $h_a$ [in.] |
|---|---|---|---|---|
| 14.500 | - | 0.502 | 1.000 | 12.000 |

| $l_e$ [in.] | $\lambda_a$ | $d_a$ [in.] | $f'_c$ [psi] | $\Psi_{parallel,V}$ |
|---|---|---|---|---|
| 4.000 | 1.000 | 0.500 | 3,000 | 1.000 |

**Calculations**

| $A_{Vc}$ [in.$^2$] | $A_{Vc0}$ [in.$^2$] | $\Psi_{ec,V}$ | $\Psi_{ed,V}$ | $\Psi_{h,V}$ | $V_b$ [lb] |
|---|---|---|---|---|---|
| 582.00 | 946.13 | 0.977 | 1.000 | 1.346 | 22,689 |

**Results**

| $V_{cbg}$ [lb] | $\phi_{concrete}$ | $\phi V_{cbg}$ [lb] | $V_{ua}$ [lb] |
|---|---|---|---|
| 18,366 | 0.700 | 12,856 | 515 |

## 5 Combined tension and shear loads

| $\beta_N$ | $\beta_V$ | $\zeta$ | Utilization $\beta_{N,V}$ [%] | Status |
|---|---|---|---|---|
| 0.348 | 0.049 | 5/3 | 18 | OK |

$\beta_{NV} = \beta_N^{\zeta} + \beta_V^{\zeta} <= 1$

Input data and results must be checked for conformity with the existing conditions and for plausibility!
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## 6 Warnings

- The anchor design methods in PROFIS Engineering require rigid anchor plates per current regulations (AS 5216:2021, ETAG 001/Annex C, EOTA TR029 etc.). This means load re-distribution on the anchors due to elastic deformations of the anchor plate are not considered - the anchor plate is assumed to be sufficiently stiff, in order not to be deformed when subjected to the design loading. PROFIS Engineering calculates the minimum required anchor plate thickness with CBFEM to limit the stress of the anchor plate based on the assumptions explained above. The proof if the rigid anchor plate assumption is valid is not carried out by PROFIS Engineering. Input data and results must be checked for agreement with the existing conditions and for plausibility!
- Condition A applies where the potential concrete failure surfaces are crossed by supplementary reinforcement proportioned to tie the potential concrete failure prism into the structural member. Condition B applies where such supplementary reinforcement is not provided, or where pullout or pryout strength governs.
- Design Strengths of adhesive anchor systems are influenced by the cleaning method. Refer to the INSTRUCTIONS FOR USE given in the Evaluation Service Report for cleaning and installation instructions.
- For additional information about ACI 318 strength design provisions, please go to https://submittals.us.hilti.com/PROFISAnchorDesignGuide/
- Installation of Hilti adhesive anchor systems shall be performed by personnel trained to install Hilti adhesive anchors. Reference ACI 318-14, Section 17.8.1.

**Fastening meets the design criteria!**

Input data and results must be checked for conformity with the existing conditions and for plausibility!
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## 7 Installation data

Profile: Square HSS (AISC), HSS4X4X.25; (L x W x T) = 4.000 in. x 4.000 in. x 0.250 in.

Hole diameter in the fixture: $d_f$ = - in.

Plate thickness (input): 0.250 in.

Recommended plate thickness: not calculated

Drilling method: Hammer drilled

Cleaning: Compressed air cleaning of the drilled hole according to instructions for use is required

Anchor type and diameter: HIT-RE 500 V3 + HAS-V-36 (ASTM F1554 Gr.36) 1/2

Item number: 2198022 HAS-V-36 1/2"x6-1/2" (element) / 2123401 HIT-RE 500 V3 (adhesive)

Maximum installation torque: 360 in.lb

Hole diameter in the base material: 0.562 in.

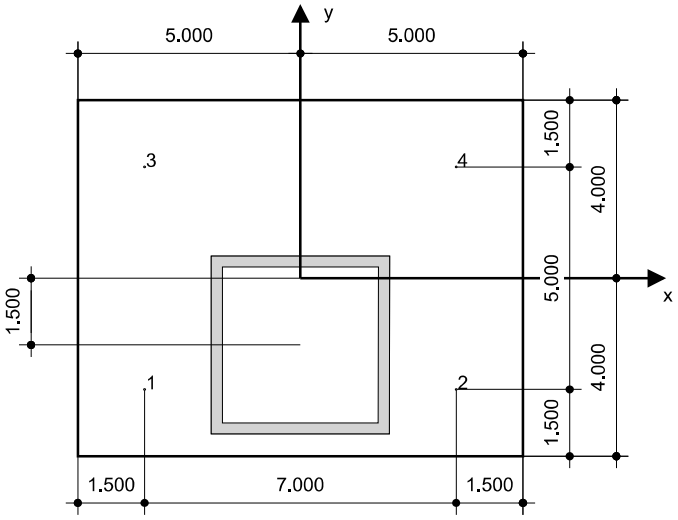
Hole depth in the base material: 5.474 in.

Minimum thickness of the base material: 6.724 in.

1/2 Hilti HAS Carbon steel threaded rod with Hilti HIT-RE 500 V3

### 7.1 Recommended accessories

| Drilling | Cleaning | Setting |
|---|---|---|
| • Suitable Rotary Hammer<br>• Properly sized drill bit | • Compressed air with required accessories to blow from the bottom of the hole<br>• Proper diameter wire brush | • Dispenser including cassette and mixer<br>• Torque wrench |




**Coordinates Anchor [in.]**

| Anchor | x | y | $c_{-x}$ | $c_{+x}$ | $c_{-y}$ | $c_{+y}$ |
|---|---|---|---|---|---|---|
| 1 | -3.500 | -2.500 | 14.500 | 21.500 | - | - |
| 2 | 3.500 | -2.500 | 21.500 | 14.500 | - | - |
| 3 | -3.500 | 2.500 | 14.500 | 21.500 | - | - |
| 4 | 3.500 | 2.500 | 21.500 | 14.500 | - | - |

Input data and results must be checked for conformity with the existing conditions and for plausibility!
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| Fastening point: | | | |

## 8 Remarks; Your Cooperation Duties

- Any and all information and data contained in the Software concern solely the use of Hilti products and are based on the principles, formulas and security regulations in accordance with Hilti's technical directions and operating, mounting and assembly instructions, etc., that must be strictly complied with by the user. All figures contained therein are average figures, and therefore use-specific tests are to be conducted prior to using the relevant Hilti product. The results of the calculations carried out by means of the Software are based essentially on the data you put in. Therefore, you bear the sole responsibility for the absence of errors, the completeness and the relevance of the data to be put in by you. Moreover, you bear sole responsibility for having the results of the calculation checked and cleared by an expert, particularly with regard to compliance with applicable norms and permits, prior to using them for your specific facility. The Software serves only as an aid to interpret norms and permits without any guarantee as to the absence of errors, the correctness and the relevance of the results or suitability for a specific application.
- You must take all necessary and reasonable steps to prevent or limit damage caused by the Software. In particular, you must arrange for the regular backup of programs and data and, if applicable, carry out the updates of the Software offered by Hilti on a regular basis. If you do not use the AutoUpdate function of the Software, you must ensure that you are using the current and thus up-to-date version of the Software in each case by carrying out manual updates via the Hilti Website. Hilti will not be liable for consequences, such as the recovery of lost or damaged data or programs, arising from a culpable breach of duty by you.

Input data and results must be checked for conformity with the existing conditions and for plausibility!
PROFIS Engineering ( c ) 2003-2024 Hilti AG, FL-9494 Schaan Hilti is a registered Trademark of Hilti AG, Schaan

**EXHIBIT D**
**TO**
**CONSTRUCTION CONTRACT**
**BETWEEN**
**CITY OF BUCKEYE**
**AND**
**WALKER RIVER CONSTRUCTION, INC.**

(Insurance Requirements)

See following pages.

**INSURANCE**

1. Concurrently with the execution of the Contract, the Contractor shall furnish the City of Buckeye a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the State of Arizona.

2. Contractor, subcontractors and subconsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

    A. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

    B. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, subcontractors or subconsultants and Contractor is free to purchase such additional insurance as may be determined necessary.

    C. Minimum Scope and Limits of Insurance. Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

    (i) Commercial General Liability-Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability and XCU coverage.

| | |
|---|---|
| General Aggregate | $2,000,000 |
| Products-Completed Operations Aggregate | $2,000,000 |
| Personal & Advertising Injury | $1,000,000 |
| Each Occurrence | $1,000,000 |

The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

(a) Automobile Liability- Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract

| | |
|---|---|
| Combined Single Limit (CSL) | $1,000,000 |

The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor" including automobiles owned, leased, hired or borrowed by the Contractor."

(b) Workers Compensation and Employers Liability

| Workers Compensation | Statutory |
|---|---|
| Employers' Liability | |
| Each Accident | $ 1,000,000 |
| Disease-Each Employee | $ 1,000,000 |
| Disease-Policy Limit | $ 1,000,000 |

The policy shall contain a waiver of subrogation against the City of Buckeye.

(c) Professional Liability

| | |
|---|---|
| Each Claim | $2,000,000 |
| Annual Aggregate | $2,000,000 |

(i) The required professional liability coverage must cover work done or to be done or on the behalf of the Contractor.

(ii) In the event that professional liability insurance required by this Contract is written on a "claims made" basis, coverage shall be maintained for two years past completion and acceptance of the Work or services required by this Contract.

(iii) Should the Contract include the services of design as an integral part of the work, any professional liability shall specifically delete any design-build or similar exclusions that could compromise coverage's because of the design-build delivery of the Project.

(d) Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than $5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

(e) Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

(i) On insurance policies where the City of Buckeye is named as an additional insured, the City of Buckeye shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

(ii) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(iii) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

(f) Sub consultant's and Subcontractor's Insurance. Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. All coverage's for subcontractors and sub CONTRACTOR'S shall be appropriate to cover all of its work performed herein.

(g) Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

William Kauppi
Chief Financial Officer, Finance
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

(h) Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than A -. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

(i) Verification of Coverage:

(i) Contractor shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *Any policy endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.*

*(ii)* All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract or the signing of this Contract and remain in effect for the duration of the Project. Failure to

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

*(iii)* All certificates of insurance required by this Contract shall be sent directly to the City of Buckeye, Contracts Manager. The contract number and project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

(j) Approval. Any modification or variation from the insurance requirements in this Contract shall be approved by the City, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

(k) Approval, disapproval or failure to act by the City regarding any insurance supplied by Contractor or its Subcontractors shall not relieve Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. Neither the bankruptcy or insolvency of Contractor's insurer nor any denial of liability by Contractor's insurer shall exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

**EXHIBIT E**
**TO**
**CONSTRUCTION CONTRACT**
**BETWEEN**
**CITY OF BUCKEYE**
**AND**
**WALKER RIVER CONSTRUCTION, INC.**

(Payment and Performance Bonds)

See following pages.

**PAYMENT BOND**

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

_____
Name of CONTRACTOR

_____
Address of CONTRACTOR

a _____, hereinafter called PRINCIPAL and
(Corporation), (Partnership) or (Individual)

_____
Name of SURETY

_____
Address of SURETY
hereinafter called SURETY, are held and firmly bound unto

City of Buckeye
Name of OWNER

530 East Monroe Avenue, Buckeye, AZ 85326
Address of OWNER

hereinafter called OWNER, in the total aggregate penal sum of _____
Dollars ($_____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that, whereas the PRINCIPAL entered into a certain contract with the OWNER, DATED THE _____day of _____ , 20__, a copy of which is hereto attached and made a part of the construction contract for _____.

**NOW, THEREFORE,** the condition of this obligation is such, that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

**PROVIDED, HOWEVER,** that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, A.R.S., and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of title 34, chapter 2, article 2, A.R.S., to the same extent as if they were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

**IN WITNESS WHEREOF**, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

PRINCIPAL'S ATTEST:

PRINCIPAL

By: _____

Attorney-in-Fact

(SEAL) Address: _____

SURETY'S ATTEST:

SURETY

By: _____

Attorney-in-Fact

(SEAL) Address: _____

***PLEASE NOTE**:*

1. *Date of BOND must not be prior to date of CONTRACT.*
2. *If CONTRACTOR is partnership, all partners should execute BOND.*
3. *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*
4. *Use of this form as an instrument of SURETY for this project is not mandatory. Use of other forms normally deemed acceptable in the State wherein the project is located may be allowed.*

## PERFORMANCE BOND

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

_____
Name of CONTRACTOR

_____
Address of CONTRACTOR

a _____, hereinafter called PRINCIPAL and
(*Corporation), (Partnership) or (Individual)*

_____
Name of SURETY

_____
Address of SURETY

hereinafter called SURETY, are held and firmly bound unto

City of Buckeye
Name of OWNER

530 East Monroe Avenue, Buckeye, AZ 85326
Address of OWNER

hereinafter called OWNER, in the total aggregate penal sum of _____ _____ Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that, whereas the PRINCIPAL entered into a certain contract with the OWNER, DATED THE _____day of _____ , 20__, a copy of which is hereto attached and made a part of the construction contract for _____.

**NOW, THEREFORE,** the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

**PROVIDED, HOWEVER,** that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, A.R.S., and all liabilities on this bond shall be determined in accordance with the provisions of title 34, chapter 2, article 2, A.R.S., to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

**IN WITNESS WHEREOF**, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

PRINCIPAL'S ATTEST:

_____
PRINCIPAL

By: _____
Attorney-in-Fact

(SEAL) Address: _____

_____
Witness as to PRINCIPAL

_____
Address

SURETY'S ATTEST:

_____
SURETY

By: _____

(SEAL) Address: _____

_____
Witness as to SURETY

_____
Address

***PLEASE NOTE**:*

1. *Date of BOND must not be prior to date of CONTRACT.*
2. *If CONTRACTOR is partnership, all partners should execute BOND.*
3. *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*
4. *Use of this form as an instrument of SURETY for this project is not mandatory. Use of other forms normally deemed acceptable in the State wherein the project is located may be allowed.*

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.Y. CS - Approval and Ratification of Sublease between City of Buckeye and Mirna's Place, Inc. |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** |
| **STAFF LIAISON:** Miranda Gomez, Community Services Director, mgomez@buckeyeaz.gov, (623) 693-1578 | |
| **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
The City of Buckeye maintains a lease agreement with Arizona Public Service Company (APS) for the property known as Rodeo Grounds. In May 2024 the City of Buckeye received consent from APS, the Lessor of the property, to enter into a sublease agreement for a portion of the premises leased to City of Buckeye. On May 29, the City of Buckeye entered into a sublease agreement with Mirna's Place, Inc., a nonprofit corporation, for a one-year term, with the possibility of a 1-year renewal term. Mirna's Place, Inc. provides much needed services to the Buckeye Community and will operate the non-profit business from the leased premises. By virtue of the sublease, Mirna's Place, Inc. assumes the city's obligation under the original lease. Mirna's Place has provided proof of insurance and has named the City of Buckeye as an additional insured under the general commercial liability policy held by Mirna's Place, Inc. This council action will ratify the sublease between Mirna's Place, Inc. and the City of Buckeye.

**BENEFITS:**
Mirna's Place, Inc., is a nonprofit organization whose mission to bridge the gap between people, businesses, organizations to address the greatest needs of the community is beneficial to the public and City of Buckeye residents.

**FINANCIAL IMPACT STATEMENT:**
$1.00

**CURRENT FISCAL YEAR TOTAL COST:**
$0.00

**BUDGETED:**
No

**FISCAL YEAR:**
FY25

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
Sublease Agreement - Rodeo Grounds.pdf

## SUBLEASE OF LEASE AGREEMENT

This Sublease of the Lease Agreement (the ("Sublease") is made this 29 day of May, 2024, by and between the **CITY OF BUCKEYE** an Arizona municipal corporation ("Sublessor"), and **MIRNA'S PLACE, INC.**, an Arizona nonprofit corporation ("Sublessee"). Sublessor and Sublessee are hereinafter referred to individually as a "Party" and collectively as the "Parties."

## RECITALS

A. Sublessor is presently the Lessee under that certain lease and tenancy described as follows: Lease Agreement between First American Title Insurance Company ("Trust") dated May 1, 2024 and recorded at Instrument No. 2014-0237007 in the Official Records of Maricopa County, regarding property located at 802 North 1st Street, Buckeye Arizona 85326 (the "Lease"). (Copy attached as **Exhibit A** hereto.)

B. Sublessor has agreed to sublet to Sublessee the Lease, subject to the terms and conditions of the Lease and the Trust has consented to the sublease, subject to the conditions outlined in the letter dated May 21, 2024, attached hereto as **Exhibit B** ("Consent Letter").

FOR VALUABLE CONSIDERATION, it is agreed as follows:

1. Incorporation. The recitals set forth above are incorporated in and made a portion of this agreement by this reference.

2 Sublease. Sublessor hereby subleases to and Sublessee leases from Sublessor the property described in the Lease. Sublessee agrees to be bound to conform with and comply with all terms of the Lease except that the duties and obligations of Sublessee shall be contractually due to and enforceable by Sublessor and, unless instructed otherwise by Sublessor, Sublessee shall pay all sums due and accruing under the Lease to Sublessor. Sublessee shall remit the rents and other charges to Landlord under the Lease.

3. Term. The term of this Sublease shall be for one-year commencing on the date first written above ("Effective Date") (the "Initial Term") and expiring three hundred sixty five (365) days following the Effective Date, unless extended pursuant to this Article 3 or terminated earlier pursuant to the terms of this Sublease. This Sublease may be extended for one additional one-year term ("Renewal Term") by Sublessee notifying the Sublessor in writing no later than thirty (30) days prior to the expiration of the Initial Term.

4. Status of Lease. Sublessor represents that payments on the Lease are presently current, that no party is presently in default under the Lease and that the Lease remains in force and effect.

5. Termination. Either Sublessor or Sublessee may terminate this Sublease at any time upon thirty days (30) prior written notice and as otherwise provided in Article 12 of the Lease.

6. Use. Sublessee shall only use the leased premises for the usual and customary operations associated with the receipt, storage, sorting and redistribution of goods provided to the Sublessee. The Rodeo Arean and bleachers shall not be used for any purpose by the Sublessee.

7. Binding Effect. This Sublease shall inure to the benefit of and shall be binding upon, the Parties hereto and their respective successors and allowed assigns. Sublessor shall have all rights available at law and equity in the event of any default under the Lease or this Sublease, including that Sublessor may retake possession of the premises with or without termination of this Sublease and may file suit and shall be entitled to judgment for the full amount of the balance of Lease payments through the term of the Lease but it shall credit against any such judgment, any rents it may receive from its thereafter assigning the Lease or subleasing the property.

8. Choice of Law. This Sublease shall be construed in accordance with the laws of the State of Arizona.

9. Counterparts. This Sublease may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

10. Attorneys' Fees. Reasonable attorneys' fees shall be awarded to the prevailing party in any action for breach of this Sublease or to declare the terms hereof.

11. Indemnification. To the extent permitted by law, Sublessee shall indemnify and defend and save Sublessor and Arizona Public Service Company (and the employees, agents and officers of both Sublessor and Arizona Public Service Company) harmless from any and all claims of third parties for injury to or death of any person or loss of or damage to any tangible property arising out of or resulting from any act, fault or negligence of Sublessee, its employees, agents, volunteers, or contactors in connection with Sublessee's use of the Leased Premises, provided that the indemnification obligation provided for in this Sublease shall not extend to injury to or death of any person or loss of or damage to any tangible property to the extent such results form the act, fault or negligence of Sublessor or Arizona Public Service Company, or those over whom Lessor exercises the right of control. Sublessee shall not be liable to Sublessor or Arizona Public Service Company for special, indirect or consequential damages resulting from its breach of this Sublease or its indemnity under this Article 11.

12. Consent Letter. Sublessee agrees to comply with the conditions described in the Consent Letter attached hereto as **Exhibit B**.

[signatures appear on following pages]

**SUBLESSEE:**

**MIRNA'S PLACE, INC.**, An Arizona non-profit corporation

By Mirna H. Tomsic

It's President

STATE OF ARIZONA )
) ss.
COUNTY OF )

On this 29th day of May, 2024, before me the undersigned Notary Public, personally appeared Mirna Tomsic, the President of MIRNA's PLACE, INC., and being authorized so to do, acknowledges that she executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

Lizbeth Camacho
Notary Public
Maricopa County, Arizona
My Comm. Expires 03-24-27
Commission No. 643910

Lizbeth Camacho
NOTARY PUBLIC

My commission expires: 3/24/2027

**SUBLESSOR:**

**CITY OF BUCKEYE, ARIZONA**, an Arizona municipal corporation

By _____

It's City Manager

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____ for K. Scott McCoy
K. Scott McCoy, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 29th day of May, 2024, before me personally appeared Dan Cotterman, the City Manager of the CITY OF BUCKEYE, ARIZONA, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Sublease of Lease Agreement on behalf of the City.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

KAITLYNN REEVES
Notary Public - Arizona
MARICOPA COUNTY
Commission # 622825
Expires February 7, 2026

_____
Notary Public in and for the State of Arizona

[additional signature on following page]

**EXHIBIT "A"**
**Lease Agreement**

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20140237007 04/14/2014 08:01
ELECTRONIC RECORDING

201404141mjb-10-1-1--
Yorkm

LFA 030
NW 05 1S 3W
400-19-014
33.374882, -112.589447
MJB / DMS

# LEASE AGREEMENT

1. PARTIES:

THIS LEASE is made and executed as of the 1st day of May, 2014 by and between **First American Title Insurance Company**, a California corporation, successor of ATI Title Agency of Arizona, formerly known as USLife Title Company of Arizona, an Arizona corporation, Trustee under Trust #530 (the "Trust") (hereinafter "Lessor"), and the **City of Buckeye**, a municipal corporation of the State of Arizona (hereinafter "Lessee"), sometimes collectively referred to as the "Parties".

2. RECITALS:

2.1 Lessor is the Trustee of certain real property located in the city of Buckeye, Maricopa County, State of Arizona.

2.2 The Lessor desires to lease to the Lessee, and the Lessee desires to lease from the Lessor a parcel of unimproved real estate, referred to in Section 3 of this Lease, upon the terms and conditions contained herein.

3. THE LEASED PREMISES

3.1 Real Property. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor for the term, at the rental and pursuant to the provisions set forth herein, the real property (the "Leased Premises") which is described in the legal description attached hereto as Exhibit "A" and shown on Exhibit "B", which is incorporated herein by reference, for the purpose of community events and vehicular parking, together with the right of ingress to and egress from the Leased Premises.

3.2 Water Conveyance Pipeline. Lessee acknowledges that the Palo Verde Water Conveyance Pipeline ("Pipeline") is located adjacent to the Leased Premises and that the Pipeline has not been leased to Lessee Lessee further acknowledges and agrees that its use and occupancy of the Lease Premises is subordinate to and subject to the operation, maintenance, repair, upgrade, removal and other activities related to the Pipeline and accordingly, Lessee shall not undertake any activity on the Leased Premises which shall impede or conflict with the Pipeline

4 TERM OF LEASE:

4.1 Initial Term. The Initial Term of this Lease shall commence on the first date mentioned above, and shall continue for a period of one year thereafter ending on April 30, 2015 This Lease shall thereafter automatically extend from year to year thereafter upon the same terms and conditions unless either Party elects to terminate after the expiration of the Initial Term pursuant to Section 12 of this Lease.

5. RENT:

5.1 Rent. In consideration for leasing the Leased Premises Lessee shall (i) pay to Lessor during the Initial Term of this Lease, and any extension, without setoff or deduction, one dollar ($1.00) per year as land rent.

6. CONSTRUCTION, IMPROVEMENTS AND ALTERATIONS:

6.1 Environmental Report. Lessor has obtained an environmental report (Phase 1 ESA) for the Leased Premises dated February 21, 2014. This report shows that no recognized environmental conditions were identified on the Leased Premises as of this date. Upon termination of this lease, Lessor will conduct another study and if any violation of environmental laws are identified due to Lessee's use of the Leased Premises, Lessee agrees to mitigate all those impacts to the Leased Premises caused by Lessee's use of the Leased Premises "Environmental Laws" shall mean all federal, state, and local laws and regulations relating to pollution or protection of human health or the environment (including without limitation ambient air, surface, water, ground water, land surface or subsurface strata), including without limitation laws and regulations relating to emissions, discharges, releases or threatened releases of hazardous materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of hazardous materials. Environmental Laws include but are not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, the Resource Conservation and Recovery Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, the Toxic Substances Control Act, as amended, the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

6.2 Construction Costs. Lessee shall not make any improvements of a permanent nature without prior written approval of the Lessor, which shall not be unreasonably withheld, conditioned or delayed. The entire cost of any improvements shall be paid by Lessee Lessee shall keep the Leased Premises and the improvements to be constructed thereon at all times free and clear of all liens and encumbrances arising out of or claimed by reason of any work performed, material furnished or obligations incurred by or at the instance of Lessee and shall indemnify, defend and save Lessor harmless for all such liens or claims of lien and all attorney's fees and other costs and expenses incurred by reason thereof to the extent permitted by law.

6.3 Personal Property, Equipment and Fixtures. Upon the termination of this Lease, all personal property, equipment, pipe and fixtures installed by Lessee shall be removed and Lessee shall repair any damage or injury to the Leased Premises or fence occasioned by the removal thereof. Upon termination of this Lease, Lessee shall return the Leased Premises to Lessor in approximately the same condition in which it was leased to Lessee, ordinary wear and tear excepted, unless otherwise instructed by an authorized representative of Lessor.

6.4 Repairs and Ordinary Maintenance. From and after commencement date stated in Section 4.1 of this Lease, Lessee, at its sole cost and expense, shall keep and maintain the Leased Premises and improvements and personal property thereon in good order and repair, ordinary wear and tear excepted, and the Leased Premises shall be maintained in a clean, sanitary and neat condition, consistent with all applicable federal, state, county, and city laws, rules, regulations and ordinances, including, without limitation, those relating to environmental, health and sanitation.

6.5 Dust Control; Compliance with Applicable Laws. All dust control required for Lessee's use of the Leased Premises or required by any law, rule, regulation or ordinance shall be at the cost of Lessee. Dust control shall include, without limitation, installation of gravel and/or pavement.

7. INSURANCE

7.1 Personal Property. It shall be Lessee's responsibility to carry and maintain, at Lessee's sole expense, all insurance to cover Lessee's personal property.

7.2 Casualty Insurance. Lessee shall maintain in force throughout the Initial Term of this Lease and any extensions thereof, lines of insurance that it customarily maintains in respect to its operations. Lessee may self insure any portion of such insurance.

8. USE OF PREMISES:

8.1 Use. The Leased Premises are being leased to Lessee for the sole purpose of community events and vehicular parking. Lessee agrees to not loosen/rip the soil to a depth greater than eighteen (18) inches, or change the existing grade of the surface, without written consent of the Lessor. Lessee shall not construct any unlined trenches on the Leased Premises, nor shall Lessee construct any lined trenches to a depth of more than twelve (12) inches on the Leased Premises. Moreover, the Lessee shall not use the Leased Premises for any other purpose without first obtaining the prior written consent of the Lessor. It is not the intent of this Lease Agreement to allow Lessee to change or restrict any existing water rights or water use on the Leased Premises or any of Lessor's adjacent properties. The Lessee shall not permit any vehicle having a weight distribution in excess of that permitted on state highways by Arizona Revised Statutes Section 28-1100, to be operated, parked or otherwise placed upon the Leased Premises without the prior written consent of Lessor. Lessee agrees that in using the Leased Premises it shall at all times possess all necessary construction or operating permits and licenses.

8.2 Hazardous Substances. Lessee shall not sell, store, use, or permit to be brought upon or remain in or about the Leased Premises any article, material, or substance that could be considered or that could become toxic, hazardous, or which are otherwise regulated substances under any federal, state, or local laws without the prior written consent of Lessor

9. UTILITIES:

Lessee shall pay for any water, gas, electricity, telephone or trash removal services, and all other services and utilities used on the Leased Premises, whether supplied by Lessor, private entities and corporations or municipal and other governmental agencies

10. ASSIGNMENT AND SUBLETTING:

Lessee shall not assign or sublet this Lease without the prior written consent of Lessor. A consent to one assignment shall not be deemed a consent to any subsequent assignment. In the event the Lessee assigns this Lease or any interest herein, or sublets the Leased Premises or any portion thereof, such unauthorized assignment or sublease shall be void and nonbinding upon Lessor, and the Lessee shall not thereby be relieved from any responsibility to pay the rental as provided for herein, or from any of the other terms and conditions of this Lease. Notwithstanding the foregoing, Lessee may allow third parties ("Lessee's Permittees") to use the Leased Premises to conduct events, provided such third party use complies with

the provisions of Section 8 of this Lease. Any use by Lessee's Permittees shall not release the Lessee from any liability or obligation under this Lease."

11. ASSESSMENTS:

11.1 Real Property. Lessor shall pay all real property taxes assessed against the Leased Premises as unimproved realty and any improvements thereon which were constructed by or for the benefit of Lessee.

11.2 Contest. Lessee shall have the right to contest any assessment, levy or bond, or other charge payable by Lessee, and Lessee agrees to indemnify, defend and hold Lessor (including its employees and agents) harmless from and against all losses, costs, damages, expenses, interest and/or penalties of any kind or nature arising directly or indirectly out of such contest, and to pay any judgment that may be obtained forthwith.

12. TERMINATION:

Either Lessor or Lessee may terminate this Lease at any time after expiration of the Initial Term upon thirty (30) days' prior written notice.

13. DEFAULT AND TERMINATION:

13.1 Events of Default. Lessee shall be deemed to be in material default of this Lease, and Lessor may therefor terminate if:

(a) Lessee should fail to make payment of rent or other money obligation when due and after receiving ten (10) days' prior written notice of such non-payment from Lessor;

(b) Lessee should fail to observe or perform any other provision of this Lease where such failure continues unremedied for thirty (30) consecutive days after receipt of written notice from Lessor; provided, however, that if the nature of the failure is such that more than thirty (30) days are required for performance, Lessee shall not be deemed to be in default if Lessee promptly commences substantial remedial performance within thirty (30) days and thereafter diligently proceeds to completion.

14 CONDEMNATION:

If any part of the Leased Premises shall be taken for public or quasi-public use by right of eminent domain, or transferred by agreement in connection with such public or quasi-public use, with or without any condemnation action or proceeding being instituted, and Lessor and Lessee agree that the remainder is not sufficient for the use as stated herein, this Lease shall terminate as of the date title shall vest in the condemnor. All compensation or damages awarded upon such taking or transfer of the Leased Premises and improvements, if any, constructed by Lessor upon the Leased Premises shall be paid to Lessor, and all compensation or damages awarded for the improvements constructed by the Lessee shall be paid to the Lessee.

15. INDEMNIFICATION:

To the extent permitted by law, Lessee shall indemnify and defend and save Lessor (including its employees and agents) harmless from any and all claims of third parties for injury to or death of any person or loss of or damage to any tangible property arising out of or resulting from any act, fault or negligence of Lessee, its employees, agents, contractors in connection with its use of the Leased Premises, provided that the indemnification obligation provided for in this Lease shall not extend to injury to or death of any person or loss of or damage to any tangible property to the extent such results from the act, fault or negligence of Lessor, or those over whom Lessor exercises the right of control. Lessee shall not be liable to Lessor for special, indirect or consequential damages resulting from its breach of this Lease or its indemnity under this Article 15.

16. MISCELLANEOUS:

16.1 Notices Any notices required or permitted to be served hereunder or by law must be given in writing, either by personal delivery or by mailing by United States mail, postage prepaid, certified or registered mail, addressed as follows:

To Lessee: City of Buckeye
Community Services Department
530 East Monroe Avenue
Buckeye, AZ 85326
Attn. Cheryl Sedig
Phone 623-349-6302

To Lessor: Arizona Public Service Company
Land Services Department
P.O. Box 53933 Station 3286
Phoenix, AZ 85072-3999
Attn Mike Bouche, Senior Land Agent
Phone 602-371-7033

or such other place or places as any of the parties hereto may from time to time designate in writing.

16.2 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to its laws or procedures relating to Conflicts of Laws.

16.3 Attorneys' Fees. In the event any action is brought to enforce the terms, covenants and conditions of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees to be fixed by the court, together with discovery and investigation costs.

16.4 Waiver. No waiver of any breach of any of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements and conditions hereof.

16.5 Entire Agreement. This Lease contains the entire agreement of the Parties hereto with respect to the matters covered thereby, and no other agreement, statement or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein shall be binding or valid.

16.6 Lease Binding Upon Successors and Assigns. Each of the terms, covenants and conditions of this Lease shall extend to and be binding on and inure to the benefit of the Lessor and the Lessee, and their successors and assigns.

16.7 Relationship of Parties. The relationship of the Parties hereto is that of Lessor and Lessee. It is expressly understood and agreed that Lessor does not in any way nor for any purpose become a partner, joint venturer, or agent of Lessee in the conduct of Lessee's operations or otherwise.

16.8 Time of the Essence. Time is expressly declared to be of the essence of this Lease.

16.9 Construction and Effect. This Lease and each of its provisions are to be construed fairly and reasonably and not strictly for or against either party. The Article and Section titles used herein are for convenience only and are not to be considered in the construction of this Lease. Genders, tenses and numbers are used for convenience and shall be read and construed according to the fair and reasonable meaning which may apply.

16.10 Partial Invalidity. If any term or provision of this Lease is held to be void, invalid or unenforceable by a court of competent jurisdiction, the same shall be severable from the remainder of this Lease and shall not affect or render invalid, void or unenforceable any other provision or term of this Lease

16.11 Quiet Enjoyment. Lessor warrants that it owns the Leased Premises. Upon payment by Lessee of the rents herein provided, and upon the observance and performance of all of the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Leased Premises for the term without hindrance or equitably claiming by, through or under Lessor.

16.12 Counterparts. This Lease may be executed in one or more counterparts which, taken together, shall constitute one agreement

16 13 Subordination. Lessee shall subordinate its right hereunder to the lien of any mortgage, deed of trust or other encumbrance now or hereafter placed against the Leased Premises by Lessor and to all renewals, replacements, consolidations and extensions thereof.

16.14 A.R.S. Section 38-511. Notice is hereby given that the provisions of ARS Section 38-511 are applicable to this Lease and are hereby incorporated herein as though set forth in its entirety.

16.15 Budget Law and Non-appropriation. Lessee is obligated only to pay its obligations set forth in this Lease as may lawfully be made from funds appropriated and budgeted for that purpose during Lessee's then current fiscal year. The Lessee's obligations under this Lease are current expenses subject to the "budget law" and the unfettered legislative decision of the Lessee concerning budgeted purposes and appropriation of funds. Should Lessee elect not to appropriate and budget funds to pay its Lease obligations, this Lease shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and Lessee shall be relieved of any

subsequent obligation under this Lease. The parties agree that the Lessee has no obligation or duty of good faith to budget or appropriate the payment of the obligations found in this Lease in any budget in any fiscal year other than the fiscal year in which this Lease is executed and delivered. Lessee shall be the sole judge and authority in determining the availability of funds for its obligations under this Lease and Lessee shall keep the other party informed as to the availability of funds for this Lease The obligation Lessee to make any payment pursuant to this Lease is not a general obligation or indebtedness of Lessee. The Lessor hereby waives any and all rights to bring any claim against the Lessee from or relating in any way to Lessee's termination of this Lease pursuant to this Section 16.15.

IN WITNESS WHEREOF, this Lease has been executed by the Parties hereto as of the date and year first hereinabove written.

LESSOR:
**First American Title Insurance Company,**
a California corporation, Trustee for Trust 530,
and not personally "Trustee"

By: Charlotte A. Knoll
Charlotte A. Knoll

Title: Senior Trust Officer, Trust 530

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LESSEE:
**City of Buckeye,**
a municipal corporation ~~of the State~~ of Arizona

Signature: Jackie Taylor

Name: Jackie A Meck

Title: MAYOR

---

Acknowledged by Arizona Public Service Company on its own behalf and as the Operating Agent of the Participating Owners in the Arizona Nuclear Power Project.

Signature

Name: James Looney
Title: Section Leader, Land Services Department

EXHIBIT "A"

That part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Five (5), Township One South (1S), Range Three West (3W) of the Gila and Salt River Meridian in the Town of Buckeye, Maricopa County, State of Arizona, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 5; thence South 00° 25' 18" West along the East line of said Northwest Quarter of the Northwest Quarter (said line also being the centerline of 4th Street) for a measured distance of 715.08 feet (record distance being 715 feet); thence South 89° 53' 24" West, 50 feet to a point on the West right of way line of said 4th Street and the TRUE POINT OF BEGINNING; thence South 00° 25' 18" West along the west line of 4th Street, 116.02 feet to a point on the northerly line of the A.N.P.P. Water Conveyance Pipeline Right of Way; thence South 74° 48' 51" West along said right of way line, 436.18 feet; thence South 76° 17' 11" West along said right of way line, 646.11 feet; thence South 78° 00' 35" West along said right of way line, 198.31 feet to a point on the East right of way line of Miller Road; thence North 00° 33' 00" East along said right of way line, 276.27 feet; thence North 89° 53' 24" East, 289.03 feet; thence South 00° 06' 36" East, 20 feet; thence North 89° 53' 24" East, 162.01 feet; thence North 00° 06' 36" West, 105.01 feet; thence North 89° 53' 24" East, 75.01 feet; thence North 00° 06' 36" West, 20 feet; thence North 89° 53' 24" East, 113.01 feet; thence North 00° 06' 36" West, 38.99 feet; thence North 89° 53' 24" East, 602.03 feet to the TRUE POINT OF BEGINNING.

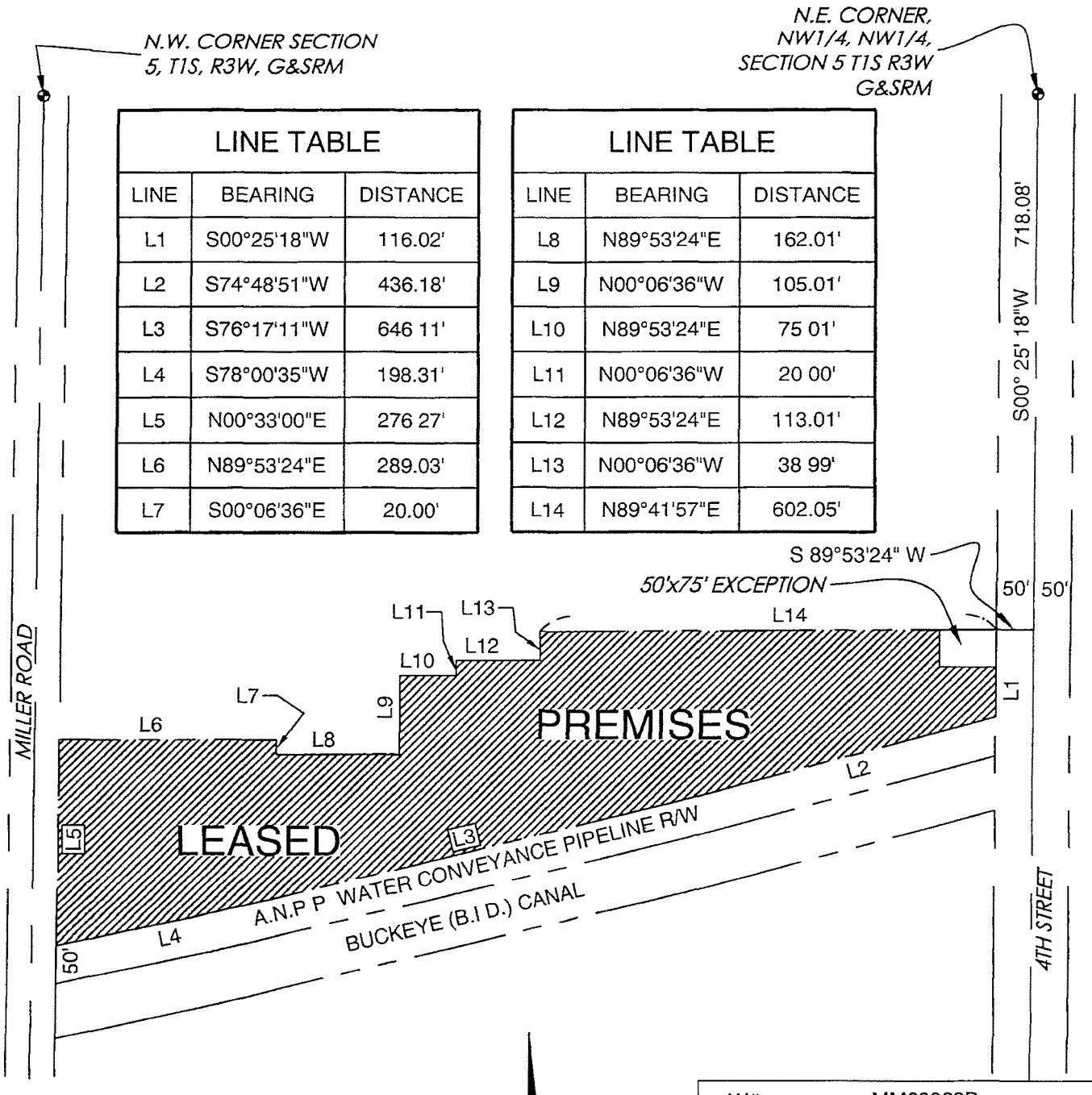
EXCEPTING therefrom the following described property:

A part of the Northwest quarter of the Northwest quarter of Section five (5), Township 1 South, Range 3 West of the Gila and Salt River Meridian in the Town of Buckeye, Maricopa County, State of Arizona, more particularly described as follows:

BEGINNING at a point on the West line of 4th Street in the Town of Buckeye, said point being situated 715.0 feet south of the North line of said Section 5; thence south on the West line of 4th Street, a distance of 50.0 feet; thence west, parallel to the North line of said Section 5, a distance of 75.0 feet; thence north, parallel to the West line of 4th Street a distance of 50.0 feet; thence east, parallel to the North line of said Section 5, a distance of 75.0 feet to the POINT OF BEGINNING, containing an area of 0.086 acres, more or less.

# EXHIBIT "B"

SKETCH SHOWING LOCATION AND LIMITS OF
LEASED PREMISES




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S00°25'18"W | 116.02' |
| L2 | S74°48'51"W | 436.18' |
| L3 | S76°17'11"W | 646 11' |
| L4 | S78°00'35"W | 198.31' |
| L5 | N00°33'00"E | 276 27' |
| L6 | N89°53'24"E | 289.03' |
| L7 | S00°06'36"E | 20.00' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L8 | N89°53'24"E | 162.01' |
| L9 | N00°06'36"W | 105.01' |
| L10 | N89°53'24"E | 75 01' |
| L11 | N00°06'36"W | 20 00' |
| L12 | N89°53'24"E | 113.01' |
| L13 | N00°06'36"W | 38 99' |
| L14 | N89°41'57"E | 602.05' |

LEGEND

- EASEMENT AREA
- ROAD CENTERLINE
- PROPERTY LINE
- P.L.S S. CORNER

W# MM60063B
DATE: 02/26/2014
NW 1/4 SEC 5 T 1S R 3W
SCALE: 1" 200'
R/W: BOUCHE
SURVEY: N/A
DRAWN BY: SL

**Exhibit "B"**
**CONSENT LETTER**

**THOMAS G. STACK**
Senior Attorney
Pinnacle West Capital Corporation
Arizona Public Service Company
Law Department

Mail Station 8695
400 North 5th Street
Phoenix, Arizona 85004
TEL (602) 250-5508
Thomas.Stack@pinnaclewest.com

May 21, 2024

**SENT VIA EMAIL ONLY**

K. Scott McCoy
City Attorney
City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326
smccoy@buckeyeaz.gov

Re: **Rodeo Grounds Lease Agreement; Consent of Arizona Public Service Company ("APS") for the City of Buckeye ("Buckeye") to Sublet to Mirna's Place, Inc. ("Mirna's Place")**

Dear Scott:

We have reviewed your letter dated May 16, 2024, regarding Buckeye's request to sublease a portion of the Leased Premises under the Lease Agreement between First American Title Insurance Company, a California corporation, successor of ATI Title Agency of Arizona, formerly known as USLife Title Company of Arizona, an Arizona corporation, Trustee under Trust #530 (the "Trust"), as Lessor, and the City of Buckeye, a municipal corporation of the State of Arizona, as Lessee, dated May 1, 2014 and recorded at Instrument No. 2014-0237007 with the Maricopa County Recorder's Office (the "Lease"). You have asked APS to consent to Buckeye subleasing a portion of the Leased Premises to Mirna's Place.

APS is happy to consent, on its own behalf and as the Operating Agent of the Participating Owners in the Arizona Nuclear Power Project, to Buckeye subleasing a portion of the Leased Premises to Mirna's Place, with the following conditions:

1. Mirna's Place and Buckeye acknowledge that any sublease is subordinate to and subject to the terms and conditions in the Lease, and that Mirna's Place is subject to all of the Lessee obligations contained in the Lease. This includes, but is not limited to: (i) not interfering with the Palo Verde Water Conveyance Pipeline or APS's operation and maintenance thereof as described in Section 3.2 of the Lease; (ii) APS's right to terminate the Lease (and therefore any sublease) upon 30 days' prior written notice; and (iii) the obligation to indemnify and defend APS from any and all third party claims arising out of Mirna's Place's sublease of a portion of the Leased Premises

2. Mirna's Place adds APS as an additional insured for any insurance policies required by Buckeye on the sublease.

3. Buckeye provides to APS a signed copy of its sublease with Mirna's Place.

Let us know if you have any questions regarding these conditions or have any trouble providing them. If you are in agreement, please sign below your acknowledgment of these conditions and return a copy back to me for APS's records.

Sincerely,

/s/ Thomas G. Stack

Senior Attorney

TGS/smw

Agreed to and accepted as of MAY 22, 2024
on behalf of the City of Buckeye.

By: _____

Name: DOUG SANDSTROM

Title: ACTING CITY MANAGER

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.Z. ED - Second Renewal of the Buckeye Main Street Coalition MOU FY 24/25 |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** |
| **STAFF LIAISON:** Suzanne Boyles, Economic Development Director, sboyles@buckeyeaz.gov, (623) 349-6970 | |
| **DEPARTMENT:** Economic Development | **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**

The City and Main Street entered into a three-year MOU relating to economic development activity for the Buckeye Downtown area. The MOU presented this evening represents the second one-year renewal option within the current three-year MOU. Authorization of the Second Renewal of the MOU will provide services for Fiscal Year 2024-2025. The Buckeye Main Street Coalition continues to be active in downtown Buckeye in its efforts to improve our downtown. The various economic development services the Buckeye Main Street Coalition will be providing pertain to the four points of the Main Street America organization, which include economic vitality, design, promotion, and organization.

**BENEFITS:**

There are several benefits that both the city and downtown business community will receive from this Second Renewal of the MOU. The various economic development services the Buckeye Main Street Coalition will be providing pertain to the four points of the Main Street America organization, which include economic vitality, design, promotion, and organization. The Buckeye business community will also receive benefits from the economic development services provided by the Main Street Coalition under the MOU; and Main Street will remain as a consultant on various city-wide efforts and programs. This will enable the city to continue to leverage resources to enhance economic and business development activity efforts in downtown Buckeye. The proposed Second Renewal to the MOU between the City of Buckeye and the Buckeye Main Street Coalition identifies those economic development services to be performed by Main Street Coalition on behalf of the city for fiscal year 2024-2025. For those services the city will pay the of sum of $35,000 to be paid in four (4) $8,750 quarterly payments. Additionally, Main Street will be required to prepare and submit an annual report to the City Council no later than April 30, 2025, providing information relating to the items completed or in progress pursuant to this MOU, and related to accomplishments and matters.

The services the Buckeye Main Street Coalition will perform as part of the Second Renewal of the MOU will continue to strengthen the downtown area businesses, and the continued collaborated efforts for a thriving and vibrant downtown.

**FUTURE ACTION:**
The MOU is a one-year contract, with two one year renewals which is required to be renewed annually. The MOU presented is the second and final one-year renewal option under the current MOU.

**FINANCIAL IMPACT STATEMENT:**
The financial impact to the city equals $35,000.00 and is budgeted within this fiscal year.

**CURRENT FISCAL YEAR TOTAL COST:**
$35,000

**BUDGETED:**
Yes

**FISCAL YEAR:**
2024-2025

**FUND/DEPARTMENT:**
10001187-520038

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
Main Street MOU 24-25.pdf

**SECOND RENEWAL**

**OF THE**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF BUCKEYE**

**AND**

**BUCKEYE MAIN STREET COALITION, INC.**

This Second Renewal of the Memorandum of Understanding between City of Buckeye and Buckeye Main Street Coalition, Inc. ("Second Renewal"), is entered into by and between the City of Buckeye, an Arizona municipal corporation ("City"), and the Buckeye Main Street Coalition, Inc., an Arizona non-profit corporation ("Main Street").

**RECITALS**

**WHEREAS**, the parties entered into a Memorandum of Understanding on July 1, 2022 ("MOU"), with an initial term of July 1, 2022, through June 30, 2023 and subsequently entered into that First Renewal of the Memorandum of Understanding dated July 1, 2023; and,

**WHEREAS**, pursuant to Section 1.0, the MOU may be renewed for two one-year renewal Terms, subject to the prior approval of the City with written notice to Main Street given not later than thirty (30) days prior to the end of the then-current Term, and subject to availability and appropriation of funds for renewal each subsequent year; and,

**WHEREAS**, the parties desire to enter into this Second Renewal to renew the MOU for the fiscal year 2024-2025, effective July 1, 2024 and as modified by and through this Second Renewal.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual terms and conditions herein contained, City and Main Street agree as follows:

1. Recitals. The foregoing introduction and Recitals are incorporated by reference as though fully set forth herein.

2. Renewal. The MOU is renewed, effective as of July 1, 2024, for a renewal term of July 1, 2024 through June 30, 2025 ("Second Renewal Term").

3. Section 2.0 "Scope of Services" is deleted in its entirety and replaced with the following:

**2.0 SCOPE OF SERVICES.**

Main Street will provide the following services to the City during fiscal year 2024/2025 ("Services") that focus on the following Four Points of community transformation outlined by the Main Street America organization:

**2.1 ECONOMIC VITALITY** focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses, catalyze property development, and

create a supportive environment for entrepreneurs and innovators that drive local economies. Deliverables:

a. Consult with the City in the review process for the Catalyst Program on a biannual basis.

b. Apply for grant opportunities that support the execution of Main Street's Business Plan, specific to advancing the Downtown Specific Area Plan (DSAP), and grant opportunities that diversify Main Street's revenue sources.

**2.2 DESIGN** supports a community's transformation by enhancing the physical and visual assets that set the commercial district apart. Deliverables:

a. Serve as consultants to the City on the tasks set forth in the DSAP (specifically those tasks whereby Main Street is identified as a contributing organization). Consult with City staff and support City communications and engagement of downtown businesses in the DSAP process.

b. Serve as consultants to the City on the development of an art/mural program, specifically as it relates to Downtown Buckeye.

**2.3 PROMOTION** positions the downtown or commercial district as the center of the community and hub of economic activity, while creating a positive image that showcases a community's unique characteristics. Deliverables:

a. Host an annual shop small program which engages businesses in Downtown Buckeye on Shop Small Saturday.

b. Market and promote Downtown Buckeye businesses and events, which may include:

**i**. Maintaining buckeyemainstreet.org website and social media channels.
**ii**. Marketing to be inclusive of Downtown Buckeye businesses included within the geographic area of the DSAP Core as identified in the DSAP in effect as of the Effective Date of this Second Renewal.
**iii**.Promoting unique characteristics of Downtown Buckeye and its businesses through the development and launch of a Downtown Buckeye Tour Program that highlights businesses, any significance of their buildings, and attracts consumers to shop and explore Downtown Buckeye (QR Code program).

c. Main Street may utilize the City's rotation on the Digital Billboard located near Miller Road and I-10 for a City approved Downtown Buckeye marketing campaign. Main Street's use of the City's rotation on the Digital Billboard shall be for one (1) thirty (30) day period annually at no cost to Main Street.

d. During the term of this Second Renewal, Main Street may host one (1) activity/ event at 6th Street Plaza and one (1) activity/event at the City Hall east parking lot at no rental cost to Main Street. Main Street will submit the activity/event to the City at least three (3) months in advance of the requested date to ensure availability of location and City Manager Office approval, whereby approval will not be unreasonably withheld. Events coordinated and executed by Main Street must follow the City's special event permit process and established minimum standards, which are subject to change, as outlined in the special event permit application.

**2.4 ORGANIZATION** involves creating a strong foundation for a sustainable revitalization effort, including cultivating partnerships, community involvement, and resources for the district. Deliverables:

a. Host two (2) small business courses, seminars or mixers directed at issues facing Downtown Buckeye businesses.

    i. Coordinate with the City staff liaison on the content, location and timing of the courses, seminars or mixers to ensure there are no conflicts with other organizations activities.

b. Main Street to develop, adopt, and execute a Strategic Plan for the Main Street organization. In addition to the items typical of a Strategic Plan and that of specific interest to Main Street, the Strategic Plan shall specifically outline the following items, which are geared towards achieving a sustainable organization for the future:

    i. Identifying and securing diverse revenue sources outside of city funding, including but not limited to securing grants, sponsorships, memberships, etc.
    ii. Building a complete and diverse Board of Directors, and filling all Director seats as outlined in the Main Street Bylaws.
    iii. Identifying an action plan for engagement of Downtown Businesses to ensure Main Street is engaging with, receiving feedback, supporting, and representative of Downtown Buckeye businesses.

c. Prepare and submit a comprehensive annual report to the City Council no later than March 31, 2025, providing information relating to the items completed or in progress pursuant to this MOU, and related accomplishments and matters.

4. Section 3.0 "Compensation" is deleted in its entirety and replaced with the following:

**3.0 COMPENSATION**.

**3.1** City will pay the sum of Thirty-Five Thousand and 00/100 Dollars ($35,000.00) for fiscal year 2024-2025 to be paid to Main Street in four (4) quarterly payments in the amount of Eight Thousand Seven Hundred Fifty and 00/100 Dollars ($8,750.00).

**3.2** Main Street shall submit a quarterly invoice to City for payment at the end of each quarter (September, December, March, and June).

**3.3** Main Street shall submit quarterly Activity Reports and Financials to City. Activity reports shall provide information relating to items completed or in progress pursuant to this MOU, and related accomplishments and matters, for that quarter.

**3.4** As additional consideration, City will continue to make available to Main Street a portion of the City-owned real property, facilities and improvements located at 508 East Monroe Avenue, Buckeye, Arizona 85326. The terms of this use shall be memorialized in a separate written agreement between the Buckeye Chamber of Commerce (the tenant in the master lease for the above described property between the City and the Buckeye Chamber of Commerce) and Main Street.

**3.5** Revenues earned by Main Street from items including, but not limited to, merchandise sales, program fees, projects, rental receipts and other charges, are, and shall remain, the property of Main Street.

5. Sections 4.2(b) and 4.2(c) are deleted in their entirety.

6. Section 4.17 relating to the "With a copy to:" section is replaced with the following:

With a copy to: City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attention: K. Scott McCoy, City Attorney
Phone: 623-349-6982

7. Appendices A-D are deleted in their entirety.

8. All remaining terms and conditions of the MOU not modified by and through this Second Renewal are hereby affirmed.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Second Renewal effective as of July 1, 2024 ("Effective Date").

**CITY:**

CITY OF BUCKEYE, an Arizona municipal corporation

_____

Eric W. Orsborn, Mayor

ATTEST:

_____

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____

K. Scott McCoy, City Attorney

**MAIN STREET:**

BUCKEYE MAIN STREET COALITION, INC., an Arizona non-profit corporation

By: Candi Youngker

Name: Candi Youngker

Its: _____

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.AA. ED - Sixth Amendment to Buckeye Town Center Regional Improvements Agreement |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** |
| **STAFF LIAISON:** Suzanne Boyles, Economic Development Director, sboyles@buckeyeaz.gov, (623) 349-6970 | |
| **DEPARTMENT:** Economic Development | **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. 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.

## SUMMARY

**PROJECT DESCRIPTION:**

The City (formerly the Town of Buckeye), Nevada and Sunbelt's predecessor-in-interest, Buckeye-Casa Grande L.P., and before it Bridgewater Properties LLC, are parties to that certain Buckeye Town Center Regional Improvements Agreement ("Agreement") dated November 17, 2006. Subsequent to 2006, the City and the Developer entered into five amendments which amended specific provisions to the Agreement as agreed upon by the City and the Developer. The Fifth Amendment to the Agreement, among other provisions, required the Developer to make Roadway Repairs to Roosevelt Street with the associated costs to be added to the Reimbursable Amount and the Sales Tax Cap. Developer has since completed these Roadway Repairs and therefore the Developer and the City desire to enter into the Sixth Amendment to update said Reimbursable Costs and the Sales Tax Cap.

Developer has completed the Roadway Repairs, and the City has confirmed and approved that Developer incurred $1,410,517.51 to complete said repairs. Therefore, the Developer and the City desire to enter into the Sixth Amendment and update the term Reimbursable Costs and revise it to $9,005,654.51 as well as update the term Sales Tax Cap and revise it to $8,777,222.51.

**BENEFITS:**

Roadway Repairs continue to fulfill the City's desire for adequate, well-maintained and well-planned public infrastructure.

**FUTURE ACTION:**
None

**FINANCIAL IMPACT STATEMENT:**

The term Reimbursable Costs are revised to $9,005,654.51 and the term Sales Tax Cap is revised to $8,777,222.51.

**CURRENT FISCAL YEAR TOTAL COST:**

The reimbursement amount is paid based on sales tax generated within the property.

**BUDGETED:**
Yes

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
Sixth Amendment - Buckeye Town Center Regional Improvements w Exhibits Signed.pdf
Resolution_No. 53-24 Sixth Amendment.docx

**When recorded, return to:**

City of Buckeye, Arizona
ATTN: Lucinda J. Aja, City Clerk
530 East Monroe Avenue
Buckeye, Arizona 85326

# SIXTH AMENDMENT
# TO
# BUCKEYE TOWN CENTER REGIONAL IMPROVEMENTS AGREEMENT

This Sixth Amendment to Buckeye Town Center Regional Improvements Agreement ("**Sixth Amendment**") is entered into as of the _____ day of _____, 2024 (the "**Effective Date**"), by and between the CITY OF BUCKEYE, an Arizona municipal corporation (the "**City**"), NEVADA HOLDING CO., L.P., a Delaware limited partnership ("**Nevada**") and SUNBELT LAND HOLDINGS, L.P., a Delaware limited partnership ("**Sunbelt**"). Nevada and Sunbelt are collectively referred to herein as "**Developer**."

## RECITALS

A. The City (formerly the Town of Buckeye), Nevada and Sunbelt's predecessor-in-interest, Buckeye-Casa Grande L.P., and before it Bridgewater Properties LLC, are parties to that certain Buckeye Town Center Regional Improvements Agreement ("**Agreement**") dated November 17, 2006, recorded as Instrument No. 2006-1522445, Records of Maricopa County, Arizona, with respect to the development of the Property. Developer has sold portions of the Property leaving Developer with the property legally described in Exhibit A (the "**Remaining Property**"); however, the Property still remains as defined in the Agreement for the purpose of calculating Land Generated Sales Taxes. Buckeye-Casa Grande L.P. has since transferred its interest in the Agreement to Sunbelt.

B. The City, Nevada and Sunbelt entered into the First Amendment to Buckeye Town Center Regional Improvements Agreement dated May 6, 2008, recorded as Instrument No. 2008-0548699, Records of Maricopa County, Arizona (the "**First Amendment**"). The First Amendment, among other provisions, (a) extended the time period for the Developer to construct the retail commercial buildings required by the Agreement to seven (7) years from the date of the Agreement and (b) modified the City's obligation to make payments pursuant to the Agreement to terminate without notice on the earlier of (i) ten (10) years from the date of issuance of the first certificate of occupancy on the Property, (ii) seven (7) years of the date of the Agreement if the Developer had not commenced construction of 385,000 square feet of commercial buildings as described in the Agreement, (iii) at such time as the Developer has been fully reimbursed for the Reimbursable Costs, or (iv) at such time as the City has repaid Developer an aggregate of Nine Million and No/100 Dollars ($9,000,000.00).

C. The City, Nevada and Sunbelt entered into the Second Amendment to Buckeye

Town Center Regional Improvements Agreement dated September 15, 2009, recorded as Instrument No. 2009-0885102, Records of Maricopa County, Arizona (the "**Second Amendment**"). The Second Amendment, among other provisions, (a) extended the time period for the Developer to construct the retail commercial buildings on the Property as described in the Agreement to twelve (12) years from the date of the Agreement (to November 7, 2018) and (b) modified the City's obligation to make payments pursuant to the Agreement to terminate without notice on the earlier of (i) ten (10) years from the date of issuance of the first certificate of occupancy on the Property, (ii) twelve (12) years of the date of the Agreement if the Developer had not commenced construction of 385,000 square feet of commercial buildings as described in the Agreement, (iii) at such time as the Developer has been fully reimbursed for the Reimbursable Costs, or (iv) at such time as the City has repaid Developer an aggregate of Nine Million and No/100 Dollars ($9,000,000.00).

D. The City, Nevada and Sunbelt entered into the Third Amendment to Buckeye Town Center Regional Improvements Agreement dated May 18, 2010, recorded as Instrument No. 2010-0469575, Records of Maricopa County, Arizona (the "**Third Amendment**"). The Third Amendment, among other provisions, (a) created a separate buy-in fee to be assessed against those persons developing the ASLD Properties and (b) clarified and finalized the various reimbursable amounts and (c) reconciled the termination date and the sales tax reimbursement date.

E. The City, Nevada and Sunbelt entered into the Fourth Amendment to Buckeye Town Center Regional Improvements Agreement dated February 15, 2011, recorded as Instrument No. 2011-0153171, Records of Maricopa County, Arizona (the "**Fourth Amendment**"). The Fourth Amendment, among other provisions, (a) clarified Developer's planning obligations relative to the ASLD properties which such properties are depicted on Exhibit E to the Third Amendment, (b) further modified, at Developer's request, the minimum square footage of commercial building space required to be constructed by Developer in order for sales tax reimbursement to Developer to begin pursuant to the terms and conditions of this Agreement, as amended, and (c) removed the deadline by which Developer was required to commence construction of commercial building space as a condition of reimbursement through sales taxes.

F. The City, Nevada and Sunbelt entered into the Fifth Amendment to Buckeye Town Center Regional Improvements Agreement dated May 2, 2017, recorded as Instrument No. 2017-0427169, Records of Maricopa County, Arizona (the "**Fifth Amendment**"). The Fifth Amendment, among other provisions, (a) removed the obligation to plan the ASLD Properties, (b) modified the term to begin upon the completion of 100,000 square feet of retail space within the Land, and (c) required the Developer to make Roadway Repairs to Roosevelt Street with the associated costs to be added to the Reimbursable Amount and the Sales Tax Cap.

G. Developer has completed the Roadway Repairs, and the City has confirmed and approved that Developer incurred One Million One Hundred Ten Thousand Five Hundred Seventeen and 51/100 Dollars ($1,410,517.51) to complete the Roadway Repairs.

H. Developer and the City desire to amend the Agreement to update the Reimbursable Costs and the Sales Tax Cap to include the One Million One Hundred Ten Thousand Five Hundred Seventeen and 51/100 Dollars ($1,410,517.51) incurred by Developer to complete the Roadway

Repairs.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the premises above and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer, intending to be legally bound, covenant and agree, for themselves, and their successors-in-ownership and assigns, as follows:

**1. Recitals.** The Recitals set forth above are acknowledged by the parties to be true and correct and are incorporated herein by this reference.

**2. Definitions.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.

**3. Non-Default and Waiver**. By executing this Sixth Amendment, Developer affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to the date of execution by Developer of this Sixth Amendment, under any of the terms or conditions of the Agreement. Developer knowingly and voluntarily forever releases and discharges the City and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys, and representatives from all rights, legal and equitable claims, causes of action, debts, accounts, and damages, known or unknown, asserted or unasserted, and of every nature and extent whatsoever, and arising from actions, omissions, delays or other events that occurred prior to the date of execution by Developer of this Sixth Amendment. The Developer on behalf of itself and all other parties having an interest in the Property intends to encumber the Property with the following agreements and waivers. Developer agrees and consents to all the conditions imposed by this Sixth Amendment and by signing this Sixth Amendment waives any and all claims, suits, damages, compensation and causes of action for diminution in value to the Property the owner of the Property may have now or in the future under the provisions of Arizona Revised Statutes Sections 12-1134 through and including 12-1136 resulting from this Sixth Amendment, the Agreement, or from any "land use law" (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by this Sixth Amendment or the Agreement to be enacted, adopted or applied by the City now or hereafter. Developer acknowledges and agrees the terms and conditions set forth in this Sixth Amendment and the Agreement cause an increase in the fair market value of the Property and such increase exceeds any possible reduction in the fair market value of the Property caused by any future land use laws, rules, ordinances, resolutions or actions expressly permitted or contemplated by this Sixth Amendment or the Agreement and adopted or applied by the City to the Property.

**4. Amendment to Paragraph 12(a) of the Agreement.** The term Reimbursable Costs shall be revised to Nine Million Five Thousand Six Hundred Fifty-Four and 51/100 Dollars ($9,005,654.51). The term Sales Tax Cap shall be revised to Eight Million Seven Hundred Seventy-Seven Thousand Two Hundred Twenty-Two and 51/100 Dollars ($8,777,222.51).

**5. Amendment to Paragraph 20 of the Agreement.** The following Exhibit shall be added to Paragraph 20 of the Agreement, as amended, and incorporated by this reference.

(a) **Exhibit I - Supplement** Reimbursable Costs – Roadway Repairs

**6. Indemnity.** Developer (or its successor) shall indemnify, defend and hold harmless the City and each council member, officer, official or employee 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 reasonable attorneys' fees) to which any such Indemnified Party may become subject, at law or in equity or otherwise ("**Claims**"), insofar as such Claims (or actions in respect thereof) arise out of or are based upon any provisions of the Agreement, as amended. An Indemnified Party shall, promptly after the receipt of written notice or actual knowledge of a Claim against such Indemnified Party in respect of which indemnification may be sought against Developer, notify Developer in writing of such Claim, provided that the failure of the Indemnified Party to give written notice of such Claim shall not relieve Developer from its obligations under this Paragraph except to the extent that such failure prejudices the defense of such action or proceeding by Developer. The Indemnified Party, at its expense, may employ separate counsel and participate in the defense. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Developer of the commencement thereof, Developer shall promptly assume the defense thereof, with counsel satisfactory to such Indemnified Party and Developer. If Developer promptly assumes the defense of any such Claim and pays all costs incurred in connection therewith, Developer will not be liable to such Indemnified Party under this Paragraph for any legal or other expenses incurred by such Indemnified Party separately in connection with the defense thereof. If Developer does not promptly assume the defense of any such action after written notice from the Indemnified Party, until Developer does assume the defense of such action, the Indemnified Party shall have the right to direct the defense of such action on behalf of such Indemnified Party and settle the action without the consent or approval of Developer and Developer shall pay any settlement amounts and all reasonable attorneys' fees and other costs and expenses incurred in the defense and settlement of any such action. At any time after an Indemnified Party receives a notice of claim for which indemnification is required under this Agreement, as amended, the City may require Developer to provide the City, within thirty (30) days after written notice from the City to Developer, with such financial assurance(s) as the City may require, in its reasonable discretion, sufficient to guarantee Developer's performance of any of its indemnity obligations under this Agreement, as amended, that are the subject of the notice of claim.

**7. Effect of Amendment**. Except as otherwise expressly provided in this Sixth Amendment, the Agreement is affirmed and ratified and all terms and conditions of the Agreement shall remain in full force and effect.

**8. Conflicts of Interest.** The parties acknowledge that this Sixth Amendment is subject to cancellation pursuant to Arizona Revised Statutes Section 38-511.

**IN WITNESS WHEREOF,** the parties have executed this Sixth Amendment as of the date first above written.

**CITY:**

**CITY OF BUCKEYE, ARIZONA**, an Arizona municipal corporation

_____
Eric Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 2024, before me personally appeared Eric Orsborn, Mayor of the CITY OF BUCKEYE, ARIZONA, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above/attached document on behalf of the City.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

**DEVELOPER:**

NEVADA HOLDING CO., L.P., a Delaware limited partnership

By: NHCO INC., a Delaware corporation
Its: General Partner

By: _____
Its: President of Gen Partner
Date: 7/15/2024

By: _____
Its: VICE PRES. of Gen. PARTNER
Date: 7/15/2024

**[ACKNOWLEDGMENTS TO APPEAR ON A SEPARATE PAGE]**

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego )

On July 15, 2024 before me, Angela Crane, Notary Public
(insert name and title of the officer)

personally appeared Todd Holzer,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANGELA CRANE
Notary Public - California
San Diego County
Commission # 2415659
My Comm. Expires Sep 14, 2026

Signature Angela Crane (Seal)

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego )

On July 15, 2024 before me, Angela Crane, Notary Public
(insert name and title of the officer)

personally appeared Linda F. Forment,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she~~/they~~ executed the same in ~~his/~~her~~/their~~ authorized capacity~~(ies)~~, and that by ~~his/~~her~~/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANGELA CRANE
Notary Public - California
San Diego County
Commission # 2415659
My Comm. Expires Sep 14, 2026

Signature Angela Crane (Seal)

**DEVELOPER:**

SUNBELT LAND HOLDINGS, L.P., a Delaware limited partnership

By: SUNBELT LAND HOLDINGS INC., a New Jersey corporation
Its: General Partner

By: _____
Its: President of Gen Partner
Date: 7/15/2024

By: _____
Its: VICE PRES. OF GEN. PARTNER
Date: 7/15/2024

**[ACKNOWLEDGMENTS TO APPEAR ON A SEPARATE PAGE]**

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State of California
County of San Diego )

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(insert name and title of the officer)

personally appeared Todd Holzer,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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San Diego County
Commission # 2415659
My Comm. Expires Sep 14, 2026

Signature Angela Crane (Seal)

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State of California
County of San Diego )

On July 15, 2024 before me, Angela Crane, Notary Public
(insert name and title of the officer)

personally appeared Linda F. Forment,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she~~/they~~ executed the same in ~~his/~~her~~/their~~ authorized capacity~~(ies)~~, and that by ~~his/~~her~~/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANGELA CRANE
Notary Public - California
San Diego County
Commission # 2415659
My Comm. Expires Sep 14, 2026

Signature Angela Crane (Seal)

**EXHIBIT A**
**TO**
**SIXTH AMENDMENT**
**TO**
**BUCKEYE TOWN CENTER REGIONAL IMPROVEMENTS AGREEMENT**

**[Legal Description and Depiction of the Remaining Property]**

Parcels 7 and 8 located in the portion of the North half of Section 6, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as further described in the Final Plat of Buckeye Parkway Center recorded in the Official Records of Maricopa County Recorder in Book 948, Page 34 as 2007-1041087

Parcels 2 and 3 located in the portion of the North half of Section 6, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as further described in the Re-plat for Buckeye Parkway Center recorded in the Official Records of Maricopa County Recorder in Book 1698, Page 46 as 2022-0759100

Parcel 3 located in the portion of the North half of Section 6, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as further described in the Re-plat of Parcels 2, 3, 4A and 6 Buckeye Parkway Center recorded in the Official Records of Maricopa County Recorder in Book 1636, Page 36 as 2021-1351755

**EXHIBIT I - SUPPLEMENT**
**TO**
**SIXTH AMENDMENT**
**TO**
**BUCKEYE TOWN CENTER REGIONAL IMPROVEMENTS AGREEMENT**

**[Reimbursable Costs – Roadway Repairs]**

*See following pages*

Hunter Contracting Co.
Schedule of Values Including all Mark up

Existing Roosevelt Street Verrado to Tuthill Wash

2/21/23

| Item | Description | Pay Quantity | Unit of Measure | Unit Price (current) | Total Price (current) | Subtotal Amount | Subtotal Description |
|---|---|---|---|---|---|---|---|
| 1 | Mobilization | 1.00 | LS | $58,764.00 | $58,764.00 | | |
| 2 | Project Supervision / Management / Temp. Facilities | 2.00 | MO | $96,406.05 | $192,812.10 | | |
| 3 | SWPPP | 1.00 | LS | $9,100.00 | $9,100.00 | | |
| 4 | Construction Water / Misc Dust Control | 2.00 | MO | $8,477.00 | $16,954.00 | | |
| 5 | Traffic Control | 1.00 | LS | $41,306.00 | $41,306.00 | | |
| 6 | Off Duty Officer | 20.00 | HR | $101.00 | $2,020.00 | | |
| 7 | Qualtity Control (geotech) | 1.00 | LS | $15,240.00 | $15,240.00 | | |
| 8 | Survey | 1.00 | LS | $11,777.20 | $11,777.20 | **$347,973.30** | **General Conditions** |
| 9 | Sawcut Existing Asphalt | 2,406.00 | LF | $1.31 | $3,151.86 | | |
| 10 | Remove Existing Asphalt | 15,000.00 | SF | $1.19 | $17,850.00 | | |
| 11 | Obliterate Existing Pavement Markings at Slurry Seal area - 4" Equiv. | 14,000.00 | LF | $0.46 | $6,440.00 | | |
| 12 | Obliterate Existing Pavement Markings at Slurry Seal area Symbols / Legend | 12.00 | EA | $111.41 | $1,336.92 | | |
| 13 | Pavement 2' Patch Back | 5,361.00 | SF | $14.90 | $79,878.90 | | |
| 14 | 1.5" Milling | 10,120.00 | SY | $3.97 | $40,176.40 | | |
| 15 | Asphalt Overlay 1.5" | 10,120.00 | SY | $15.72 | $159,086.40 | | |
| 16 | Slurry Seal | 11,586.00 | SY | $5.96 | $69,052.56 | **$376,973.04** | **Asphalt and Slurry Seal** |
| 17 | Concrete Pavers | 1,580.00 | SF | $17.88 | $28,250.40 | | |
| 18 | Single Curb MAG 222 Type A | 90.00 | LF | $48.68 | $4,381.20 | | |
| 19 | Vertical Curb Depressed MAG 220 | 2,015.00 | LF | $30.76 | $61,981.40 | | |
| 20 | Vertical Curb Transitions | 2.00 | EA | $267.39 | $534.78 | | |
| 21 | Median Nose | 48.00 | SF | $16.01 | $768.48 | | |
| 22 | Median Nose Transitions MAG 223 | 1.00 | EA | $967.89 | $967.89 | **$96,884.15** | **Flatwork** |
| 23 | Sign - Remove & Salvage | 4.00 | EA | $254.31 | $1,017.24 | | |
| 24 | Signs | 4.00 | EA | $101.00 | $404.00 | | |
| 25 | Sign Post | 2.00 | EA | $454.14 | $908.28 | | |
| 26 | Adjust Water Valve | 8.00 | EA | $538.90 | $4,311.20 | | |
| 27 | Adjust Sanitary Sewer Manhole | 3.00 | EA | $817.44 | $2,452.32 | | |
| 28 | Adjust Electrical Manhole | 1.00 | EA | $817.42 | $817.42 | | |
| 29 | 4" Equilvalent White Traffic Paint Strip | 16,030.00 | LF | $0.15 | $2,404.50 | | |
| 30 | White Transverse Paint 4" Equil. | 2,800.00 | LF | $0.68 | $1,904.00 | | |
| 31 | 4" Equilvalent White Traffic Thermoplastic Strip | 16,030.00 | LF | $0.51 | $8,175.30 | | |
| 32 | White Transverse Thermoplastic 4" Equil. | 2,800.00 | LF | $1.33 | $3,724.00 | | |
| 33 | Paint Symbol Turn Arrows | 18.00 | EA | $54.50 | $981.00 | | |
| 34 | Thermoplastic/ Preformed Symbol Turn Arrows | 18.00 | EA | $89.61 | $1,612.98 | | |
| 35 | Survey Marker | 4.00 | EA | $0.00 | $0.00 | | |
| 36 | Only Symbol Paint | 8.00 | EA | $115.05 | $920.40 | | |
| 37 | Only Symbol Thermoplastic/ Preformed Symbol | 8.00 | EA | $100.51 | $804.08 | | |
| 38 | Bike Lane Symbols Preformed Thermoplastic | 11.00 | EA | $224.04 | $2,464.44 | | |
| 39 | Type G Pavement Markers | 105.00 | EA | $4.84 | $508.20 | | |
| 40 | Fire Hydrant Pavement Markers | 4.00 | EA | $5.45 | $21.80 | **$33,431.16** | **Signage / Adjustment / Striping** |
| 41 | Irrigation Sleeves | 400.00 | LF | $45.96 | $18,384.00 | **$18,384.00** | **Landscape / Irrigation** |
| 42 | Remove & Replace Concrete Cabinet Base | 1.00 | EA | $7,915.97 | $7,915.97 | | |
| 43 | Econolite Cabinet R77 | 1.00 | EA | $63,764.00 | $63,764.00 | | |
| 44 | Alpha Backup Cabinet | 1.00 | EA | $8,573.00 | $8,573.00 | | |
| 45 | Service Cabinet | 1.00 | EA | $8,573.00 | $8,573.00 | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 46 | Signs for Electrical Sub (Metro Signs) | 4.00 | EA | $8,979.00 | $35,916.00 | | |
| 47 | Ped Poles | 8.00 | EA | $3,087.00 | $24,696.00 | | |
| 48 | Ped Audible Push Button | 8.00 | EA | $2,004.00 | $16,032.00 | | |
| 49 | Pre-Emption | 4.00 | EA | $4,210.00 | $16,840.00 | | |
| 50 | Gridsmart Camera | 2.00 | EA | $54,328.00 | $108,656.00 | | |
| 51 | CCTV Camera | 1.00 | EA | $8,871.00 | $8,871.00 | | |
| 52 | Q Head Type II (Dog House) | 4.00 | EA | $1,638.00 | $6,552.00 | | |
| 53 | F Heads | 16.00 | EA | $1,140.00 | $18,240.00 | | |
| 54 | Head W/ Brackets | 8.00 | EA | $1,615.00 | $12,920.00 | **$337,548.97** | **Traffic Signal** |
| 55 | Sawcut | 320.00 | LF | $1.31 | $419.20 | | |
| 56 | Remove Existing Curb | 315.00 | LF | $5.51 | $1,735.65 | | |
| 57 | Remove Asphalt | 630.00 | SF | $0.83 | $522.90 | | |
| 58 | Asphalt Pavement Patchback 2' Min Section 3 6"w/ ABC | 630.00 | SF | $15.60 | $9,828.00 | | |
| 59 | Curb & Gutter | 260.00 | LF | $27.20 | $7,072.00 | | |
| 60 | Curb Transitions | 4.00 | EA | $547.48 | $2,189.92 | | |
| 61 | Ramps MAG 237-1 | 8.00 | EA | $5,888.49 | $47,107.92 | | |
| 62 | Remove & Relocate Irrigation Controls | 1.00 | EA | $3,633.07 | $3,633.07 | | |
| 63 | Remove & Salvage Cactus | 2.00 | EA | $1,211.02 | $2,422.04 | | |
| 64 | Remove Curb at Median | 90.00 | LF | $8.05 | $724.50 | | |
| 65 | Remove & Replace Fire Hydrant | 1.00 | EA | $10,664.26 | $10,664.26 | | |
| 66 | Adjust Existing Junction Box Traffic Signal Box to Finished Grade | 5.00 | EA | $484.41 | $2,422.05 | | |
| 67 | Remove Misc Concrete Box | 1.00 | EA | $0.00 | $0.00 | | |
| 68 | Remove Existing Stub | 1.00 | EA | $610.42 | $610.42 | | |
| 69 | Remove Existing Ramps and Sidewalks | 1,515.00 | SF | $11.69 | $17,710.35 | **$107,062.28** | **Modify Ramps at Intersection** |
| 70 | Contractors Contingency (2%) | 1.00 | LS | $26,360.35 | $26,360.35 | | |
| 71 | Contingency for Design Scope Growth and Price Escalation (5%) | 1.00 | LS | $65,900.26 | $65,900.26 | **$92,260.61** | **Contingencies** |
| | Total | | | | $1,410,517.51 | | |

WHEN RECORDED, RETURN TO:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

**RESOLUTION NO. 53-24**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, 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 BUCKEYE TOWN CENTER AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AMENDMENT ON BEHALF OF THE CITY.**

**WHEREAS**, the City of Buckeye (the "City") approved and entered into the Buckeye Town Center Regional Improvements Agreement (the "Agreement") by Resolution 57-06;

**WHEREAS**, the City approved and agreed to subsequent amendments to the Agreement by Resolution 27-08 (First Amendment), Resolution 72-09 (Second Amendment), Resolution 91-10 (Third Amendment), Resolution 21-11 (Fourth Amendment), and Resolution 28-17 (Fifth Amendment);

**WHEREAS**, NEVADA HOLDING CO., L.P., a Delaware limited partnership and SUNBELT LAND HOLDINGS, L.P., a Delaware limited partnership (the "Developers") are parties to the Agreement with respect to the development of the property;

**WHEREAS**, The Fifth Amendment, among other provisions, required the Developers to make Roadway Repairs to Roosevelt Street with the associated costs to be added to the Reimbursable Amount and the Sales Tax Cap;

**WHEREAS**, the Developers have completed the Roadway Repairs, and the City has confirmed and approved the costs incurred by the Developers to complete the Roadway Repairs;

**WHEREAS**, the Developers and the City desire to amend the Agreement to update the Reimbursable Costs and the Sales Tax Cap in the Agreement for the costs incurred by Developers to complete the Roadway Repairs;

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

Section 1. The foregoing recitals are incorporated as if fully set forth herein.

Section 2. The Sixth Amendment to Buckeye Town Center Regional Improvements Agreement, is hereby approved in the form attached hereto in Exhibit A.

Section 3. The Mayor, the Town Manager, the Town Clerk and Town 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 6th day of August, 2024.

_____
Eric W. 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:** 08/06/24 | **AGENDA ITEM:** 4.AB. PW - Cooperative Contract Purchasing Addendum with Courtesy Chevrolet to purchase light and medium duty vehicles. |
| **DATE PREPARED:** 07/31/24 | **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. 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.

## SUMMARY

**PROJECT DESCRIPTION:**
Fleet Management is seeking Council's authorization to enter into the Cooperative Contract Purchase Addendum with Courtesy Chevrolet to purchase various light and medium vehicles.

Approval of this Cooperative Contract Purchase Addendum with Courtesy Chevrolet will allow the City to purchase various General Motors produced vehicles in a total amount not to exceed $2,000,000.

**BENEFITS:**
Ratification of the expedited purchasing process to authorize the acquisition of high demand vehicles in a limited purchasing window.

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 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 $2,000,000.

**CURRENT FISCAL YEAR TOTAL COST:**
$2,000,000 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:**
CCPA #2025038 Courtesy Chevrolet.pdf

**COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)**
**BETWEEN THE CITY OF BUCKEYE**
**AND**
**Courtesy Chevrolet**

**New Vehicle Purchase**
**CONTRACT NO. 2025038**

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of _____between the City of Buckeye, an Arizona municipal corporation (the "City"), and Courtesy Chevrolet a Arizona corporation (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of Exhibit A, "the State of Arizona" and Contractor entered into Contract No. CTR059315, dated March 17, 2022 (such contract and subsequent amendments thereto herein 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 the Contractor for the goods and services set forth in the Proposal. 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 Contract's term unless such term is modified or extended pursuant to the terms of the State of Arizona Contract. Payments to the Contractor shall be calculated in accordance with the Proposal, which is attached hereto as part of **Exhibit A**, in a total amount not to exceed $2,000,000.00.

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

**CONTRACTOR**

Courtesy Chevrolet
an Arizona corporation

By: Berney Kullos

Its: Fleet Manager

ATTEST:

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. 2024006

[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: Courtesy Chevrolet** | **AMENDMENT NO.: Two (2)** |
| **DESCRIPTION: CTR059315 - 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 Two (2) 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

# FORCED LABOR OF ETHNIC UYGHURS BAN

## Forced Labor of Ethnic Uyghurs Ban

**Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:**

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

**Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.**

Under A.R.S. §35-394:

1. "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.

2. "Public entity" 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.

**In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:**

| | |
|---|---|
| ☒ | The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following:<br>• Forced labor of ethnic Uyghurs in the People's Republic of China;<br>• Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or<br>• 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. |
| ☐ | The Company submitting this Offer **does** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394. |
| ☐ | **Exempt Contractor.**<br>Indicate which of the following statements applies to this Contractor (may be more than one):<br>☐ Contractor is a sole proprietorship;<br>☐ Contractor has fewer than ten (10) employees; and/or<br>☐ Contractor is a non-profit organization. |

Courtesy Chevrolet
Company Name

1233 East Camelback Road
Address

Phoenix, AZ 85014
City State Zip

Signature of Person Authorized to Sign

Joe Pfeffer
Printed Name

Fleet Manager
Title

11/7/2023
Date

DocuSign Envelope ID: 7AE6D603-F496-4243-9920-A7948B4C771C

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.

| | |
|---|---|
| Courtesy Chevrolet<br>Offeror (Company) Name | Signature of Person Authorized to Sign Offer<br>Joe Pfeffer January 11, 2022 |
| 1233 East Camelback Road<br>Address | Printed Name Date |
| Phoenix, AZ 85014<br>City State Zip | Fleet Manager<br>Title |
| jpfeffer@houseofcourtesy.com<br>Email Address<br>www.courtesyfleet.com | 602-279-3232<br>Phone Number<br>602-264-9230 |
| Company Email Address | 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 CTR059315 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:
[signature]
Procurement Officer

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.

# EXHIBIT 1
# Title VI/Non-Discrimination Assurances
# Appendix A

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 |
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# EXHIBIT 4
# ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(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.<br>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<br>(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.<br>a. Buy America. Domestic preference procurement requirements of:<br>(1) 49 U.S.C. § 5323(j), as amended by FAST Act, and<br>(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—<br>(a) A Buy America certification as described in §663.25 of this part;<br>(b) A purchaser's requirements certification as described in §663.27 of this part; and<br>(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

# EXHIBIT 7
# PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

| | | |
|---|---|---|
| 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—<br>(1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and<br>(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—<br>(1) Provide accurate records of all vehicle construction activities; and<br>(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:<br>(1) Ten or fewer buses; or<br>(2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or<br>(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.<br>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.<br>(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.<br>(b) This subpart shall not apply to rolling stock that is not a motor vehicle. | |

# EXHIBIT 7
# PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

| | | |
|---|---|---|
| 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—<br>(1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and<br>(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—<br>(1) Provide accurate records of all vehicle construction activities; and<br>(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:<br>(1) Ten or fewer buses; or<br>(2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or<br>(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.<br>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.<br>(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.<br>(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.

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** | |

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:** 08/06/24 | **AGENDA ITEM:** 4.AC. FIN - Active Transportation Infrastructure Investment Program (ATIIP) - US Department of Transportation: Federal Highway Administration |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** All |
| **STAFF LIAISON:** Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165 | |
| **DEPARTMENT:** Financial 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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
The City of Buckeye seeks to address the current transportation barriers to non-vehicular travel in the Downtown Buckeye area by submitting a grant application that entails planning and design for a 4.5-mile multi-use path that runs along the Buckeye Canal from SR-85 to Watson Road and a pedestrian bridge at Watson Road over the Union Pacific Railroad tracks. The grant funds the planning and design effort over two years.

**BENEFITS:**
The multi-use path and pedestrian bridge will improve safety, reduce transportation barriers, reduce traffic-related fatalities and injuries, reduce transportation-related emissions, and connect individuals to places of employment, worship, education, and shopping. The path and pedestrian bridge will also be ADA compliant to serve all individuals within the community.

**FUTURE ACTION:**
After all grant funds have been expended, we anticipate that the grant and the match will cover the cost of this planning and design project. We hope to pursue a construction grant once the planning and design have been completed, if awarded.

**FINANCIAL IMPACT STATEMENT:**
The Federal grant portion is $960,000 with a total $240,000 match from the City of Buckeye. The total project cost is $1,200,000.

**CURRENT FISCAL YEAR TOTAL COST:**
$120,000 due from the City in FY2025.

**BUDGETED:**
Yes

**FISCAL YEAR:**
2025 and 2026

**FUND/DEPARTMENT:**
Finance and Engineering

---

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
ATIIP Narrative - Buckeye Canal Multi-Use Path.docx
CAR Recap Summary Buckeye Canal Multi-Use Path - App.docx

**City of Buckeye Grant Proposal**

Planning and Design
City of Buckeye – Buckeye Canal Multi-Use Path and Watson Road Pedestrian Bridge Active Transportation Network
City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85396

Any inquiries with respect to this proposal may be directed to:
Rob Roach: Grant Program Administrator - 623-349-6165 - rroach@buckeyeaz.gov
Courtney Gomez: Grant Specialist – 623-349-6159 – cgomez@buckeyeaz.gov
Total Project Cost: $1,200,000

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## Narrative

### I. Basic Project Information

#### a) Project Description

This Planning and Design project would be for a 10-foot-wide multi-use path and pedestrian bridge that will connect to an Active Transportation Network. The new path will commence at State Route 85 (SR-85) north of the Buckeye Irrigation District (BID) Canal and run east to Watson Road (4 miles) and north along Watson Road for ½ mile. The project also includes the planning and design of a pedestrian bridge over the Union Pacific Railroad tracks. The pedestrian bridge provides access to 2 major employers. The multi-use path will cross four roadways at-grade and will require pedestrian signals at each location. The project is located in the downtown area of the City of Buckeye and is a key component of the City's path and trail system. The multi-use path is identified in the City's Bicycle and Pedestrian Master Plan, Microsoft Word - 04_Buckeye BPMP_The Plan_2019 09 03a MMY_clean (buckeyeaz.gov). The entire project length would be approximately 4.5 miles. This Planning and Design project would complete a portion of the Maricopa Trail within the City of Buckeye through the downtown area. The downtown Buckeye area in which the project will positively impact includes Census Tracts 507.01, 507.02, and 506.17. Notably, Census Tracts 507.01 and 507.02 are Federally designated as historically disadvantaged communities.

The following are located along the project limits –

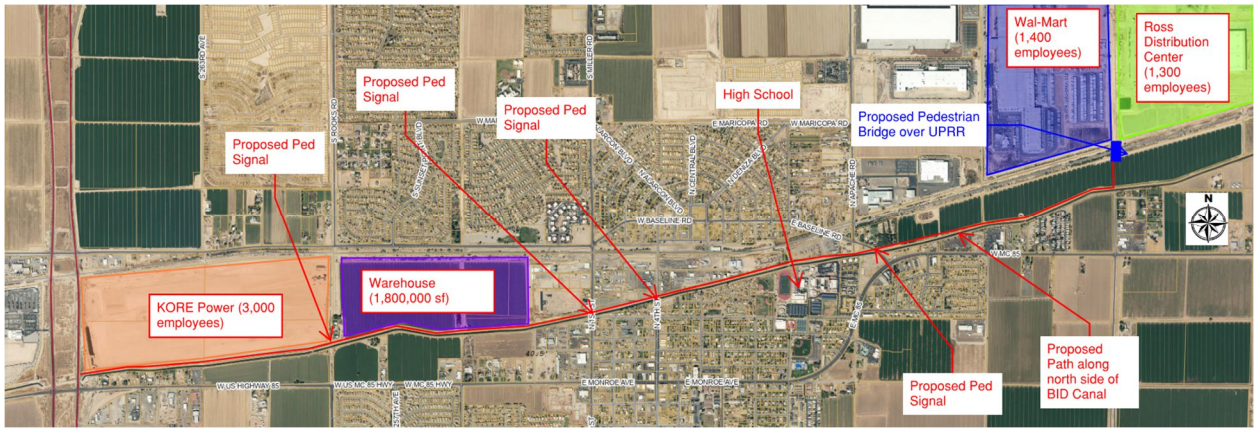
- Downtown Buckeye with residential and local businesses.
- Buckeye Union High School.
- Buckeye Elementary School.
- Wal-Mart Distribution Center (1,400 employees) – Currently open
- Ross Distribution Center (1,300 employees) – Open in 2025
- KORE Power Lithium Ion Battery (3,000 employees) – Open in 2025
- Warehouse Facility (1.8M square feet of buildings)

Upon completion, the multi-use path and pedestrian bridge would provide a safe walking, rolling, or biking path for residents, students, recreational use, employment, churchgoers, and retail use from the residential areas near the multi-use path as an alternative to utilizing the sidewalk adjacent to roadways, on-street bicycling, or driving. The project would encourage active transportation and reduce dependence on automobiles to commute around this portion of the City.

The Planning of the project would finalize the pathway alignment and identify any necessary right of way or easements to construct the multi-use path and pedestrian bridge. This project will also identify and complete any necessary clearances to allow the construction of the bridge over the existing Union Pacific Railroad.

The Design portion of the project includes the development of the construction documents for the construction documents for the bridge and ramps, as well as the path for the entire project

limits. It would also include the design for the solar lighting and four pedestrian signals. The design and planning will also include environmental assessments and historic cultural reviews.




### b) Project Location

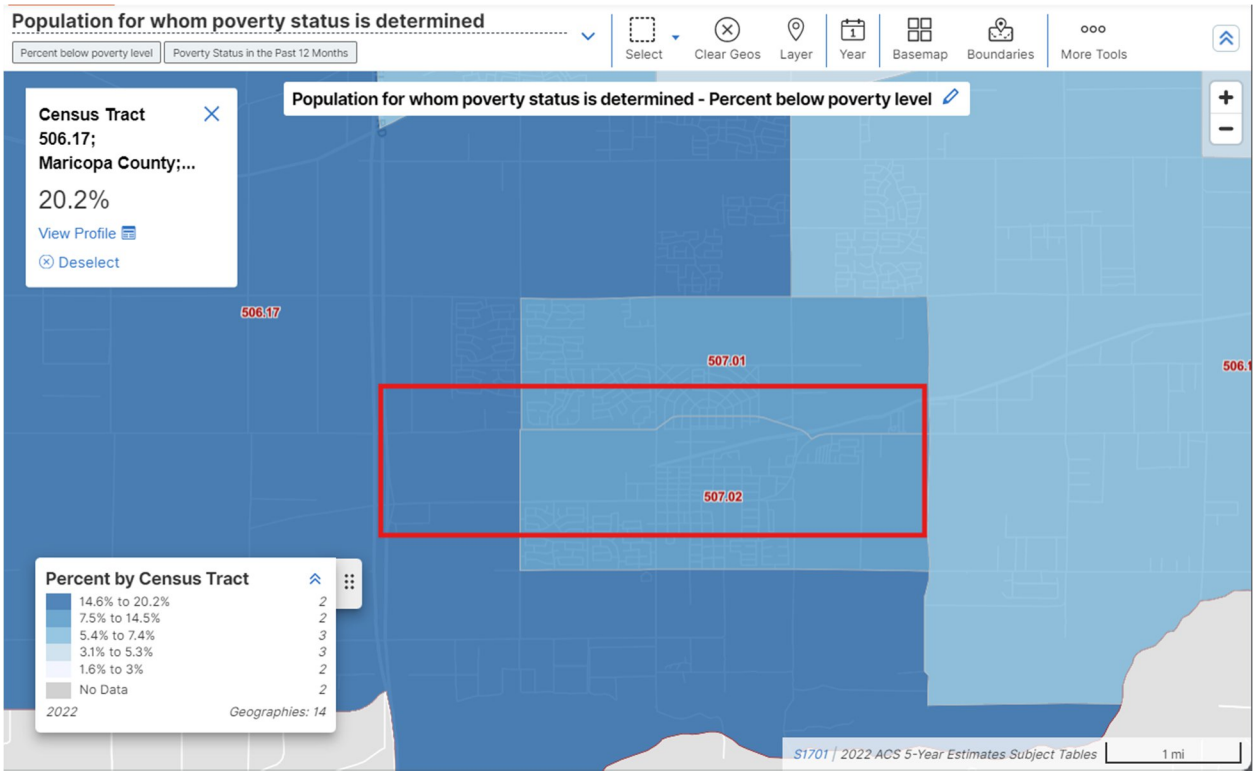
The project is located in the downtown area of the City of Buckeye and is a key component of the City's path and trail system. The project is located in the City of Buckeye, an Urbanized Area, located in Maricopa County, Arizona. Buckeye is a rural area with population clusters spread over 640 sq. miles, covered by greater than 90% agricultural/open space, 2% industrial/commercial use, and 4% residential. Buckeye is located 40 miles west of Phoenix and consists of 640 square miles. Buckeye is home to approximately 117,000 people. The community includes 28,105 households as of 2022. Buckeye's 2024 main ethnic breakdown is 35% Latino, 48% White, 8% Black and 9% other. The World Population Review estimates the median household income for 2024 is $94,188, the median age is 35 years, and 8% of households are below poverty level. Portions of Buckeye have been federally identified as historically disadvantaged as to transportation, health, equity, environmental indicators, Risk Management Plan (RMP) facility proximity, wastewater discharge, flood risk, education, income, socioeconomic indicators, unemployment, and high level of vulnerability to negative effects caused by external stresses on human health. Buckeye is only 15% built and is one of the fastest growing cities in the United States. Buckeye is estimated to have a population of 295,400 people by 2040, according to the Maricopa Association of Governments (MAG). https://www.growbuckeye.com/pages/choose-buckeye.

The project is located in the downtown area of Buckeye, Arizona and runs along the BID Canal from SR-85 east to Watson Road. In the downtown area there are residential homes, civic buildings, community centers, schools, and several small businesses. The path would provide an alternative transportation option for employees to get to and from work while not relying on motor vehicles as their only means of transportation. The path would also provide over 4-miles of recreational amenity for Buckeye residents that are not adjacent to high speed/high traffic volume roadways. The proposed pedestrian bridge would be located on the east side of the Watson Road Section line and cross over the Union Pacific Railroad (UPRR). The bridge design will require coordination with the UPRR to identify the necessary vertical clearances over the railroad tracks as well as the necessary clearances for the bridge over UPRR right-of-way.

Ramps will be required from the proposed pathway on the south end of the bridge and the existing sidewalk on the north side of the railroad tracks. See Figure below.




Currently there are no existing paths within the project area that are continuous, making it difficult for users and potential users to benefit from the current infrastructure. Through the design and planning of this multi-use path, barriers to community connectivity will be removed, while also considering the safety of all path users, as much of the path is located away from roadways. The pedestrian bridge at Watson will provide downtown residents with non-vehicular access to the 2 warehouse employment centers, which they do not currently possess. The project will also enable greater pedestrian access to frequented public facilities such as retailers, commercial facilities, schools, places of worship, and parks and playgrounds. This project will support economic development as people will have greater access to job opportunities. The project is located in Census Tracts 507.01, 507.02, and 506.17 but will also serve neighboring Census Tract 506.11. Notably, Census Tract 506.17 has 20.2% of the population living below the poverty level within the past 12 months. Census Tract 507.01 has 14.1% of the population living below the poverty level within the past 12 months and Census Tract 507.02 has 14.5% of the population living below the poverty level within the past 12 months. According to the U.S. Census Bureau's 2020 census, this project will remove connectivity barriers for approximately 26,692 people, which is anticipated to grow as more neighborhoods are being constructed around the proposed project. Below is a map containing the census tracts mentioned above and the proposed project located within the red box.




### c) Lead Applicant

The City of Buckeye is the lead applicant for the proposed project. The City of Buckeye was previously awarded a grant from the U.S. Department of Transportation (USDOT) through the USDOT FY23 Safe Streets and Roads for All funding opportunity. The total cost of the project is $750,000, with $600,000 being Federal funds and $150,000 being City of Buckeye's match funds. The grant funds the creation of a Safe Streets Action Plan which includes the development of a citywide transportation safety action plan. The grant is currently active, and the City's project is in progress. Buckeye is also currently the subrecipient of three FTA active grants totaling over $2.5 million total cost, of which the Federal portion is $2,061,600.

The City of Buckeye has not recently received any Federal-aid highway program funds. The City has 3 full-time positions which are dedicated strictly to all grant-related activities.

### d) Other Public and Private Parties

The proposed project does not benefit a specific private corporation, a public entity, or a non-public entity. The only other parties that will be involved in delivering the project will be the contractors chosen to develop the plan and design for the project. This contractor is not currently known and will remain unknown until the grant has been awarded and the project enters the procurement phase which will include a Request for Proposal (RFP) or a Request for Quote (RFQ) per City procurement guidelines.

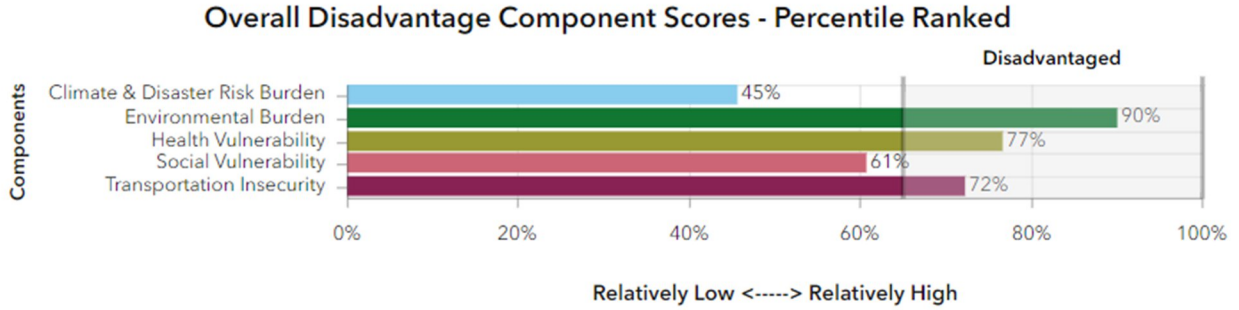
## II. Grant Funds, Sources, and Uses of all Project Funding

The total estimated cost of this planning and design project is $1,200,000. The City of Buckeye will provide a 20% match of $240,000 (non-federal), with the remaining 80% ($960,000) being ATIIP funds. The City's match share is included in the City budget and will be funded from the City's General Fund. There will be no other Federal Funds to support this proposed project. There is only one component within this project: Planning and Design which will cover the planning and design efforts, right of way and easement identification, coordination with the Union Pacific Railroad, pedestrian bridge design, 4.5 miles of path design, 4.5 miles of solar path design, and 4 pedestrian signal designs. The funding request budget includes sufficient contingency amounts to cover unanticipated cost increases. However, should there be further unanticipated cost increases, the City is prepared to pay the cost increase through its General Fund account. The City has not applied for any other grant opportunities for this project. Below is a table summarizing each activity and its associated cost under the proposed planning and design project.

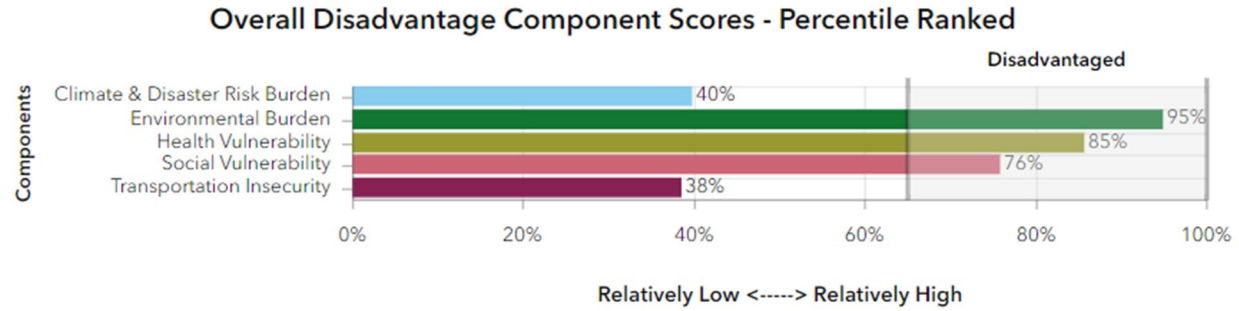
| Activity | Budget |
|---|---|
| Coordination with the Union Pacific Railroad, Buckeye Irrigation District, Arizona Public Service for a pressurized brine line to Palo Verde Nuclear Generating station, and coordination with the adjacent property owners to ensure access is provided | $30,000 |
| Survey and Identification of utilities within the project limits and verifying if prior rights exist. Topographic survey of project limits. | $20,000 |
| Geometry: Establishment of horizontal and vertical geometry for the path and pedestrian bridge | $35,000 |
| Right of way and easement assessment | $20,000 |
| Development of bridge plans for the ultimate 6-lane cross section of Watson Road and the development of final probable construction costs, including right of way and easements, utility, and construction administration costs. | $600,000 |
| Design of a 4.5-mile multi-use path | $240,000 |
| Design of 4.5-miles of solar path lighting | $120,000 |
| Design of 4 pedestrian traffic signals | $100,000 |
| Monthly project meetings with the City and other interested parties | $10,000 |
| Environmental assessment and historic cultural review | $25,000 |
| **Total** | **$1,200,000** |

**Merit Criteria**

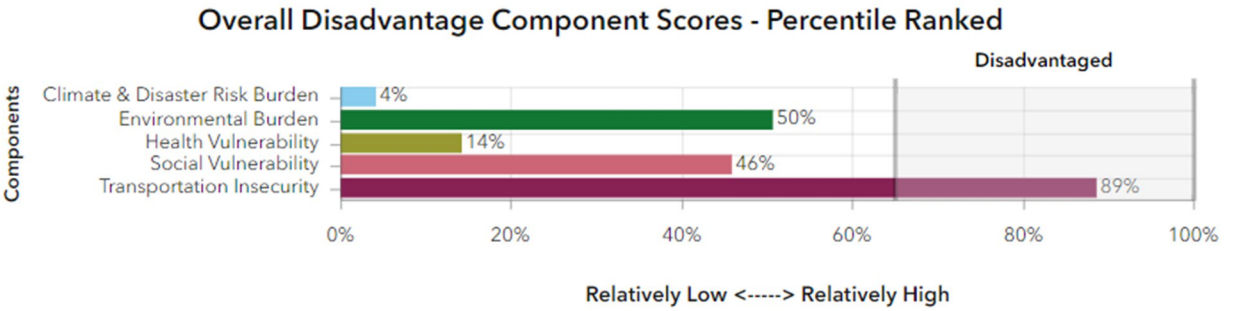
**a. Criterion #1: Mobility and Community Connectivity**




The above image contains the Disadvantage Component Scores for Census Tract 507.01 from the U.S. Department of Transportation's Equitable Transportation Community Explorer. ETC Explorer - State Results | USDOT Equitable Transportation Community (ETC) Explorer (arcgis.com). The image below shows the Disadvantage Component Scores for Census Tract 507.02.

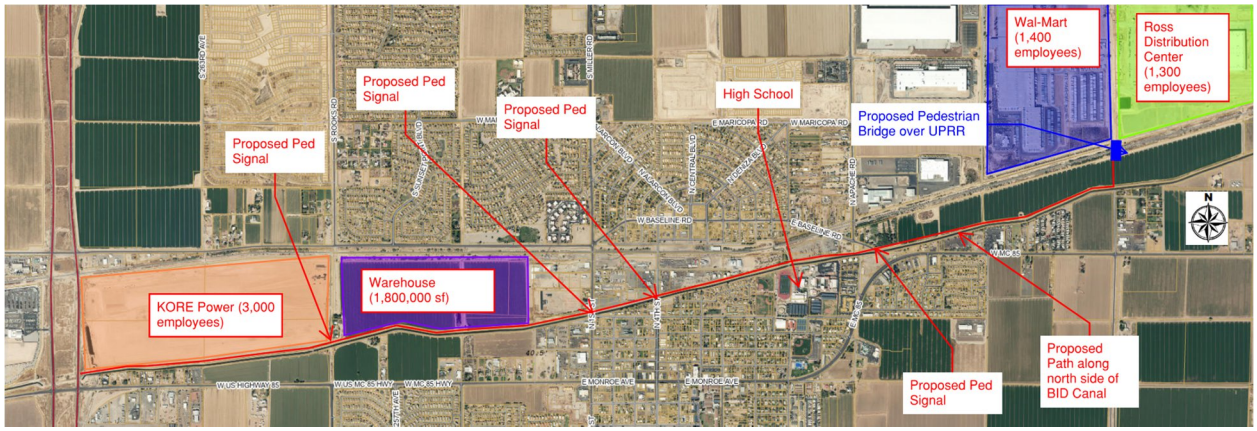



Lastly, the image below shows the Disadvantage Component Scores for Census Tract 506.17.




The above ETC tools indicate that Census Tract 507.01 is in the 72nd percentile for Transportation insecurity, 90% for environmental burden, and over 61% for social vulnerability. Similarly, Census Tract 507.02 is in the 85th percentile for health vulnerability, 95% environmental burden, and 76% for social vulnerability. Lastly, Census Tract 506.17 is in the 89th percentile for transportation insecurity, 50% for environmental burden, and over 46% for social vulnerability. The City seeks to address these challenges for those living within the proposed project area through the planning and design of a multi-use path and pedestrian bridge. The

multi-use path and pedestrian bridge will enable these vulnerable individuals to gain mobility and community connectivity as they will be able to commute via non-vehicular modes of transportation. The multi-use path will enable individuals to access points of interest such as employment, grocery stores, retail stores, banks, healthcare facilities, schools, recreation parks, religious facilities, and dining establishments. Multi-use path users will be able to use the path by non-vehicular means such as walking, bicycling, roller skating, skateboarding, wheelchair etc. Vehicles that are meant to drive on roads will not be permitted to travel on the multi-use path. The image below shows the proposed multi-use path in red and the proposed pedestrian bridge in blue, along with current large employment centers located along the proposed project.




Additionally, approximately .17 miles south of the proposed multi-use path there is a bus stop located at 7707 S. Highway 85. This bus stop is serviced by Valley Metro. The bus has a total of 4 stops within Buckeye:

- Buckeye's Community Center (201 E. Centre Avenue)
- Labor Systems (7707 S. Highway 85)
- Yuma Road and Watson Road
- Sundance Library and City Courthouse (21699 W. Yuma Road)

Valley Metro buses provide service from Ajo/Gila Bend to Phoenix with 5 trips, Monday through Friday and 2 trips on Saturdays. The multi-use path will allow greater accessibility to public transportation services. The map below shows a zoomed in section of the multi-use path, highlighted in red, to demonstrate the distance from the path to the Valley Metro Bus Stop, plotted in yellow.




### b. Criterion #2: Community Support

As mentioned previously, approximately 26,692 people will be positively affected by the proposed project, and this population is anticipated to grow as more neighborhoods are being constructed around the proposed project. There are schools within walking distance of the proposed multi-use path in which the community has expressed interest in safer commutes to the schools for their children. The path will allow children to safely walk, skateboard, bicycle, etc. to school as most school-aged children are unable to legally operate a vehicle. Parents support this multi-use path proposal as their children will be commuting to school in a way that is safely separated from the road. The City has obtained multiple letters of support for this project as the multi-use path will enhance their quality of life and safety. The pathway also links together several neighborhoods, such as Ironwood Vista, Downtown Buckeye, Valencia and others.

### c. Criterion #3: Commitment to Increasing Walking, Biking, and Other Types of Active Transportation

The proposed project supports the planning and design efforts, right of way identification, coordination with Union Pacific Railroad, pedestrian bridge design, 4.5 miles of path design, 4.5 miles of solar path lighting design, and 4 pedestrian signal designs. The project does not and will not support the planning or design of a vehicular road. The multi-use path and pedestrian bridge will only be accessible to those who are walking, bicycling, or using other types of non-vehicular active transportation. The design and planning will prioritize safety, accessibility, and comfort for all potential users. Potential users will also experience an increased sense of safety as almost the entirety of the path is not directly next to or crossing a roadway and will be located along an irrigation canal. The completed path would provide a safe alternative walking or biking path for the community by not requiring them to utilize the sidewalk or on-street bicycle lane on near-by major roadways and by providing an alternative to busy roadways. Solar path lighting would be provided along the entire pathway to provide a safer walking environment at night for the pathway users. The City of Buckeye has developed a Bicycle and Pedestrian Master Plan to promote and commit to increased walking, biking, and other types of active transportation Microsoft Word - 04_Buckeye BPMP_The Plan_2019 09 03a MMY_clean (buckeyeaz.gov). The BID canal multi-use path and pedestrian bridge is in the City□s Bicycle and Pedestrian Master

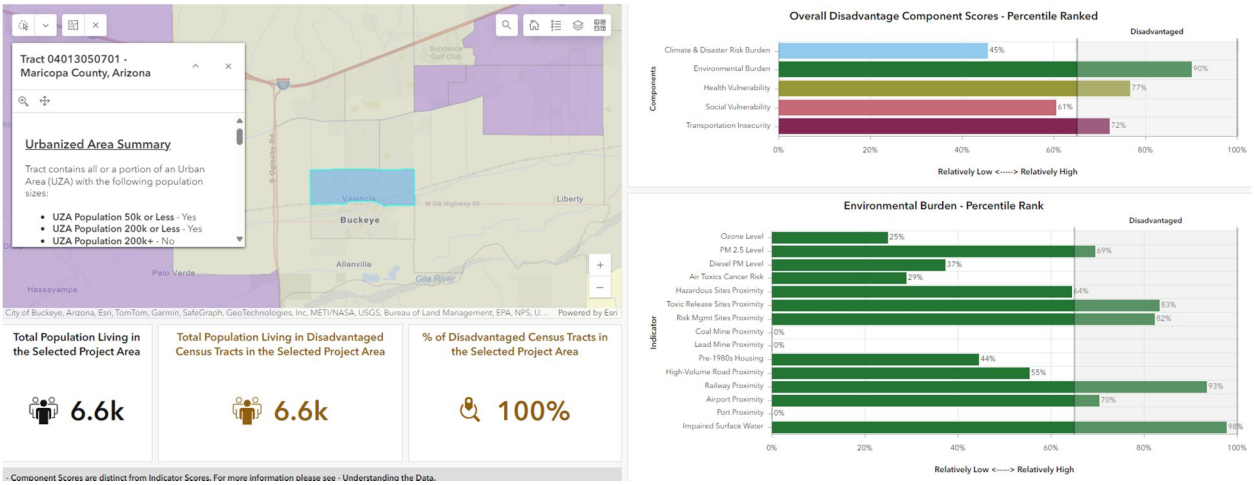
Plan. The multi-use path and pedestrian bridge will enable those transportation insecure and socially vulnerable individuals to gain mobility and community connectivity as they will be able to commute via non-vehicular modes of transportation. This project will enable all individuals to access points of interest such as employment, grocery stores, retail stores, banks, health care facilities, schools, recreation parks, religious facilities, and dining establishments. Multi-use path and pedestrian bridge users will be able to use the path and bridge by non-vehicular means such as walking, bicycling, roller skating, skateboarding, wheelchair etc.

### d. Criterion #4: Financial Completeness

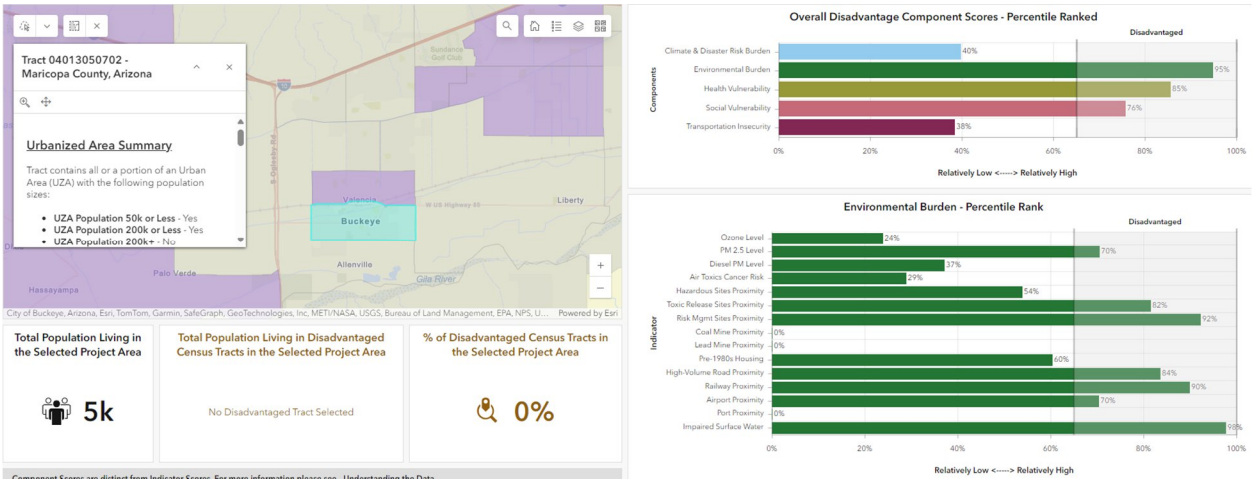
The City has budgeted 20% ($240,000) of the total project cost as part of the required match, with the remaining 80% ($960,000) being ATIIP funds. The City has also considered unexpected price increases as part of the total cost, but in the event where there are additional unexpected price increases, the City is prepared to fund those overages. The planning project will be completed within 24 months.

### e. Criterion #5: Equitable Development

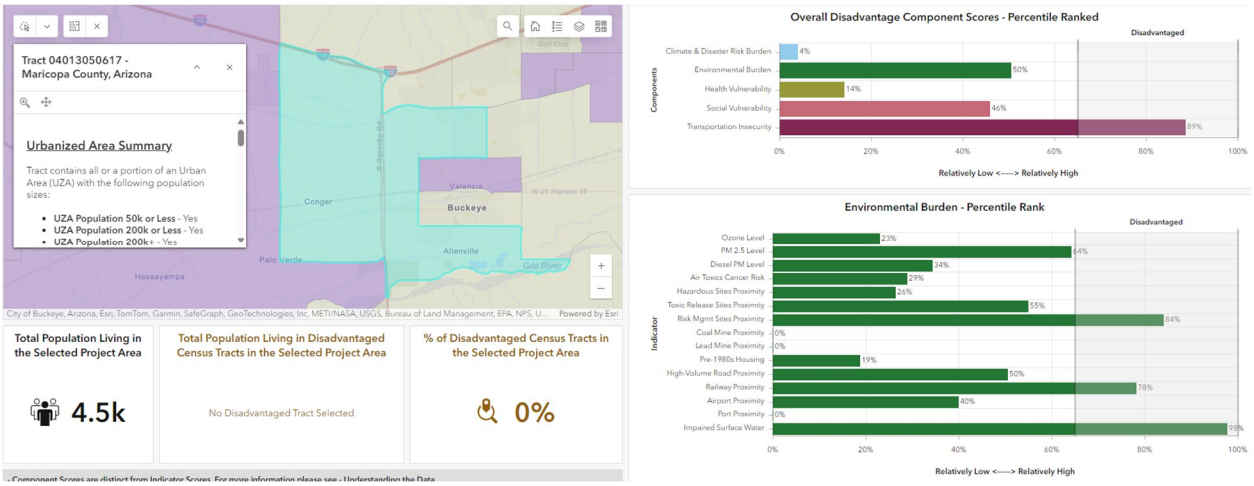
The proposed multi-use path will reduce the community's social vulnerability, environmental burden, and transportation insecurity.




The image above shows the environmental burdens that Census Tract 507.01 endures, while also showing that 507.01 is considered a disadvantaged community based on the U.S. DOT's Equitable Transportation Community (ETC) tool. The below image shows the environmental burdens that Census Tract 507.02 endures. ETC Explorer - State Results | USDOT Equitable Transportation Community (ETC) Explorer (arcgis.com).




Lastly, the image below shows the environmental burdens that Census Tract 506.17 endures.




In this proposal, the City seeks to obtain funding for the planning and design of the future to be built multi-use path and pedestrian bridge.

Additionally, the new path will positively affect approximately 26,692 people within the census tracts next to which the project is located. The completed trail would provide a safe alternative walking or biking path for the community by not requiring them to utilize busy street sidewalks or on-street bicycle lanes on nearby major roadways and by providing an alternative to busy roadways in this part of the City. Solar path lighting would be provided along the entire pathway to provide a safer walking environment at night for the pathway users. The crossings of roadways would occur at pedestrian signals.

### f. Criterion #6: Other DOT Goals and Priorities

The proposed project supports DOT□s goals and priorities of safety for cyclists and pedestrians, quality of life, economic competitiveness, access to jobs and key destinations, and environmental protection. The project is located in Census Tracts 507.01, 507.02, and 506.17 which face high levels of environmental burden according to the ETC Explorer (see images from Criterion #5), which is on the high burden list along with transportation insecurity and social vulnerabilities.

Additionally, the ETC Explorer as shown above exhibits a detailed explanation of the environmental burdens faced in Census Tracts 507.01, 507.02, and 506.17. Some items that this project will address are Ozone levels, Diesel PM levels, and high-volume road proximity. The planning and design for the connection of the multi-use path and pedestrian bridge will ensure that the path is constructed in the best way to encourage people to use the pathway through active transportation methods instead of vehicular means on nearby roads. As more people choose to commute via the multi-use path, the City anticipates a reduction in greenhouse gases as less people will be operating motor vehicles to reach their destinations. By addressing air quality and community safety and connectivity, residents within and around Census Tracts 507.01, 507.02, and 506.17 will experience an increased quality of life. With more people having non-vehicular access to jobs and key destinations, it allows Buckeye to be more competitive economically. ETC Explorer - State Results | USDOT Equitable Transportation Community (ETC) Explorer (arcgis.com).

## III. Project Readiness and Environmental Risk

### a. Technical Feasibility (Construction, and Planning and Design Grants)

As previously mentioned, the City was awarded the USDOT FY 2023 Safe Streets for All funding opportunity which funds the creation of a Safe Streets Action Plan which includes the development of a citywide transportation safety action plan. The grant is currently active, and the City's project is in progress. The City's Engineering Department is also very familiar with planning and design projects since Buckeye is one of the fastest growing cities in the United States and has several projects that have previously undergone planning and design prior to the construction phase. Additionally, similar multi-use path projects are currently in the City's CIP as the City has identified the need for this project and has prioritized the project. The project will include the development of the construction documents for the bridge and ramps, as well as the path for the entire project limits. It will also include the design for pathway solar lighting and 4 pedestrian signals. The planning and design project will be completed within 24 months.

At this time the City is not aware of any environmental risks associated with this project. However, prior to construction, the City will conduct a National Environmental Policy Act (NEPA) study.

## IV. Administration Priorities and Departmental Strategic Plan Goals

### a) Safety

The completed multi-use path would provide a safe alternative walking or biking path for the community by not requiring them to utilize the sidewalk or on-street bicycle lane on near-by major roadways and by providing an alternative to busy roadways through this portion of the City. Solar path lighting would be provided along the entire pathway to provide a safer environment at night for the pathway users. This separation provides increased safety for the users of the multi-use path as they will be less likely to be injured from a traffic collision. The City does not anticipate the proposed project to have a negative impact on the overall safety of the traveling public because the proposed multi-use path does not run along or cross any high traffic roadways that do not have a pedestrian crossing. The four signalized pedestrian crossings

that will be added will periodically stop cross-traffic for the safety of the crossing pedestrians. The pedestrian bridge will provide a grade separated crossing over railroad tracks for individuals to safely access over 2,500 jobs. The planning and design will also help identify and mitigate any potential safety hazards and risks that may arise from the construction of the multi-use path. The City anticipates more people traveling through non-vehicular means via the multi-use path and less people traveling via vehicles on the local roadways.

**b) Climate Change and Sustainability**

The proposed project includes the planning and design for a 10-foot-wide multi-use path that does not have any anticipated adverse effects on the environment. The multi-use path will not have any anticipated adverse environmental effects on the air or water quality and will also not have any anticipated adverse effects on any endangered species. The improvements of the multi-use path will also help with surface water drainage. The proposed multi-use path and pedestrian bridge are currently undeveloped dirt spaces that do not support plant life or wildlife. The ETC Explorer provides indicators of specific environmental burdens within Census Tracts 507.01, 507.02, and 506.17 (see images in Criteria #5). This project will not have any anticipated adverse impact on the impaired surface water burden that this community faces. The project will have a positive impact on air quality as the City anticipates that more people will elect to participate in active transportation networks rather than commuting via motor vehicles that pollute the air with greenhouse gases. Currently, people are not using the existing paths as they are not continuous or safe, and the City aims to connect the paths to ensure continuity and safety to further promote active transportation. The average car produces 348 grams of carbon dioxide (CO2) emissions per mile. The distance that an individual must travel to work and other points of interest may vary, as well as the frequency with which they must travel. If an individual must travel 2 miles round trip, 5 days per week, the individual can reduce carbon dioxide emissions by 174,000 grams (2 miles per round trip X 348 grams X 250 round trips per year) in a single year for just one car. If the average daily traffic were 3,000 vehicles, that could reduce CO2 emissions by over 522 million grams.

**c) Equity**

The planning and design of the multi-use path considers equity and ensures that the path is accessible for all individuals by ensuring Americans with Disabilities Act (ADA) compliance and benefiting the above identified disadvantaged census tracts. As previously detailed, the path and bridge focus on removing connectivity barriers that currently exist by providing a multi-use path and pedestrian bridge. The project will enable individuals to access public transit systems such as Valley Metro which services between Ajo/Gila Bend to Phoenix and allows individuals greater access to employment, shopping, education, healthcare services, valley events, and social activities. Valley Metro’s fares range from $2.00 to $6.50, which provides affordable transit to all individuals. The City seeks to address the social vulnerability, transportation insecurity, and environmental burdens that currently are the top issues within Census Tracts 507.01, 507.02, and 506.17, and this path and pedestrian bridge will aid in this endeavor.

### d) Workforce Development, Job Quality, and Wealth Creation

The multi-use path and pedestrian bridge will enable individuals living in the identified historically disadvantaged neighborhoods to access employment opportunities without the use of a vehicle. Employment opportunities include warehouses, grocery stores, retail stores, banks, health care facilities, schools, religious facilities, small businesses and dining establishments. Some of the employers that users of the path will be able to access are KORE Power which will employ 3,000 people once it opens at the end of 2025, Walmart Distribution Center that currently employs 1,400 employees, Ross Dress for Less Distribution Center which employs 1,300 employees, and much more. As previously mentioned, there is a bus stop located less than .2 miles south of the proposed multi-use path.

The construction of this project will provide on-site employment opportunities. Any outside services required by this project would be available for bid to Disadvantaged Business Enterprises, Minority-owned Businesses, Women-owned Businesses, and 8(a) firms.

## V. FHWA Priority Selection Considerations

This project supports mobility and community connectivity, community support, commitment to increasing walking, biking, and other types of active transportation, financial completeness, equitable development, safety for pedestrians and cyclists, access to jobs and key destinations, quality of life, economic competitiveness, and environmental competitiveness. Each of these goals and priorities have been explained in depth in the previous narrative sections.

## VI. Letters of Support

The letters of support are attached separately in grants.gov.

Advanced Transportation Technology and Innovation (ATTAIN) Grant Application Summary Recap

Project Description:



The City of Buckeye seeks to address the current transportation barriers in the Downtown Buckeye area by submitting a grant application that entails planning and design for a 4.5-mile multi-use path that runs along the Buckeye Canal from SR-85 to Watson Road and a pedestrian bridge at Watson Road over the Union Pacific Railroad tracks. The grant funds the planning and design effort for two years.

Project Cost



- $ 1,200,000

Required Match



- $ 240,000

Grant Amount



- $ 960,000

Plans Once Grant Expires:



- After all grant funds have been expended, we anticipate that the grant and the match will cover the cost of this planning and design project. We hope to pursue a construction grant once the planning and design has been completed, if awarded.

Objectives and Expected Outcomes



- The multi-use path and pedestrian bridge will improve safety, reduce transportation barriers, reduce traffic-related fatalities and injuries, reduce transportation-related emissions, and connect individuals to places of employment, worship, education, and shopping. The path and pedestrian bridge will also be ADA compliant to serve all individuals within the community.
- The expected outcome is an increase in non-vehicular mobility for all individuals within the community.
- Another expected outcome is a reduction in traffic-related emissions as path and pedestrian bridge users will be commuting in ways that do not involve motor vehicles.

Time Period for the Grant



- FY 2025 and FY 2027

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.AD. FIN - Lower Buckeye Road Active Transportation Infrastructure Investment Program (ATIIP) - US Department of Transportation: Federal Highway Administration |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** All |
| **STAFF LIAISON:** Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165 | |
| **DEPARTMENT:** Financial 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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
The City of Buckeye seeks to address the current pedestrian transportation barriers in Buckeye by submitting a grant application that entails planning and design for a one-mile multi-use path, one new pedestrian signal, and three miles of solar path lighting within the Western Area Power Administration (WAPA) Power Line easement north of Lower Buckeye Road between Watson Road and Miller Road. Currently there are no existing paths within the project area that are continuous, making it difficult for users and potential users to benefit from the current infrastructure. The grant funds the planning and design effort over two years.

**BENEFITS:**
The multi-use path, pedestrian signal, and solar path lighting will improve safety, increase non-vehicular mobility, reduce transportation barriers, reduce traffic-related fatalities and injuries, reduce transportation-related emissions, and connect individuals to places of employment, worship, education, and shopping. The path and pedestrian signal will also be ADA compliant to serve all individuals within the community.

**FUTURE ACTION:**
After all grant funds have been expended, we anticipate that the grant and the match will cover the cost of this planning and design project. We hope to pursue a construction grant once the planning and design have been completed, if awarded.

**FINANCIAL IMPACT STATEMENT:**
The Federal grant portion is $212,000, with a total $53,000 match from the City of Buckeye. The total project cost is $265,000.

**CURRENT FISCAL YEAR TOTAL COST:**
$26,500 due from the City in FY2025.

**BUDGETED:**
Yes

**FISCAL YEAR:**
2025-2027

**FUND/DEPARTMENT:**
Finance and Engineering

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
ATIIP Narrative - Lower Buckeye Multi-Use Path.docx
CAR Recap Summary Lower Buckeye Multi-Use Path - App.docx

**City of Buckeye Grant Proposal**

Planning and Design
City of Buckeye – Lower Buckeye Multi-Use Path – Watson Road to Miller Road
City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85396

Any inquiries with respect to this proposal may be directed to:
Rob Roach: Grant Program Administrator - 623-349-6165 - rroach@buckeyeaz.gov
Courtney Gomez: Grant Specialist – 623-349-6159 – cgomez@buckeyeaz.gov
Total Project Cost: $265,000

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## Narrative

### I. Basic Project Information

#### a) Project Description

This Planning and Design project would be for a 10-foot-wide multi-use path within the Western Area Power Administration (WAPA) Power Line easement north of Lower Buckeye Road between Watson Road and Miller Road. The multi-use path is identified in the City's Bicycle and Pedestrian Master Plan. Microsoft Word - 04_Buckeye BPMP_The Plan_2019 09 03a MMY_clean (buckeyeaz.gov). Recent residential developments have completed portions of the multi-use path along their frontage but there are portions adjacent to older developments and current undeveloped land that have not been constructed. The project would include approximately ½-mile of pathway on the west end at Miller Road and ½-mile of pathway on the east end at Watson Road.

The following are located along the project limits –

- Two large warehouse distribution centers (employers) on Miller Road north of Lower Buckeye Road.
- Youngker High School is located on the northwest corner of Apache Road and Lower Buckeye Road (in the middle of the proposed path limits).
- Sundance Regional Park is located along Lower Buckeye Road east of Watson Road.
- Two elementary schools are within ½ mile of the pathway.
- Residential areas along the entire corridor.
- Commercial centers on Watson Road approximately ¾-mile north of Lower Buckeye Road.
- A large Catholic Church

Upon completion, the multi-use path would provide a safe walking, rolling, or biking path for students, recreational use, employment (2 major warehouse centers), churchgoers, and retail use from the residential areas east and west of the multi-use path as an alternative to utilize the sidewalk adjacent to the roadway, on-street bicycling, or driving.

In 2019, a pathway project on Lower Buckeye Road between Watson Road and Rainbow Road was completed that provided direct access to the Sundance Regional Park, accessible to neighborhoods to the east. This project would complete the pathway that connects directly to the existing pathway, thereby providing access to the Regional Park for residents to the west.

The Planning of the project would finalize the pathway alignment and identify all property owners where any easements would be required to construct the pathway. During the Planning portion an agreement will be established with WAPA to create an easement for the multi-use path along their power line. In addition, any necessary easements from private property owners for the pathway will be created.

The Design portion of the project includes the development of the construction documents for the pathway, includes solar path lighting along the pathway to provide a safer walking environment at night for the pathway users. The pathway will cross 4 major roadways, with 2

crossings at existing signalized intersections, 1 future signalized intersection and 1 mid-block crossing that will utilize a Pedestrian Signal to help users safely cross the roadway.

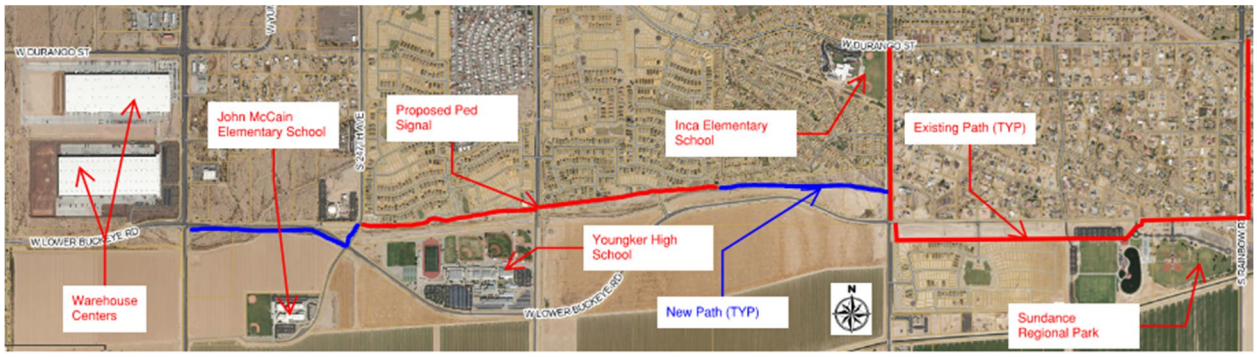
The project will accomplish the following: planning efforts, WAPA Easement Agreement, Private Property Owner's Easements, 1 mile of new pathway design, 1 new pedestrian signal design, and 3 miles of solar path lighting design.

**b) Project Location**

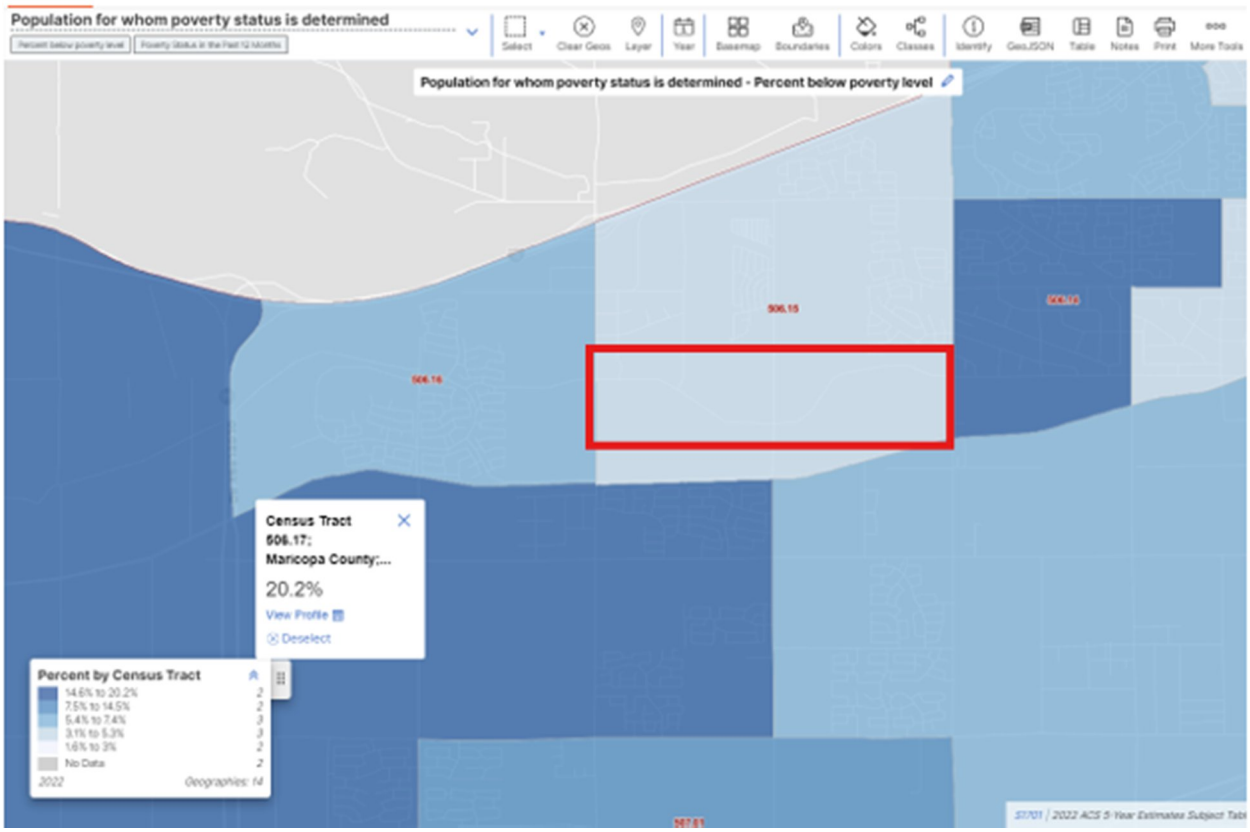
The project is located in the City of Buckeye located in Maricopa County, Arizona. Buckeye is a rural area with population clusters spread over 640 sq. miles, covered by greater than 90% agricultural/open space, 2% industrial/commercial use, and 4% residential. Buckeye is located 40 miles west of Phoenix and consists of 640 square miles. Buckeye is home to approximately 117,000 people. The community includes 28,105 households as of 2022. Buckeye's 2024 main ethnic breakdown is 35% Latino, 48% White, 8% Black and 9% other. The World Population Review estimates the median household income for 2024 is $94,188, the median age is 35 years, and 8% of households are below poverty level. Portions of Buckeye have been federally identified as historically disadvantaged as to transportation, health, equity, environmental indicators, Risk Management Plan (RMP) facility proximity, wastewater discharge, flood risk, education, income, socioeconomic indicators, unemployment, and high level of vulnerability to negative effects caused by external stresses on human health. Buckeye is only 15% built and is one of the fastest growing cities in the United States. Buckeye is estimated to have a population of 295,400 people by 2040, according to the Maricopa Association of Governments (MAG). https://www.growbuckeye.com/pages/choose-buckeye.

The project is located along W. Lower Buckeye Road between Miller Road on the west and Watson Road on the east. The project starting point at Miller Road and W. Lower Buckeye Road is approximately .84 miles south of Interstate 10 (I-10) and the project end point at Watson Road is approximately 1.5 miles south of I-10. The nearest shopping center is located approximately .75 miles north of the end point on Watson Road. Existing infrastructure includes Miller Road, Watson Road, and W. Lower Buckeye Road. Currently there are no existing paths within the project area that are continuous, making it difficult for users and potential users to benefit from the current infrastructure. Through the design and planning of a multi-use path along the WAPA Power Line easement north of W. Lower Buckeye Road between Watson Road and Miller Road, barriers to community connectivity will be removed, while also considering the safety of all path users as much of the path is located away from roadways. The project will also enable greater access to frequented public facilities such as two warehouse centers (Five Below and Funko Pop), 3 schools (John McCain Elementary School, Inca Elementary School, and Youngker High School), places of worship (St. Henry Roman Catholic Church and Kingdom Hall of Jehovah's Witnesses) and Sundance Regional Park. Additionally, as previously mentioned, the path will also provide greater access to shopping centers that house stores such as Walmart, Fry's Grocery, Walgreens, Aldi Grocery. These shopping centers also house medical facilities such as Abrazo Buckeye Emergency Center, Sundance Dental Group, Alliance Urgent Care, and Goodyear Chiropractic & Naturopathic – Buckeye. This project will support economic development as people will have greater access to job opportunities. The image below shows the project area as

well as the current infrastructure in place. The blue lines demonstrate the current existing multi-use paths and the red line between the two blue lines indicates the proposed project.




The project is located in Census Tract 506.15 but will serve neighboring census tracts 506.11, 506.14, 506.16, and 506.17. Notably, in the lower left of the image below, Census Tract 506.17 has 20.2% of the population living below the poverty level within the past 12 months and Census Tract 506.14 has 18.1% of the population living below the poverty level within the past 12 months. According to the U.S. Census Bureau's 2020 Census, this project will remove connectivity barriers for approximately 26,766 people, which is anticipated to grow as more neighborhoods are being constructed around the proposed project. Below is a map containing the census tracts mentioned above and the proposed project is located within the red box.



### c) Lead Applicant

The City of Buckeye is the lead applicant for the proposed project. The City of Buckeye was previously awarded a grant from the U.S. Department of Transportation (USDOT) through the USDOT FY23 Safe Streets and Roads for All funding opportunity. The total cost of the project is $750,000, with $600,000 being Federal funds and $150,000 being City of Buckeye's match funds. The grant funds the creation of a Safe Streets Action Plan which includes the development of a citywide transportation safety action plan. The grant is currently active, and the City's project is in progress. Buckeye is also currently the subrecipient of three FTA active grants totaling over $2.5 million total cost, of which the Federal portion is $2,061,600.

The City of Buckeye has not recently received any Federal-aid highway program funds. The City has 3 full-time positions which are dedicated strictly to all grant-related activities.

### d) Other Public and Private Parties

The proposed project does not benefit a specific private corporation, a public entity, or a non-public entity. The only other parties that will be involved in delivering the project will be the contractors chosen to develop the plan and design for the project. This contractor is not currently known and will remain unknown until the grant has been awarded and the project enters the procurement phase which will include a Request for Proposal (RFP) or a Request for Quote (RFQ) per City procurement guidelines.

## II. Grant Funds, Sources, and Uses of all Project Funding

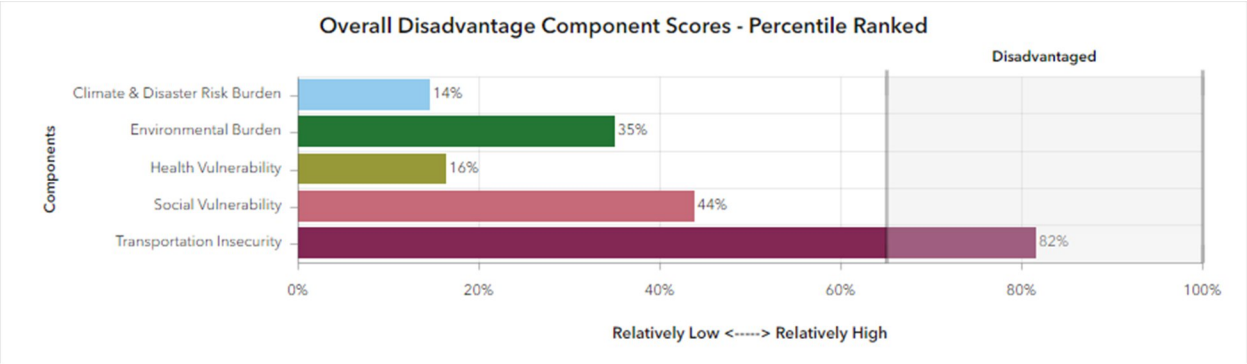
The total estimated cost of this planning and design project is $265,000. The City of Buckeye will provide a 20% match of $53,000 (non-federal), with the remaining 80% ($212,000) being ATIIP funds. The City's match share is included in the City budget and will be funded from the City's General Fund. There will be no other Federal Funds to support this proposed project. There is only one component within this project: Planning and Design which will cover the planning and design efforts for a WAPA Easement Agreement, private property owners' easements, 1 mile of new pathway design, 1 new pedestrian signal design, and 3 miles of solar path lighting. The project is currently in the City's Capital Improvement Program (CIP). The funding request budget includes sufficient contingency amounts to cover unanticipated cost increases. However, should there be further unanticipated cost increases, the City is prepared to pay the cost increase through its General Fund account. The City has not applied for any other grant opportunities for this project. Below is a table summarizing each activity and its associated cost under the proposed planning and design project.

| Activity | Budget |
|---|---|
| Coordination with the WAPA and adjacent property owners | $5,000 |
| Survey and Identification of utilities within the project limits and verifying if prior rights exist. Topographic survey of project limits. | $10,000 |
| Geometry: Establishment of horizontal and vertical geometry for the path | $10,000 |
| Right of way and easement assessment | $5,000 |
| Path design for 1 mile of multi-use path | $120,000 |
| Solar Path Lighting Design for 3 miles | $70,000 |

| | |
|---|---|
| Design of a pedestrian traffic signal | $35,000 |
| Project meetings with the City and other interested parties | $10,000 |
| **Total** | **$265,000** |

## III. Merit Criteria

### a. Criterion #1: Mobility and Community Connectivity




ETC Explorer - State Results | USDOT Equitable Transportation Community (ETC) Explorer (arcgis.com)

The above ETC tool indicates that Census Tract 506.15 is in the 82nd percentile for Transportation insecurity and over 40% for social vulnerability. The City seeks to address the transportation insecurity and social vulnerability for those living within the proposed project area through the planning and design of a multi-use path. The multi-use path will enable those transportation insecure and socially vulnerable individuals to gain mobility and community connectivity as they will be able to commute via non-vehicular modes of transportation. The multi-use path will enable all individuals to access points of interest such as grocery stores, retail stores, banks, health care facilities, schools, recreation parks, religious facilities, and dining establishments. Some of the chain retailers that users of the path will be able to access are Walmart, Fry□s Grocery, Walgreens, Goodwill, McDonald□s, and much more. This shopping center is currently one of the largest in Buckeye. Multi-use path users will be able to use the path by non-vehicular means such as walking, bicycling, roller skating, skateboarding, wheelchair etc. Vehicles that are meant to drive on roads will not be permitted to travel on the multi-use path. The image below shows the proposed multi-use path in red with the distance from the end of the path on Watson Road to these shopping centers in yellow, which is less than 1 mile north of the path. The blue lines show the existing paths.




Additionally, less than a mile north of the end of the multi-use path on Watson Road at the Northwest and Southeast corners of Yuma Road and Watson Road, there are bus stops that are serviced by Valley Metro. The bus has a total of 4 stops within Buckeye:

- Buckeye's Community Center (201 E. Centre Avenue)
- Labor Systems (7707 S. Highway 85)
- Yuma Road and Watson Road
- Sundance Library and City Courthouse (21699 W. Yuma Road)

Valley Metro buses provide service from Ajo/Gila Bend to Phoenix with 5 trips, Monday through Friday and 2 trips on Saturdays. The multi-use path will allow greater accessibility to public transportation services. The map below shows the yellow plotted line that represents the proposed multi-use path. The red line represents the connectivity between the multi-use path and the Valley Metro bus stop. If an individual were to start at the west end of the multi-use path and wanted to travel to the Valley Metro bus stop, their non-vehicular multi-use path journey would be less than 3-miles.




### b. Criterion #2: Community Support

As mentioned previously, approximately 26,766 people will be positively affected by the proposed project, and this population is anticipated to grow as more neighborhoods are being constructed around the proposed project. There are 3 public schools that are located within a mile of the proposed multi-use path in which the community has expressed interest in safer commutes to the schools for their children. The path will allow children to safely walk, skateboard, bicycle, etc. to school as most school-aged children are unable to legally operate a vehicle. Parents support this multi-use path proposal as their children will be commuting to school in a way that is safely separated from the road. The City has obtained multiple letters of support for this project as the multi-use path will enhance their quality of life and safety. The pathway also links together several neighborhoods, such as Buckeye North, Village at Sundance, Anderson Park, Watson Estates, and others.

### c. Criterion #3: Commitment to Increasing Walking, Biking, and Other Types of Active Transportation

The proposed project supports the planning and design for a WAPA Easement Agreement, private property owners easements, of 1 mile of new pathway design, 1 new pedestrian signal design, and 3 miles of solar path lighting design. The project does not and will not support the planning or design of a vehicular road. The multi-use path will only be accessible to those who are walking, bicycling, or using other types of non-vehicular active transportation. The design and planning will prioritize safety, accessibility, and comfort for all potential users. Potential users will also experience an increased sense of safety as almost the entirety of the path is not directly next to or crossing a roadway. The City of Buckeye has developed a Bicycle and Pedestrian Master Plan to promote and commit to increased walking, biking, and other types of active transportation Microsoft Word - 04_Buckeye BPMP_The Plan_2019 09 03a MMY_clean (buckeyeaz.gov). The Lower Buckeye multi-use path is identified in the City s Bicycle and Pedestrian Master Plan. The multi-use path will enable those transportation insecure and socially vulnerable individuals to gain mobility and community connectivity as they will be able to

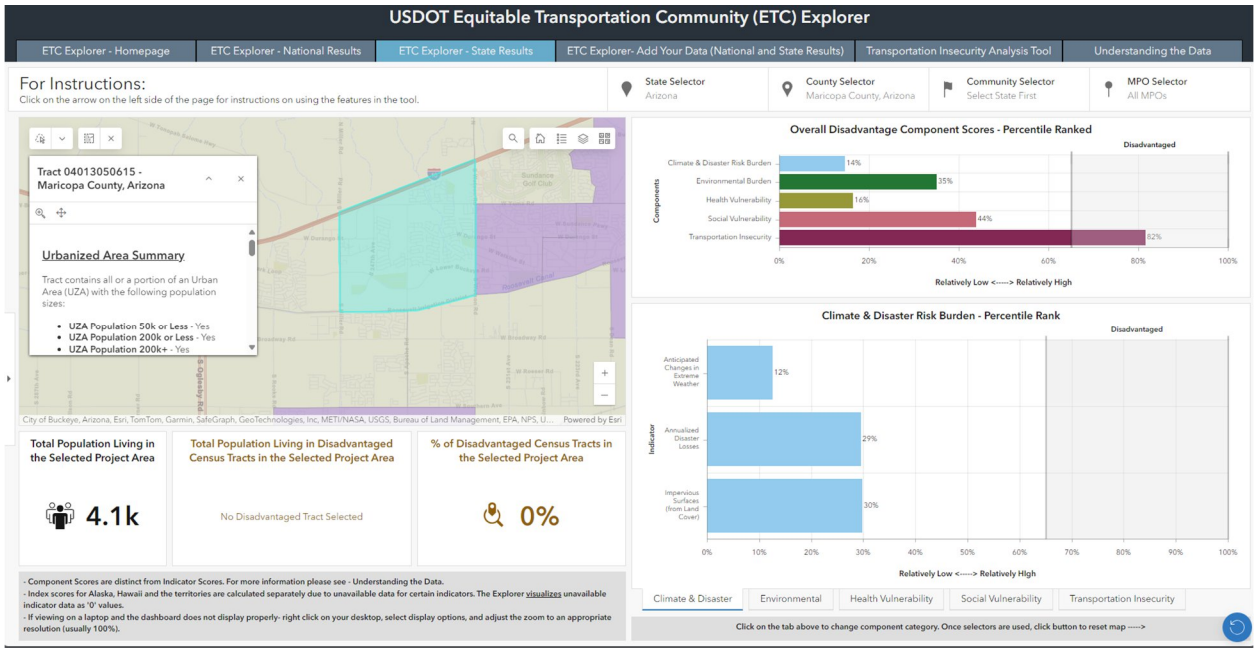
commute via non-vehicular modes of transportation. The multi-use path will enable all individuals to access points of interest such as grocery stores, retail stores, banks, health care facilities, schools, recreation parks, religious facilities, and dining establishments. Some of the chain retailers that users of the path will be able to access are Walmart, Fry's Grocery, Walgreens, Goodwill, McDonald's, and much more. This shopping center is currently one of the largest in Buckeye. Multi-use path users will be able to use the path by non-vehicular means such as walking, bicycling, roller skating, skateboarding, wheelchair etc.

### d. Criterion #4: Financial Completeness

This project is currently budgeted in the City's Capital Improvement Plan (CIP) which demonstrates the City's commitment to this project. The City has budgeted 20% ($53,000) of the total project cost as the required match, with the remaining 80% ($212,000) being ATIIP funds. The City has also considered unexpected price increases as part of the total cost, but in the event where there are additional unexpected price increases, the City is prepared to fund those overages. This project will be completed within 24 months.

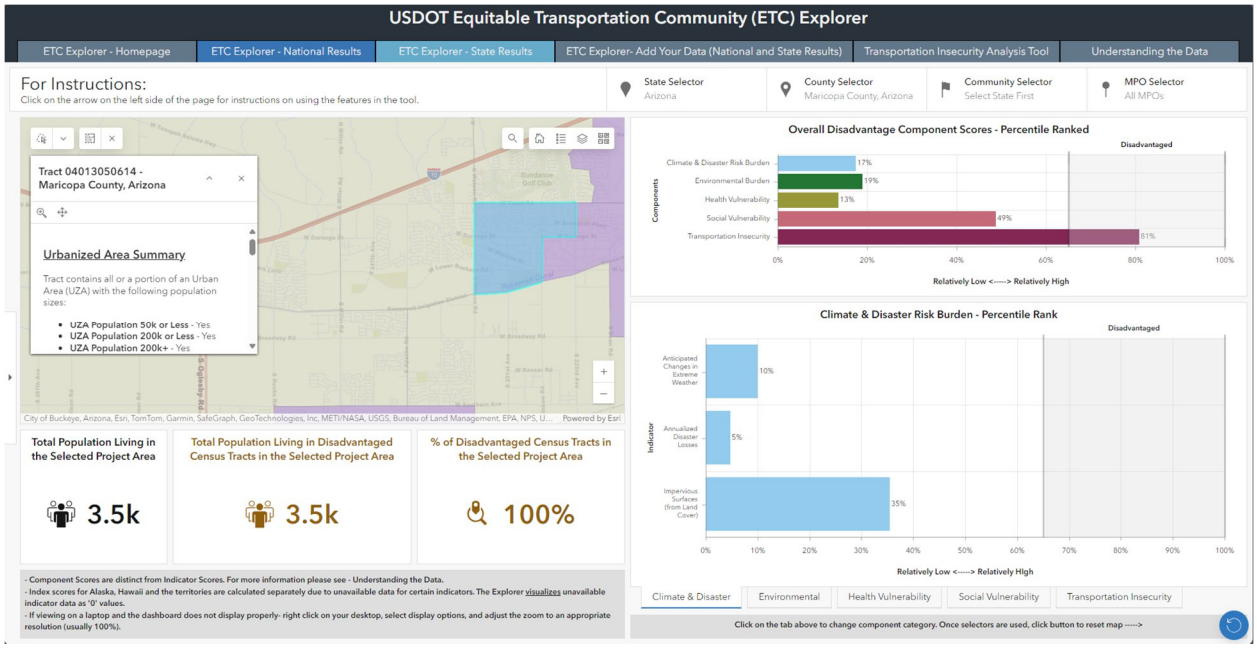
### e. Criterion #5: Equitable Development

The proposed multi-use path will reduce the community's social vulnerability and transportation insecurity. Census Tract 506.15 will be a beneficiary of this project. The image below shows the two highest burdens that Census Tract 506.15 endures. ETC Explorer - State Results | USDOT Equitable Transportation Community (ETC) Explorer (arcgis.com).



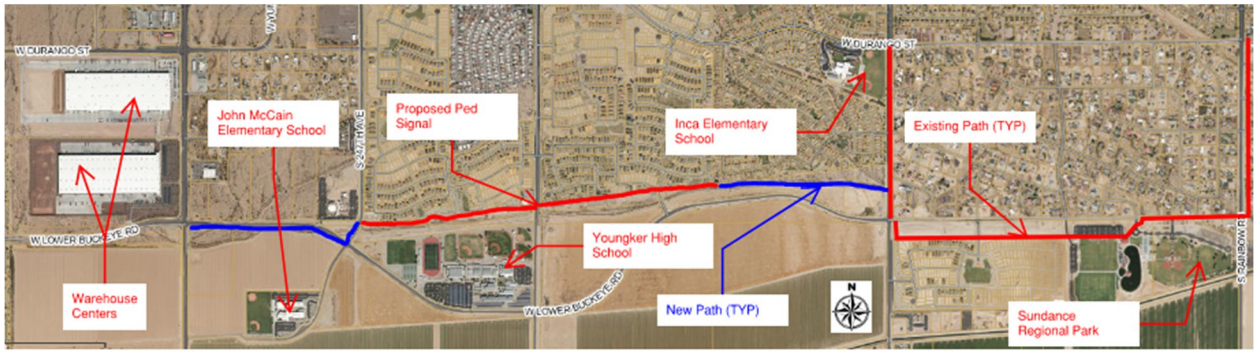

In this proposal, the City seeks to obtain funding for the planning and design to connect the multi-use path to the existing multi-use path that runs along Watson Road, Lower Buckeye Road, and Rainbow Road. The existing multi-use path runs through the Sundance Recreation Park. The existing path runs through Census Tract 506.14 which is considered a disadvantaged community according to the USDOT Equitable Transportation Community (ETC) Explorer. The image

below shows the ETC tool results for Census Tract 506.14 which also faces high levels of social vulnerability and transportation insecurity. The connection of the multi-use path will provide greater access to schools, religious facilities, and employment for those living within Census Tract 506.14.




Additionally, the new path will positively affect approximately 26,766 people within the census tracts next to which the project is located and the surrounding census tracts. It is notable that the proposed path does not run directly along or cross a high traffic roadway, which provides greater user safety.

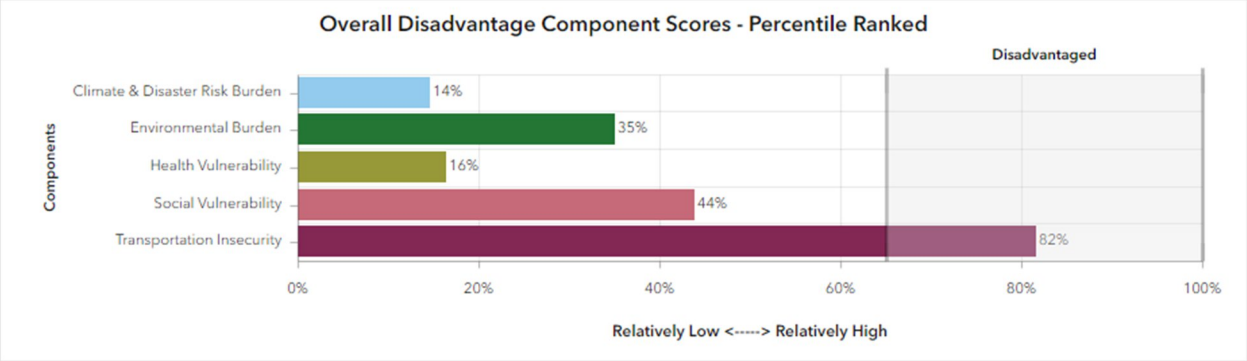
The image below shows the proposed multi-use path and its connections to the existing multi-use path extending from Miller Road through Sundance Recreation Park to Rainbow Road.

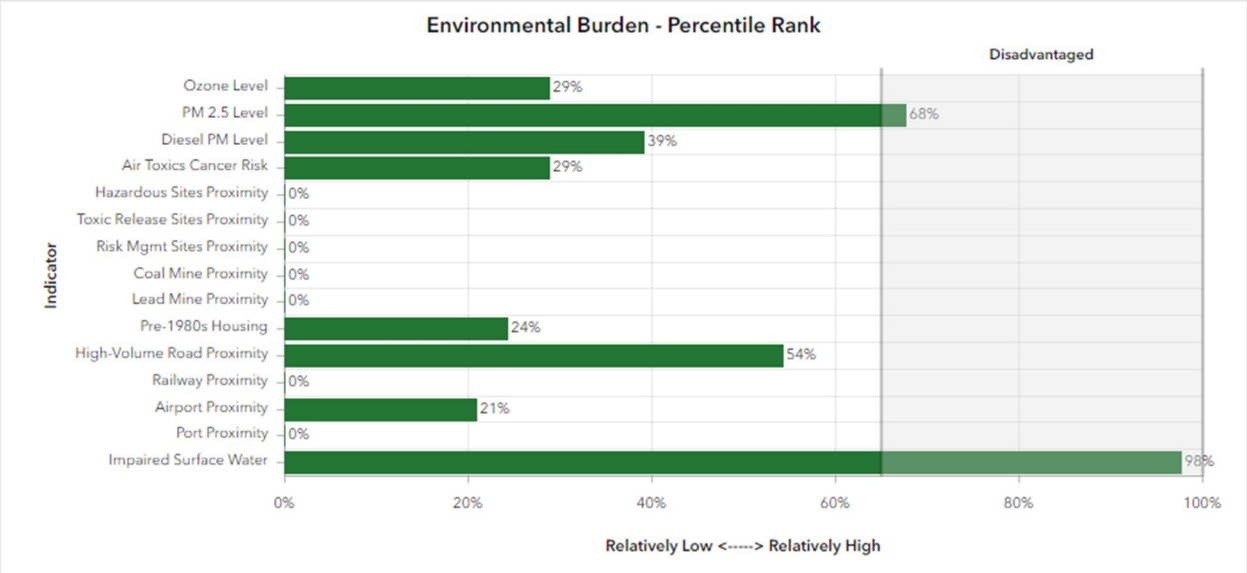



### f. Criterion #6: Other DOT Goals and Priorities

The proposed project supports DOT□s goals and priorities of safety for cyclists and pedestrians, quality of life, economic competitiveness, access to jobs and key destinations, and environmental protection. The project is located in Census Tract 506.15 which faces a 35% environmental burden according to the ETC Explorer (see image below), which is the 3rd item on the burden list

behind transportation insecurity and social vulnerability. Additionally, the ETC Explorer as shown below exhibits a detailed explanation of the environmental burdens faced in Census Tract 506.15. Some items that this project will address are PM 2.5 level, diesel PM level, high-volume road proximity, ozone level, and air toxics cancer risk. The planning and design for the connection of the multi-use path will ensure that the path is constructed in the best way to encourage people to use the pathway through active transportation methods instead of vehicular means on nearby roads. As more people choose to commute via the multi-use path, the City anticipates a reduction in greenhouse gases as less people will be operating motor vehicles to reach their destinations. By addressing the air quality and the community safety and connectivity, residents within and around Census Tract 506.15 will experience an increased quality of life. Additionally, the project allows for greater connectivity to transit systems such as the Valley Metro Bus Stops on the Northwest and Southeast corners of Watson Road and Yuma Road. With more people having access to jobs and key destinations, it allows Buckeye to be competitive economically. ETC Explorer - State Results | USDOT Equitable Transportation Community (ETC) Explorer (arcgis.com).




## IV. Project Readiness and Environmental Risk

### a. Technical Feasibility (Construction, and Planning and Design Grants)

As previously mentioned, the City was awarded the USDOT FY 2023 Safe Streets for All funding opportunity which funds the creation of a Safe Streets Action Plan which includes the development of a citywide transportation safety action plan. The grant is currently active, and the City's project is in progress. The City's Engineering Department is also very familiar with planning and design projects since Buckeye is one of the fastest growing cities in the United States and has several projects that have previously undergone planning and design prior to the construction phase. Additionally, this multi-use path project is currently in the City's CIP as the City has identified the need for this project and has prioritized the project. The project will include the planning and design for a WAPA Easement Agreement, private property owners' easements, 1 mile of new pathway design, 1 new pedestrian signal design, and 3 miles of solar path lighting design. Recent residential developments have completed portions of the multi-use path along their frontage but there are portions adjacent to older developments that have not been constructed. The City would like to complete the path where it does not exist in order to complete the 2-mile long pathway and connect to an existing pathway that was completed in 2019 and provide over 3 miles of a 10 foot wide multi-use pathway. This project will be completed within 24 months.

At this time the City is not aware of any environmental risks associated with this project. However, prior to construction, the City will conduct a National Environmental Policy Act (NEPA) study.

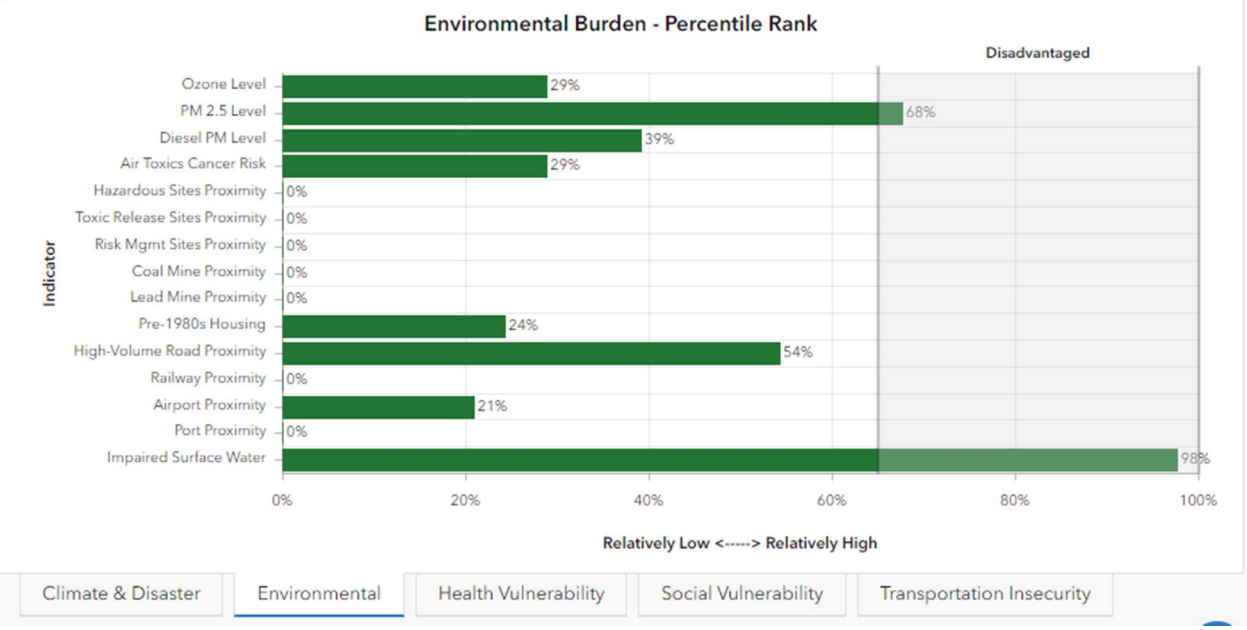
## V. Administration Priorities and Departmental Strategic Plan Goals

### a) Safety

A majority of the proposed multi-use path is not directly along W. Lower Buckeye Road. The path either does not cross any high traffic roads or will have a pedestrian crossing. All this creates a separation between vehicles and non-vehicular modes of transportation, creating safety. The multi-use path runs along the WAPA power line easement, which partially runs along W. Lower Buckeye Road near Miller Road, but then splits away from the road. This separation provides increased safety for the users of the multi-use path as they will be less likely to be injured from a traffic collision. Additionally, this project planning and design proposal includes a pedestrian crossing signal at South Apache Road as this is the only road that the multi-use path will cross. The City does not anticipate the proposed project to have a negative impact on the overall safety of the traveling public because the proposed multi-use path does not run along or cross any high traffic roadways that do not have a pedestrian crossing. The one signalized pedestrian crossing that will be added will periodically stop cross-traffic for the safety of the crossing pedestrians. The planning and design phase will also help identify and mitigate any potential safety hazards and risks that may arise from the construction of the multi-use path. The City anticipates more people traveling through non-vehicular means via the multi-use path and less people traveling via vehicles on W. Lower Buckeye Road, S. Apache Road, and Watson Road.

### b) Climate Change and Sustainability

The proposed project includes the planning and design for a 10-foot-wide multi-use path that does not have any adverse effects on the environment. The multi-use path will not have any adverse environmental effects on the air or water quality and will also not have any adverse effects on any endangered species. The improvements of the multi-use path will also help with surface water drainage. The proposed multi-use path is currently an undeveloped dirt space that does not support plant life or wildlife. The ETC Explorer provides indicators of specific environmental burdens within Census Tract 506.15 (see image below). This project will not have any impact on the impaired surface water burden that this community faces. The project will have a positive impact on air quality as the City anticipates that more people will elect to participate in active transportation networks rather than commuting via motor vehicles that pollute the air with greenhouse gases. Currently, people are not using the existing paths as they are not continuous or safe, and the City aims to connect the paths to ensure continuity and safety to further promote active transportation. The average car produces 348 grams of carbon dioxide (CO2) emissions per mile. The distance that an individual must travel to work and other points of interest may vary, as well as the frequency with which they must travel. If an individual must travel 2 miles round trip, 5 days per week, the individual can reduce carbon dioxide emissions by 174,000 grams (2 miles per round trip X 348 grams X 250 round trips per year) in a single year for just one car. If the average daily traffic were 3,000 vehicles, that could reduce CO2 emissions by over 522 million grams.




### c) Equity

The planning and design of the multi-use path considers equity and ensures that the path is accessible for all individuals by ensuring Americans with Disabilities Act (ADA) compliance and benefiting the above identified disadvantaged census tracts. As previously detailed, the path focuses on removing connectivity barriers that currently exist between the two paths. The path will enable individuals to access public transit systems such as Valley Metro which services between Ajo/Gila Bend to Phoenix and allows individuals greater access to employment,

shopping, education, healthcare services, valley events, and social activities. Valley Metro's fares range from $2.00 to $6.50, which provides affordable transit to all individuals. The City seeks to address the social vulnerability and transportation insecurity that currently are the top two burdens within Census Tract 506.15, and this path will aid in this endeavor.

### d) Workforce Development, Job Quality, and Wealth Creation

The multi-use path will enable individuals living in the identified historically disadvantaged neighborhoods to access employment opportunities without the use of a vehicle. Employment opportunities include warehouses, grocery stores, retail stores, banks, health care facilities, schools, religious facilities, and dining establishments. Some of the chain retailers that users of the path will be able to access are Walmart, Fry's Grocery, Walgreens, Goodwill, McDonald's, and much more. This shopping center is currently one of the largest in Buckeye. There are bus stops located at the shopping centers providing additional travel access.

The construction of this project will provide employment opportunities. Any outside services required by this project would be available for bid to Disadvantaged Business Enterprises, Minority-owned Businesses, Women-owned Businesses, and 8(a) firms.

## VI. FHWA Priority Selection Considerations

This project supports mobility and community connectivity, community support, commitment to increasing walking, biking, and other types of active transportation, financial completeness, equitable development, safety for pedestrians and cyclists, access to jobs and key destinations, quality of life, economic competitiveness, and environmental competitiveness. Each of these goals and priorities have been explained in depth in the previous narrative sections.

## VII. Letters of Support

The letters of support are attached separately in grants.gov.

Advanced Transportation Technology and Innovation (ATTAIN) Grant Application Summary Recap

Project Description:



The City of Buckeye seeks to address the current transportation barriers in Buckeye by submitting a grant application that entails planning and design for a 1-mile multi-use path, 1 new pedestrian signal, and 3 miles of solar path lighting within the Western Area Power Administration (WAPA) Power Line easement north of Lower Buckeye Road between Watson Road and Miller Road. Currently there are no existing paths within the project area that are continuous, making it difficult for users and potential users to benefit from the current infrastructure. The grant funds the planning and design effort for two years.

Project Cost



- $ 265,000

Required Match



- $ 53,000

Grant Amount



- $ 212,000

Plans Once Grant Expires:



- After all grant funds have been expended, we anticipate that the grant and the match will cover the cost of this planning and design project. We hope to pursue a construction grant once the planning and design has been completed, if awarded.

Objectives and Expected Outcomes



- The multi-use path, pedestrian signal, and solar path lighting will improve safety, increase non-vehicular mobility, reduce transportation barriers, reduce traffic-related fatalities and injuries, reduce transportation-related emissions, and connect individuals to places of employment, worship, education, and shopping. The path and pedestrian signal will also be ADA compliant to serve all individuals within the community.
- The expected outcome is an increase in non-vehicular mobility for all individuals within the community.
- Another expected outcome is a reduction in traffic-related emissions as path and pedestrian signal users will be commuting in ways that do not involve motor vehicles.

Time Period for the Grant



- FY 2025 and FY 2027

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.AE. FIN - Tuthill Wash Multi-Use Path Active Transportation Infrastructure Investment Program (ATIIP) - US Department of Transportation: Federal Highway Administration |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** All |
| **STAFF LIAISON:** Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165 | |
| **DEPARTMENT:** Financial 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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
The City of Buckeye seeks to address the current non-vehicular transportation barriers in Buckeye by submitting a grant application that entails planning and design for a 2.3-mile multi-use path that will commence at Compass Point Park in the Verrado Heritage District and run south along the Bulldozer Wash to the I-10 freeway and through an underpass under I-10. The path then runs south until the Tuthill Wash, where it turns east through the Tuthill Wash to Jackrabbit Trail Road where it connects to the Maricopa Trail, an Active Transportation Network that continues through two other adjacent cities. The multi-use path is identified in the City's Bicycle and Pedestrian Master Plan. The grant funds the planning and design effort over two years.

**BENEFITS:**
The multi-use path, pedestrian signal and solar path lighting will improve safety, increase non-vehicular mobility, reduce transportation barriers, reduce traffic-related fatalities and injuries, reduce transportation-related emissions, and connect individuals to places of employment, worship, education, and shopping. The path and pedestrian signal will also be ADA compliant to serve all individuals within the community.

**FUTURE ACTION:**
After all grant funds have been expended, we anticipate that the grant and the match will cover the cost of this planning and design project. We hope to pursue a construction grant once the planning and design have been completed, if awarded.

**FINANCIAL IMPACT STATEMENT:**
The Federal grant portion is $228,000, with a total $57,000 match from the City of Buckeye. The total project cost is $285,000.

**CURRENT FISCAL YEAR TOTAL COST:**
$28,500 from the City in FY2025.

**BUDGETED:**

Yes

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**FISCAL YEAR:**
2025-2027

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**FUND/DEPARTMENT:**
Finance and Engineering

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**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
ATIIP Narrative - Tuthill Wash Buckeye Multi-Use Path.docx
CAR Recap Summary Tuthill Wash Multi-Use Path (Maricopa Trail) - App.docx

**City of Buckeye Grant Proposal**

Planning and Design
City of Buckeye – Tuthill Wash Buckeye Multi-Use Path Active Transportation Network
City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85396

Any inquiries with respect to this proposal may be directed to:
Rob Roach: Grant Program Administrator - 623-349-6165 - rroach@buckeyeaz.gov
Courtney Gomez: Grant Specialist – 623-349-6159 – cgomez@buckeyeaz.gov
Total Project Cost: $285,000

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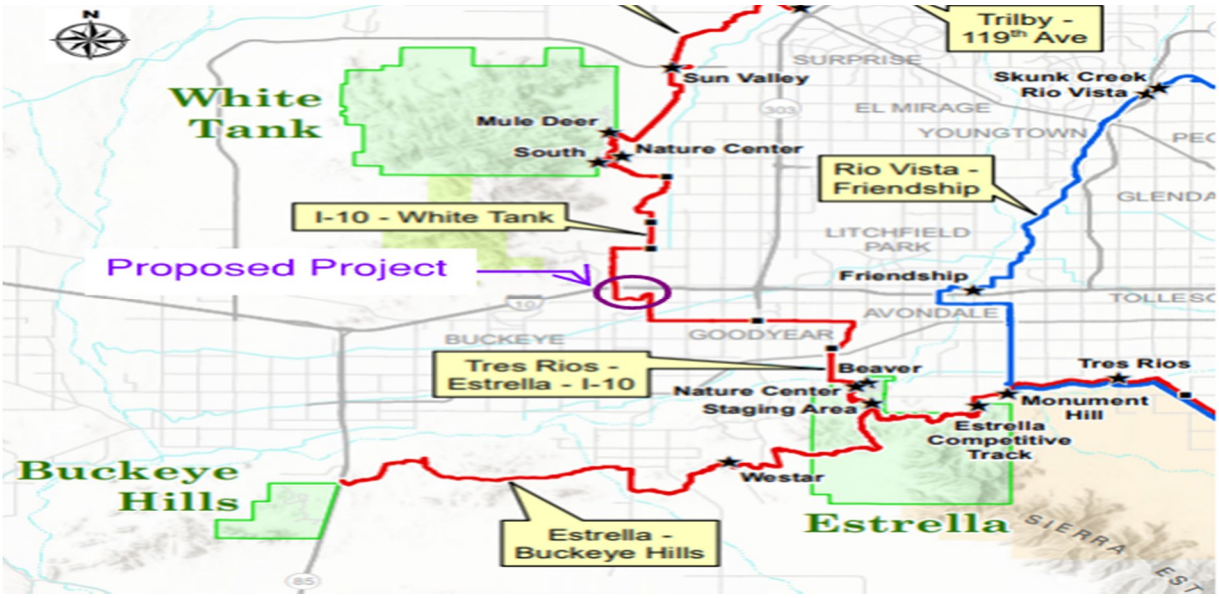
## Narrative

### I. Basic Project Information

#### a) Project Description

This Planning and Design project would be for a 10-foot-wide multi-use path that will connect to an Active Transportation Network. The new path will commence at Compass Point Park in the Verrado Heritage District and run south along the Bulldozer Wash to the I-10 freeway and through an underpass under I-10. The path then runs south until the Tuthill Wash, where it turns east through the Tuthill Wash to Jackrabbit Trail Road where it connects to the Maricopa Trail, an Active Transportation Network that continues through two other adjacent cities. The multi-use path is identified in the City's Bicycle and Pedestrian Master Plan, Microsoft Word - 04_Buckeye BPMP_The Plan_2019 09 03a MMY_clean (buckeyeaz.gov). The entire project length would be approximately 2.3 miles. This Planning and Design project would complete a portion of the Maricopa Trail within the City of Buckeye between two completed portions of the trail within two master-planned communities. The Maricopa County Parks and Recreation Department has developed a Regional Trail System through Maricopa County. Portions of the trail system are within the City of Buckeye primarily portions of the Maricopa Trail immediately north and south of Interstation 10 (I-10). The image below provides a big picture of the trail system, while the purple oval indicates the proposed project location.




The following are located along the project limits

- Large master-planned residential community with an internal trail network.
- Regional commercial center north of I-10.
- Regional commercial center south of I-10.
- K-12 Charter School.
- Several multi-family residential developments.

- Community Church
- West-MEC Community College
- Blue Horizons Elementary School
- Various parks and playgrounds
- Future commercial/mixed-use development.
- Large master planned residential community with an internal trail network.

Upon completion, the multi-use path would provide a safe walking, rolling, or biking path for students, recreational use, employment, churchgoers, and retail use from the residential areas near the multi-use path as an alternative to utilizing the sidewalk adjacent to roadways, on-street bicycling, or driving. The project would encourage active transportation and reduce dependence on automobiles for getting around this portion of the City.

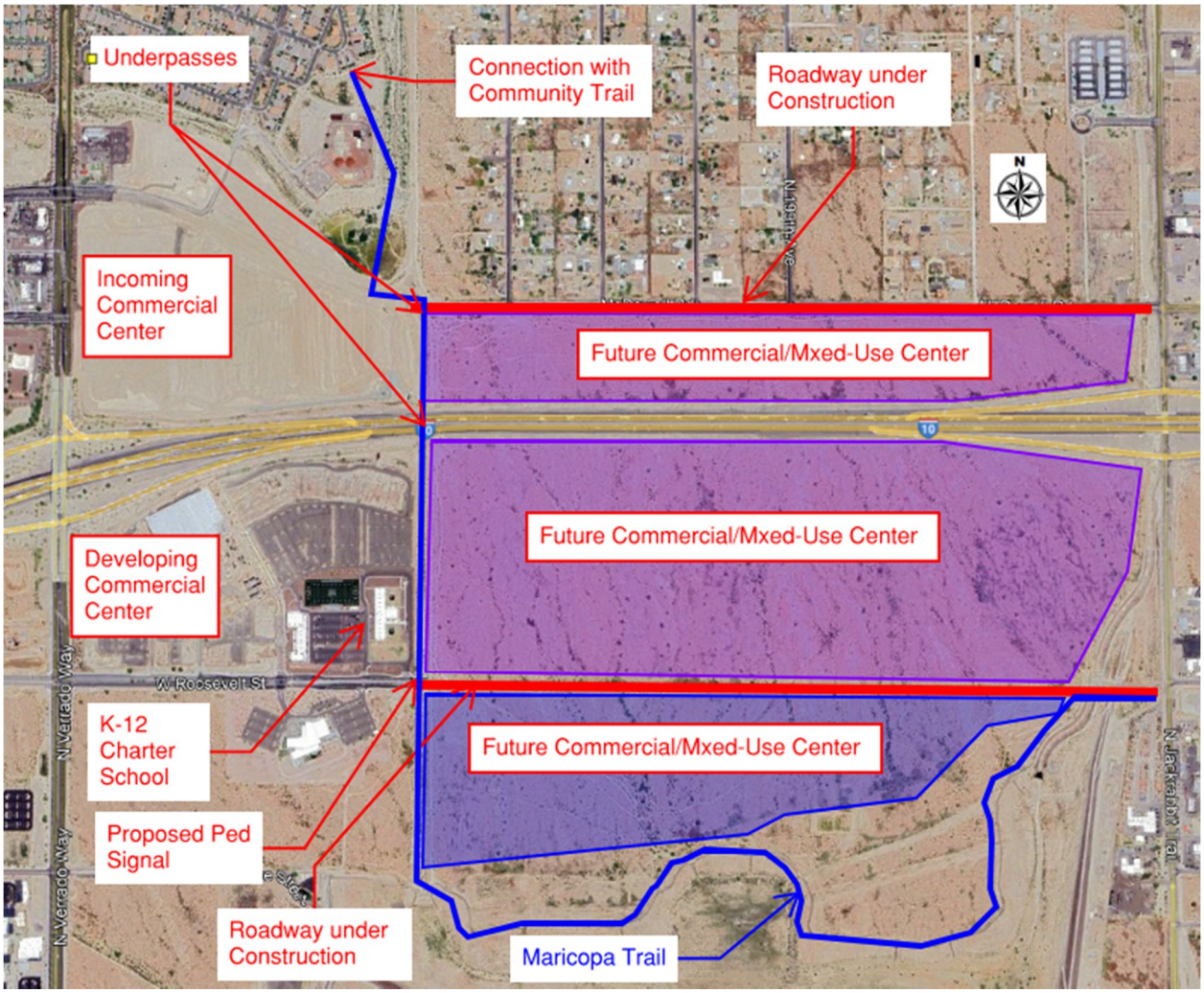
The Planning of the project would finalize the pathway alignment and identify all property owners where any easements would be required to construct the pathway. During the Planning portion agreements will be established with the State of Arizona and Flood Control District of Maricopa County to create easements for the multi-use path. In addition, any necessary easements from private property owners for the pathway will be created.

The Design portion of the project includes the development of the construction documents for the pathway and includes solar path lighting along the pathway to provide a safer walking environment at night for the pathway users. The pathway has two grade separated crossings (underpasses) and one mid-block crossing that will utilize a Pedestrian Signal to help users safely cross the roadway.

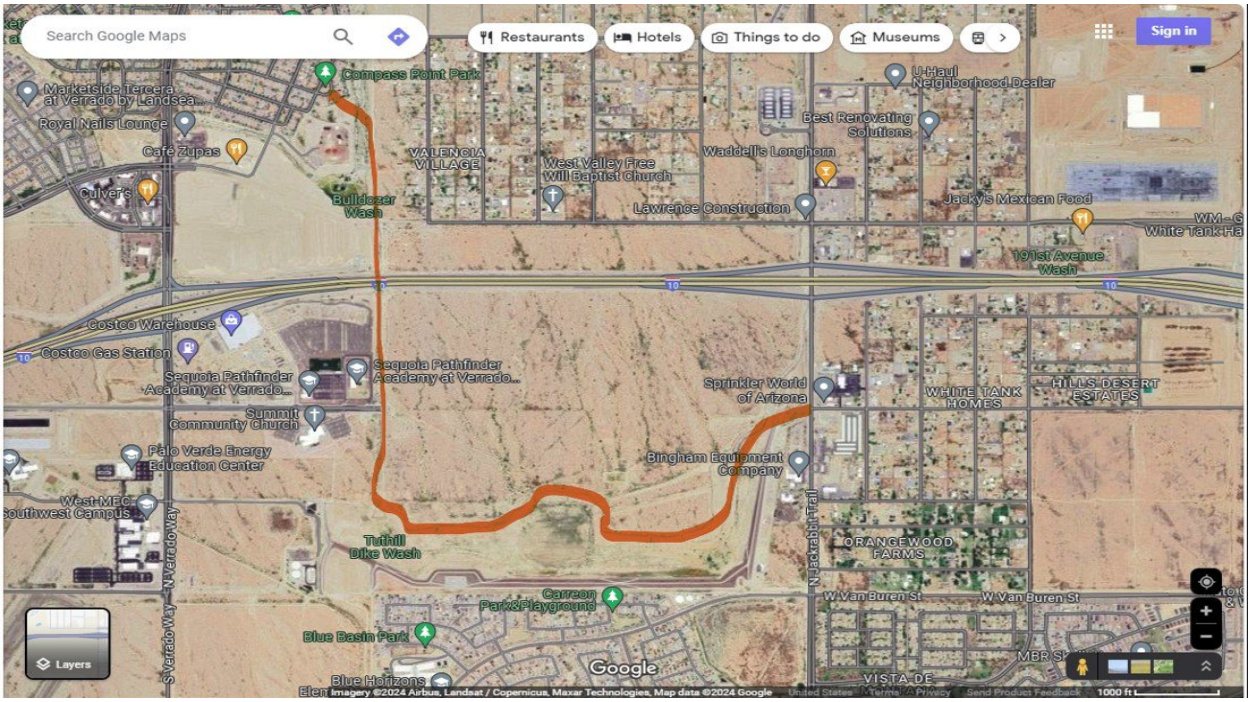
**b) Project Location**

The project is located in the City of Buckeye, an Urbanized Area, located in Maricopa County, Arizona. Buckeye is a rural area with population clusters spread over 640 sq. miles, covered by greater than 90% agricultural/open space, 2% industrial/commercial use, and 4% residential. Buckeye is located 40 miles west of Phoenix and consists of 640 square miles. Buckeye is home to approximately 117,000 people. The community includes 28,105 households as of 2022. Buckeye's 2024 main ethnic breakdown is 35% Latino, 48% White, 8% Black and 9% other. The World Population Review estimates the median household income for 2024 is $94,188, the median age is 35 years, and 8% of households are below poverty level. Portions of Buckeye have been federally identified as historically disadvantaged as to transportation, health, equity, environmental indicators, Risk Management Plan (RMP) facility proximity, wastewater discharge, flood risk, education, income, socioeconomic indicators, unemployment, and high level of vulnerability to negative effects caused by external stresses on human health. Buckeye is only 15% built and is one of the fastest growing cities in the United States. Buckeye is estimated to have a population of 295,400 people by 2040, according to the Maricopa Association of Governments (MAG). https://www.growbuckeye.com/pages/choose-buckeye.

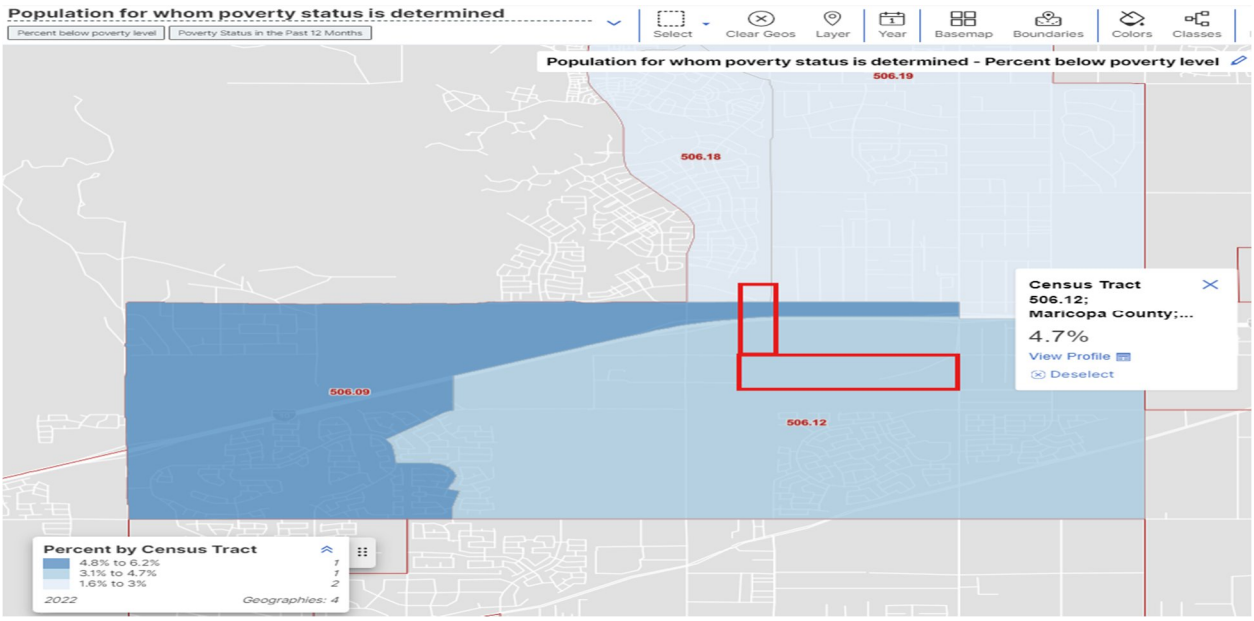
The project is located in Buckeye, Arizona on both sides of I-10 between Verrado Way and Jackrabbit Trail Road. See Figure below.




Currently there are no existing paths within the project area that are continuous, making it difficult for users and potential users to benefit from the current infrastructure. Through the design and planning of this multi-use path, barriers to community connectivity will be removed, while also considering the safety of all path users, as much of the path is located away from roadways. The project will also enable greater access to frequented public facilities such as retailers, commercial facilities, schools of varying levels, places of worship, and parks and playgrounds. This project will support economic development as people will have greater access to job opportunities. The image below shows the project area and the surrounding current infrastructure. The orange line demonstrates the proposed project to be planned and designed.




The project is located in Census Tract 506.12 but will serve neighboring census tracts 506.18 and 506.19. Census Tract 506.12 has 4.7% of the population living below the poverty level within the past 12 months and Census Tract 506.18 and 506.19 are about 3% of the population living below the poverty level within the past 12 months. According to the U.S. Census Bureau's 2020 Census, this project will remove connectivity barriers for approximately 23,500 people, which is anticipated to grow as more neighborhoods are being constructed around the proposed project. Below is a map containing the census tracts mentioned above and the proposed project is located within the red boxes.



### c) Lead Applicant

The City of Buckeye is the lead applicant for the proposed project. The City of Buckeye was previously awarded a grant from the U.S. Department of Transportation (USDOT) through the USDOT FY23 Safe Streets and Roads for All funding opportunity. The total cost of the project is $750,000, with $600,000 being Federal funds and $150,000 being City of Buckeye's match funds. The grant funds the creation of a Safe Streets Action Plan which includes the development of a citywide transportation safety action plan. The grant is currently active, and the City's project is in progress. Buckeye is also currently the subrecipient of three FTA active grants totaling over $2.5 million total cost, of which the Federal portion is $2,061,600.

The City of Buckeye has not recently received any Federal-aid highway program funds. The City has 3 full-time positions which are dedicated strictly to all grant-related activities.

### d) Other Public and Private Parties

The proposed project does not benefit a specific private corporation, a public entity, or a non-public entity. The only other parties that will be involved in delivering the project will be the contractors chosen to develop the plan and design for the project. This contractor is not currently known and will remain unknown until the grant has been awarded and the project enters the procurement phase which will include a Request for Proposal (RFP) or a Request for Quote (RFQ) per City procurement guidelines.

## II. Grant Funds, Sources, and Uses of all Project Funding

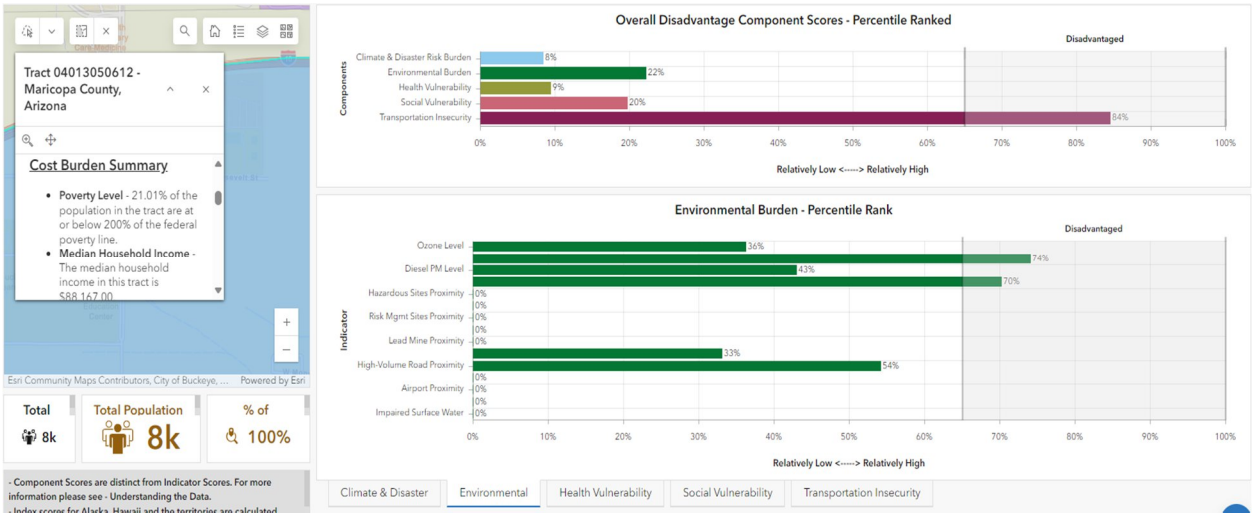
The total estimated cost of this planning and design project is $285,000. The City of Buckeye will provide a 20% match of $57,000 (non-federal), with the remaining 80% ($228,000) being ATIIP funds. The City's match share is included in the City budget and will be funded from the City's General Fund. There will be no other Federal Funds to support this proposed project. There is only one component within this project: Planning and Design which will cover the planning and design efforts, a State Land easement agreement, Flood Control District of Maricopa County easement agreement, 2.3 miles of new pathway design, 1 new pedestrian signal design, and 2.3 miles of solar path lighting design. The funding request budget includes sufficient contingency amounts to cover unanticipated cost increases. However, should there be further unanticipated cost increases, the City is prepared to pay the cost increase through its General Fund account. The City has not applied for any other grant opportunities for this project. Below is a table summarizing each activity and its associated cost under the proposed planning and design project.

| Activity | Budget |
|---|---|
| Coordination with the Arizona State Land Department, the Flood Control District of Maricopa County, and adjacent property owners. | $5,000 |
| Survey and Identification of utilities within the project limits and verifying if prior rights exist. Topographic survey of project limits. | $15,000 |
| Geometry: Establishment of horizontal and vertical geometry for the path | $15,000 |
| Right of way and easement assessment | $10,000 |

| | |
|---|---|
| Path design for 2.3 miles of multi-use path | $145,000 |
| Solar Path Lighting Design for 2.3 miles | $50,000 |
| Design of a pedestrian traffic signal | $35,000 |
| Project meetings with the City and other interested parties | $10,000 |
| **Total** | **$285,000** |

## III. Merit Criteria

### a. Criterion #1: Mobility and Community Connectivity




ETC Explorer - State Results | USDOT Equitable Transportation Community (ETC) Explorer (arcgis.com)

The above ETC tool indicates that Census Tract 506.12 is in the 84th percentile for Transportation insecurity, 22% for environmental burden, and over 20% for social vulnerability. The City seeks to address these challenges for those living within the proposed project area through the planning and design of a multi-use path. The multi-use path will enable these vulnerable individuals to gain mobility and community connectivity as they will be able to commute via non-vehicular modes of transportation. The multi-use path will enable individuals to access points of interest such as employment, grocery stores, retail stores, banks, healthcare facilities, schools, recreation parks, religious facilities, and dining establishments. Multi-use path users will be able to use the path by non-vehicular means such as walking, bicycling, roller skating, skateboarding, wheelchair etc. Vehicles that are meant to drive on roads will not be permitted to travel on the multi-use path.

### b. Criterion #2: Community Support

As mentioned previously, approximately 23,500 people will be positively affected by the proposed project, and this population is anticipated to grow as more neighborhoods are being constructed around the proposed project. There are schools within walking distance of the proposed multi-use path in which the community has expressed interest in safer commutes to the schools for their children. The path will allow children to safely walk, skateboard, bicycle, etc. to

school as most school-aged children are unable to legally operate a vehicle. Parents support this multi-use path proposal as their children will be commuting to school in a way that is safely separated from the road. The City has obtained multiple letters of support for this project as the multi-use path will enhance their quality of life and safety. The pathway also links together several neighborhoods, such as Verrado, Valencia Village, Orangewood Farms, Blue Horizons, and others.

### c. Criterion #3: Commitment to Increasing Walking, Biking, and Other Types of Active Transportation

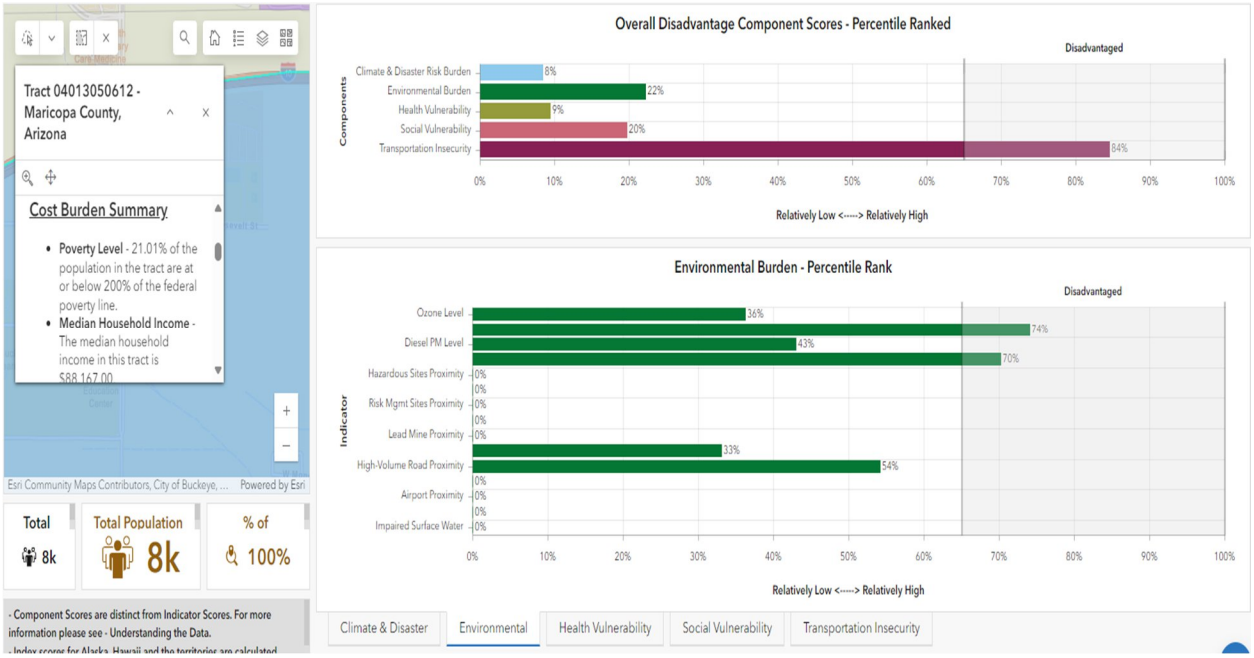
The proposed project supports the planning and design efforts, a State Land easement agreement, Flood Control District of Maricopa County easement agreement, 2.3 miles of new pathway design, 1 new pedestrian signal design, and 2.3 miles of solar path lighting design. The project does not and will not support the planning or design of a vehicular road. The multi-use path will only be accessible to those who are walking, bicycling, or using other types of non-vehicular active transportation. The design and planning will prioritize safety, accessibility, and comfort for all potential users. Potential users will also experience an increased sense of safety as almost the entirety of the path is not directly next to or crossing a roadway. The completed trail would provide a safe alternative walking or biking path for the community by not requiring them to utilize the sidewalk or on-street bicycle lane on near-by major roadways and by providing an alternative to busy interchanges for crossing I-10 through this portion of the City. Solar path lighting would be provided along the entire pathway to provide a safer walking environment at night for the pathway users. The crossings of arterial and freeway would occur at existing underpasses and one mid-block pedestrian signal of a collector roadway. The City of Buckeye has developed a Bicycle and Pedestrian Master Plan to promote and commit to increased walking, biking, and other types of active transportation Microsoft Word - 04_Buckeye BPMP_The Plan_2019 09 03a MMY_clean (buckeyeaz.gov). The Tuthill Wash multi-use path is in the City's Bicycle and Pedestrian Master Plan. The multi-use path will enable those transportation insecure and socially vulnerable individuals to gain mobility and community connectivity as they will be able to commute via non-vehicular modes of transportation. The multi-use path will enable all individuals to access points of interest such as Employment, grocery stores, retail stores, banks, health care facilities, schools, recreation parks, religious facilities, and dining establishments. Multi-use path users will be able to use the path by non-vehicular means such as walking, bicycling, roller skating, skateboarding, wheelchair etc.

### d. Criterion #4: Financial Completeness

The City has budgeted 20% ($57,000) of the total project cost as the required match, with the remaining 80% ($228,000) being ATIIP funds. The City has also considered unexpected price increases as part of the total cost, but in the event where there are additional unexpected price increases, the City is prepared to fund those overages. The project will be completed within 24 months.

### e. Criterion #5: Equitable Development

The proposed multi-use path will reduce the community's social vulnerability, environmental burden, and transportation insecurity. Census Tract 506.12 will be a beneficiary of this project. The image below shows the burdens that Census Tract 506.12 endures. ETC Explorer - State Results | USDOT Equitable Transportation Community (ETC) Explorer (arcgis.com).




In this proposal, the City seeks to obtain funding for the planning and design to connect the multi-use path to the existing Maricopa Trail Active Transportation Network. The proposed path will run through Census Tract 506.12 which is considered a disadvantaged community according to the USDOT Equitable Transportation Community (ETC) Explorer (see image above).

Additionally, the new path will positively affect approximately 23,500 people within the census tracts next to which the project is located. The completed trail would provide a safe alternative walking or biking path for the community by not requiring them to utilize the sidewalk or on-street bicycle lane on near-by major roadways and by providing an alternative to busy interchanges for crossing I-10 through this portion of the City. Solar path lighting would be provided along the entire pathway to provide a safer walking environment at night for the pathway users. The crossings of arterial and freeway would occur at existing underpasses and one mid-block pedestrian signal of a collector roadway.

### f. Criterion #6: Other DOT Goals and Priorities

The proposed project supports DOT's goals and priorities of safety for cyclists and pedestrians, quality of life, economic competitiveness, access to jobs and key destinations, and environmental protection. The project is located in Census Tract 506.12 which faces a 22% environmental burden according to the ETC Explorer (see image above), which is the 2nd item on the burden list behind transportation insecurity. Additionally, the ETC Explorer as shown above exhibits a detailed explanation of the environmental burdens faced in Census Tract 506.12. Some items that this project will address are Ozone levels, Diesel PM levels, and high-volume road proximity.

The planning and design for the connection of the multi-use path will ensure that the path is constructed in the best way to encourage people to use the pathway through active transportation methods instead of vehicular means on nearby roads. As more people choose to commute via the multi-use path, the City anticipates a reduction in greenhouse gases as less people will be operating motor vehicles to reach their destinations. By addressing the air quality and the community safety and connectivity, residents within and around Census Tract 506.12 will experience an increased quality of life. With more people having non-vehicular access to jobs and key destinations, it allows Buckeye to be more competitive economically. ETC Explorer - State Results | USDOT Equitable Transportation Community (ETC) Explorer (arcgis.com).

## IV. Project Readiness and Environmental Risk

### a. Technical Feasibility (Construction, and Planning and Design Grants)

As previously mentioned, the City was awarded the USDOT FY 2023 Safe Streets for All funding opportunity which funds the creation of a Safe Streets Action Plan which includes the development of a citywide transportation safety action plan. The grant is currently active, and the City's project is in progress. The City's Engineering Department is also very familiar with planning and design projects since Buckeye is one of the fastest growing cities in the United States and has several projects that have previously undergone planning and design prior to the construction phase. Additionally, similar multi-use path projects are currently in the City's CIP as the City has identified the need for this project and has prioritized the project. The project will include the planning and design efforts, a State Land easement agreement, Flood Control District of Maricopa County easement agreement, 2.3 miles of new pathway design, 1 new pedestrian signal design, and 2.3 miles of solar path lighting design. The planning and design project will be completed within 24 months.

At this time, the City is not aware of any environmental risks associated with this project. However, prior to construction, the City will conduct a National Environmental Policy Act (NEPA) study.

## V. Administration Priorities and Departmental Strategic Plan Goals

### a) Safety

The completed trail would provide a safe alternative walking or biking path for the community by not requiring them to utilize the sidewalk or on-street bicycle lane on near-by major roadways and by providing an alternative to busy interchanges for crossing I-10 through this portion of the City. Solar path lighting would be provided along the entire pathway to provide a safer walking environment at night for the pathway users. The crossings of arterial and freeway would occur at existing underpasses and one mid-block pedestrian signal of a collector roadway. All of this creates a separation between vehicles and non-vehicular modes of transportation, creating safety. This separation provides increased safety for the users of the multi-use path as they will be less likely to be injured from a traffic collision. The City does not anticipate the proposed project to have a negative impact on the overall safety of the traveling public because the proposed multi-use path does not run along or cross any high traffic roadways that do not have a pedestrian crossing. The one signalized pedestrian crossing that will be added will periodically stop cross-

traffic for the safety of the crossing pedestrians. The planning and design phase will also help identify and mitigate any potential safety hazards and risks that may arise from the construction of the multi-use path. The City anticipates more people traveling through non-vehicular means via the multi-use path and less people traveling via vehicles on the local roadway.

**b) Climate Change and Sustainability**

The proposed project includes the planning and design for a 10-foot-wide multi-use path that does not have any anticipated adverse effects on the environment. The multi-use path will not have any anticipated adverse environmental effects on the air or water quality and will also not have any anticipated adverse effects on any endangered species. The improvements of the multi-use path will also help with surface water drainage. The proposed multi-use path is currently an undeveloped dirt space that does not support plant life or wildlife. The ETC Explorer provides indicators of specific environmental burdens within Census Tract 506.12 (see image above). This project will not have any anticipated adverse impact on the impaired surface water burden that this community faces. The project will have a positive impact on air quality as the City anticipates that more people will elect to participate in active transportation networks rather than commuting via motor vehicles that pollute the air with greenhouse gases. Currently, people are not using the existing paths as they are not continuous or safe, and the City aims to connect the paths to ensure continuity and safety to further promote active transportation. The average car produces 348 grams of carbon dioxide (CO2) emissions per mile. The distance that an individual must travel to work and other points of interest may vary, as well as the frequency with which they must travel. If an individual must travel 2 miles round trip, 5 days per week, the individual can reduce carbon dioxide emissions by 174,000 grams (2 miles per round trip X 348 grams X 250 round trips per year) in a single year for just one car. If the average daily traffic were 3,000 vehicles, that could reduce CO2 emissions by over 522 million grams.

**c) Equity**

The planning and design of the multi-use path considers equity and ensures that the path is accessible for all individuals by ensuring Americans with Disabilities Act (ADA) compliance and benefiting the above identified disadvantaged census tract. As previously detailed, the path focuses on removing connectivity barriers that currently exist by providing a multi-use path and connection to an Active Transportation Network. The path will enable individuals' greater access to employment, shopping, education, healthcare services, valley events, and social activities. The City seeks to address the transportation insecurity, environmental burden, and the social vulnerability that are currently listed by the USDOT Equitable Transportation Community Explorer tool shown above for Census Tract 506.12, and this path will aid in this endeavor.

**d) Workforce Development, Job Quality, and Wealth Creation**

The multi-use path will enable individuals living in the identified historically disadvantaged neighborhoods to access employment opportunities without the use of a vehicle. Employment opportunities include Costco supply warehouse, grocery stores, retail stores, banks, health care facilities, schools, religious facilities, and dining establishments.

The construction of this project will provide jobsite employment opportunities. Any contracted services required by this project would be available for bid to Disadvantaged Business Enterprises, Minority-owned Businesses, Women-owned Businesses, and 8(a) firms.

## VI. FHWA Priority Selection Considerations

This project supports mobility and community connectivity, community support, commitment to increasing walking, biking, and other types of active transportation, financial completeness, equitable development, safety for pedestrians and cyclists, access to jobs and key destinations, quality of life, economic competitiveness, and environmental competitiveness. Each of these goals and priorities have been explained in depth in the previous narrative sections.

## VII. Letters of Support

The letters of support are attached separately in grants.gov.

Advanced Transportation Technology and Innovation (ATTAIN) Grant Application Summary Recap

Project Description:

The City of Buckeye seeks to address the current transportation barriers in Buckeye by submitting a grant application that entails planning and design for a 2.3-mile multi-use path that will commence at Compass Point Park in the Verrado Heritage District and run south along the Bulldozer Wash to the I-10 freeway and through an underpass under I-10. The path then runs south until the Tuthill Wash, where it turns east through the Tuthill Wash to Jackrabbit Trail Road where it connects to the Maricopa Trail, an Active Transportation Network that continues through two other adjacent cities. The multi-use path is identified in the City's Bicycle and Pedestrian Master Plan. The grant funds the planning and design effort for two years.

Project Cost

- $ 285,000

Required Match

- $ 57,000

Grant Amount

- $ 228,000

Plans Once Grant Expires:

- After all grant funds have been expended, we anticipate that the grant and the match will cover the cost of this planning and design project. We hope to pursue a construction grant once the planning and design has been completed, if awarded.

Objectives and Expected Outcomes

- The multi-use path, pedestrian signal and solar path lighting will improve safety, increase non-vehicular mobility, reduce transportation barriers, reduce traffic-related fatalities and injuries, reduce transportation-related emissions, and connect individuals to places of employment, worship, education, and shopping. The path and pedestrian signal will also be ADA compliant to serve all individuals within the community.
- The expected outcome is an increase in non-vehicular mobility for all individuals within the community.
- Another expected outcome is a reduction in traffic-related emissions as path and pedestrian signal users will be commuting in ways that do not involve motor vehicles.

Time Period for the Grant

- FY 2025 and FY 2027

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.AF. FIN - Pedestrian Bridge - Active Transportation Infrastructure Investment Program (ATIIP) - US Department of Transportation: Federal Highway Administration |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** All |
| **STAFF LIAISON:** Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165 | |
| **DEPARTMENT:** Financial 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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
The City of Buckeye seeks to address the current transportation barriers and safety concerns in Buckeye by submitting a grant application that entails planning and design for a pedestrian bridge. The pedestrian bridge will connect the southwest and northeast corners of the Watson Road and Durango Street intersection. Inca Elementary School is located on the southwest corner of Watson Road and Durango Street. The grant funds the planning and design effort over two years.

**BENEFITS:**
The pedestrian bridge will improve safety, increase non-vehicular mobility, reduce transportation barriers, reduce traffic-related fatalities and injuries, reduce transportation-related emissions, and connect individuals to places of employment, worship, education, and shopping. This bridge will provide a safe path to school for Buckeye's youth. The pedestrian bridge will also be ADA compliant to serve all individuals within the community.

**FUTURE ACTION:**
After all grant funds have been expended, we anticipate that the grant and the match will cover the cost of this planning and design project. We hope to pursue a construction grant once the planning and design have been completed, if awarded.

**FINANCIAL IMPACT STATEMENT:**
The Federal grant portion is $600,000, with a $150,000 total match from the City of Buckeye. The total project cost is $750,000.

**CURRENT FISCAL YEAR TOTAL COST:**
$100,000 for FY2025

**BUDGETED:**
No

**FISCAL YEAR:**

2025-2027

**FUND/DEPARTMENT:**
Finance and Engineering

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
ATIIP Narrative -Durango - Ped Bridge for Inca Elem.docx
CAR Recap Summary Watson-Durango - Ped Bridge for Inca Elementary - App.docx

**City of Buckeye Grant Proposal**

Planning and Design
City of Buckeye – Pedestrian Bridge over the intersection of Watson Road and Durango Street
City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85396

Any inquiries with respect to this proposal may be directed to:
Rob Roach: Grant Program Administrator - 623-349-6165 - rroach@buckeyeaz.gov
Courtney Gomez: Grant Specialist – 623-349-6159 – cgomez@buckeyeaz.gov
Total Project Cost: $750,000

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## Narrative

### I. Basic Project Information

#### a) Project Description

This Planning and Design project would plan and design a pedestrian bridge within the City of Buckeye for the intersection of Watson Road/Durango Street. The intersection of Watson Road and Durango Street is signalized with crosswalks across all four legs of the intersection. Watson Road is classified as a Major Arterial in the City of Buckeye and has an interchange with Interstate 10 (I-10) approximately 1 mile north of this intersection. The current average daily traffic on Watson Road is approximately 25,000 vehicles through the intersection. Many of these vehicles are 18-wheel semi-truck tractor/trailer rigs that navigate between I-10 highway to the north and the numerous warehouse distribution centers to the south of this intersection. The City Transportation Master Plan has projected a daily traffic volume of over 35,000 vehicles by 2030 and over 45,000 daily vehicles by 2040. The City of Buckeye Police Department Incident Report from January 1, 2024, to May 30, 2024, for the intersection of Watson and Durango intersection reported 7 crashes: 230510046, 240515006, 230603101, 231007054, 231118037, 231204034, and 240309046. There may be additional crashes that have occurred at the intersection of Watson Road and Durango Street, as all accidents may not have been reported to the police.

Inca Elementary School is located on the southwest corner of this intersection. The enrollment area for the school extends one mile east of Watson Road, which requires many students to cross Watson Road. Watson Road has multiple lanes in both directions and multiple turn lanes. Durango Street also has multiple lanes, including turn lanes. This multi-lane combination increases the safety risk to pedestrians. The crossing distance of Watson Road is approximately 125 feet, which requires 35 seconds to cross the street. In addition to the safety risk concern for students and pedestrians that currently exists, future crossings over a road with 45,000 daily vehicles exacerbates the risk. Additionally, the minimum 35 seconds of walk-time for the Durango Street pedestrians will impact the operation of the traffic signal and create delays for NB/SB Watson Road traffic. These delays will result in more vehicles idling at the signalized intersection and increased emissions in the area.

The proposed pedestrian bridge would be from the northeast corner of the intersection to the southwest corner of the intersection. Pedestrians (students and parents) coming from the east would not be permitted to cross Watson Road at the intersection street level but would be required to use the bridge over the intersection. The bridge would require ramps on both corners to access the bridge. The existing traffic signal would be modified to install the overhead traffic signal heads on the bridge.

The following are located along the project limits:

- Inca Elementary School on the southwest corner of the intersection.
- Single family residential developments on the remaining corners of the intersection.
- Commercial developments in close proximity to the north and south of the intersection.

The Planning portion of the project would finalize the bridge alignment and identify any needed right-of-way to construct the bridge and the ramps for the bridge. It would also complete any necessary clearances to allow the acquisition of any right-of-way from the Buckeye Elementary School District for the construction of the bridge and associated ramp on the southwest corner of the intersection.

The Design portion of the project includes the development of the construction documents for the bridge and ramps, and modifications to the existing intersection infrastructure, including incorporating the traffic signal heads for the signalized intersection on the bridge.

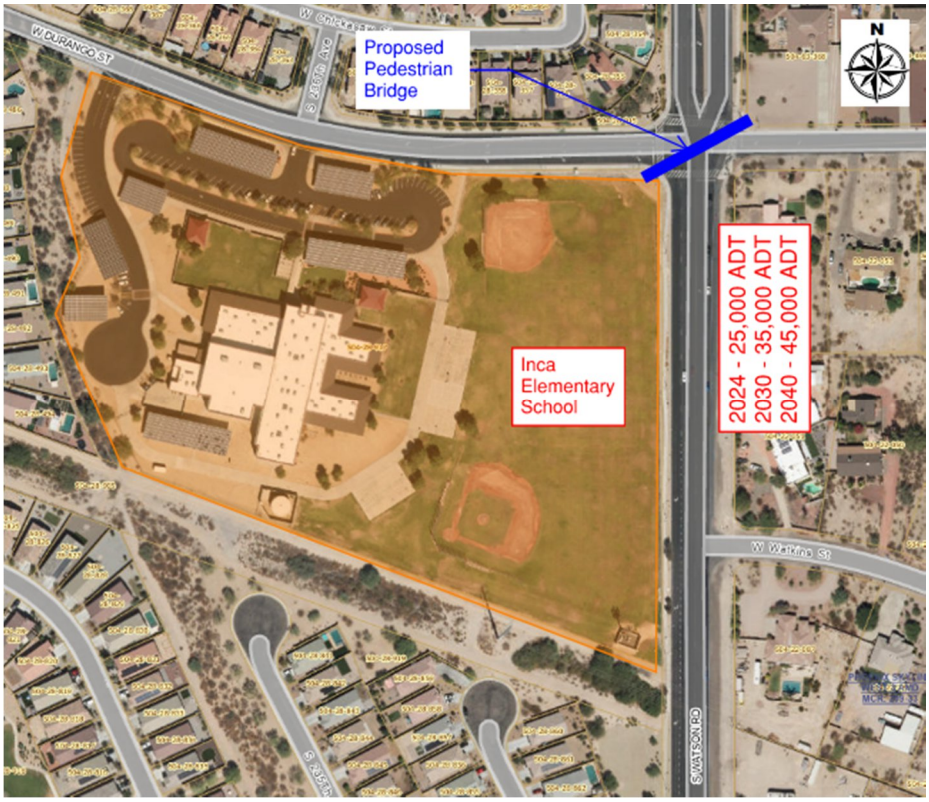
**b) Project Location**

The project is located in the City of Buckeye, an Urbanized Area, in Maricopa County, Arizona. Buckeye is a rural area with population clusters spread over 640 sq. miles, covered by greater than 90% agricultural/open space, 2% industrial/commercial use, and 4% residential. Buckeye is located 40 miles west of Phoenix and consists of 640 square miles. Buckeye is home to approximately 117,000 people. The community includes 28,105 households as of 2022. Buckeye's 2024 main ethnic breakdown is 35% Latino, 48% White, 8% Black and 9% other. The World Population Review estimates the median household income for 2024 is $94,188, the median age is 35 years, and 8% of households are below poverty level. Portions of Buckeye have been federally identified as historically disadvantaged as to transportation, health, equity, environmental indicators, Risk Management Plan (RMP) facility proximity, wastewater discharge, flood risk, education, income, socioeconomic indicators, unemployment, and high level of vulnerability to negative effects caused by external stresses on human health. Buckeye is only 10-15% built and is one of the fastest growing cities in the United States. Buckeye is estimated to have a population of 295,400 people by 2040, according to the Maricopa Association of Governments (MAG). https://www.growbuckeye.com/pages/choose-buckeye.

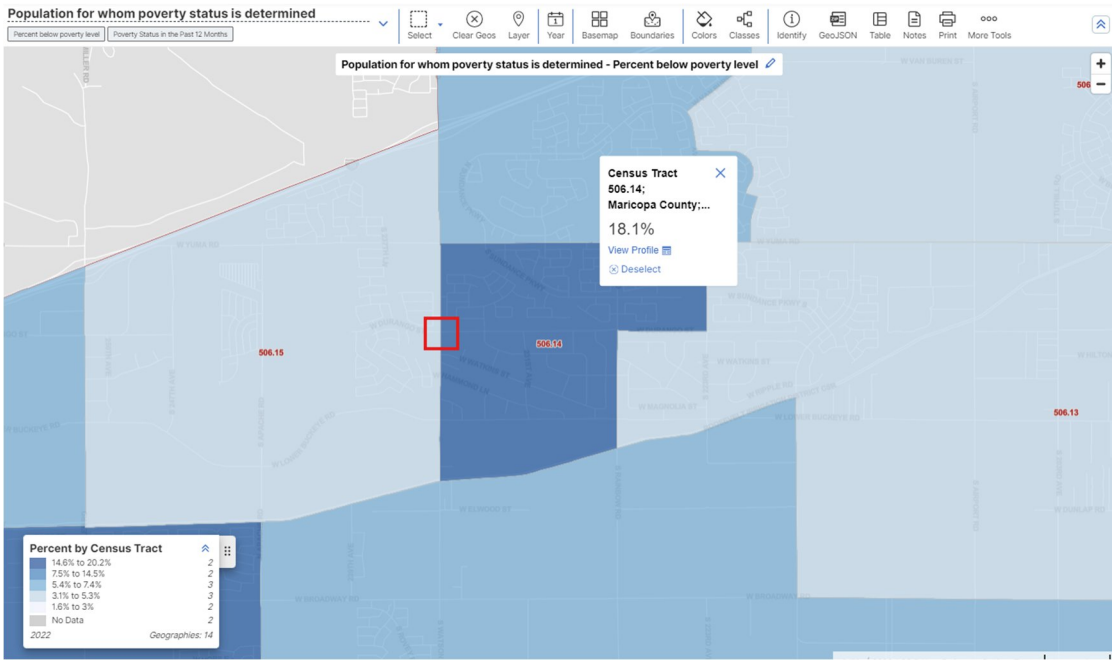
The location of the eligible facility is the signalized intersection of Watson Road and Durango Street in Buckeye, Arizona and is approximately 1 mile south of the I-10 interchange.

Watson Road is a major arterial roadway that connects US Interstate I-10 with some large distribution centers, residential areas, schools, downtown Buckeye, retail centers, healthcare, social services, businesses, farms, and places of worship. Many of these areas have been designated as historically disadvantaged by the US Department of Transportation Disadvantaged Census Tracts. Walmart has a distribution center located on the west side of Watson Road south of Durango Street with semi-trucks traveling daily between I-10 and its distribution center (approximately 300 commercial trucks per day). The Ross Dress For Less distribution center is located on the east side of Watson across from the Walmart distribution center. This adds considerably to the semi-truck traffic traveling through the Watson-Durango intersection.

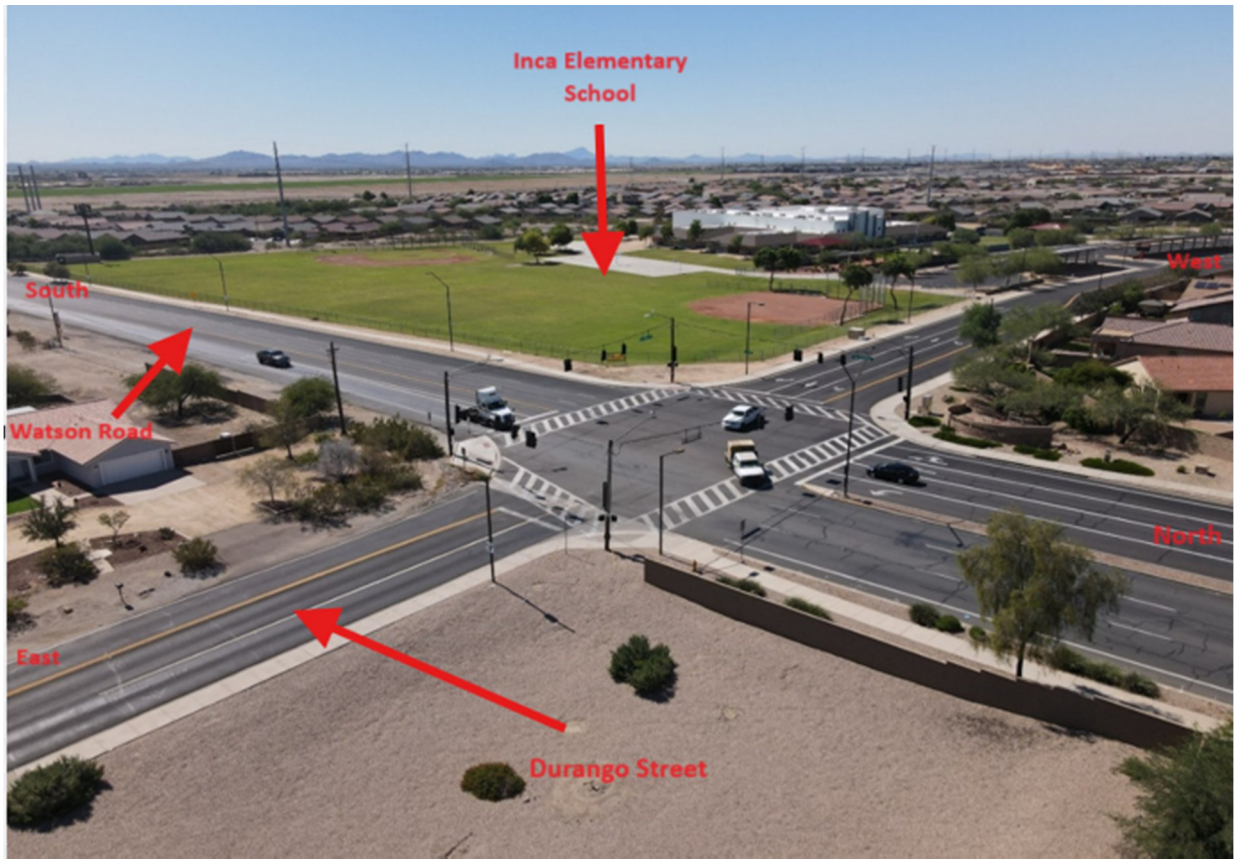
The map image below represents the proposed Pedestrian Bridge over the Watson Road and Durango Street intersection. The map also shows Inca Elementary at the southwest corner of Watson Road and Durango Street. The image also contains Average Daily Traffic (ADT) counts for 2024 and predicted ADTs for 2030 and 2040.




The project is located in Census Tracts 506.15 and 506.14, but will also serve neighboring census tracts 506.09 and 506.11. Notably, Census Tract 506.14 has 18.1% of the population living below the poverty level within the past 12 months. According to the Census Bureau's 2020 Census, this project will remove connectivity barriers for approximately 24,121 people living within the census tracts mentioned above and the proposed project is located within the red box in the below image.



The image below is an aerial photograph depicting the project location.




### c) Lead Applicant

The City of Buckeye is the lead applicant for the proposed project. The City of Buckeye was previously awarded a grant from the U.S. Department of Transportation (USDOT) through the USDOT FY23 Safe Streets and Roads for All funding opportunity. The total cost of the project is $750,000, with $600,000 being Federal funds and $150,000 being City of Buckeye's match funds. The grant funds the creation of a Safe Streets Action Plan which includes the development of a citywide transportation safety action plan. The grant is currently active, and the City's project is in progress. Buckeye is also currently the subrecipient of three FTA active grants totaling over $2.5 million total cost, of which the Federal portion is $2,061,600.

The City of Buckeye has not recently received any Federal-aid highway program funds. The City has 3 full-time positions which are dedicated strictly to all grant-related activities.

### d) Other Public and Private Parties

The proposed project does not benefit a specific private corporation, a public entity, or a non-public entity. The only other parties that will be involved in delivering the project will be the contractors chosen to develop the plan and design for the project. This contractor is not currently known and will remain unknown until the grant has been awarded and the project enters the procurement phase which will include a Request for Proposal (RFP) or a Request for Quote

(RFQ) per City procurement guidelines. While Inca Elementary School will benefit from this project, they will not be involved in delivering the project.

## II. Grant Funds, Sources, and Uses of all Project Funding

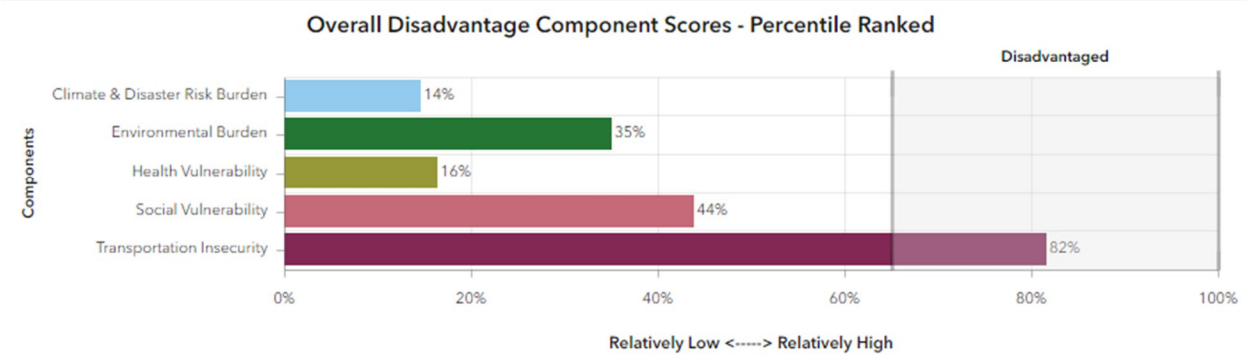
The total cost of this planning and design project is $750,000. The City of Buckeye will provide a 20% match of $150,000 (non-federal), with the remaining 80% ($600,000) being ATIIP funds. The City's match share is included in the City budget and will be funded from the City's General Fund. There will be no other Federal Funds to support this proposed project. There is only one component within this project: Planning and Design which will cover the planning and design efforts for clearances to acquire right of way from the school district, and the design for bridge, ramps and traffic signal design. The project is currently in the City's Capital Improvement Program (CIP). The funding request budget includes sufficient contingency amounts to cover unanticipated cost increases. Should there be further unanticipated cost increases, the City is prepared to pay the cost increase through its General Fund account. The City has not applied for any other grant opportunities for this project. Below is a table summarizing each activity and its associated cost under the proposed planning and design project.

| Activity | Budget |
|---|---|
| Coordination with Buckeye Elementary School District (Inca Elementary School), Maricopa County Department of Transportation (MCDOT) since the project is located within their jurisdictional control, and adjacent property owners to ensure access is provided. | $20,000 |
| Survey and Identification of utilities within the project limits and verifying if prior rights exist. Topographic survey of project limits. | $10,000 |
| Geometry: Establishment of horizontal and vertical geometry for the pedestrian bridge | $15,000 |
| Right of way and easement assessment | $10,000 |
| Development of bridge plans for the ultimate 6-lane cross section of Watson Road and development of final probable construction costs, including ROW and easements, utility, and construction administration costs. | $610,000 |
| Design of traffic signal equipment mounted to bridge | $50,000 |
| Project meetings with the City and other interested parties | $10,000 |
| Environmental assessment and historic cultural review | $25,000 |
| **Total** | **$750,000** |

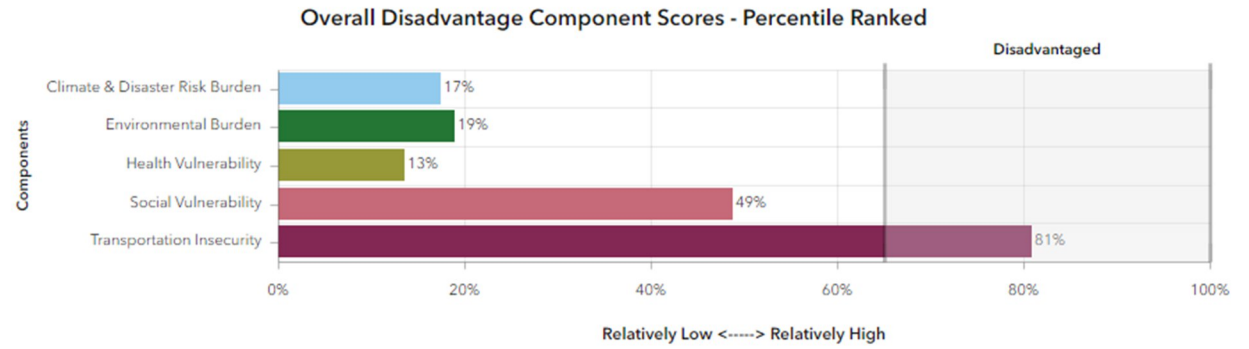
## III. Merit Criteria

### a. Criterion #1: Mobility and Community Connectivity

The image below shows the Disadvantage Components Scores within Census Tract 506.15.




The image below shows the Disadvantage Components Scores within Census Tract 506.14.




Both images above were obtained from the USDOT Equitable Transportation Community (ETC) Explorer and it shows that both Census Tracts 506.15 and 506.14 have transportation insecurity and social vulnerability as the top two disadvantages that these communities face. ETC Explorer - State Results | USDOT Equitable Transportation Community (ETC) Explorer (arcgis.com). The City seeks to address these disadvantages for those living within the proposed project area through the planning and design of a pedestrian bridge. The pedestrian bridge will enable those transportation insecure and socially vulnerable individuals to gain mobility and community connectivity as they will be able to commute safely via non-vehicular modes of transportation. This pedestrian bridge will not only benefit children and parents, but all individuals as the pedestrian bridge will be accessible to the public. The project is located a half mile south of points of interest such as grocery stores, retail stores, banks, health care facilities, schools, recreation parks, religious facilities, and dining establishments. Some of the chain retailers that users of the path will be able to access are Walmart, Fry□s Grocery, Walgreens, Goodwill, McDonald□s, and much more. This shopping center is currently one of the largest in Buckeye. The image below shows the proposed pedestrian bridge in the red box, and the yellow line demonstrates the distance from Inca Elementary School to the commercial centers at Watson Road and Yuma Road.




Additionally, on Watson Road at the Northwest and Southeast corners of Yuma Road and Watson Road, there are bus stops that are serviced by Valley Metro. The bus has a total of 4 stops within Buckeye:

- Buckeye's Community Center (201 E. Centre Avenue)
- Labor Systems (7707 S. Highway 85)
- Yuma Road and Watson Road
- Sundance Library and City Courthouse (21699 W. Yuma Road)

Valley Metro buses provide service from Ajo/Gila Bend to Phoenix with 5 trips, Monday through Friday and 2 trips on Saturdays. The pedestrian bridge will allow greater accessibility to public transportation services.

### b. Criterion #2: Community Support

As mentioned previously, approximately 24,121 people will be positively affected by the proposed project, and this population is anticipated to grow as more neighborhoods are being constructed around the proposed project. This is a community-centered project that redresses inequities and benefits this historically disadvantaged community. The Transportation Disadvantaged Census Tracts has designated this neighborhood as an historically disadvantaged community, health disadvantage indicator, economy disadvantage indicator, equity disadvantage indicator, and environmental disadvantage indicator. The overpass project improves safety for all and improves non-automobile transportation pathways to work, commerce, recreation, education, and health. It improves the greenhouse gas emissions in the neighborhood and promotes active clean travel. The City anticipates that the Buckeye Elementary School District and the Inca Elementary School will be involved in the ramp design and artwork of the project.

Coordination with community partners will be required on this project. These include the Buckeye Elementary School District, the Inca Elementary School, Maricopa County Department of Transportation, and local property owners. As evidenced by the signed letters of support, components of the community support this project. Community partners include the Buckeye Elementary School District, the Inca Elementary School, the Inca Elementary School Parent

Teacher Association, and Walmart distribution center. Buckeye will also pursue other potential partnerships through the aforementioned community engagement activities.

### c. Criterion #3: Commitment to Increasing Walking, Biking, and Other Types of Active Transportation

The proposed project supports the planning and design of a new pedestrian bridge that connects the southwest and northeast corners of Watson Road and Durango Street. The project does not and will not support the planning or design of a vehicular road. The project is strictly for the pedestrian bridge that will be accessible to those who are walking, bicycling, or using other types of active transportation. The design and planning will prioritize safety, accessibility, and comfort for all potential users. Potential users will also experience an increased sense of safety as the pedestrian bridge actively removes pedestrians from the roadway. The City of Buckeye has developed a Bicycle and Pedestrian Master Plan to promote and commit to increased walking, biking, and other types of active transportation Microsoft Word - 04_Buckeye BPMP_The Plan_2019 09 03a MMY_clean (buckeyeaz.gov). The pedestrian bridge will enable those transportation insecure and socially vulnerable individuals to gain mobility and community connectivity as they will be able to commute via non-vehicular modes of transportation. The pedestrian bridge will enable individuals to access points of interest such as grocery stores, retail stores, banks, health care facilities, schools, recreation parks, religious facilities, and dining establishments. Some of the chain retailers that users of the path will be able to access are Walmart, Fry's Grocery, Walgreens, Goodwill, McDonald's, and much more. This shopping center is currently one of the largest in Buckeye. Multi-use path users will be able to use the path by non-vehicular means such as walking, bicycling, roller skating, skateboarding, wheelchair etc.

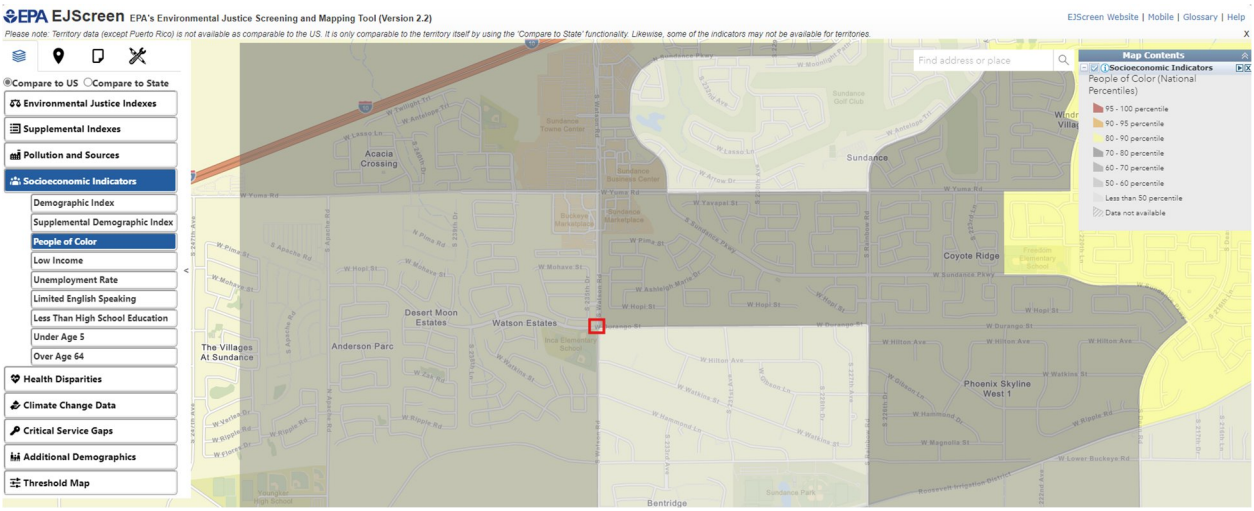
### d. Criterion #4: Financial Completeness

Buckeye is committed to fund 20% ($150,000) of the total planning and design project cost as the required match, with the remaining 80% ($600,000) being ATIIP funds. The City has budgeted for unexpected price increases considered as part of the total cost, but in the event where there are additional unexpected price increases, the City is prepared to pay any overages incurred. This project will be completed within 24 months.

### e. Criterion #5: Equitable Development

A Buckeye strategic goal is that all neighborhoods are adequately and efficiently served with well-maintained infrastructure. Infrastructure for new development is efficiently and effectively integrated into existing infrastructure. The City promotes efficient, safe, and inclusive increased mobility and connectivity throughout the community. This project addresses the inequities and barriers posed by the high-volume traffic and heavily traveled semi-truck traffic that pass through this historically disadvantaged community at the signaled intersection of Watson Road and Durango Street.

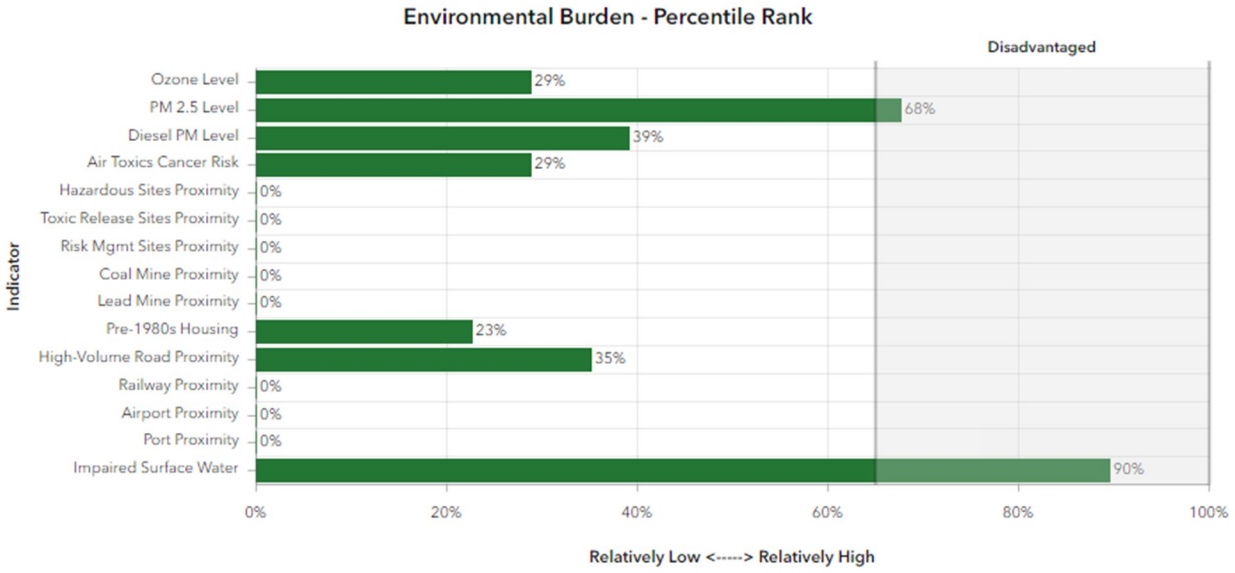
The EPA Environmental Justice Mapping Tool designates the neighborhoods as a 60-75 percentile community of people of color indicated in the image below. The red box indicates the Pedestrian Bridge location.



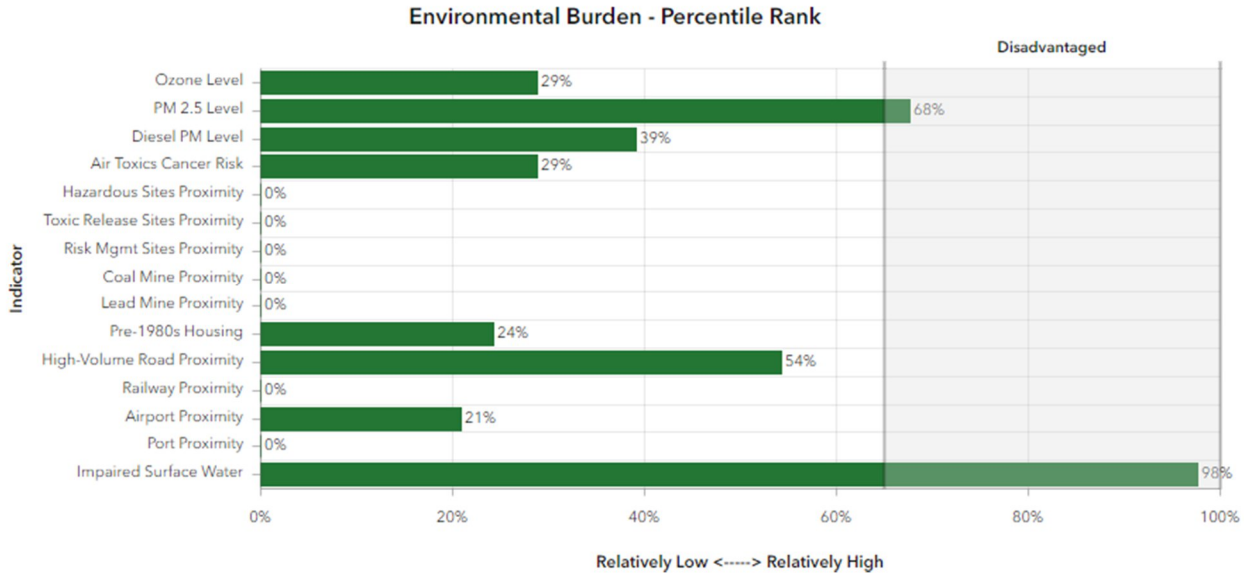

The City anticipates that the design of this project will celebrate the local history and culture through public art. The City will be ready to proceed with the planning of this project as soon as the grant is awarded, accepted, and budgeted for the local match requirement, subject to final City Council resolution to proceed. Any outside services required by this project would be available for bid to Disadvantaged Business Enterprises, Minority-owned Businesses, Women-owned Businesses, and 8(a) firms.

### f. Criterion #6: Other DOT Goals and Priorities

The proposed project supports DOT's goals and priorities of safety for cyclists and pedestrians, quality of life, economic competitiveness, access to jobs and key destinations, and environmental protection. The project is located in Census Tracts 506.15 and 506.14 which face a 35% environmental burden according to the ETC Explorer (see images below), which is the 3rd item on the burden list behind transportation insecurity and social vulnerability in both census tracts. Additionally, the ETC Explorer as shown below exhibits a detailed explanation of the environmental burdens faced in Census Tracts 506.15 and 506.14. Some of the top offenders that this project will address are PM 2.5 level, diesel PM level, high-volume road proximity, ozone level, and air toxics cancer risk. The planning and design for the connection of the multi-use path will ensure that the path is constructed in the best way to encourage people to use the pathway through active transportation methods instead of vehicular means on nearby roads. As more people choose to commute via the multi-use path, the City anticipates a reduction in greenhouse gases as less people will be operating motor vehicles to reach their destinations. By addressing the air quality and the community safety and connectivity, residents within and around Census Tracts 506.15 and 506.14 will experience an increased quality of life. Additionally, the project allows for greater connectivity to transit systems such as the Valley Metro Bus Stops on the Northwest and Southeast corners of Watson Road and Yuma Road. With more people having access to jobs and key destinations, it allows Buckeye to be more competitive economically. The image below shows Environmental Burden data for 506.14. ETC Explorer - State Results | USDOT Equitable Transportation Community (ETC) Explorer (arcgis.com).




The image below shows Environmental Burden data for 506.15.




## IV. Project Readiness and Environmental Risk

### a. Technical Feasibility (Construction, and Planning and Design Grants)

As previously mentioned, the City was awarded the USDOT FY 2023 Safe Streets for All funding opportunity which funds the creation of a Safe Streets Action Plan which includes the development of a citywide transportation safety action plan. The grant is currently active, and the City□s project is in progress. The City□s Engineering Department is also very familiar with planning and design projects since Buckeye is one of the fastest growing cities in the United States and has several projects have previously undergone planning and design prior to the construction phase. The project will include the planning and design for the pedestrian bridge which includes ramps and traffic signal design. This project will be completed within 24 months. At this time the City is not aware of any environmental risks associated with this project.

However, prior to construction, the City will conduct a National Environmental Policy Act (NEPA) study.

## V. Administration Priorities and Departmental Strategic Plan Goals

### a) Safety

The pedestrian bridge would remove the potential conflict points between vehicles and pedestrians crossing Watson Road at the Durango Street intersection. There have been crashes at the intersection and fortunately none to date have yet impacted pedestrians or students. With the daily traffic on Watson Road expected to double by 2040 (over 45,000 vehicles) the possibility of a crash occurring increases dramatically. The pedestrian bridge will also improve the air quality in the vicinity of the intersection (including the sports field for the school) by improving the operation of the intersection and minimizing the idling time of vehicles waiting to proceed through the intersection.

The Buckeye Police Department, Intelligence and Investigations Division, tracks all vehicular and mishappen incidences by street intersections that are reported. According to police records, in the past 5 months, there have been 7 accidents at the intersection of Watson and Durango. This indicates a safety issue for this historically disadvantaged community.

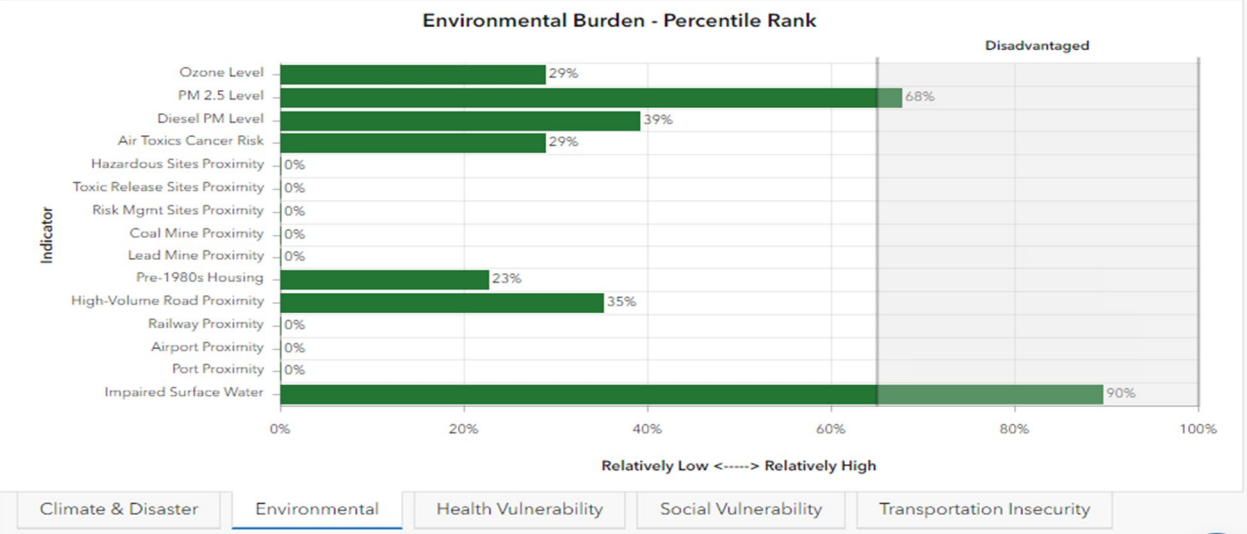
The City of Buckeye Police Department Incident Report from January 1, 2024, to May 30, 2024, for the intersection of Watson and Durango intersection reported 7 crashes: 230510046, 240515006, 230603101, 231007054, 231118037, 231204034, and 240309046. There may be additional crashes that have occurred at the intersection of Watson Road and Durango Street, as all accidents may not have been reported to the police.

One of the consequences is that parents would rather drive their children to school for their safety. The congestion and danger associated with the intersection also reduces pedestrian access to the park, other residential neighborhoods, shopping, restaurants, and other commercial activities. Another consequence is increased levels of automotive pollutants.

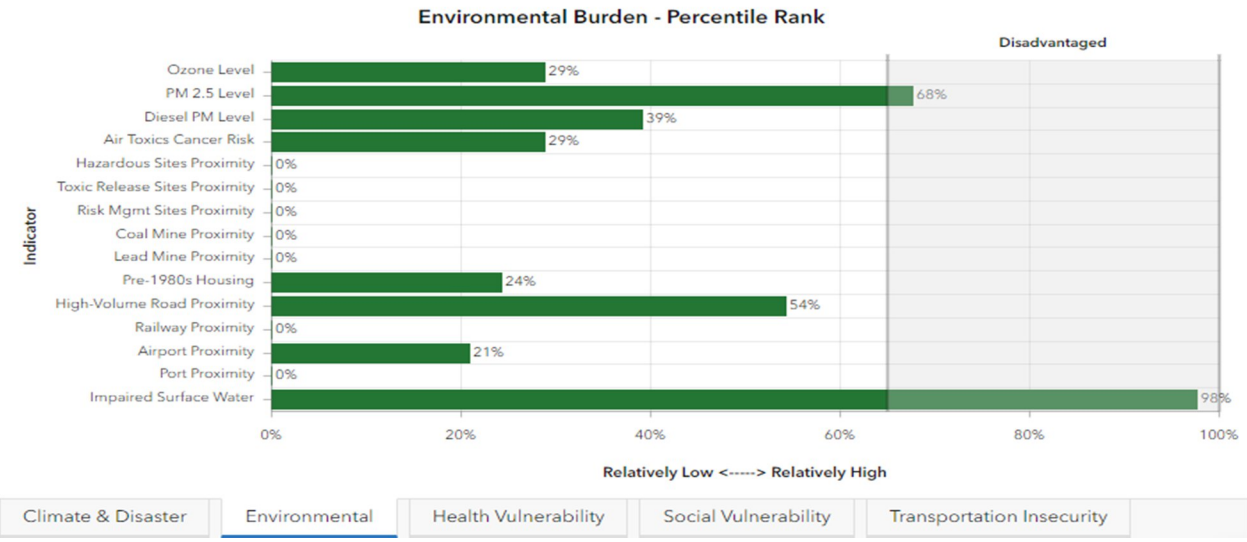
This makes the intersection, in its current configuration, poorly suited for the immediate community. The addition of a multi-use overpass will allow students to walk or bicycle to school safely. The overpass will be ADA accessible and will provide residents with a safe alternative pathway to reconnect to work, play, and live with less reliance on automobiles. They will be able to move about freely and safely to jobs, healthcare, grocery stores, schools, recreation and parks, and places of worship. The overpass is an improved transportation option to increase safe mobility and connectivity for people with disabilities, through lower-carbon travel, such as walking, bicycling, and rolling. The overpass will reduce traffic light wait times and reduce the number of vehicles transporting students to and from school, thereby reducing greenhouse gas emissions. This project will provide safe accommodation to all users and will be in coordination of the City Master Transportation Plan to consider climate resiliency, stormwater drainage, and flood risk management. One of the City strategic goals is to have a well-planned urban community. New development is guided by best growth management practices to preserve Buckeye's unique heritage and to protect our natural environment while enhancing economic well-being and creating a variety of livable, sustainable neighborhoods.

### b) Climate Change and Sustainability

The proposed project includes the planning and design for a pedestrian bridge over the intersection of Watson Road and Durango Street that does not have any anticipated adverse effects on the environment. The pedestrian bridge will not have anticipated adverse environmental effects on the air or water quality and will also not have any anticipated adverse effects on any endangered species. The first image contains the environmental burdens for Census Tract 506.14.




The image below contains the environmental burdens for Census Tract 506.15.




Both images above were obtained from the ETC Explorer Tool ETC Explorer - State Results | USDOT Equitable Transportation Community (ETC) Explorer (arcgis.com). This project will not have any anticipated impact on the impaired surface water burden that this community faces. The project will have a positive impact on air quality as the City anticipates that more people will elect to participate in active transportation methods rather than commuting via motor vehicles

that pollute the air with greenhouse gases. The average car produces 348 grams of carbon dioxide (CO2) emissions per mile. The distance that an individual must travel to work and other points of interest may vary, as well as the frequency with which they must travel. If an individual must travel 2 miles round trip, 5 days per week, the individual can reduce carbon dioxide emissions by 174,000 grams (2 miles per round trip X 348 grams X 250 round trips per year) in a single year for just one car. If the average daily traffic were 3,000 vehicles, that would reduce CO2 emissions by over 522 million grams.

### c) Equity

The planning and design of the pedestrian bridge will consider equity and ensure that the bridge is accessible for all individuals by ensuring Americans with Disabilities Act (ADA) compliance. The pedestrian bridge will focus on removing connectivity barriers that currently exist. The pedestrian bridge will enable individuals to access public transit systems such as Valley Metro which services between Ajo/Gila Bend to Phoenix which allows individuals greater access to employment, shopping, education, healthcare services, valley events, and social activities. Valley Metro's fares range from $2.00 to $6.50, which provides affordable transit to all individuals. The City seeks to address the social vulnerability and transportation insecurity that currently are the top two burdens within Census Tracts 506.15 and 506.14, and this pedestrian bridge will aid in this endeavor.

### d) Workforce Development, Job Quality, and Wealth Creation

The pedestrian bridge will enable individuals living in the identified historically disadvantaged neighborhoods to access employment opportunities without the use of a vehicle. Employment opportunities include warehouses, grocery stores, retail stores, banks, health care facilities, schools, religious facilities, and dining establishments. Some of the chain retailers that users of the pedestrian bridge will be able to access are Walmart, Fry's Grocery, Walgreens, Goodwill, McDonald's, and much more. This shopping center is currently one of the largest in Buckeye. There are bus stops located at the shopping centers providing additional travel access.

The construction of this project will provide employment opportunities. Any outside services required by this project would be available for bid to Disadvantaged Business Enterprises, Minority-owned Businesses, Women-owned Businesses, and 8(a) firms.

## VI. FHWA Priority Selection Considerations

This project supports mobility and community connectivity, community support, commitment to increasing walking, biking, and other types of active transportation, financial completeness, equitable development, safety for pedestrians and cyclists, access to jobs and key destinations, quality of life, economic competitiveness, and environmental competitiveness. Each of these goals and priorities have been explained in depth in the previous narrative sections.

## VII. Letters of Support

The letters of support are attached separately in grants.gov.

Advanced Transportation Technology and Innovation (ATTAIN) Grant Application Summary Recap

Project Description:



The City of Buckeye seeks to address the current transportation barriers and safety concerns in Buckeye by submitting a grant application that entails planning and design for a pedestrian bridge. The pedestrian bridge will connect the southwest and northeast corners of the Watson Road and Durango Street intersection. Inca Elementary School is located on the southwest corner of Watson Road and Durango Street. The grant funds the planning and design effort for two years.

Project Cost



- $ 750,000

Required Match



- $ 150,000

Grant Amount



- $ 600,000

Plans Once Grant Expires:



- After all grant funds have been expended, we anticipate that the grant and the match will cover the cost of this planning and design project. We hope to pursue a construction grant once the planning and design has been completed, if awarded.

Objectives and Expected Outcomes



- The pedestrian bridge will improve safety, increase non-vehicular mobility, reduce transportation barriers, reduce traffic-related fatalities and injuries, reduce transportation-related emissions, and connect individuals to places of employment, worship, education, and shopping. This bridge will provide a safe path to school for Buckeye's youth. The pedestrian bridge will also be ADA compliant to serve all individuals within the community.
- The expected outcome is an increase in non-vehicular mobility and safety for all individuals within the community.
- Another expected outcome is a reduction in traffic-related emissions as pedestrian bridge users will be commuting in ways that do not involve motor vehicles.

Time Period for the Grant



- FY 2025 and FY 2027

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.AG. FIN - Armored Vehicle - Arizona Department of Homeland Security - 2024 Phoenix Urban Area Security Initiative (UASI) |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** All |
| **STAFF LIAISON:** Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165 | |
| **DEPARTMENT:** Financial 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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
The Buckeye City Council has previously approved the submission of an application for a $410,000 grant from UASI through the Arizona Department of Homeland Security to replace the Buckeye Police Department's (BPD) current armored rescue vehicle as the existing vehicle is 15 years old and nearing the end of its useful life and is not equipped to meet today's tactical needs. Buckeye has been awarded said grant in the amount of $350,000. The award for the new armored rescue vehicle will ensure reliability for BPD to respond to calls that require this resource. The new armored rescue vehicle will be equipped with state-of-the-art technology to meet today's tactical needs and increase responder rescue, medical, and public safety efforts on all high-risk calls.

**BENEFITS:**
The grant award authorizes the purchase of a new armored rescue vehicle to replace the current armored rescue vehicle that is nearing the end of its useful life and is becoming increasingly unreliable and is not equipped to meet today's tactical needs. The objective is to support the BPD's Special Weapons and Tactics (SWAT) team, protect law enforcement personnel, protect civilians and possible hostages by enhancing public and first responder safety. The armored rescue vehicle will also be available to respond to neighboring jurisdiction's calls for aid.

**FUTURE ACTION:**
After the new armored rescue vehicle has been delivered and placed into service, BPD's current armored rescue vehicle will be utilized as a back-up if the need arises. Additionally, future equipment needs and maintenance for the new armored rescue vehicle will become a part of the annual budget unless future grant opportunities arise.

**FINANCIAL IMPACT STATEMENT:**
The Federal grant portion is $350,000. While there is no match requirement, any costs exceeding $350,000 for the purchase of the armored rescue vehicle, estimated at approximately $60,000, will come from BPD's FY 2025 budget. Additionally, any required maintenance will also become a part of BPD's annual budget.

**CURRENT FISCAL YEAR TOTAL COST:**
$60,000

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**BUDGETED:**
Yes

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**FISCAL YEAR:**
2025

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**FUND/DEPARTMENT:**
Police Department

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**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
220801-03_Buckeye PD_Award Letter.pdf
220801-03_Buckeye PD_SRA.pdf
CAR Recap Summary UASI - Bearcat - Awarded.docx
Email 6.28.24 Bearcat Awarded - $350k.pdf

Governor Katie Hobbs

# State of Arizona
# Department of Homeland Security

Executive Deputy Director Kim O'Connor

June 28, 2024

Police Chief Robert Sanders
Buckeye Police Department
530 E. Monroe Ave.
Buckeye, AZ 85326-2806

Subject: FFY 2022 Homeland Security Grant Program Award - REALLOCATION
Subrecipient Agreement Number: **220801-03**
Project Title: **City of Buckeye Police Department Armored Vehicle**

Dear Police Chief Robert Sanders,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**City of Buckeye Police Department Armored Vehicle**" has been **partially funded** under the 2022 Urban Area Security Initiative Grant Program for **$266,131**. The grant performance period is ***October 1, 2024 to July 31, 2025***. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2022 federal award date as indicated in the U.S. DHS award package is 9/01/2022 with a total amount of funding of $26,482,500.00 . The Federal Award Identification Number is EMW-2022-SS-00010-S01.

**To establish acceptance of the award, please follow these instructions:**
To finalize the award process, the following actions must be completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing section 51.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before September 30, 2024 this award is rescinded and the funds will be reallocated.**

**and received by AZDOHS on or before January 31, 2025 this award is rescinded and the funds will be reallocated.**

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until **October 1, 2024**. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. **If your award has been designated an EHP B and you obligate funds prior to receiving the EHP Approval from FEMA you will not be reimbursed.** Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Kim O'Connor
Executive Deputy Director

**SUBRECIPIENT AGREEMENT - REALLOCATION**

**22-AZDOHS-HSGP-220801-03**

**Between**

**The Arizona Department of Homeland Security**

**And**

**Buckeye Police Department (UEI: WYJHKKNHLA38)**

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

2. **Period of Performance** This Agreement shall become effective on **October 1, 2024** and shall terminate on **July 31, 2025**. The obligations of Subrecipient herein survive termination of this Agreement.

3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: **"City of Buckeye Police Department Armored Vehicle"** and funded at **$266,131** (as may have been modified by the award letter).

4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2022-SS-00010-S01 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **$266,131** to Subrecipient under this Agreement.
   Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

**January 15** (for the period from October 1– December 31)
**April 15** (for the period from January 1 – March 31)
**July 15** (for the period from April 1 – June 30)
**October 15** (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (https://azdohs.gov/grant-program-forms) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as "final" and must include all pertinent information regarding the program as determined solely by AZDOHS.

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

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final Amendment_GPD_final_508.pdf and https://azdohs.gov/environmental-and-historic-preservation-

ehp. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at https://azdohs.gov/grant-program -forms.

9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (https://azdohs.gov/grant-program-forms) to AZDOHS.

"Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs $5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing $5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report**. The Property Control Form can be located at https://azdohs.gov/grant-program-forms. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (https://azdohs.gov/grant-program-forms) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (https://azdohs.gov/grant-program-forms) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45

calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (https://azdohs.gov/grant-program-forms) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (https://dema.az.gov/emergency-management/preparedness/training). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.

12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (https://gao.az.gov/publications/saam), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: https://gao.az.gov/travel.

13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (https://www.fema.gov/grants/tools/authorized-equipment-list), and guidance documents (i.e. NOFO, Prepardeness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.

15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or

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

**16. Audit/Monitoring**

a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.

b. Under 31 USC 7501-7507and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended $750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

**17. Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.

**18. National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

**19. Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (https://www.cisa.gov/safecom); (b) SAFECOM Guidance (https://www.cisa.gov/safecom); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (https://www.azdps.gov/services/government/swic); and (d) Arizona's State Interoperable Priority

Programming Guide (https://www.azdps.gov/services/government/swic).

**20.** **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

**21.** **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.

**22.** **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.

**23.** **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

**24.** **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.

**25.** **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:

a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;

b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient

must refer to the USDHS Guidance at *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and the resources at *http://www.lep.gov*);

c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (https://azgovernor.gov/governor/executive-order/2020-09) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;

e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;

f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and

g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

**26.** **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

**27.** **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**28.** **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf).

**29.** **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

**30.** **Compliance with Certain Federal Statutes, Regulations, and Requirements**

a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.

b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued

c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1(https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.

e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq*.). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per https://www.dol.gov/whd/govcontracts/dbra.htm.

f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.

g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.

i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.

j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.

k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.

l. Subrecipient must comply with US Executive Order 13224 (https://www.state.gov/executive-order-13224/) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.

n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (https://www.archives.gov/federal-register/codification/executive-order/12549.html) and US Executive Order 12689 (https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf) and 2 CFR Part 180 and 2 CFR Part

3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (https://www.dhs.gov/publication/privacy-impact-assessment-guidance).

p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (https://omb.report/icr/202011-0560-005CF), or Standard Form 424D Assurances - Construction Programs (https://omb.report/icr/200906-4040-008), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.

q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.

r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.

s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.

t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (https://www.gao.gov/products/b-138942).

**31.** **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.

**32.** **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.

**33.** **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.

35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

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

37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.

41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

**42.** **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

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

**43.** **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

**44.** **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.

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

**46.** **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.

**47.** **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (*e.g.*, State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

**48.** **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

**49.** **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

**50.** **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

**51.** **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1802 W. Jackson Street #117
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

**IN WITNESS WHEREOF**, the parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

Susan Dzbanko, Deputy Director

Date

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

## AZ Dept. of Homeland Security – 2024 Phoenix Urban Area Security Initiative (UASI) Summary Recap

Project Description:

The City of Buckeye Council has previously approved the submission of an application for a $410,000 grant from UASI grant through the Arizona Department of Homeland Security to replace the Buckeye Police Department's current armored rescue vehicle as the existing vehicle is 15 years old and nearing the end of its useful life and is not equipped to meet today's tactical needs. Buckeye has been awarded said grant in the amount of $350,000. The award for the new armored rescue vehicle will ensure reliability for BPD to respond to calls that require this resource. The new armored rescue vehicle will be equipped with state-of-the-art technology to meet today's tactical needs and increase responder rescue, medical, and public safety efforts on all high-risk calls.

Project Cost

- $ 410,000

Required Match

- While there is no match requirement, any costs exceeding $350,000 for the purchase of the armored rescue vehicle, estimated at approximately $60,000, will come from BPD's FY25 budget. Additionally, any required maintenance will also become a part of BPD's annual budget.

Grant Amount

- $ 350,000

Plans Once Grant Expires:

- After the new armored rescue vehicle has been delivered and placed into service, BPD's current armored rescue vehicle will be utilized as a back-up if the need arises. Additionally, future equipment needs, and maintenance will become a part of the annual budget unless future grant opportunities arise.

Objectives and Expected Outcomes

- The objective is to support Buckeye Police Department's SWAT team, protect law enforcement personnel, protect civilians and possible hostages by enhancing public and first responder safety. The armored rescue vehicle will also be available to respond to neighboring jurisdictions calls for aid.

Time Period for the Grant

- FY 2025 & FY 2026

## Courtney Gomez

**From:** Robert Sanders
**Sent:** Friday, June 28, 2024 8:59 AM
**To:** Rob Roach
**Cc:** Courtney Gomez
**Subject:** Re: ACTION REQUIRED: FFY 2022 UASI Reallocation Award

You get to drive it
Sent from my iPhone
Bob Sanders

> On Jun 28, 2024, at 8:40 AM, Rob Roach <rroach@buckeyeaz.gov> wrote:
>
> Woohoo!
> Way to go team $350,000 for the Bearcat!
> Chief, do we get a ride or two?
> I think our interaction with the UASI board and letters of support helped.
>
> Get Outlook for iOS
>
> ---
>
> **From:** Rob Roach <rroach@buckeyeaz.gov>
> **Sent:** Friday, June 28, 2024 8:36:06 AM
> **To:** Belinda Torres <btorres@azdohs.gov>; Robert Sanders <rsanders@buckeyeaz.gov>
> **Cc:** Courtney Gomez <cgomez@buckeyeaz.gov>
> **Subject:** Re: ACTION REQUIRED: FFY 2022 UASI Reallocation Award
>
> Thank you
>
> Get Outlook for iOS
>
> ---
>
> **From:** Belinda Torres <btorres@azdohs.gov>
> **Sent:** Friday, June 28, 2024 7:18:23 AM
> **To:** Robert Sanders <rsanders@buckeyeaz.gov>
> **Cc:** Rob Roach <rroach@buckeyeaz.gov>; Courtney Gomez <cgomez@buckeyeaz.gov>
> **Subject:** Re: ACTION REQUIRED: FFY 2022 UASI Reallocation Award
>
> [**NOTICE:** This message originated outside of the City of Buckeye -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]
>
> Chief Sanders,
> This reallocation project is set to commence on 10/01/24. (I gave the relocation project a 10/1/24 start date to make this cleaner)

FY2024 Funding Cycle Buckeye PD will also receive an allocation of $83,869 for the same project as part of the FY2024 Funding Cycle, totaling $350,000. The funding for FY2024 will also have a period of performance starting on 10/01/24. I anticipate releasing the award documentation for the FY2024 Funding Cycle around the third week of September, in line with how FEMA disburses funds. Please feel free to reach out if you have any questions.

Please let me know if you have any questions
Thanks,
Belinda

**Belinda Torres**
Strategic Planner
Arizona Department of Homeland Security
602.499.4982 - Cell
btorres@azdohs.gov
www.azdohs.gov

Confidentiality Notice: This email, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited unless specifically provided under the Arizona public records statutes. If you are not the intended recipient, please contact the sender and destroy all copies of this message.

On Fri, Jun 28, 2024 at 6:24 AM Belinda Torres <btorres@azdohs.gov> wrote:

Dear Chief Sanders,

This email is being sent to notify you that your agency has been awarded FFY 2022 UASI reallocation funds. Buckeye Police Department is being awarded reallocation project 220801-03 for the total amount of $266,131. Hard copies of the award letters and support documentation will **not** be mailed to you; however, electronic copies of the Award Letter, Subrecipient Agreement, EHP letter and Budget Details are attached to this email. Please retain the attached documentation as your official records for this project.

This email does not constitute your award letter. To establish acceptance of your award please follow these instructions:

**1.** Please complete/sign and submit the following documents:
a. Project Administration Page: Print one copy and sign.
b. Subrecipient Agreement: Print and sign **two** full original Subrecipient Agreements.
c. Environmental and Historic Preservation (EHP) required documentation, if applicable.

**2.** Mail all hard copy original documents to:
Arizona Department of Homeland Security
1802 W. Jackson St. #117
Phoenix, AZ 85007

All documentation listed above must be received by AZDOHS by September 30, 2024. If the required documentation is not received by September 30, 2024 your award will be rescinded. If you have questions or encounter technical issues, please contact me.

We look forward to our collective continued success in making Arizona safer and more resilient.

Thank you,

Belinda Torres

**Belinda Torres**
Strategic Planner
Arizona Department of Homeland Security
602.499.4982 - Cell
btorres@azdohs.gov
www.azdohs.gov

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**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.AH. CC - Liquor License Application for Quiktrip #1507 (Series 10 Beer and Wine Store) |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** 4 |
| **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 10 Beer and Wine Store Liquor License (Application No. 297064) for Quiktrip #1507, located at 330 North Sun Valley Parkway in Buckeye.

## SUMMARY

**PROJECT DESCRIPTION:**
Quiktrip #1507 is requesting approval for a Series 10 Beer and Wine Store Liquor License Application for their business located near Van Buren and Sun Valley Parkway. 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 #297064_Redacted.pdf
Quiktrip1507.pdf

Received in the Buckeye City Clerk's office July 5, 2024 at 2:18pm by KR

# State of Arizona
# Department of Liquor Licenses and Control

Created 07/03/2024 @ 04:42:53 PM

Local Governing Body Report

## LICENSE

Number:
Type: 010 BEER AND WINE STORE
Name: QUIKTRIP #1507
State: Pending
Issue Date:
Expiration Date:
Original Issue Date:
Location: [redacted]
BUCKEYE, AZ 85396-5823
USA
Mailing Address: [redacted]
Phone:
Alt. Phone:
Email:

## AGENT

Name: PERRY CHARLES HUELLMANTEL
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

## OWNER

Name: QUIKTRIP CORPORATION
Contact Name: PERRY CHARLES HUELLMANTEL
Type: CORPORATION
AZ CC File Number: F08755030
State of Incorporation: OK
Incorporation Date: 05/14/1999
Correspondence Address: [redacted]
TEMPE, AZ 85280
USA
Phone:
Alt. Phone:
Email:

**Officers / Stockholders**



60 day 9-1-24
105 day 10-16-24

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| Name: | Title: | % Interest: |
|---|---|---|
| CADIEUX FAMILY HOLDINGS LLC | Stockholder | 45.00 |
| CHESTER EDOUARD CADIEUX III | CEO,Pres,Stockholder | 10.00 |

## QUIKTRIP CORPORATION - CEO,Pres,Stockholder

Name: CHESTER EDOUARD CADIEUX III
Gender: Male
Correspondence Address: [redacted]
TEMPE, AZ 85280-1833
USA
Phone: [redacted]
Alt. Phone:
Email:

## QUIKTRIP CORPORATION - Stockholder

Name: CADIEUX FAMILY HOLDINGS LLC
Contact Name: PERRY CHARLES HUELLMANTEL
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
TEMPE, AZ 85280-1833
USA
Phone: [redacted]
Alt. Phone:
Email:

## CADIEUX FAMILY HOLDINGS LLC - Managing Member

Name: CHESTER EDOUARD CADIEUX II
Gender: Male
Correspondence Address: [redacted]
TEMPE, AZ 85280
USA
Phone: [redacted]
Alt. Phone:
Email:

## MANAGERS

Name: JAMES CHRISTOPHER ROBINSON
Gender: Male
Correspondence Address: [redacted]
TEMPE, AZ 85280-1833
USA
Phone:
Alt. Phone:
Email: [redacted]

Received in the Buckeye City Clerk's office July 5, 2024 at 2:18pm by KR

**********

Name: CHRISTOPHER MICHAEL CARLSON
Gender: Male
Correspondence Address: [redacted]
TEMPE, AZ 85280-1833
USA
Phone: [redacted]
Alt. Phone:
Email:

# APPLICATION INFORMATION

Application Number: 297064
Application Type: New Application
Created Date: 05/23/2024

# QUESTIONS & ANSWERS

**010 Beer and Wine Store**

1) Are you applying for an Interim Permit (INP)?
No

2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
WestPark Elementary School
2700 S. 257th Drive
Buckeye, AZ 85326
+/- 4.4 miles

3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Owner

4) Is there a penalty if lease is not fulfilled?
No

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

6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
$0

7) Are there walk-up or drive-through windows on the premises?
No

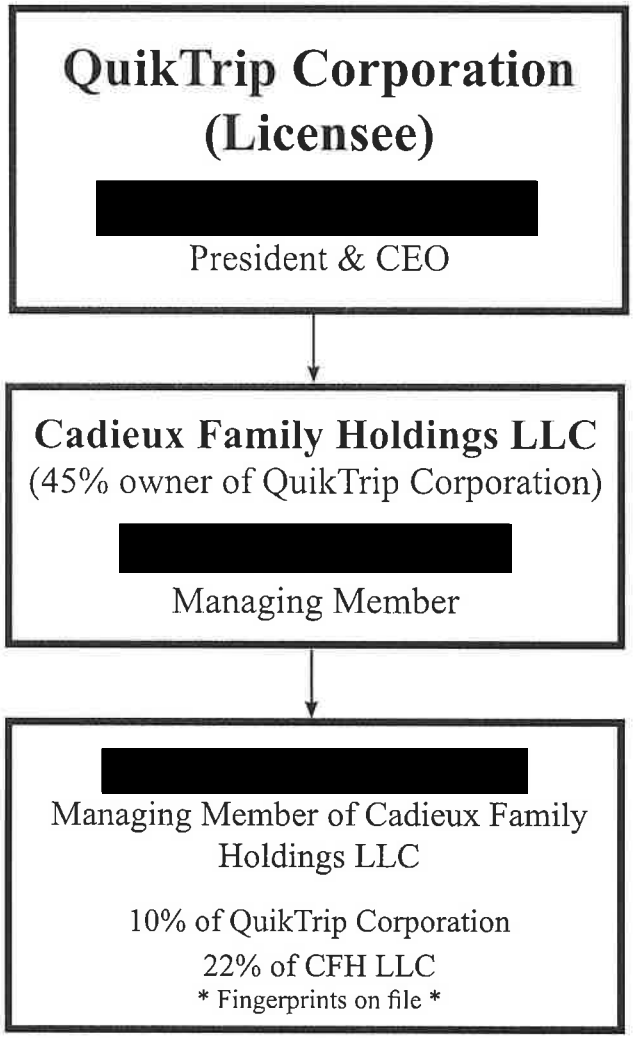
8) Does the establishment have a patio?
No

9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
July 2025

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL
**Application for Liquor License**

Section 6, Question #2

# QUIKTRIP OWNERSHIP BREAKDOWN

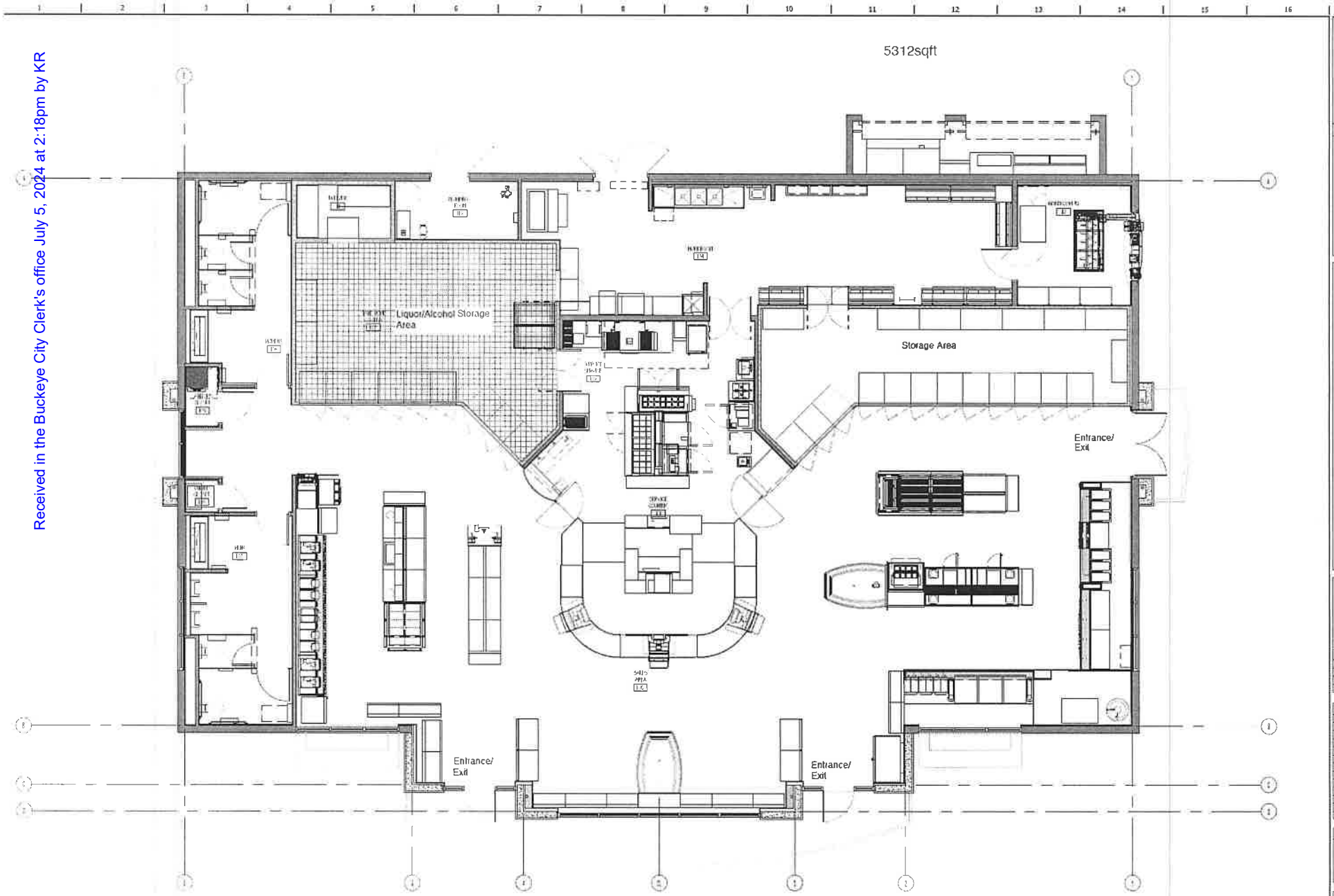



* No other person or entity has a 10% or greater interest in the liquor license

Received in the Buckeye City Clerk's office July 5, 2024 at 2:18pm by KR
24 MAY 31 Liqr. Lic. #01142

Received in the Buckeye City Clerk's office July 5, 2024 at 2:18pm by KR

1404




QuikTrip No. 1507

330 N SUN VALLEY PARKWAY
BUCKEYE, AZ 85396

SHEET TITLE:
REFERENCE FLOOR PLAN

SHEET NUMBER:
A101

A1 REFERENCE FLOOR PLAN

Received in the Buckeye City Clerk's office July 5, 2024 at 2:18pm by KR

| CSR: |
|---|
| Amount: |

# AGENT/CONTROLLING PERSON QUESTIONNAIRE

| DLLC USE ONLY |
|---|
| Job #: 297069 |
| 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**

805-555. Pending

**License Number:** 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: Huellmantel (Last) Perry (First) Charles (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: Arizona

4. Place of birth: Detroit (City) Michigan (State) USA (COUNTRY) Height: 6'0" Weight: 200 Eyes: Blue Hair: Brown

5. Name of current/most recent spouse: _____ (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? August 1988

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: QuikTrip #1507 Business Phone: PE/ND/ING

9. Premises Address: 330 N Sun Valley Parkway, Buckeye, AZ Maricopa 85396-5823
(Street (do not use PO Box) City State County Zip)

Received in the Buckeye City Clerk's office July 5, 2024 at 2:18pm by KR

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) |
|---|---|---|---|
| 04/2006 | CURRENT | Attorney | Huellmantel & Affiliates - [redacted] |
| | | | |
| | | | |
| | | | |
| | | | |

(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 |
|---|---|---|---|---|---|
| 03/1995 | CURRENT | | [redacted] | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(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 and Management 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)** Perry Charles Huellmantel **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:** _____ **Date:** _____

Received in the Buckeye City Clerk's office July 5, 2024 at 2:18pm by KR

# ALIEN STATUS

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 or type) Perry Charles Huellmantel

## 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 Detroit State Michigan **COUNTRY** United States of America

If you answered **Yes, 1)** Attach a legible copy of a document from the list below.

**2)** Name of document: Arizona Driver's License

If you answered **No**, you must complete Sections III.

Received in the Buckeye City Clerk's office July 5, 2024 at 2:18pm by KR

## 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 identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
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.

☐ . 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.

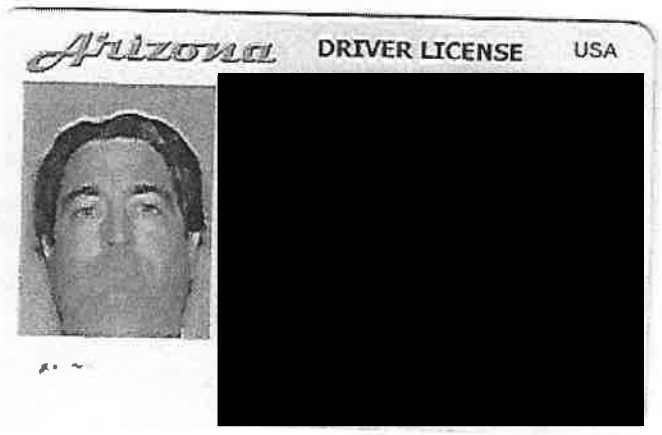
14. ***Otherwise Lawfully Present***

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. §**

| Perry Charles Huellmantel | | 04/14/23 |
|---|---|---|
| **Print Name** | **Signature** | **Date** |

Received in the Buckeye City Clerk's office July 5, 2024 at 2:18pm by KR



Received in the Buckeye City Clerk's office July 5, 2024 at 2:18pm by KR
'24 MAY 31 Liqu. Lic. AM11:42

| CSR: |
|---|
| Amount: |

# AGENT/CONTROLLING PERSON QUESTIONNAIRE

| DLLC USE ONLY |
|---|
| Job #: 297064 |
| 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**

FP current 9-23-2022

**License Number:** 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: Cadieux III (Last) Chester (First) Edouard (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: Oklahoma

4. Place of birth: Tulsa (City) Oklahoma (State) USA (COUNTRY) Height: 5'7" Weight: 165 Eyes: Brown Hair: Brown

5. Name of current/most recent spouse: Cadieux (Last) Cassie (First) Lee (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: Choose not to disclose

8. Premises Name: QuikTrip #1507 Business Phone: PE/ND/ING

9. Premises Address: 330 N Sun Valley Parkway, Buckeye, AZ Maricopa 85396-5823
(Street (do not use PO Box) City State County Zip)

Received in the Buckeye City Clerk's office July 5, 2024 at 2:18pm by KR

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) |
|---|---|---|---|
| 05/2002 | CURRENT | President/CEO | QuikTrip Corporation [redacted] |
| | | | |
| | | | |
| | | | |
| | | | |

(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 |
|---|---|---|---|---|---|
| 06/2009 | CURRENT | [redacted] | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(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) Chester Edouard Cadieux III 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: 11-14-22

Received in the Buckeye City Clerk's office July 5, 2024 at 2:18pm by KR

'24 MAY 31 Liq. Lic. #1142

| LC: |
| --- |
| Amount: |

# PREMISES MANAGER QUESTIONNAIRE

| DLLC USE ONLY |
| --- |
| Job #: 297064 |
| 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:** PENDING

FP Current 4-5-26

**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: Carlson (Last) Christopher (First) Michael (Middle) Birth Date: [redacted] (NOT a public record)
2. Social Security #: [redacted] Driver's License #: [redacted] State Issued: Arizona
3. Place of birth: Shreveport (City) LA (State) USA (COUNTRY) Height: 5'11" Weight: 230 Eyes: Greem Hair: Brown
4. Name of current/most recent spouse: Carlson (Last) Dayna (First) Michelle (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? January 1997
6. Daytime telephone number: [redacted] Email address: [redacted]
7. Premises Name: QuikTrip #1507 Business Phone: PE/ND/ING
8. Premises Address: 330 N Sun Valley Parkway (Street (do not use PO Box)), Buckeye (City), AZ (State), Maricopa (County) 85396-5823 (Zip)

Received in the Buckeye City Clerk's office July 5, 2024 at 2:18pm by KR

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) |
|---|---|---|---|
| 11/2019 | CURRENT | Training Manager | QuikTrip Corporation - [redacted] |
| 05/2007 | 11/2019 | Personnel Coordinator | QuikTrip Corporation - [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 |
|---|---|---|---|---|---|
| 11/2009 | CURRENT | [redacted] | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(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 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 ☑ |
| 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)** Christopher Carlson **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:** _____ **Date:** 1/26/23

**The Licensee has authorized the person named on this questionnaire to act as manager for the above License.**

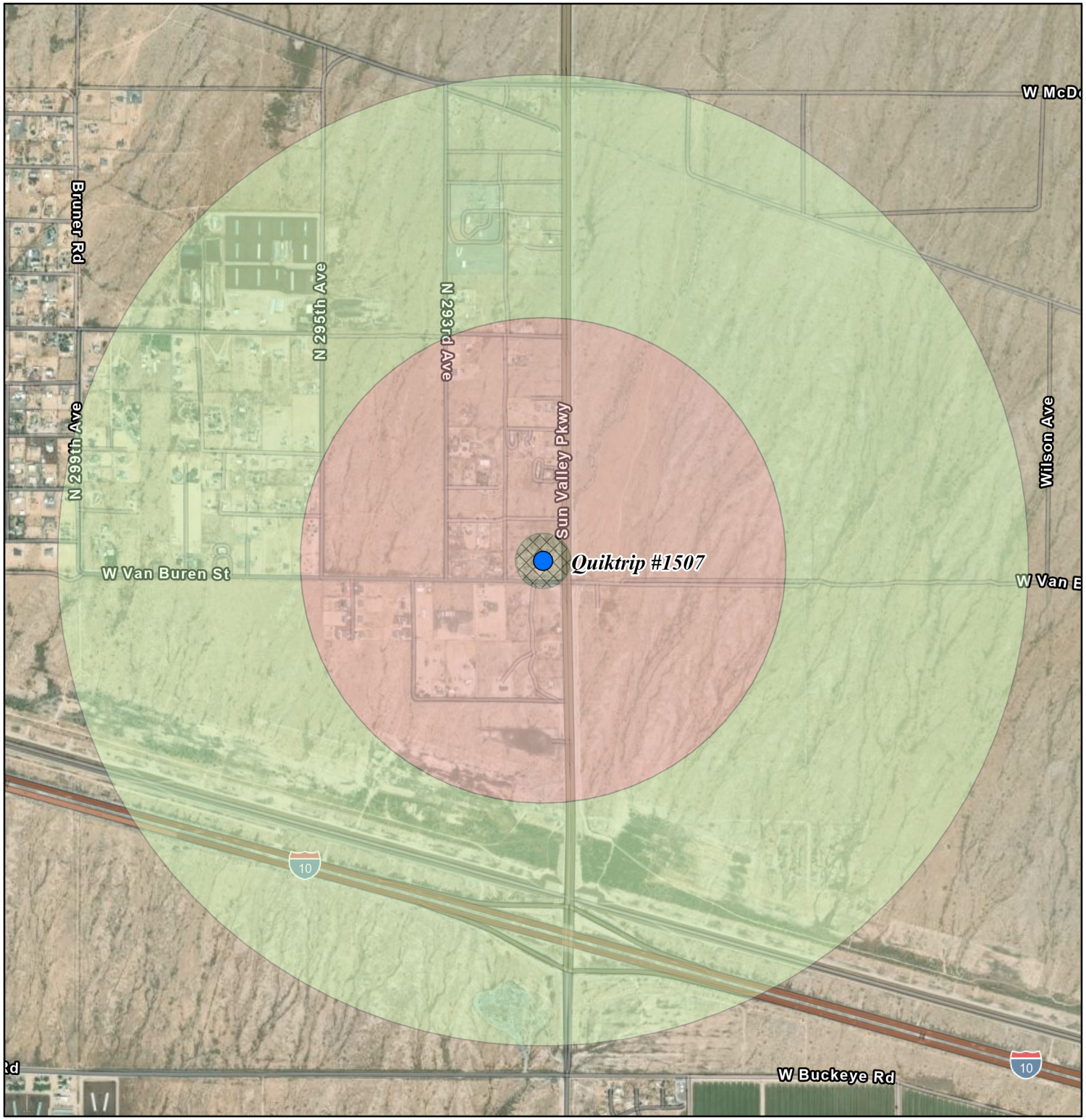
**Print Name:** Charles Huellmantel **Signature:** _____ **Date** 1/26/23



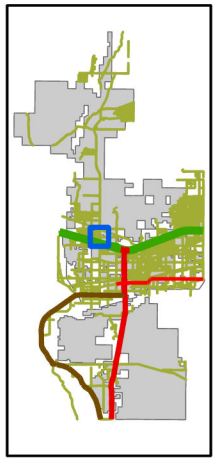
Individuals requiring ADA accommodations please call (602)542-2999

# City of Buckeye Business Licensing

Series: 010 Beer and Wine Store
Name: Quiktrip #1507
Address: 330 N Sun Valley Parkway,
Buckeye, AZ 85396
AZ License App # 297064




- Quiktrip #1507
- 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.

1415

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 4.AI. CC - Boards and Commissions Appointment / Removal |
| **DATE PREPARED:** 07/31/24 | **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 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.

## 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. Ed Sumner has submitted his notice of resignation. Donald Bassler has served as the District 5 Alternate Member of the Planning and Zoning Commission since February, 2023.

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:** 08/06/24 | **AGENDA ITEM:** 4.AJ. CC - Approval of Minutes |
| **DATE PREPARED:** 07/31/24 | **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 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.

## SUMMARY

**PROJECT DESCRIPTION:**
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..

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:**
04.16.2024 Council Workshop Minutes.pdf
05.07.2024 Council Workshop Minutes.pdf
05.21.2024 Regular Council Meeting Minutes.pdf
06.04.2024 Regular and Special Council Meeting Minutes.2.pdf
06.18.2024 Council Workshop Minutes.pdf
06.18.2024 Special Council Meeting and Council Executive Session Minutes.pdf
07.29.2024 Special Council Meeting and Council Executive Session Minutes.pdf

**CITY OF BUCKEYE**
**COUNCIL WORKSHOP**
**APRIL 16, 2024**
**MINUTES**

**City Hall - 1st Floor / Executive Conference Room**
**530 East Monroe Avenue**
**Buckeye, AZ 85326**
**4:45 p.m.**

## 1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 4:45 p.m.

Members Present: Councilmember Youngker (via Microsoft Teams), Councilmember HagEstad, Councilmember Hess (via Microsoft Teams), Councilmember Guy, Councilmember Heustis (arrived at 4:48 p.m.) 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, Assistant to the Mayor Christine Grundy, Community Services Director Miranda Gomez, Water Resources Director Terry Lowe, Information Technology Director Greg Platacz, Fire Chief Jake Rhoades, Police Chief Robert Sanders, Aviation Director Scott Gray, Interim Public Safety Director Larry Hall, Public Works Director Bret Hodne, and Communications and Government Relations Director Annie DeChance.

## 2. Workshop Items

### 2.A Update and presentation of the City's pavement management program.

Staff Liaison: Bret Hodne, Public Works Director

Mr. Hodne provided an overview of the City's pavement management program and discussed the importance of the City's pavement infrastructure and strategic plan goal to establish an asset management program. Mr. Setovich discussed how the program will allow the City to determine desired Pavement Condition Index (PCI) levels for different street classifications and to provide five-year budget projections. Mr. Hodne discussed next steps of purchasing an asset management software system to manage the program and described how the software would project maintenance costs for various city assets over five years based on selected PCI levels. Council discussed how the program could help improve City design standards and provide data to negotiate with developers on new infrastructure; discussed funding mechanisms and the challenges of older roadways acquired from the County. Mr. Hodne provided an update on the City's current PCI scores and levels of distress. Council discussed challenges around maintaining infrastructure as the City grows and potential cost savings from the program. General discussion was held regarding using data to target specific roadway sections for repair and analyzing potential annexation areas in advance.

## 3. Adjournment.

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 5:28 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 April 16, 2024. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk

BUCKEYE, AZ

**CITY OF BUCKEYE**
**COUNCIL WORKSHOP**
**MAY 7, 2024**
**MINUTES**

**City Hall - 1st Floor / Executive Conference Room**
**530 East Monroe Avenue**
**Buckeye, AZ 85326**
**3:00 p.m.**

**1. Call to Order/Roll Call**
Mayor Orsborn called the meeting to order at 3:00 p.m.

Members Present: Councilmember HagEstad, Councilmember Hess, Councilmember Heustis, Vice Mayor Goodman, and Mayor Orsborn (via Microsoft Teams).

Members Absent: Councilmember Youngker and Councilmember Guy.

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, Community Services Director Miranda Gomez, Water Resources Director Terry Lowe, Information Technology Director Greg Platacz, Fire Chief Jake Rhoades, Police Chief Robert Sanders, Aviation Director Scott Gray, Interim Public Safety Director Larry Hall, Public Works Director Bret Hodne, Economic Development Director Suzie Boyles, Chief Financial Officer William Kauppi, and Development Services Director Brian Craig.

**2. Workshop Items**

**2.A Presentation and discussion regarding the Citizen Bond Exploratory Committee recommendation for a potential General Obligation Bond Election in November 2024.**
Staff Liaisons: Doug Sandstrom, Deputy City Manager; William Kauppi, Chief Financial Officer

Mr. Sandstrom opened the presentation and introduced Jackie Meck, who served as Chairman of the Citizen Bond Exploratory Committee ("the Committee"). The Committee was formed in December for the purpose of identifying needs and prioritizing them, recommending a financing plan, and recommending potential bonding guidelines. Tools utilized include planning documents, staff presentations and expertise, resident input, Committee member input, and a survey of likely voters. The Committee recommends the City hold a General Obligation Bond Election in November 2024 to include (i) $145 million for Transportation projects, (ii) $137 million for Public Safety projects, and (iii) $16.8 million for Parks and Recreation projects. It is the Committee's recommendation to put forward two questions for voter consideration; one for Parks and Recreation and a second that combines Transportation and Public Safety into one question. The full recommendation includes a list of projects and ballot questions for each category. An overview of the public opinion survey of likely voters was provided by Paul Bentz, Senior Vice President of HighGround, Inc., which indicates likely voters would support the proposed questions for transportation and public safety projects; however, there was less support for the parks and recreation projects question. Based on those results, the Committee developed their recommendations. Councilmember Heustis requested further information regarding the proposed questions. Mr. Sandstrom stated the Committee recommends combining the transportation and public safety projects into one question; however, Council may decide to split them into two separate questions. Councilmember Hess requested further information regarding the ballot

language for the questions. Mr. Bentz clarified the questions on the ballot will be similar to the questions asked in the public opinion survey. Councilmember HagEstad requested further information regarding the proposed questions. Mr. Sandstrom clarified the Committee recommends combining the proposed question for transportation and public safety projects because they are both related to safety. Mayor Orsborn requested further information regarding the proposed questions. Mr. Bentz stated combining all three questions may be a challenge because it would be a larger total dollar amount and voters may not like one aspect of the question and vote no; confirmed the proposed projects will not be listed on the ballot but more detailed information will be provided in the publicity pamphlet. Councilmember HagEstad requested clarification regarding roadway projects and tax rates. Mr. Sandstrom provided additional information regarding proposed roadway projects and the funding of those projects. Vice Mayor Goodman requested further information regarding the proposed projects. Mr. Sandstrom clarified the projects were not included in the current five-year Capital Improvement Plan (CIP). General discussion was held regarding actual costs to citizens; if all the debt was issued at one time, the tax rate would be $2.67. If $155 million was issued over an approximate twenty-year period, the total tax rate would be $1.85. Figures are based on the assessed values of current property and planned development with a conservative growth rate over time. Citizens will not be taxed until the debt is issued. Council will determine the tax rate if the bonds are approved. Mr. Cotterman requested feedback from Council regarding the figures that will be included in the bond questions. General discussion was held regarding the figures. It was the consensus of Council to present two questions to the voters: one for transportation projects in the total amount of $137 million and one for streets and transportation projects in the total amount of $145 million. Vice Mayor Goodman thanked the Committee members for their service.

**2.B Review and discussion of the Fiscal Year 2024-2025 Budget including proposed staffing requests and Capital Improvement Plan (CIP) projects.**

Staff Liaisons: William Kauppi, Chief Financial Officer; Greg Luethje, Budget Manager

Mr. Luethje presented the proposed Fiscal Year (FY) 2024-2025 budget. Financial policies were reviewed. Revenues are expected to increase from projected growth in property taxes, utility rates and fees, and construction permit revenues. The City continues to invest in the future with a fully funded five-year CIP and a twenty-five percent reserve cash fund balance. The proposed budget includes a 3.2 percent cost of living adjustment for staff, a step increase for public safety and a five percent increase for all other employees, 66 new positions, $19 million in one-time projects and equipment, and a $197 million five-year Capital Improvement Plan. Councilmember Heustis requested clarification regarding pay increases for employees. Mr. Luethje clarified the proposed budget includes a 3.2 percent cost of living adjustment for staff, a step increase for public safety and a five percent increase for all other employees. Councilmember Hess requested clarification regarding contingency fund policy changes and impacts of residential tax rate changes. Mr. Luethje stated the policy change would allow budgeting contingency dollars in other areas rather than a set amount and excess revenues are rolled into the fund balance and used for future one-time projects including CIP projects. The City will lose approximately $1.6 million due to the residential tax rate adjustments. Mayor Orsborn requested further information regarding the flexibility to pivot bond funds between project categories. Mr. Kauppi clarified use of bond funds would have more flexibility between categories if combined as one question.

**3. Adjournment.**

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 5:12 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 May 7, 2024. I further certify that a quorum was present.

_____

Lucinda J. Aja, City Clerk

**CITY OF BUCKEYE**
**REGULAR COUNCIL MEETING**
**MAY 21, 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 4:45 p.m.; Susan Cheatham of Susan Cheatham Ministries led the invocation; Vice Mayor Goodman led the Pledge of Allegiance.

Members Present: Councilmember Youngker, 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, 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, Fire Chief Jake Rhoades, Police Chief Robert Sanders, Aviation Director Scott Gray, Interim Public Safety Director Larry Hall, Public Works Director Bret Hodne, and Communications and Government Relations Director Annie DeChance.

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

Melissa Kruger, Municipal Manager of Republic Services in the West Valley, presented comments regarding the development of a recycling facility in Buckeye.

**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, and *4.K. Motion passed unanimously.**

***4.A Council to take action on Resolution No. 19-24 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-2024-002"; 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 within and adjacent to the District; and ordering the recording and filing of this Resolution.**
Staff Liaison: Scott Lowe, Aviation Asset Director

Council adopted Resolution No. 19-24 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-2024-002"; 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 within and adjacent to the District; and ordering the recording and filing of this Resolution.

***4.B Council to take action on Resolution No. 20-24 ordering the work as described in Resolution No. 19-24 and forming City of Buckeye Street Lighting Improvement District No. SLID-2024-002; and ordering recording and filing of this Resolution.**
Staff Liaison: Scott Lowe, Aviation Asset Director

Council adopted Resolution No. 20-24 ordering the work as described in Resolution No. 19-24 and forming City of Buckeye Street Lighting Improvement District No. SLID-2024-002; and ordering recording and filing of this Resolution.

***4.C Council to take action on the Memorandum of Understanding (MOU) between the City of Buckeye and the Buckeye Valley Chamber of Commerce relating to economic development services; and authorizing the City Manager to execute and deliver said MOU.**
Staff Liaison: Suzie Boyles, Economic Development Director

Council approved the Memorandum of Understanding (MOU) between the City of Buckeye and the Buckeye Valley Chamber of Commerce relating to economic development services; and authorizing the City Manager to execute and deliver said MOU.

***4.D Council to take action on Change Order No. 2 to the Cooperative Contract Purchase Addendum (CCPA No. 2024048) between the City of Buckeye, an Arizona municipal corporation, and Cactus Asphalt, a division of Cactus Transport II, LLC, an Arizona limited liability company, for street maintenance and repair services on Monroe Avenue; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.**
Staff Liaison: Bret Hodne, Public Works Director

Council approved Change Order No. 2 to the Cooperative Contract Purchase Addendum (CCPA No. 2024048) between the City of Buckeye, an Arizona municipal corporation, and Cactus Asphalt, a division of Cactus Transport II, LLC, an Arizona limited liability company, for street maintenance and repair services on Monroe Avenue; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

***4.E Council to take action on Task Order No. 4 to the On-Call Consulting Contract (No. 2022003A.49) between the City of Buckeye, an Arizona municipal corporation, and Vertech Industrial Systems, LLC, an Arizona limited liability company, for consulting services required to provide programming of the programmable logic controller (PLC), operator interface terminal (OIT), and supervisory control advisory data acquisition system (SCADA) for the filtration system at the Jackie Meck Water Campus; and authorize the City Manager to execute and deliver said Task Order on behalf of the City.**
Staff Liaison: Terry Lowe, Water Resources Director

Council approved Task Order No. 4 to the On-Call Consulting Contract (No. 2022003A.49) between the City of Buckeye, an Arizona municipal corporation, and Vertech Industrial Systems, LLC, an Arizona limited liability company, for consulting services required to provide programming of the programmable logic controller (PLC), operator interface terminal (OIT), and supervisory control advisory data acquisition system (SCADA) for the filtration system at the Jackie Meck Water Campus; and authorize the City Manager to execute and deliver said Task Order on behalf of the City.

***4.F Council to take action on a Minor Subdivision for the Mission Park 2 Industrial Development generally located at the southwest corner of McDowell and Perryville Roads.**
Staff Liaison: Sean Banda, Senior Planner

Council approved a Minor Subdivision for the Mission Park 2 Industrial Development generally located at the southwest corner of McDowell and Perryville Roads.

***4.G Council to take action on the Memorandum of Understanding (MOU) between the City of Buckeye and the White Tank Mountains Conservancy for Fiscal Year 2024-2025; and authorizing the Mayor to execute and deliver said MOU on behalf of the City.**
Staff Liaison: Robert Wisener, Community Services Deputy Director

Council approved the Memorandum of Understanding (MOU) between the City of Buckeye and the White Tank Mountains Conservancy for Fiscal Year 2024-2025; and authorizing the Mayor to execute and deliver said MOU on behalf of the City.

***4.H Council to take action on the submission of a $1,408,581.44 Arizona Highway Safety Improvement Program (AZ HSIP) grant application for the deployment of traffic signals to improve safety, reduce traffic-related fatalities and injuries, reduce traffic congestion, reduce transportation-related emissions, and improve system performance and connectivity at the intersection of Rainbow Road and Sundance Parkway.**
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the submission of a $1,408,581.44 Arizona Highway Safety Improvement Program (AZ HSIP) grant application for the deployment of traffic signals to improve safety, reduce traffic-related fatalities and injuries, reduce traffic congestion, reduce transportation-related emissions, and improve system performance and connectivity at the intersection of Rainbow Road and Sundance Parkway.

***4.I Council to take action on the submission of a $500,000 Bureau of Justice Assistance Fiscal Year 2024 Prosecuting Cold Cases Using DNA grant application through the United States Department of Justice (USDOJ) for the hiring of two new detectives who will be solely dedicated to working cold cases that already have DNA developed, as well as funding for office equipment necessary to perform their duties.**
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the submission of a $500,000 Bureau of Justice Assistance Fiscal Year 2024 Prosecuting Cold Cases Using DNA grant application through the United States Department of Justice (USDOJ) for the hiring of two new detectives who will be solely dedicated to working cold cases that already have DNA developed, as well as funding for office equipment necessary to perform their duties.

***4.J Council to take action on Resolution No. 22-24 approving the Tentative Budgets for the Street Lighting Improvement Districts (SLIDs) for the Fiscal Year 2024-2025 beginning July 1, 2024 and ending June 30, 2025, setting a hearing date for the budgets and establishing the annual assessment.**
Staff Liaison: Larry Price, Special Districts Manager

Council adopted Resolution No. 22-24 approving the Tentative Budgets for the Street Lighting Improvement Districts (SLIDs) for the Fiscal Year 2024-2025 beginning July 1, 2024 and ending June 30, 2025, setting a hearing date for the budgets and establishing the annual assessment.

***4.K Council to take action on the April 2, 2024 Regular Council Meeting Minutes and April 16, 2024 Regular Council Meeting Minutes.**
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the April 2, 2024 Regular Council Meeting Minutes and April 16, 2024 Regular Council Meeting Minutes.

**5. Continued / Tabled Public Hearings**

**5.A NO ACTION WAS TAKEN ON THIS ITEM. This item and the accompanying public hearing is continued until the June 18, 2024 Regular Council Meeting. Ordinance No. 06-24 approving an Amendment to the Copper Falls Community Master Plan as described in Case Number PLZZ-22-00025; approving the Second Amended Development Agreement between the City of Buckeye, Arizona, GM Gabrych Family LP, Pulte Home Company, LLC, Melcor Developments Arizona Inc., Forestar (USA) Real Estate Group, Inc., AG EHC II (NWHM) Multi-State 4, LLC, and D.R. Horton, Inc., concerning the development of the northernmost approximately 72.3 acres of the Copper Falls Community Master Plan; and authorizing the Mayor to execute and deliver the Development Agreement.**
Staff Liaison: Ken Galica, Principal Planner

**6. Public Hearings / Non-Consent - New Business**

**6.A Council to hold a public hearing and take action on Resolution No. 30-24 approving an amendment to the Downtown Specific Area Plan ("DSAP") by changing the land use designation of approximately 33 acres of land located east of the southeast corner of Monroe Avenue and the Apache Road alignment from Mixed Use Core to Downtown Residential and relocating an approximately 8-acre future park site identified in the DSAP from the south side to the north side of Monroe Avenue.**
Staff Liaison: Ken Galica, Principal Planner

Mr. Galica opened the presentation and provided an overview of Resolution No. 30-24; vicinity maps were displayed. This is a City of Buckeye Development Services Department request for a Minor Amendment to the Downtown Specific Area Plan (DSAP), changing the land use designation of approximately 33 acres located east of the southeast corner of Monroe Avenue and the Apache Road alignment from Mixed Use Core to Downtown Residential and relocating an approximate 8-acre future park site from the south side of Monroe Avenue to the north side of Monroe Avenue. Council to hold a public hearing and take action on Resolution No. 30-24 approving an amendment to the Downtown Specific Area Plan ("DSAP") by changing the land use designation of approximately 33 acres of land located east of the southeast corner of Monroe Avenue and the Apache Road alignment from Mixed Use Core to Downtown Residential and relocating an approximately 8-acre future park site identified in the DSAP from the south side to the north side of Monroe Avenue. At 6:17 p.m. Mayor Orsborn opened a public hearing to hear citizen input regarding Resolution No. 30-24. There being no comment, Mayor Orsborn closed the public hearing at 6:17 p.m. A motion was made by Councilmember Heustis and seconded by Vice Mayor Goodman to adopt Resolution No. 30-24 approving an amendment to the Downtown Specific Area Plan ("DSAP") by changing the land use designation of approximately 33 acres of land located east of the southeast corner of Monroe Avenue and the Apache Road alignment from Mixed Use Core to Downtown Residential and relocating an approximately 8-acre future park site

identified in the DSAP from the south side to the north side of Monroe Avenue. Motion passed unanimously.

**6.B Council to hold a public hearing and take action on Resolution No. 27-24 approving an amendment to the Sun Valley Area Plan (SVAP) to incorporate text defining solar generation stations and interim uses and authorizing interim, non-permanent use of properties located within the Sun Valley Area Plan boundary for solar generation stations.**
Staff Liaison: Ken Galica, Principal Planner

Items 6.B and 6.C were presented concurrently. Mr. Galica opened the presentation and provided an overview of Resolution No. 27-24; vicinity maps were displayed. David Lundgren, Avantus Solar, is requesting approval of a text amendment to the Sun Valley Area Plan (SVAP), incorporating text defining solar generation stations and interim uses, and authorizing the interim, non-permanent use of properties within the 16,266-acre boundary of the SVAP for solar generation stations. The project is known as Catclaw Solar. The SVAP is bounded by the Hassayampa River on the west, White Tank foothills on the east, the Northern Avenue alignment on the south, and Bell Road/Sun Valley Parkway on the north. A companion request, establishing a Community Master Plan (CMP) and related Development Agreements (DA) to facilitate development of a solar generation station on 1,620 acres west of the northwest corner of Sun Valley Parkway and the Northern Road alignment, is to be reviewed by the City Council following consideration of this item. Approval of this SVAP Amendment is required for the companion CMP and DAs to be approved. The proposal is consistent with a multitude of General Plan goals and policies related to land use compatibility and sustainability and will have a positive impact on the surrounding area and the City as a whole. Councilmember Youngker requested further information regarding the project. Mr. Galica clarified grading will take place where needed. Councilmember Hess requested clarification regarding the terms of the Development Agreement. Mr. Lundgren clarified the forty-year period will accommodate a twelve-to-eighteen-month construction period, a thirty-five-year operational life, and then a twelve-to-eighteen-month decommissioning period; stated the typical lifespan of this type of project is thirty-five to forty years. The design of the solar project would preserve the washes and wildlife corridors, with no development allowed in those areas and would have minimal traffic impacts, with only periodic visits for maintenance and operations, not a high volume of daily traffic. Mr. McCoy provided additional clarifying information regarding the Development Agreement. Based on a request from Councilmember Hess, Mr. Galica reviewed public outreach and input. Councilmember Youngker requested clarification regarding the CMP. Mr. Galica stated the CMP is specifically for this use. Vice Mayor Goodman requested clarification regarding aesthetics and the energy that will be generated. Mr. Galica provided clarification regarding aesthetics. Mr. Lundgren stated this is a 250-megawatt project. Mayor Orsborn opened a public hearing at 6:40 p.m. to hear citizen input regarding Resolution No. 27-24. There being no comment, Mayor Orsborn closed the public hearing at 6:40 p.m. A motion was made by Councilmember Heustis and seconded by Vice Mayor Goodman to adopt Resolution No. 27-24 approving an amendment to the Sun Valley Area Plan (SVAP) to incorporate text defining solar generation stations and interim uses and authorizing interim, non-permanent use of properties located within the Sun Valley Area Plan boundary for solar generation stations. Motion passed unanimously.

**6.C Council to hold a public hearing and take action on Ordinance No. 13-24 approving a Community Master Plan for Catclaw Solar as described in Case Number PLZZ-23-00009; approving the Second Amendment to Development Agreement (Sun Valley) dated July 19, 2000 between the City and BA Pacific Sun Valley, LLC; approving the Catclaw Solar Project Development Agreement dated May 21, 2024 between the City, Arizona, BA Pacific Sun Valley, LLC and 311SV 8me LLC; and authorizing the Mayor to execute and deliver the Development Agreements.**
Staff Liaison: Ken Galica, Principal Planner

Items 6.B and 6.C were presented concurrently. Mr. Galica opened the presentation and provided an overview of Resolution No. 27-24; vicinity maps were displayed. David Lundgren, Avantus, is requesting approval of Application PLZZ-23-00009, a request involving three components, 1) Request for approval of a Community Master Plan (CMP) for Catclaw Solar, establishing permitted land uses and development standards to facilitate development of a solar generation station as an interim use on approximately 1,620 acres located west of the northwest corner of Sun Valley Parkway and the Northern Avenue alignment; 2) approval of the Second Amendment to Development Agreement (Sun Valley) dated July 19, 2000 between the City and property owner BA Pacific Sun Valley, LLC; and 3) approval of the Development Agreement dated May 21, 2024 between the City, property owner BA Pacific Sun Valley, LLC and developer 311SV 8me LLC, defining City, land owner, and developer rights, duties and obligations pertaining to interim development of the subject property for a solar power generation facility. The proposal is consistent with a multitude of General Plan goals and policies related to land use compatibility and sustainability and will have a positive impact on the surrounding area and the City as a whole. Councilmember Youngker requested further information regarding the project. Mr. Galica clarified grading will take place where needed. Councilmember Hess requested clarification regarding the terms of the Development Agreement. Mr. Lundgren clarified the forty-year period will accommodate a twelve-to-eighteen-month construction period, a thirty-five-year operational life, and then a twelve-to-eighteen-month decommissioning period; stated the typical lifespan of this type of project is thirty-five to forty years. The design of the solar project would preserve the washes and wildlife corridors, with no development allowed in those areas and would have minimal traffic impacts, with only periodic visits for maintenance and operations, not a high volume of daily traffic. Mr. McCoy provided additional clarifying information regarding the Development Agreement. Based on a request from Councilmember Hess, Mr. Galica reviewed public outreach and input. Councilmember Youngker requested clarification regarding the CMP. Mr. Galica stated the CMP is specifically for this use. Vice Mayor Goodman requested clarification regarding aesthetics and the energy that will be generated. Mr. Galica provided clarification regarding aesthetics. Mr. Lundgren stated this is a 250-megawatt project. Mayor Orsborn opened a public hearing at 6:42 p.m. to hear citizen input regarding Ordinance No. 13-24. There being no comment, Mayor Orsborn closed the public hearing at 6:42 p.m. A motion was made by Councilmember Heustis and seconded by Councilmember Hess to adopt Council to hold a public hearing and take action on Ordinance No. 13-24 approving a Community Master Plan for Catclaw Solar as described in Case Number PLZZ-23-00009; approving the Second Amendment to Development Agreement (Sun Valley) dated July 19, 2000 between the City and BA Pacific Sun Valley, LLC; approving the Catclaw Solar Project Development Agreement dated May 21, 2024 between the City, Arizona, BA Pacific Sun Valley, LLC and 311SV 8me LLC; and authorizing the Mayor to execute and deliver the Development Agreements.

**6.D Council to take action on Resolution No. 31-24 approving and adopting a Tentative Budget for Fiscal Year 2024-2025.**
Staff Liaison: William Kauppi, Chief Financial Officer

Mr. Kauppi opened the presentation and provided an overview of Resolution No. 31-24. It is a State requirement that the City annually approve and adopt the Tentative Budget, to include estimates of revenues and expenditures. The Tentative Budget sets forth the financial resources plan for Buckeye Fiscal Year 2024-2025 service delivery programs and the Capital Improvement Plan (CIP). After approval, the Tentative Budget and State budget forms will be available for public review and inspection. The Tentative Budget estimate for Fiscal Year 2024-2025 is $686,649,900. Budgeting practices were summarized, and estimated revenues and expenditures were reviewed. The budget includes the addition of 66 employees, a 3.2 percent cost of living adjustment, a step-increase for public safety personnel, and a 5 percent merit increase for all other employees. Capital Improvement Plan (CIP) projects were listed and reviewed. Councilmember Hess requested clarification regarding the Highway User Revenue Funds (HURF), grants, revenues. Mr. Kauppi stated the General Fund supplements the HURF for pavement maintenance; clarified the proposed budget allows for the acceptance of any potential grants; revenues and expenditures fluctuate from month to month and any leftover funds will

roll over into the contingency fund. A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to adopt Resolution No. 31-24 approving and adopting a Tentative Budget for Fiscal Year 2024-2025. Motion passed unanimously.

**6.E Council to take action on Resolution No. 29-24 ordering, calling and providing notice of an Election for November 5, 2024; referring to the voters of the City of Buckeye questions of selling and issuing bonds payable from secondary (ad valorem) property taxes; designating the manner of election; designating the dates that voter registration closes; designating provisions for the filing of arguments for and against the bonds; and authorizing the City Manager, or designee, to enter into all Agreements to effectuate election services; and ordering the City Clerk to provide public notice of this call of election.**

Staff Liaison: Doug Sandstrom, Deputy City Manager

Mr. Sandstrom opened the presentation and provided an overview of Resolution No. 29-24. Arizona Revised Statutes §35-455 addresses the sale of bonds and the requirement that a majority of the qualified electors voting at the election must agree. The statute is detailed regarding the requirements of the informational pamphlet, call of election, interest rate, the minimum and maximum number of years the bonds may run, the purposes for which the money will be expended, the current outstanding general obligation debt, and the constitutional debt limit of the political subdivision. Council received the Citizen Bond Exploratory Committee recommendations at the May 7, 2024 Workshop. Two questions will be placed on the ballot; Question No. 1 relates to Public Safety Improvement Bonds; Question No. 2 relates to Street and Transportation Improvement Bonds. Proposed projects to be funded by the bonds were listed and described. Vice Mayor Goodman requested further information regarding the bond election process. Mr. Sandstrom stated a 13-member committee of residents, business owners, and developers reviewed over $1 billion in potential projects and provided recommendations to the City Council. Councilmember Hess requested clarification regarding the tax impact if both bonds are approved by the voters. Mr. Sandstrom stated the maximum potential annual tax impact would be an average of $207 for a $250,000 home, $1,484 per $1 million of commercial property value, and $140 per $100,000 of agricultural or vacant land value. Councilmember Youngker requested clarification regarding assessed value. Mr. Sandstrom explained that under state law, a home's assessed value can be significantly lower than its full market value, often around 50 percent of the market value. Mayor Orsborn requested further information regarding the projects that will be funded by the bonds. Mr. Sandstrom explained that, without proposed bond funding, the City would need to rely more heavily on the general fund to pay for CIP projects, which could compete with other priorities and get spread out over a longer timeframe. The bond funding would allow the City to accelerate the delivery of growth-related infrastructure projects. Councilmember HagEstad requested further information regarding payment of growth-related projects; expressed the importance of growth paying for growth. Mr. Sandstrom stated all property owners in the City are subject to property tax; the City is forecasting a 2.5 percent annual growth rate in assessed valuation after the first 5 years, which is much lower than the 10 percent growth the City has recently experienced. A motion was made by Councilmember Heustis and seconded by Vice Mayor Orsborn to adopt Resolution No. 29-24 ordering, calling and providing notice of an Election for November 5, 2024; referring to the voters of the City of Buckeye questions of selling and issuing bonds payable from secondary (ad valorem) property taxes; designating the manner of election; designating the dates that voter registration closes; designating provisions for the filing of arguments for and against the bonds; and authorizing the City Manager, or designee, to enter into all Agreements to effectuate election services; and ordering the City Clerk to provide public notice of this call of election. Motion passed unanimously.

## 7. Comments from the Mayor and Council

Mayor Orsborn: thanked staff and General Obligation Bond Exploratory Committee Members.

Councilmember Youngker: presented statements regarding the Main Streets of America conference he recently attended.

**8. City Manager's Report and Summary of Current Events**

Mr. Sandstrom presented a brief summary of current events.

**9. Proposals for Future Agenda Items** – None.

**10. Adjournment**
There being no further business to discuss, Mayor Orsborn adjourned the meeting at 6:24 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 May 21, 2024. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

BUCKEYE, AZ

**CITY OF BUCKEYE**
**REGULAR AND SPECIAL COUNCIL MEETING**
**JUNE 4, 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.; Pastor Brian Wright of Citadel of Praise Church led the invocation; Councilmember Hess led the Pledge of Allegiance.

Members Present: Councilmember Youngker, Councilmember HagEstad (via Microsoft Teams), Councilmember Hess, Councilmember Guy (via Microsoft Teams), 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, 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, Deputy Public Works Director Amy Murray, Director of Engineering Scott Zipprich, and Communications and Government Relations Director Annie DeChance.

**2. Comments from the Public**

Deanna Kupcik thanked Council for the continued relationship with the Buckeye Valley Chamber of Commerce.

**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 Vice Mayor Goodman to approve Items *4.A, *4.B, *4.C, *4.D, *4.E, *4.F, *4.G., *4.H, *4.I, and *4.J. Motion passed unanimously.**

*4.A **Council to take action on Resolution No. 32-24 designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2024-2025 Annual Expenditure Limitation Report to the Arizona Auditor General; and authorizing the Mayor, City Manager, Chief Financial Officer, City Clerk and City Attorney to take all steps necessary to carry out the purpose and intent of this Resolution on behalf of the Governing Body.**
Staff Liaison: William Kauppi, Chief Financial Officer

Council adopted Resolution No. 32-24 designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2024-2025 Annual Expenditure Limitation Report to the Arizona Auditor General; and authorizing the Mayor, City Manager, Chief Financial Officer, City Clerk and City Attorney to take all steps necessary to carry out the purpose and intent of this Resolution on behalf of the Governing Body.

*4.B **Council to take action on the submission of a $364,835 Fiscal Year (FY) 2024 Fentanyl Prosecution, Division and Testing grant application through the Arizona Department of Public Safety (DPS) for the purchase of five new MX908 devices.**
Staff Liaison: Rob Roach, Grant Program Administrator

Council approved the submission of a $364,835 Fiscal Year (FY) 2024 Fentanyl Prosecution, Division and Testing grant application through the Arizona Department of Public Safety (DPS) for the purchase of five new MX908 devices.

*4.C **Council to take action on Resolution No. 35-24 approving an Easement for Flood Control Purposes by and between the City of Buckeye and the Flood Control District of Maricopa County relating to the White Tanks FRS #4 Outlet Facility and authorizing the Mayor to execute and deliver said Agreement.**
Staff Liaison: Ron Moll, City Engineer

Council adopted Resolution No. 35-24 approving an Easement for Flood Control Purposes by and between the City of Buckeye and the Flood Control District of Maricopa County relating to the White Tanks FRS #4 Outlet Facility and authorizing the Mayor to execute and deliver said Agreement.

*4.D **Council to take action authorizing the City Manager to negotiate and execute contracts on behalf of the City of Buckeye, to allow for construction in connection with Capital Improvement Plan (CIP) Project No. 109010, Veterans Memorial at Sundance Park, provided that the cumulative total of said contracts shall not exceed $795,000.**
Staff Liaison: Robert Wisener, Deputy Director

Council authorized the City Manager to negotiate and execute contracts on behalf of the City of Buckeye, to allow for construction in connection with Capital Improvement Plan (CIP) Project No. 109010, Veterans Memorial at Sundance Park, provided that the cumulative total of said contracts shall not exceed $795,000.

*4.E **Council to take action on Change Order No. 3 to Task Order No. 1 of the On-Call Consulting for Engineering and Architectural Services Contract No. 2022003.16 between the City of Buckeye, an Arizona municipal corporation, and Terracon Consultants, Inc., a Delaware corporation, for professional studies required by the Bureau of Land Management to receive a Recreation and Public Purpose lease for two parcels between Skyline Regional Park and Verrado, totaling 640 acres.**
Staff Liaison: Robert Wisener, Deputy Director

Council approved Change Order No. 3 to Task Order No. 1 of the On-Call Consulting for Engineering and Architectural Services Contract No. 2022003.16 between the City of Buckeye, an Arizona municipal corporation, and Terracon Consultants, Inc., a Delaware corporation, for professional studies required

by the Bureau of Land Management to receive a Recreation and Public Purpose lease for two parcels between Skyline Regional Park and Verrado, totaling 640 acres.

***4.F Council to take action on Resolution No. 25-24 approving the First Amendment to the Development Agreement between the City of Buckeye, an Arizona municipal corporation, and Forestar (USA) Real Estate Group Inc., a Delaware corporation, related to water infrastructure and certain wastewater infrastructure to be constructed and conveyed to the City of Buckeye by Forestar (USA) Real Estate Group Inc. in connection with the Farallon Development in the City of Buckeye.**
Staff Liaison: Terry Lowe, Water Resources Director

Council adopted Resolution No. 25-24 approving the First Amendment to the Development Agreement between the City of Buckeye, an Arizona municipal corporation, and Forestar (USA) Real Estate Group Inc., a Delaware corporation, related to water infrastructure and certain wastewater infrastructure to be constructed and conveyed to the City of Buckeye by Forestar (USA) Real Estate Group Inc. in connection with the Farallon Development in the City of Buckeye.

***4.G Council to take action on Resolution No. 36-24 confirming the automatic termination of the Development Agreement between the City of Buckeye, Arizona and MPC Mystic, LLC dated February 16, 2021 and all subsequent assignments thereof; and authorizing the Mayor to execute and deliver the termination.**
Staff Liaison: Terry Lowe, Water Resources Director

Council adopted Resolution No. 36-24 confirming the automatic termination of the Development Agreement between the City of Buckeye, Arizona and MPC Mystic, LLC dated February 16, 2021 and all subsequent assignments thereof; and authorizing the Mayor to execute and deliver the termination.

***4.H Council to take action on the Water Rights Transaction Extinguishment Credits Sale and Purchase Agreement between the City of Buckeye, a municipal corporation of the State of Arizona, and Estrella South LLC, an Arizona limited liability company, and authorize the City Manager to execute said Agreement on behalf of the City.**
Staff Liaison: Terry Lowe, Water Resources Director

Council approved the Water Rights Transaction Extinguishment Credits Sale and Purchase Agreement between the City of Buckeye, a municipal corporation of the State of Arizona, and Estrella South LLC, an Arizona limited liability company, and authorize the City Manager to execute said Agreement on behalf of the City.

***4.I Council to take action on the removal of Martin Garcia Enriquez as a Regular Member of the Community Services Advisory Board (CSAB).**
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the removal of Martin Garcia Enriquez as a Regular Member of the Community Services Advisory Board (CSAB).

***4.J Council to take action on the May 7, 2024 Regular Council Meeting Minutes.**
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the May 7, 2024 Regular Council Meeting Minutes.

**5. Special Council Meeting**

**5.A Council to convene into a Special Council Meeting (as required by A.R.S. Title 42, Sections**

**17101 through 17108).**

A motion was made by Vice Mayor Goodman and seconded by Councilmember Heustis to convene into a Special Council Meeting pursuant to A.R.S. Title 42, Sections 17101 through 17108. Motion passed unanimously.

**5.B Council will hold a public hearing and take action (roll call vote) on the Truth in Taxation (TNT) Primary Property Tax levy for Fiscal Year (FY) 2024-2025 equal to $15,329,552.**
Staff Liaison: William Kauppi, Chief Financial Officer

Mr. Kauppi presented an overview of the Truth in Taxation (TNT) Primary Property Tax levy for Fiscal Year (FY) 2024-2025 equal to $15,329,552. The recommended levy is $1,955,990 greater than the previous year, a total levy increase of 14.6%. The City's primary property tax rate is estimated to be $1.6077 per $100 of taxable assessed value. The City's primary property taxes for a $100,000 home will decrease from $165.13 to $160.77. Mayor Orsborn opened a public hearing at 6:10 p.m. to hear citizen input regarding the Truth in Taxation (TNT) Primary Property Tax levy for Fiscal Year (FY) 2024-2025 equal to $15,329,552. There being no comment, Mayor Orsborn closed the public hearing at 6:10 p.m. Vice Mayor Goodman requested clarification regarding property values, tax value, and tax levy. Mr. Kauppi explained that market value is the amount a home can be sold for while assessed value is the amount assessed on a property by the Maricopa County Assessor's Office and cannot increase more than five percent annually; the assessed value is the figure used for property tax calculations. General discussion was held regarding the tax levy and the tax rate. Councilmember Hess requested clarification regarding the tax rate. Mr. Kauppi stated the proposed property tax rate is at the maximum amount allowed; property taxes pay for general government services and are placed in the City's general fund. Mayor Orsborn requested further information regarding the proposed tax rate. Mr. Kauppi confirmed the tax rate is decreasing from the previous year; stated there has been a significant increase in commercial properties in the City. A motion was made by Councilmember Heustis and seconded by Vice Mayor Goodman to approve the Truth in Taxation (TNT) Primary Property Tax levy for Fiscal Year (FY) 2024-2025 equal to $15,329,552.
Roll Call Vote:
**Councilmember HagEstad: aye**
**Councilmember Youngker: aye**
**Councilmember Guy: aye**
**Councilmember Hess: aye**
**Councilmember Heustis: aye**
**Vice Mayor Goodman: aye**
**Mayor Orsborn: aye**
**Motion passed unanimously**

**5.C Council to hold a public hearing and take action on Resolution No. 33-24 adopting a budget; setting forth the receipts and expenditures and the amounts proposed to be raised by direct property taxation for the various purposes for the Fiscal Year 2024-2025.**
Staff Liaison: William Kauppi, Chief Financial Officer

Mr. Kauppi presented an overview of Resolution No. 33-24. Fiscal Year 2024-2025 revenues, expenditures, and personnel changes were summarized. Capital Outlay was described. The proposed budget includes the addition of 66 new positions, a 3.2 percent cost of living adjustment, a step increase for public safety personnel, a 5 percent merit increase for all other staff, 43 general government projects, 27 utility Capital Improvement Plan (CIP) projects, and the issuance of debt for the purchase of water rights. Mayor Orsborn requested further clarification regarding State Shared Revenues (SSR). Mr. Kauppi clarified the estimates of SSR did not take population growth into consideration and new figures were provided to the City after updated population numbers were considered. Mayor Orsborn opened a public hearing at 6:25 p.m. to hear citizen input regarding Resolution No. 33-24. There being no

comment, Mayor Orsborn closed the public hearing at 6:25 p.m. A motion was made by Councilmember Heustis and seconded by Vice Mayor Goodman to adopt Resolution No. 33-24 adopting a budget; setting forth the receipts and expenditures and the amounts proposed to be raised by direct property taxation for the various purposes for the Fiscal Year 2024-2025. Motion passed unanimously.

**5.D Council to hold a public hearing and take action on Resolution No. 23-24 adopting the final budget for the Fiscal Year 2024-25 beginning July 1, 2024 and ending June 30, 2025, by the Governing Board of the following Street Lighting Improvement Districts: SLID #1 Operations, Sun City Festival A1 and B1; 2006-SLID-017, Riata West 1; 2006-SLID-015, Riata West Unit 2; 2006-SLID-001, Vista De Montana; 2006-SLID-011, Sun City Festival C1-H1 and V1; 2006-SLID-020, Farallon; 2006-SLID-007, Festival Foothills Phase 1; 2006-SLID-019, Sun City Festival K, O, M, #1; 2006-SLID-016, Sonoran Vista 1 and 2; 2006-SLID-008, Festival Foothills Phase 2; 2007-SLID-003, Sundance Pd 26; 2007-SLID-002, Sundance Pd 25; 2007-SLID-001, Sundance Pd 27; 2007-SLID-010, Watson Estates; 2007-SLID-021, Festival Ranch Par J1; 2006-SLID-003, Blue Horizons; 2006-SLID-009, Crystal Vista; 2011-SLID-001, Sundance Commercial; 2012-SLID-002, Sienna Hills; 2013-SLID-002, Sun City Festival PL 1; 2009-SLID-02A, Watson Marketplace; 2015-SLID-001, Estrella Vista; 2017-SLID-003, Parkplace/Terra Vista; 2013-SLID-001, Arroyo Seco; 2018-SLID-001, Canyon Views; 2006-SLID-002, Sundance Pd 48 and 49A; 2019-SLID-001, Villages at Sundance; 2020-SLID-001, Buckeye Parkway Center; 2019-SLID-002, Westpark Phase 2; 2020-SLID-002, Coyote Ridge; 2021-SLID-002, 5-Below; 2021-SLID-003, Jackrabbit Marketplace; 2022-SLID-006, Kentwood.**
Staff Liaison: Larry Price, Special Districts Manager

Mr. Price provided an overview of Resolution No. 23-24. Street Lighting Improvement Districts (SLIDs) are established with the approval of City Council. The Council serves as the Governing Board of the SLIDs and the City administers the operations of the SLIDs, which are for the purpose of operating and maintaining street lighting located within the SLIDs. By Arizona law, SLIDs cannot incur debt. The assessment is imposed on each property within the District and is collected through the Maricopa County property tax system. The projected amount for revenues and expenditures, for all SLIDs, is $529,700 for Fiscal Year 2024-2025. Mayor Orsborn opened a public hearing at 6:31 p.m. to hear citizen input regarding Resolution No. 23-24. There being no comment, Mayor Orsborn closed the public hearing at 6:31 p.m. A motion was made by Councilmember Heustis and seconded by Vice Mayor Goodman to adopt Resolution No. 23-24 adopting the final budget for the Fiscal Year 2024-25 beginning July 1, 2024 and ending June 30, 2025, by the Governing Board of the following Street Lighting Improvement Districts: SLID #1 Operations, Sun City Festival A1 and B1; 2006-SLID-017, Riata West 1; 2006-SLID-015, Riata West Unit 2; 2006-SLID-001, Vista De Montana; 2006-SLID-011, Sun City Festival C1-H1 and V1; 2006-SLID-020, Farallon; 2006-SLID-007, Festival Foothills Phase 1; 2006-SLID-019, Sun City Festival K, O, M, #1; 2006-SLID-016, Sonoran Vista 1 and 2; 2006-SLID-008, Festival Foothills Phase 2; 2007-SLID-003, Sundance Pd 26; 2007-SLID-002, Sundance Pd 25; 2007-SLID-001, Sundance Pd 27; 2007-SLID-010, Watson Estates; 2007-SLID-021, Festival Ranch Par J1; 2006-SLID-003, Blue Horizons; 2006-SLID-009, Crystal Vista; 2011-SLID-001, Sundance Commercial; 2012-SLID-002, Sienna Hills; 2013-SLID-002, Sun City Festival PL 1; 2009-SLID-02A, Watson Marketplace; 2015-SLID-001, Estrella Vista; 2017-SLID-003, Parkplace/Terra Vista; 2013-SLID-001, Arroyo Seco; 2018-SLID-001, Canyon Views; 2006-SLID-002, Sundance Pd 48 and 49A; 2019-SLID-001, Villages at Sundance; 2020-SLID-001, Buckeye Parkway Center; 2019-SLID-002, Westpark Phase 2; 2020-SLID-002, Coyote Ridge; 2021-SLID-002, 5-Below; 2021-SLID-003, Jackrabbit Marketplace; 2022-SLID-006, Kentwood. Motion passed unanimously.

**5.E Council to reconvene into the Regular Council Meeting.**

A motion was made by Vice Mayor Goodman and seconded by Councilmember Hess to reconvene into the Regular Council Meeting. Motion passed unanimously.

**6. Public Hearings / Non-Consent - New Business**

**6.A Council to hold a public hearing only related to the annexation of a 0.87 acre parcel of land located at the northwest corner of Yuma Road and Apache Road.**
Staff Liaison: Ken Galica, Principal Planner

Mr. Galica presented information regarding the proposed annexation; vicinity maps were displayed. 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. The proposed annexation meets the requirements of Arizona Revised Statutes Section 9-471. This is the first of two public hearings required for the annexation; upon closing the public hearing, no additional action is required. A second public hearing is anticipated to be held on July 16, 2024, following which Council may consider adoption of an ordinance approving the proposed annexation. Mayor Orsborn opened a public hearing at 6:36 p.m. to hear citizen input regarding the proposed annexation. There being no comment, Mayor Orsborn closed the public hearing at 6:36 p.m.

**7. Comments from the Mayor and Council**

Councilmember Heustis: invited the public to an upcoming candidate forum.

Councilmember Hess: thanked the Patriotic Committee for a successful Memorial Day event; invited the public to attend the Summer Reading Program.

Vice Mayor Goodman: stated he recently held a quarterly meeting with the public with a great turnout.

**8. City Manager's Report and Summary of Current Events**

Mr. Cotterman presented a brief summary of current events.

**9. Proposals for Future Agenda Items** – None.

**10. Adjournment**
There being no further business to discuss, Mayor Orsborn adjourned the meeting at 6:39 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 June 4, 2024. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

BUCKEYE, AZ

**CITY OF BUCKEYE**
**COUNCIL WORKSHOP**
**JUNE 18, 2024**
**MINUTES**

**City Hall - 1st Floor / Executive Conference Room**
**530 East Monroe Avenue**
**Buckeye, AZ 85326**
**3:00 p.m.**

**1. Call to Order/Roll Call**
Mayor Orsborn called the meeting to order at 3:00 p.m.

Members Present: Councilmember Youngker, Councilmember Heustis, Councilmember Guy (via Microsoft Teams), Councilmember Hess, Vice Mayor Goodman, and Mayor Orsborn.

Members Absent: Councilmember HagEstad.

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, and Economic Development Director Suzie Boyles

**2. Workshop Items**

**2.A Presentation and discussion regarding an updated fireworks public safety campaign and enforcement strategies.**
Staff Liaison: Robert Sanders, Police Chief

Chief Sanders opened the presentation and provided information regarding updated fireworks public safety campaign and enforcement strategies. Allowed and prohibited fireworks were listed and reviewed. The campaign includes social media posts, fire marshal inspections, increased enforcement, and City Code amendments. Compliance and education are key to addressing fireworks safety concerns. Challenges with enforcing fireworks laws includes a lack of addresses for calls and difficulty prosecuting repeat offenders. A video was displayed that was produced by the Fire and Police Departments in conjunction with other West Valley Fire and Police Departments. The video will be shared with the public.

**3. Adjournment**
There being no further business to discuss, Mayor Orsborn adjourned the meeting at 3:24 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 June 18, 2024. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk

BUCKEYE, AZ

**CITY OF BUCKEYE**
**SPECIAL COUNCIL MEETING AND COUNCIL EXECUTIVE SESSION**
**JUNE 18, 2024**
**MINUTES**

**City Hall - 1st Floor / Executive Conference**
**Room 530 East Monroe Avenue Buckeye, AZ**
**85326**
**3:30 p.m. (approximately 1.5 hours)**

## 1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 3:00 p.m.

| | |
|---|---|
| Members Present: | Councilmember Youngker, Councilmember Hess, Councilmember Heustis, Councilmember Guy (via Microsoft Teams), Vice Mayor Goodman, and Mayor Orsborn. |
| Members Absent: | Councilmember HagEstad. |
| Departments Present: | City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Doug Sandstrom, Deputy City Manager Javier Setovich, City Attorney Scott McCoy, City Clerk Lucinda Aja, and Economic Development Director Suzie Boyles. |

## 2. Convene into Executive Session

At 3:00 p.m. a motion was made by Councilmember Hess and seconded by Vice Mayor Goodman to convene into Executive Session pursuant to A.R.S. Sections 38-431.03 A.3 and 38-431.03 A.4 for discussion or consultation with the City's Attorney for legal advice and for the discussion or consultation with the City's Attorney of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding the Main Street Memorandum of Understanding contract that is the subject of negotiations. Motion passed unanimously.

## 3. Reconvene into Public Meeting

At 4:32 p.m. a motion was made by Vice Mayor Goodman and seconded by Councilmember Hess to reconvene into the Public Meeting. Motion passed unanimously.

## 4. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 4:32 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 June 18, 2024. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

BUCKEYE, AZ

**CITY OF BUCKEYE**
**SPECIAL COUNCIL MEETING AND COUNCIL EXECUTIVE SESSION**
**JULY 29, 2024**
**MINUTES**

**City Council Chambers**
**530 East Monroe Avenue**
**Buckeye, AZ 85326**
**11:00 a.m.**

## 1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 11:03 a.m.

| | |
|---|---|
| Members Present: | Councilmember Youngker, Councilmember Hess, Councilmember Heustis, Councilmember Guy, Vice Mayor Goodman, and Mayor Orsborn. |
| Members Absent: | Councilmember HagEstad. |
| Departments Present: | Deputy City Manager Dave Roderique, City Attorney Scott McCoy, City Clerk Lucinda Aja, Development Services Director Brian Craig, and Economic Development Director Suzie Boyles. |

## 2. Convene into Executive Session

At 11:03 a.m. a motion was made by Vice Mayor Goodman and seconded by Councilmember Hess to convene into Executive Session pursuant to A.R.S. Sections 38-431.03 A.3 and 38-431 A.4 for the discussion or consultation for legal advice and for the discussion or consultation with the City's attorney in order to consider its position and instruct its attorneys regarding the public body's position regarding a contract that is the subject of negotiations relating to the Cipriani Community Master Plan Amendment and development agreement. Motion passed unanimously.

## 3. Reconvene into Public Meeting

At 12:33 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 12:33 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 July 29, 2024. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 5.A. DS - Ordinance No. 15-24 - Sunrise Commerce Center Annexation - Application PLZM-24-0012 |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** Council District No. 3 |
| **STAFF LIAISON:** Ken Galica, Principal Planner, kgalica@buckeyeaz.gov, (623) 349-6214 | |
| **DEPARTMENT:** Development Services | **AGENDA ITEM TYPE:** Public Hearing / Non Consent - New Business |

**ACTION/MOTION:** (This language identifies the formal motion to be made by the Council)
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.

## SUMMARY

**PROJECT DESCRIPTION:**
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. The proposed annexation meets the requirements of Arizona Revised Statutes Section 9-471 and all public noticing requirements have been met. 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. No public comment has been received to date.

The subject property, a strip parcel with a width of 33 feet, was formerly Maricopa County right-of-way intended to allow for the extension of Apache Road north of Yuma Road. When the County determined the Apache Road extension to be unnecessary, the right-of-way was subsequently abandoned.

The owner of the strip parcel, M4 Buckeye LLC, also owns the 22.8-acre parcel immediately to the west. This adjoining parcel was previously annexed and included within the Sundance Community Master Plan which allows for development of employment (e.g. light industrial) uses on the site. In accordance with the approved Sundance CMP, the owner intends to develop the adjoining property with a commerce park comprised of five buildings that range in area from 42,583 square feet to 92,588 square feet, each designed to accommodate a range of enclosed flex light industrial and/or commercial uses. A Site Plan for this project, called Sunrise Commerce Center, is currently in review. The proposed Sunrise Commerce Center site plan utilizes the strip parcel subject to this annexation as a landscape buffer, providing separation and screening between the commerce park buildings and the existing single-family neighborhood (Acacia Crossing) to the east. The developer will also complete the Sundance Trail, which currently terminates at the northwest corner of Acacia Crossing, through the landscape buffer, connecting the trail to the Yuma Road sidewalk. As no buildings are proposed within the strip parcel, the property will not require rezoning from its initial R1-43 zoning. Use of the area for landscaping and a trail is permitted in the R1-43 district.

Additional details and analysis can be found within the attached staff report and exhibits.

**BENEFITS:**

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.

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**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.

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**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
PLZM-24-0012 Sunrise Commerce Center Annexation - Staff Report - CC#2 8-6-24.docx
Exhibit A - Aerial Vicinity Map.pdf
Exhibit B - Zoning Map.pdf
Exhibit C - General Plan Land Use Map.pdf
Exhibit D - Project Narrative.pdf
Exhibit E - Recorded Blank Petition.pdf
PLZM-24-0012 Sunrise Commerce Center Annexation CC 8-6-24.pptx
Signed Annexation Petition.pdf
Ord. 15-24 w exhibits.pdf

BUCKEYE, AZ

# ANNEXATION

## Report to the Mayor and City Council

| | |
|---|---|
| CASE NUMBER: | PLZM-24-0012 |
| TITLE: | Sunrise Commerce Center Annexation |
| MEETING DATE: | July 16, 2024 |

| | |
|---|---|
| Applicant/Owner: | Christopher Norstrom, Cawley Architects, on behalf of property owner M4 Buckeye LLC |
| Request: | Annexation of one (1) parcel |
| District | 3 |
| Location: | Northwest corner of Yuma Road and Apache Road (Exhibits A, B, and C) |
| Site size: | Approximately 0.87 acres |
| Density: | Not applicable |
| Public input: | No comments have been received to date |
| Recommendation: | Public Hearing and Adoption of Ordinance No. 15-24 |

## PROJECT DESCRIPTION:

1. 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 (Exhibits A, B, and C). The applicant's annexation project narrative is included as Exhibit D.
2. The subject property, a strip parcel with a width of 33 feet, was formerly Maricopa County right-of-way intended to allow for the extension of Apache Road north of Yuma Road. When the County determined the Apache Road extension to be unnecessary, the right-of-way was subsequently abandoned.
3. The parcel is presently zoned Rural-43 (RU-43) in Maricopa County. Upon approval, the property will be assigned Single-Family Residential (R1-43) zoning most comparable to the property's existing county zoning. The R1-43 district allows for large lot single-family residential development and ancillary uses with a rural character.
4. The blank petition for the proposed annexation was recorded on May 14, 2024 (Exhibit E). Per state law governing annexation, a public hearing providing any affected parties with an opportunity to comment on the request must be held at least 20, but no more than 30 days following recordation of the blank petition. The initial public hearing for this annexation was held on June 4, 2024, conforming to timing requirements established by state statute.

## AREA CONTEXT:

5. Table 1: Existing Land Use, General Plan Designation, and Zoning District:

| | LAND USE | GENERAL PLAN | ZONING |
|---|---|---|---|
| Subject Property | Unimproved desert | Master Planned Community (MPC) | Maricopa County Rural-43 (RU-43) |
| North | Interstate 10 | Open Space | Not Applicable (I-10) |
| South | Multi-Family residential (Bungalows at Sundance under construction) | Business Commerce | Commercial Center (CC) |
| East | Acacia Crossing single-family subdivision | Neighborhood | Planned Residential (PR) |
| West | Unimproved desert | Master Planned Community (MPC) | Sundance CMP |

## PUBLIC PARTICIPATION SUMMARY:

6. The applicant is required to provide notices and postings at least fifteen days in advance of the public hearing as required by the Buckeye Development Code and Arizona Revised State Statues (ARS 9.471). Written notice to the Maricopa County Board of Supervisors is required at least six days in advance of the public hearing. All required notices, which included information on both the June 4, 2024 and July 16, 2024 (cancelled) public hearings, was provided as follows:

| Notification Element | Date |
|---|---|
| Published in the Arizona Republic | May 10, 2024 |
| Site Posted | May 14, 2024 |
| Mailing Notice to Property Owners Within Annexation Boundary | May 15, 2024 |
| Mailing Notice to Maricopa County Board of Supervisors | May 15, 2024 |

7. With the cancellation of the July 16, 2024 Council meeting, additional public notices were required. Those additional notices were scheduled to be completed as follows:

| Notification Element | Date |
|---|---|
| Published in the Arizona Republic | To be completed prior to July 22, 2024 |
| Site Posted | Signs to be updated prior to July 22, 2024 |

8. No persons spoke during the June 4, 2024 City Council public hearing for this annexation. No additional public comment concerning the annexation request has been received to date.

## ANALYSIS:

9. The owner of the strip parcel, M4 Buckeye LLC, also owns the 22.8-acre parcel immediately to the west. This adjoining parcel was previously annexed and included within the Sundance Community Master Plan which allows for development of employment (e.g. light industrial) uses on the site. In accordance with the approved

Sundance CMP, the owner intends to develop the adjoining property with a commerce park comprised of five buildings that range in area from 42,583 square feet to 92,588 square feet, each designed to accommodate a range of enclosed flex light industrial and/or commercial uses. A Site Plan for this project, called Sunrise Commerce Center, is currently in review.

10. The proposed Sunrise Commerce Center site plan utilizes the strip parcel subject to this annexation as a landscape buffer, providing separation and screening between the commerce park buildings and the existing single-family neighborhood (Acacia Crossing) to the east. The developer will also complete the Sundance Trail, which currently terminates at the northwest corner of Acacia Crossing, through the landscape buffer, connecting the trail to the Yuma Road sidewalk.
11. As no buildings are proposed within the strip parcel, the property will not require rezoning from its initial R1-43 zoning. Use of the area for landscaping and a trail is permitted in the R1-43 district.
12. If the strip parcel were not annexed, landscape and trail improvements within the strip parcel would require approval and permits from Maricopa County Planning and Development rather than the City of Buckeye. The proposed annexation will streamline the permitting process for the Sunrise Commerce Center project.
13. As the parcel is a remnant county island, the proposal meets eligibility requirements for annexations as outlined in ARS §9-471.
14. Once annexed the property will be serviced by City of Buckeye Police, City of Buckeye Fire, and will be within the City of Buckeye sewer and water service areas. City services needed for the use of the strip parcel as a landscape buffer are expected to be limited to landscape irrigation only.
15. The property is located within the Buckeye Union High School and Buckeye Elementary School Districts. Annexation and development of the parcel, as proposed, will not result in any impact to either district.
16. The following City of Buckeye departments have reviewed and have found no outstanding issues with the application:
    a. Engineering
    b. Fire
    c. Public Works
    d. Community Services
    e. Police
    f. Water Resources

g. Development Services

## RECOMMENDATION:

17. The Mayor and City Council should conduct a public hearing and adopt Ordinance No. 15-24, approving the annexation of approximately 0.87 acres located at the northwest corner of Yuma Road and Apache Road. Staff recommends approval of the request for the following reasons:
    a. Furthers goals of the Buckeye General Plan.
    b. Conformance with the Buckeye Development Code.
    c. Eliminates multi-jurisdictional permitting issues pertaining to development of the Sunrise Commerce Center.
    d. No outstanding issues from reviewing departments.

## ATTACHMENTS:

Exhibit A – Aerial Vicinity Map
Exhibit B – Zoning Map
Exhibit C – General Plan Land Use Map
Exhibit D – Annexation Project Narrative
Exhibit E – Recorded Blank Annexation Petition
Signed Annexation Petition (Receipt Pending)

Prepared By:
Ken Galica, Principal Planner

Reviewed By:
Adam Copeland, Deputy Director of Planning




# VICINITY MAP

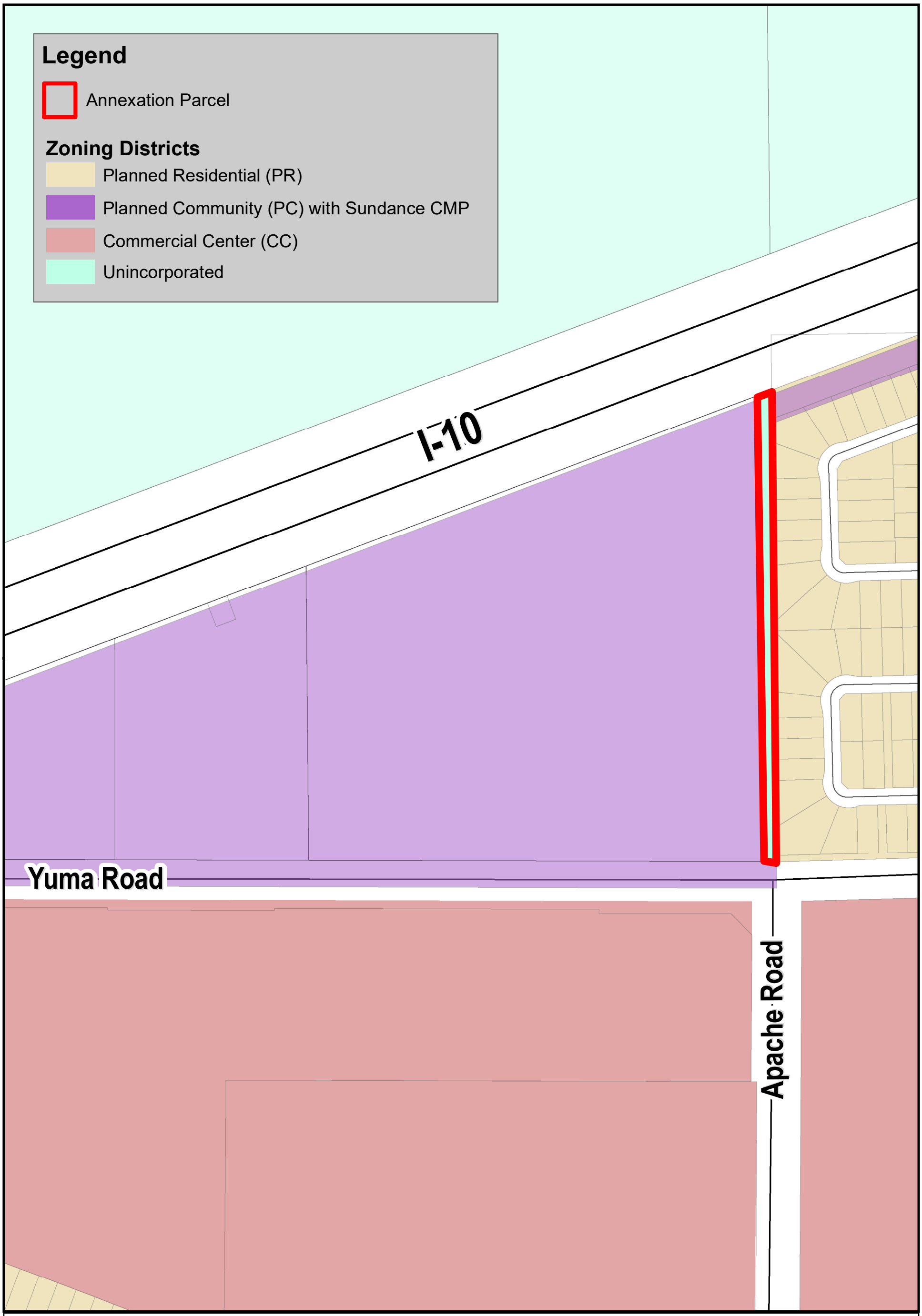
**PLZM-24-0012**

Sunrise Commerce Center - Annexation

Council District #3

BUCKEYE, AZ

N W E S




# ZONING MAP

**PLZM-24-0012**

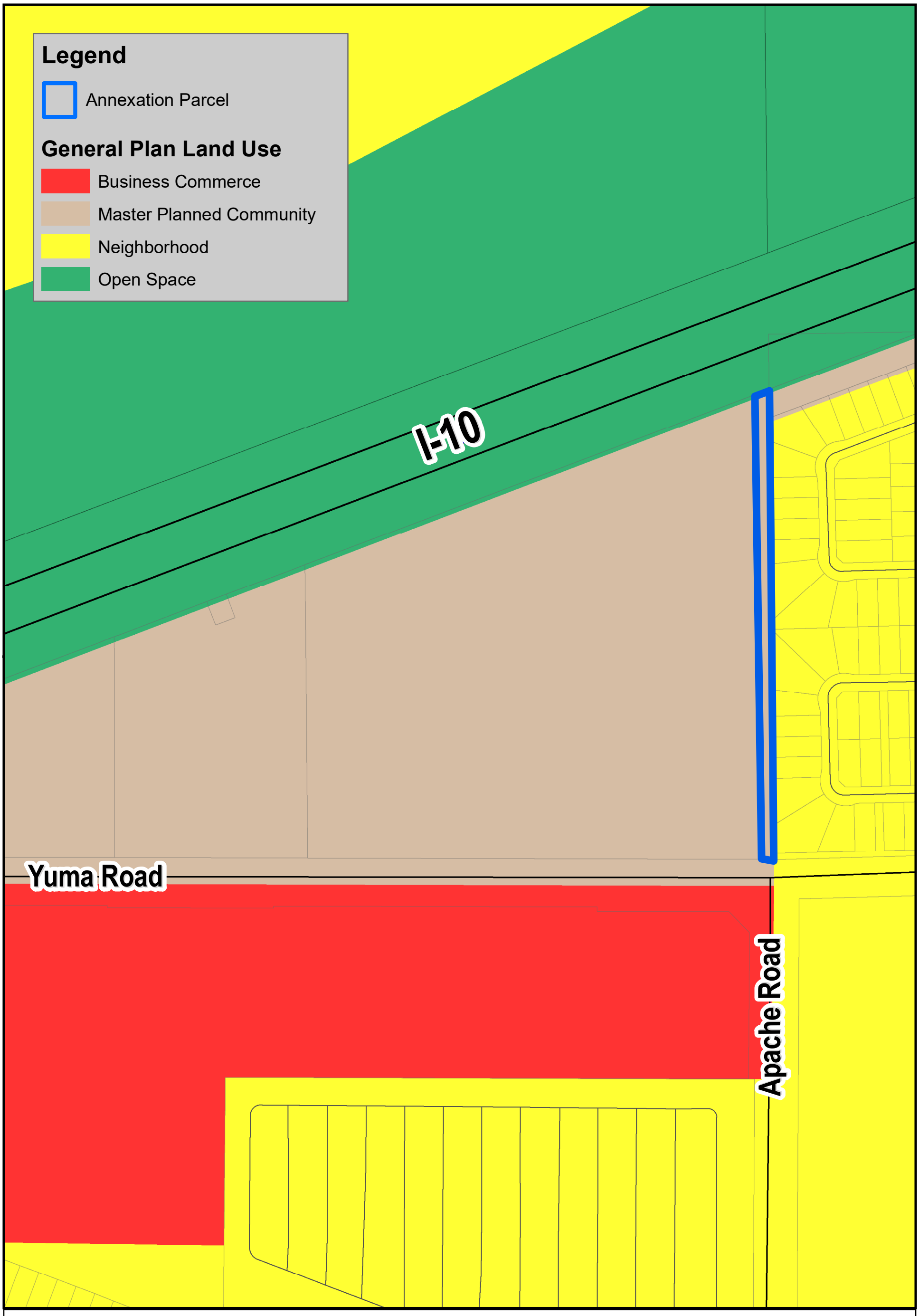
Sunrise Commerce Center - Annexation

Council District #3

BUCKEYE, AZ

N W E S

Exhibit C




# GENERAL PLAN LAND USE

**PLZM-24-0012**

Sunrise Commerce Center - Annexation

Council District #3

BUCKEYE, AZ

N W E S

1450

Exhibit D

2R PLZM-24-0012 RECEIVED APRIL 5 2024 AL

CAWLEY ARCHITECTS

To: City of Buckeye
Development Services Department
Planning & Zoning Division

From: Christopher D. Norstrom
Architectural Project Coordinator III

Subject: Sunrise Commerce Center (Buckeye Mark IV Industrial)
A New Light Industrial Development
NWC of Yuma Road & Apache Road
Site Plan Review Submittal

Date: April 5, 2024

# NARRATIVE

The owner is requesting annexation of APN 504-18-012F, an approximate, approximate 0.87 acre parcel, into the City of Buckeye. The parcel, located at the northwest corner of Apache Road and Yuma Road, is an existing county island eligible for annexation. The request is necessary to facilitate development of the larger adjacent parcel, APN 504-18-933, in accordance with the Sundance CMP.
Sincerely,

Christopher D. Norstrom
Architectural Project Coordinator III
Cawley Architects
480-697-3976

Exhibit E

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20240256446 05/14/2024 04:58
ELECTRONIC RECORDING

005945-6-1-1--
Yorkm

When Recorded, return to:

Lucinda Aja, City Clerk
City of Buckeye
530 E. Monroe Ave
Buckeye, AZ 85326

**ANNEXATION PETITION (PLZM-24-0012)**

**TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA:**

We, the undersigned, owners of the real and personal property, being the real property hereinafter described and all personal property that we may own in the area sought to be annexed, request the City of Buckeye to annex our property, said property being located in a territory contiguous to the City of Buckeye and being located within the following described area:

**LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"**
**(See also attached map as Exhibit "B")**

The City Council may determine the exact boundary of said territory to be annexed; provided, however, that said annexed area lies wholly within the above-described area and, provided further, that the provisions of Section 9-471. Arizona Revised Statutes are fully observed and complied with.

| DATE | PRINTED NAME OF OWNER | SIGNATURE OF OWNER | BOOK | MAP | PARCEL(S) |
|---|---|---|---|---|---|
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# Exhibit A

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**Legal Description**
**23-009 Sunrise Commerce Center – Annexation**

Job No. 23-0138 March 11, 2024

A portion of the Southeast Quarter of Section 8, Township 1 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, and more particularly described as follows

**COMMENCING** at a 3-inch Town of Buckeye brass cap flush at the Southeast corner of said Section 8, from which a 3-inch Town of Buckeye brass cap in pothole at the South quarter corner of said Section 8, bears South 89 degrees 49 minutes 08 seconds West (basis of bearing) 2,640.54 feet;

Thence along the Easterly line of said Southeast Quarter, North 0 degrees 59 minutes 23 seconds West, 33.00 feet to the **POINT OF BEGINNING**,

Thence along the Northerly line of the Southerly 33 00 feet of said Southeast Quarter, South 89 degrees 49 minutes 08 seconds West, 33.00 feet;

Thence along the Westerly line of the Easterly 33.00 feet of said Southeast Quarter, North 0 degrees 59 minutes 23 seconds West, 1142.73 feet;

Thence along the Southerly Right of Way line of the Interstate 10 Highway, North 68 degrees 56 minutes 12 seconds East, 35 13 feet;

Thence along the Easterly line of said Southeast Quarter, South 0 degrees 59 minutes 23 seconds East, 1155.25 feet to the **POINT OF BEGINNING**.

Containing an area of **37,917** square feet or **0.8704** acres, more or less

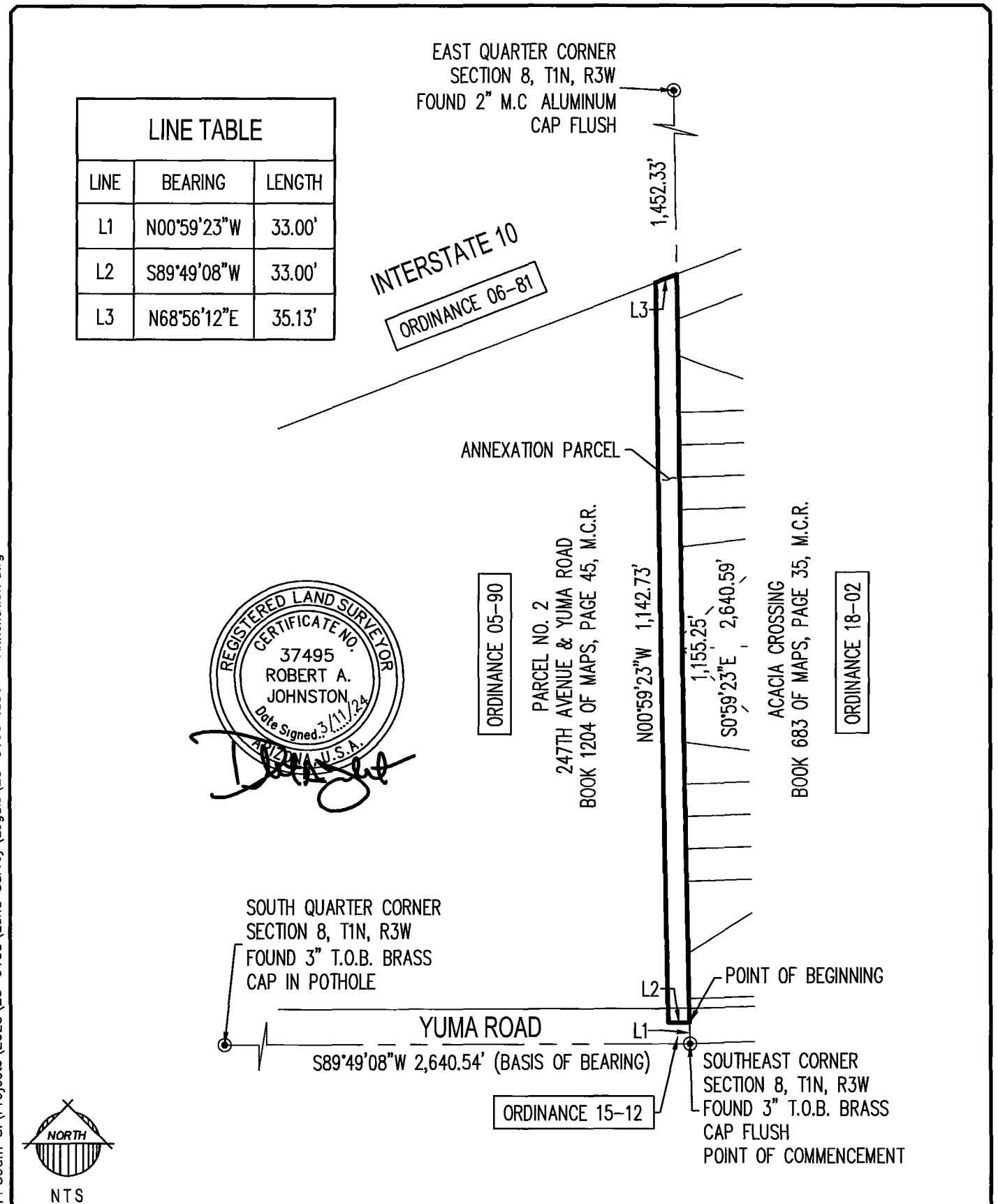



EPS Group, Inc. • 1130 N Alma School Road, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

## Exhibit B

**(Intentionally left blank. See following page)**

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N00°59'23"W | 33.00' |
| L2 | S89°49'08"W | 33.00' |
| L3 | N68°56'12"E | 35.13' |




Mar 12, 2024 11 59am S:\Projects\2023\23-0138\Land Survey\Legals\23-0138 ld01 - Annexation.dwg

23-0138

23-009 Sunrise Commerce Center - Annexation

EXHIBIT B

EPS GROUP
1130 N Alma School Rd
Ste 120 Mesa, AZ 85201
T 480.503 2250 | F.480 503 2258
www epsgroupinc com

**ANNEXATION AFFIDAVIT**

STATE OF ARIZONA )
) ss.
County of Maricopa )

**Ken Galica**, regarding Case No. **PLZM-24-0012**, upon oath, deposes and says:

1. I am a Principal Planner, of the Development Services Department of the City of Buckeye. I am making this affidavit based on information in the files of the City of Buckeye and of the Maricopa County Recorder.
2. No part of the area shown in the map and described in the exhibit attached to the blank petition as proposed to be annexed into the City of Buckeye, to the best of the City of Buckeye's information, knowledge, and belief, is already subject to an earlier filing of annexation.
3. This affidavit is made to comply with the requirements of A.R.S. § 9-471.A.6.

FURTHER YOUR AFFIANT SAYETH NOT.

(PLANNER)

SUBSCRIBED AND SWORN to before me this 14th day of May, 2024, by

KERI HERNANDEZ (NOTARY).

KERI HERNANDEZ
Notary Public - Arizona
Maricopa County
Commission # 203396564
My Comm Exp June 22, 2026

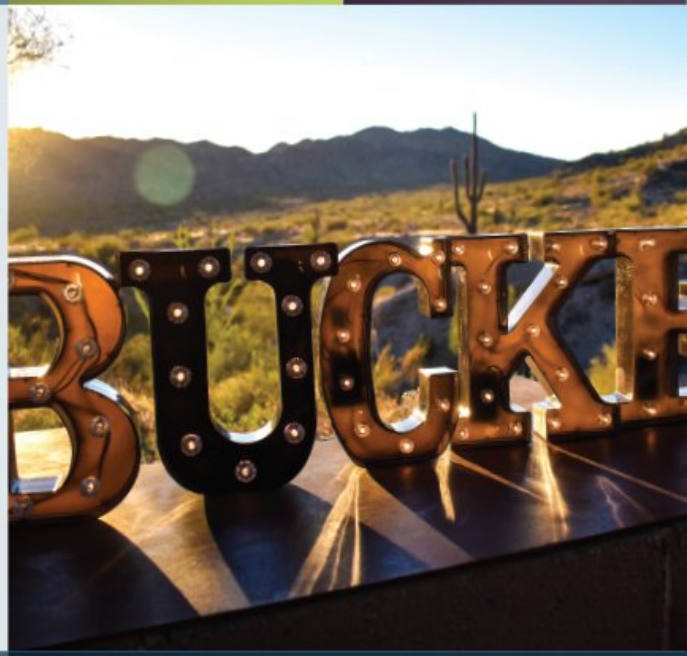
Notary Public

My Commission Expires: JUNE 22, 2026

# Sunrise Commerce Center

## Annexation Public Hearing

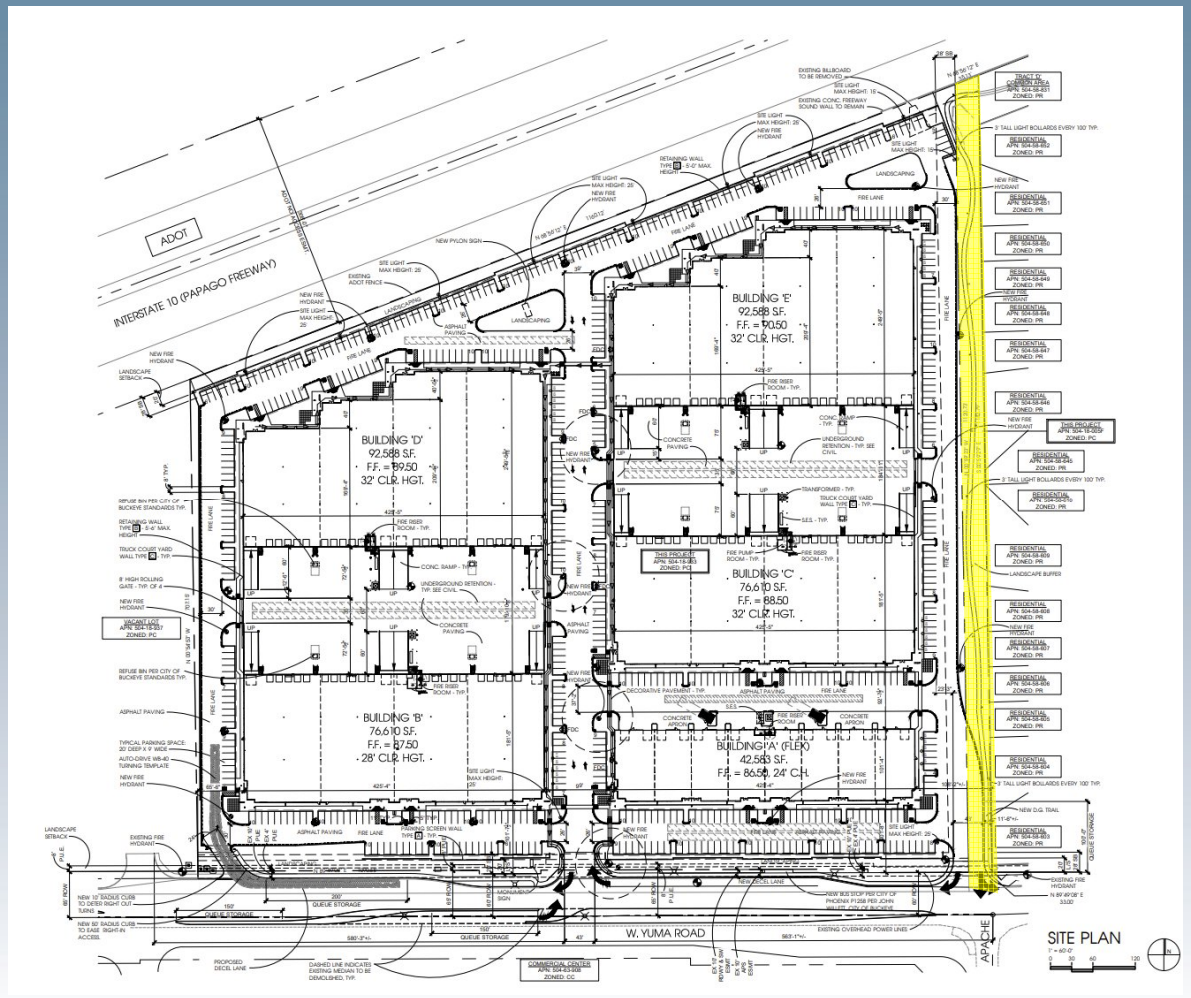
Mayor and City Council
August 6, 2024
Case PLZM-24-0012



BUCKEYE, AZ
buckeyeaz.gov



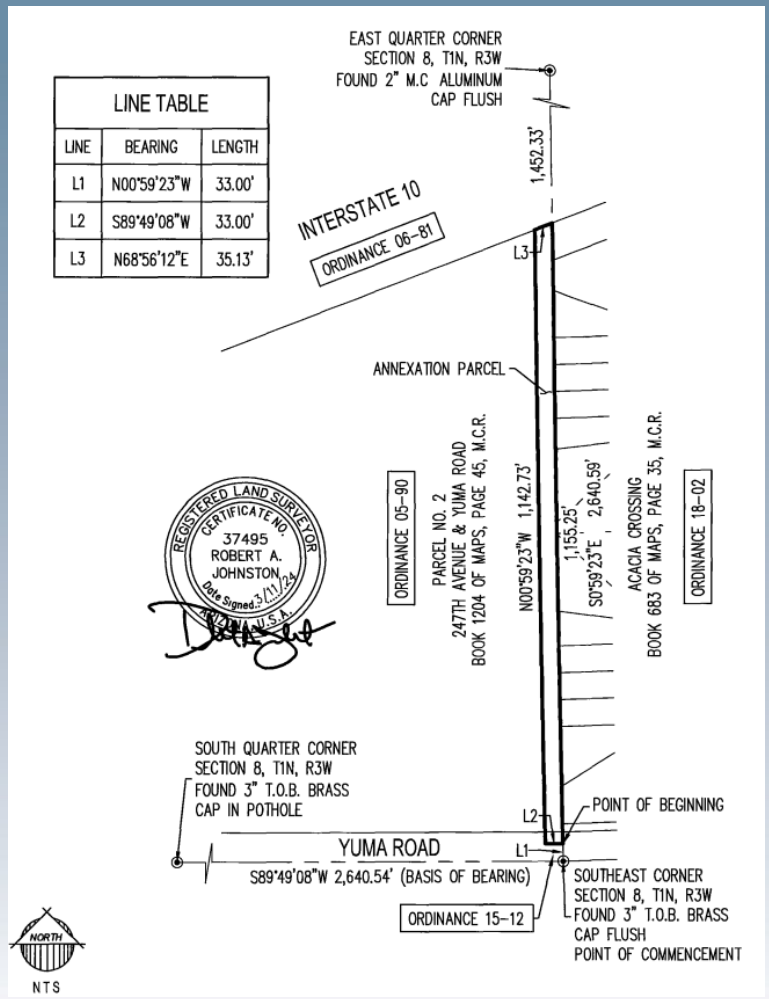

- Request: Annexation
- Size: 0.87 acres
- General Plan: Master Planned Community
- Current Zoning: County Rural 43 (RU-43)
- Initial Zoning: Single-Family Residential 43 (R1-43)
- History: Former Maricopa County Apache Road right-of-way, since abandoned
- Future Request: Application for Site Plan for Sunrise Commerce Center on adjacent 22.8 parcel, utilizing this parcel as a landscape buffer and trail corridor, is in review




# Sunrise Commerce Center

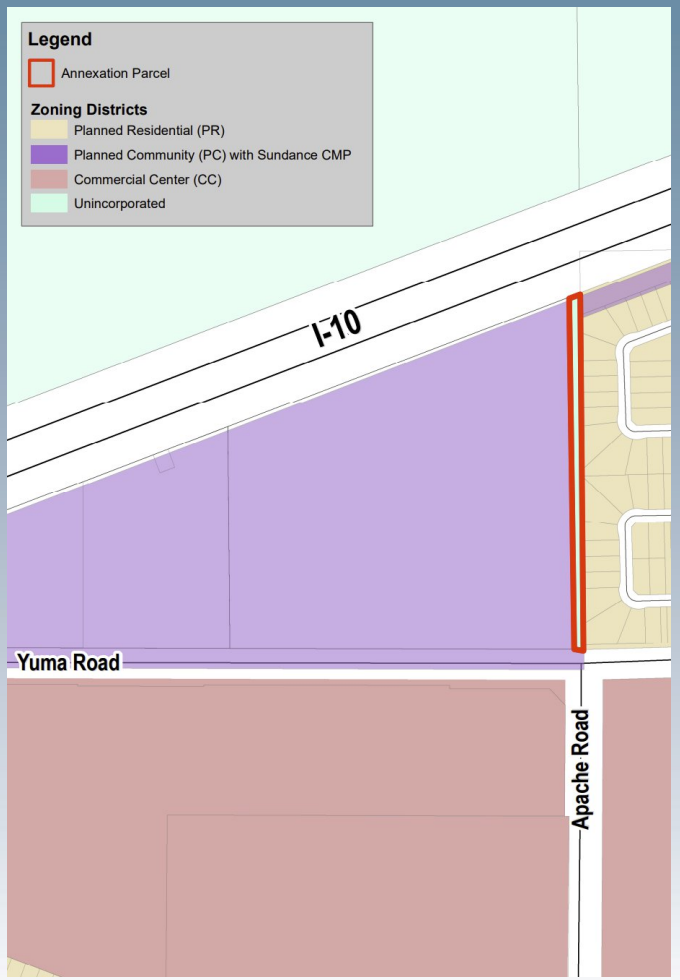
## Site Plan (DRAFT)

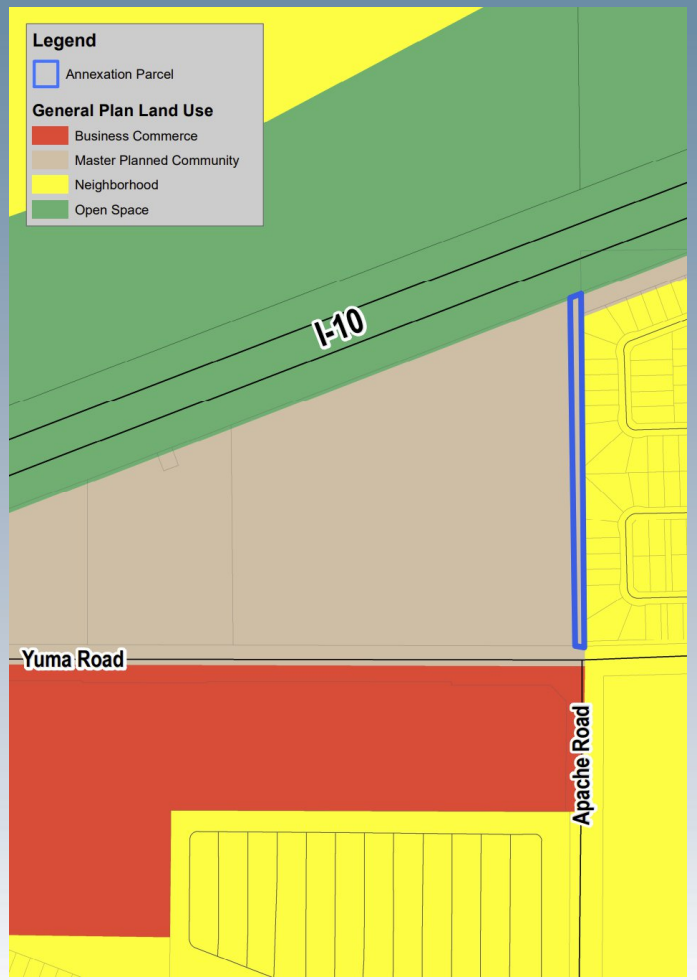
- Request meets annexation eligibility requirements established by state statute
- Blank Petition recorded May 14, 2024; signed petition received
- All required notices completed; no public comment received to date, no speakers at June 4, 2024 Council public hearing
- Use as landscape buffer/trail will not require rezoning
- No outstanding issues from reviewing departments



# Recommendation:

Conduct a Public Hearing and approve the annexation request


Legend
Annexation Parcel
Zoning Districts
Planned Residential (PR)
Planned Community (PC) with Sundance CMP
Commercial Center (CC)
Unincorporated
I-10
Yuma Road
Apache Road


Legend
Annexation Parcel
General Plan Land Use
Business Commerce
Master Planned Community
Neighborhood
Open Space
I-10
Yuma Road
Apache Road

When Recorded, return to:

Lucinda Aja, City Clerk
City of Buckeye
530 E. Monroe Ave
Buckeye, AZ 85326

**ANNEXATION PETITION (PLZM-24-0012)**

**TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA:**

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**(See also attached map as Exhibit "B")**

The City Council may determine the exact boundary of said territory to be annexed; provided, however, that said annexed area lies wholly within the above-described area and, provided further, that the provisions of Section 9-471. Arizona Revised Statutes are fully observed and complied with.

| DATE | PRINTED NAME OF OWNER | SIGNATURE OF OWNER | BOOK | MAP | PARCEL(S) |
|---|---|---|---|---|---|
| 6/27/24 | M4 Buckeye, LLC | | 1204 | 45 | 2(504-18-933) |
| 6/27/24 | M4 Buckeye, LLC | | 683 | 35 | ANNEX. PCL. (504-18-012F) |
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## Exhibit A

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**Legal Description**
**23-009 Sunrise Commerce Center – Annexation**

Job No. 23-0138

March 11, 2024

A portion of the Southeast Quarter of Section 8, Township 1 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, and more particularly described as follows:

**COMMENCING** at a 3-inch Town of Buckeye brass cap flush at the Southeast corner of said Section 8, from which a 3-inch Town of Buckeye brass cap in pothole at the South quarter corner of said Section 8, bears South 89 degrees 49 minutes 08 seconds West (basis of bearing) 2,640.54 feet;

Thence along the Easterly line of said Southeast Quarter, North 0 degrees 59 minutes 23 seconds West, 33.00 feet to the **POINT OF BEGINNING**;

Thence along the Northerly line of the Southerly 33.00 feet of said Southeast Quarter, South 89 degrees 49 minutes 08 seconds West, 33.00 feet;

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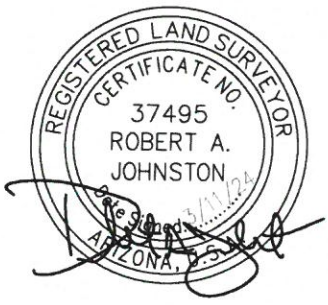
Containing an area of **37,917** square feet or **0.8704** acres, more or less.



## Exhibit B

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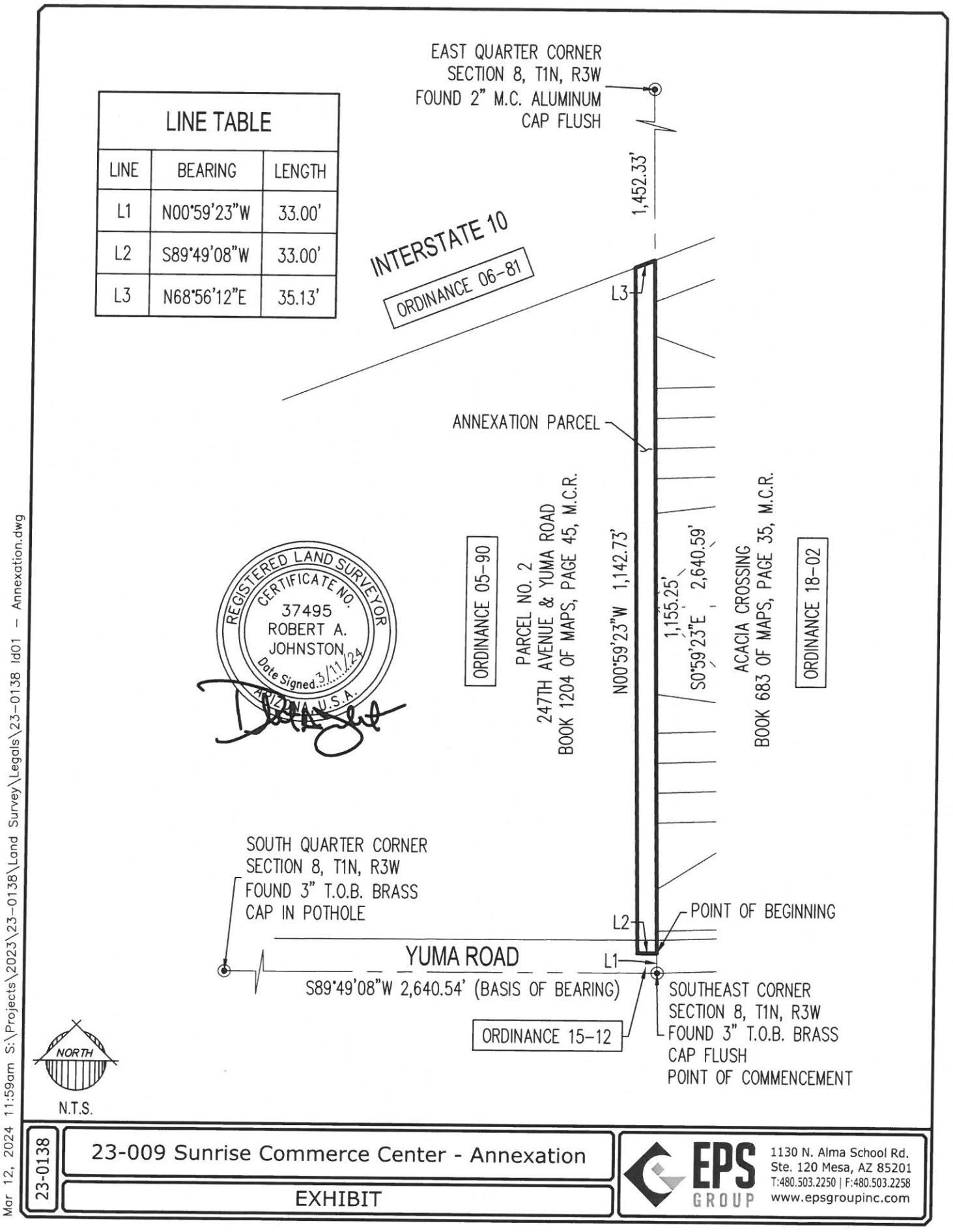
LINE TABLE
LINE | BEARING | LENGTH
L1 | N00°59'23"W | 33.00'
L2 | S89°49'08"W | 33.00'
L3 | N68°56'12"E | 35.13'
EAST QUARTER CORNER
SECTION 8, T1N, R3W
FOUND 2" M.C. ALUMINUM
CAP FLUSH
1,452.33'
INTERSTATE 10
ORDINANCE 06-81
L3
ANNEXATION PARCEL
ORDINANCE 05-90
PARCEL NO. 2
247TH AVENUE & YUMA ROAD
BOOK 1204 OF MAPS, PAGE 45, M.C.R.
N00°59'23"W 1,142.73'
1,155.25'
S0°59'23"E 2,640.59'
ACACIA CROSSING
BOOK 683 OF MAPS, PAGE 35, M.C.R.
ORDINANCE 18-02
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 3/11/24
ARIZONA U.S.A.
SOUTH QUARTER CORNER
SECTION 8, T1N, R3W
FOUND 3" T.O.B. BRASS
CAP IN POTHOLE
L2
POINT OF BEGINNING
YUMA ROAD
L1
S89°49'08"W 2,640.54' (BASIS OF BEARING)
SOUTHEAST CORNER
SECTION 8, T1N, R3W
FOUND 3" T.O.B. BRASS
CAP FLUSH
POINT OF COMMENCEMENT
ORDINANCE 15-12
NORTH
N.T.S.
23-0138
23-009 Sunrise Commerce Center - Annexation
EXHIBIT
EPS GROUP
1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com
Mar 12, 2024 11:59am S:\Projects\2023\23-0138\Land Survey\Legals\23-0138 ld01 - Annexation.dwg

**When Recorded Return to:**
City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

**ORDINANCE NO. 15-24**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, 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.**

**WHEREAS**, the City of Buckeye, Arizona (the "City") desires to annex certain territory, which is contiguous to the City; and

**WHEREAS**, on May 14, 2024 a blank petition was filed with the Maricopa County Recorder's office, setting forth a description and accurate map of all the exterior boundaries of the territory proposed to be annexed; and

**WHEREAS**, on June 4, 2024 the City Council held a Public Hearing to discuss this annexation proposal; and

**WHEREAS**, at least six (6) days before the public hearing and at least fifteen (15) days before the end of the thirty-day waiting period following the filing of the blank petition with the Maricopa County Recorder's office, notice was given by publication at least once in a newspaper of general circulation published or circulated in the City and the area to be annexed; at least six (6) days before the public hearing, notice was also posted in at least three (3) conspicuous public places in the territory proposed to be annexed, sent by first-class mail to the clerk of the Maricopa County Board of Supervisors and the County assessor, and sent by first-class mail with an accurate map of the territory to be annexed to each owner of real and personal property that would be subject to taxation by the City in the event of annexation; and

**WHEREAS**, within one (1) year of the last day of the thirty-day waiting period, a petition has been presented in writing to the Mayor and Council, signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City in the event of annexation, as shown by the last assessment of the property, asking that the property be annexed to the City; and

**WHEREAS**, the petition sets forth a true and correct description of all exterior boundaries of the territory proposed to be annexed, and no changes to such territory have been made after the petition had been signed; and

**WHEREAS**, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk; together with the original petition referred to herein; and

**WHEREAS**, the estimated current population of the area to be annexed is zero, and the estimated future population of the area to be annexed shall be in compliance with the Buckeye General Plan land use and density requirements;

**NOW THEREFORE BE IT ORDAINED**, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

Section 1. The foregoing recitals are incorporated as if fully set forth herein.

Section 2. The territory legally described on **Exhibit A** and depicted on **Exhibit B**, incorporated herein by this express reference, is hereby annexed to the City of Buckeye, and the City's corporate limits are extended and increased to include the same.

Section 3. This annexation shall become final upon the expiration of thirty (30) days from the date of adoption of this ordinance.

Section 4. The City Clerk is hereby directed to record a certified copy of this ordinance, together with all exhibits hereto, with the Maricopa County Recorder's office immediately after this annexation becomes final.

Section 5. The territory annexed by this ordinance shall be initially zoned and shown on the City's official zoning map as Single-Family Residential (R1-43).

Section 6. The Mayor and City Council hereby elect that the City be the provider of regular City Fire Department services to the subject property.

Section 7. The Mayor, City Manager, City Clerk, and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this ordinance.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Buckeye, Arizona, this 6th day of August, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

**EXHIBIT A**
**TO**
**ORDINANCE NO. 15-24**

**[Legal Description]**

(See Following Page)

**Legal Description**
**23-009 Sunrise Commerce Center – Annexation**

Job No. 23-0138

March 11, 2024

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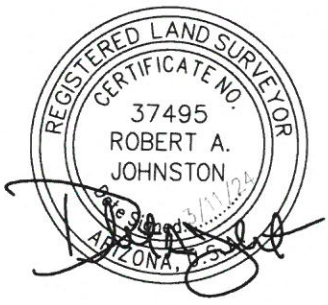

**EXHIBIT B**
**TO**
**ORDINANCE NO. 15-24**

**[Depiction]**

(See Following Page)

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N00°59'23"W | 33.00' |
| L2 | S89°49'08"W | 33.00' |
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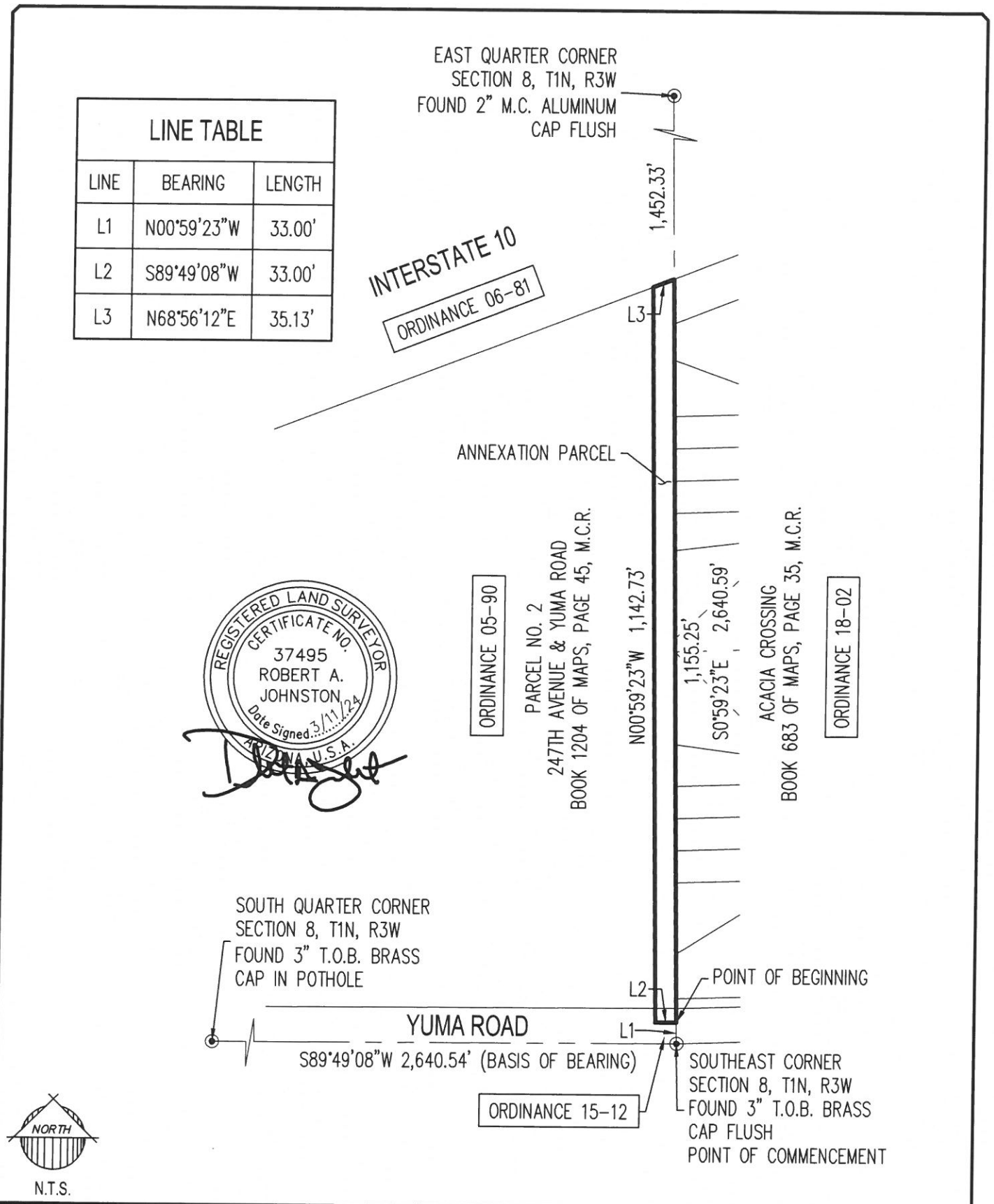



Mar 12, 2024 11:59am S:\Projects\2023\23-0138\Land Survey\Legals\23-0138 ld01 - Annexation.dwg

| 23-0138 | 23-009 Sunrise Commerce Center - Annexation |
|---|---|
| | EXHIBIT |

EPS GROUP
1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 5.B.<br><br>DS - Ordinance No. 08-24 Terminating the Cipriani Community Master Plan Development Agreement dated September 2, 2008 and Approving the Buckeye Tech Corridor (formerly "Cipriani") Major Community Master Plan Amendment ("CMPA") and Development Agreement. |
| **DATE PREPARED:** 08/05/24 | **DISTRICT NO.:** 1 |
| **STAFF LIAISON:** Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214 | |
| **DEPARTMENT:** Development Services | **AGENDA ITEM TYPE:** Public Hearing / Non Consent - New Business |

**ACTION/MOTION:** (This language identifies the formal motion to be made by the Council)
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.

## SUMMARY

**PROJECT DESCRIPTION:**

The Development Agreement approving the Cipriani Community Master Plan was approved by Council in September, 2008. The 2008 agreement defined both owner and City obligations toward development of what was at the time expected to be a residentially-focused master planned community consisting of up to 9,706 residences (including both single-family residential and multi-family residential), 188.6 acres of supporting commercial, 7 acres of open space, five school sites, a fire station site, and a police station site. The property subject to the 2008 agreement is approximately 2,106 acres generally bounded by the 315th Avenue alignment to the west, Yuma Road to the north, Johnson Road to the east, and Southern Avenue to the south, though portions of the property extend outside of these general boundaries, including land at the southwest corner of Johnson Road and I-10 and land near the southeast and southwest corners of Johnson Road and Southern Avenue. The majority of the property is owned by Cipriani Holdings, LLC with 15 acres owned by the Walter J. Zales, Jr. and Nancy K. Zales Trust. Both property owners have requested to terminate the Development Agreement and one owner, Cipriani Land Holdings, LLC has requested to enter into a new agreement as part of a requested amendment to the Cipriani CMP. The Zales' property, located south and west of the southwest corner of I-10 and Johnson Road, is not included in the new CMP or 2024 Development Agreement at the request of the property owners. The termination will allow the City to process a Major Community Master Plan Amendment and Development Agreement for the site as outlined below.

Michael Phalen, Lewis, Roca, Rothgerber Christie LLP, on behalf of property owner Cipriani Land

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 between the City and AZLCO Buckeye, LLC, defining developer and City obligations pertaining to development of the 2,087-acre site. Approval of these requests are conditioned upon AZLCO Buckeye, LLC acquiring ownership of the 2,087-acre site no later than September 6, 2024. Approval of these requests will facilitate 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. This item was continued at the March 19, 2024 and April 16, 2024 City Council meetings.

Please see attached staff reports and exhibits for additional information.

---

**BENEFITS:**

Approval of these requests will result 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, now or in the future.

---

**FUTURE ACTION:**
If approved, the Notice of Termination of the 2008 Development Agreement and the Development Agreement dated August 6, 2024 will be signed and the Ordinance and Development Agreement will be recorded with the County Recorder.

---

**FINANCIAL IMPACT STATEMENT:**

Although the City has not performed a fiscal impact analysis 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.

---

**Items related to a project or facility location must include an attached vicinity map for Council Review.**
**ATTACHMENTS:**
PLZZ-23-00005 Dissolution 2008 DA - Council Staff Report - 8-6-24.docx
Exhibit A - Aerial Vicinity Map (2008 DA Boundary).pdf
Exhibit B - Zoning Map (2008 DA Boundary).pdf
Exhibit C - General Plan Land Use Map (2008 DA Boundary).pdf
PLZZ-23-00005_Buckeye_Tech_Corridor_CMP_and_DA__fka_Cipriani__-_Council_Staff_Report_-_8-6-24 (2).docx
Exhibit A - Aerial Vicinity Map.pdf
Exhibit B - Zoning Map.pdf
Exhibit C - General Plan Land Use Map.pdf
Exhibit D - Proposed Buckeye Tech Corridor CMP.pdf
Exhibit E - Citizen Participation Report.pdf
Notice of Termination DA.Updated Date.pdf

Ordinance 08-24.exhibits.pdf
Development Agreement.TRACT executed.pdf
Buckeye Tech Corridor (Cipriani) Dissolution of 2008 DA & CMPA and DA Council Presentation (8-6-24).pptx

# Development Agreement Dissolution

Report to the Mayor and City Council

| | |
|---|---|
| CASE NUMBER: | PLZZ-23-00005 |
| TITLE: | 2008 Cipriani Development Agreement Dissolution |
| MEETING DATE: | August 6, 2024 |

| | |
|---|---|
| Parties: | City of Buckeye<br>Walter J. Zales, Jr. and Nancy K. Zales Trust<br>Cipriani Holdings, LLC |
| Request: | Request to dissolve the 2008 Cipriani Development Agreement |
| District: | 1 |
| Location: | Generally, on the southwest corner of Jackrabbit Trail and Broadway Road |
| Site size: | Approximately 2,106 acres |
| Recommendation: | Adoption of Ordinance No. 08-24, approving Case PLZZ-23-00005, dissolving the 2008 Cipriani Development Agreement between City of Buckeye, the Walter J. Zales Jr. and Nancy K. Zales Trust, and Cipriani Holdings, LLC, and approving the amended Cipriani/Buckeye Tech Corridor Community Master Plan and related Development Agreement, subject to conditions (a) through (ee). |

## PROJECT DESCRIPTION:

1. A Development Agreement for the Cipriani Community Master Plan was approved and recorded in Fall of 2008. The 2008 agreement defined both owner and City obligations toward development of what was at the time expected to be a residentially-focused master planned community consisting of up to 9,706 residences (including both single-family residential and multi-family residential), 188.6 acres of supporting commercial, 276.7 acres of open space, five school sites, a fire station site, and a police station site.
2. The property subject to the 2008 agreement is approximately 2,106 acres generally bounded by the 315th Avenue alignment to the west, Yuma Road to the north, Johnson Road to the east, and Southern Avenue to the south, though portions of the property extend outside of these general boundaries, including land at the southwest corner of Johnson Road and I-10 and land near the southeast and southwest corners of Johnson Road and Southern Avenue. The property includes approximately 2,091 acres owned by Cipriani Holdings, LLC and 15 acres owned by the Walter J. Zales, Jr. and Nancy K. Zales Trust.
3. A Major CMP Amendment for the Cipriani project, now called Buckeye Tech Corridor, is scheduled for consideration immediately after this item. The proposed CMPA establishes a significantly different vision for the property, shifting the focus from a residentially oriented master plan to that of a technology-centered commercial and light industrial campus.
4. The parties to the 2008 development agreement are proposing to dissolve the agreement in order to replace it with a new agreement tailored to the since-modified vision for development of the property.
5. The Zales' property, located south and west of the southwest corner of I-10 and Johnson Road, is not included in the new CMP or 2024 Development Agreement at the request of the Zales' trustees.
6. Please review the separate staff report that is attached to this same agenda item for additional information and analysis pertaining to the new CMPA and Development Agreement. The dissolution of the 2008 agreement and approval of the new CMPA and DA will all be considered together as part of a singular Council action.

## BACKGROUND:

7. *1992-2007:* The property was annexed in a piecemeal fashion via approval of over ten separate annexations between 1992 and 2007.
8. *December 2007:* Through Council approval of Ordinance 93-06, the property was rezoned to Planned Community (PC), an underlying zone intended to be guided by separate

development approvals. The property was rezoned in anticipation that a separate Community Master Plan overlay would be processed and approved for the property.

9. *September 2008:* Through Council approval of Ordinance 65-08, the Cipriani Community Master Plan (CMP) overlay was approved to guide development of the property. The CMP provides for development of the site with a traditional, residential-focused master planned community consisting of up to 9,706 residences (including both single-family residential and multi-family residential), 188.6 acres of supporting commercial, and 276.7 acres of open space (15 percent). The approved CMP also reserves up to five school sites, a fire station site, and a police station site.
10. *March 19, 2024:* This item was continued by the City Council to the April 16, 2024 regular meeting.
11. *April 16, 2024:* This item was continued by the City Council indefinitely to allow for additional negotiation between the developer and City on the new Development Agreement.

## AREA CONTEXT:

12. Existing Land Use, General Plan Designation, and Zoning District:

| | LAND USE | GENERAL PLAN | ZONING |
|---|---|---|---|
| Subject Property | Unimproved desert and farmland | Master Planned Community and Business Commerce | Planned Community (PC) with Cipriani CMP overlay |
| North | Unimproved desert | Business Commerce and Neighborhood | Maricopa County Rural-43 (RU-43), Single-Family 43 (SF-43), and Rural Residential (RR) |
| East | Active farmland and unimproved desert | Employment, Business Commerce, Airport Activity Center, Rural, and Agriculture | Maricopa County Rural-43 (RU-43), Single-Family 43 (SF-43), Rural Residential (RR), and Planned Community (PC) |
| South | Unimproved desert and active farmland | Rural and Agriculture | General Commerce (GC), Planned Residential (PR), and Maricopa County Rural-43 (RU-43) |
| West | Unimproved desert | Master Planned Community (Desert Creek), Rural, Neighborhood, and Business Commerce | Planned Community (PC) with Desert Creek Community Master Plan (CMP) overlay, Maricopa County Rural-43 (RU-43) |

## ANALYSIS:

13. The infrastructure and facilities obligations identified within the 2008 agreement are based upon the assumption that the property would develop with a residentially-focused master planned community. With the vision for development of the property changing to a light industrial and commercial campus, a new development agreement is needed to reevaluate obligations regarding development of public infrastructure and facilities needed to serve the project.

## RECOMMENDATION:

14. Staff recommends City Council conduct a public hearing and adopt Ordinance 08-24, dissolving the 2008 Cipriani Development Agreement and approving a Major CMP Amendment and Development Agreement for the Buckeye Tech Corridor (fka Cipriani), Application PLZZ-23-00005, subject to conditions (a) through (ee). As the recommended conditions apply solely to the CMPA/DA approval and not the dissolution of the 2008 DA, please see staff report for the CMPA/Development Agreement to view recommended conditions of approval (a) through (ee).

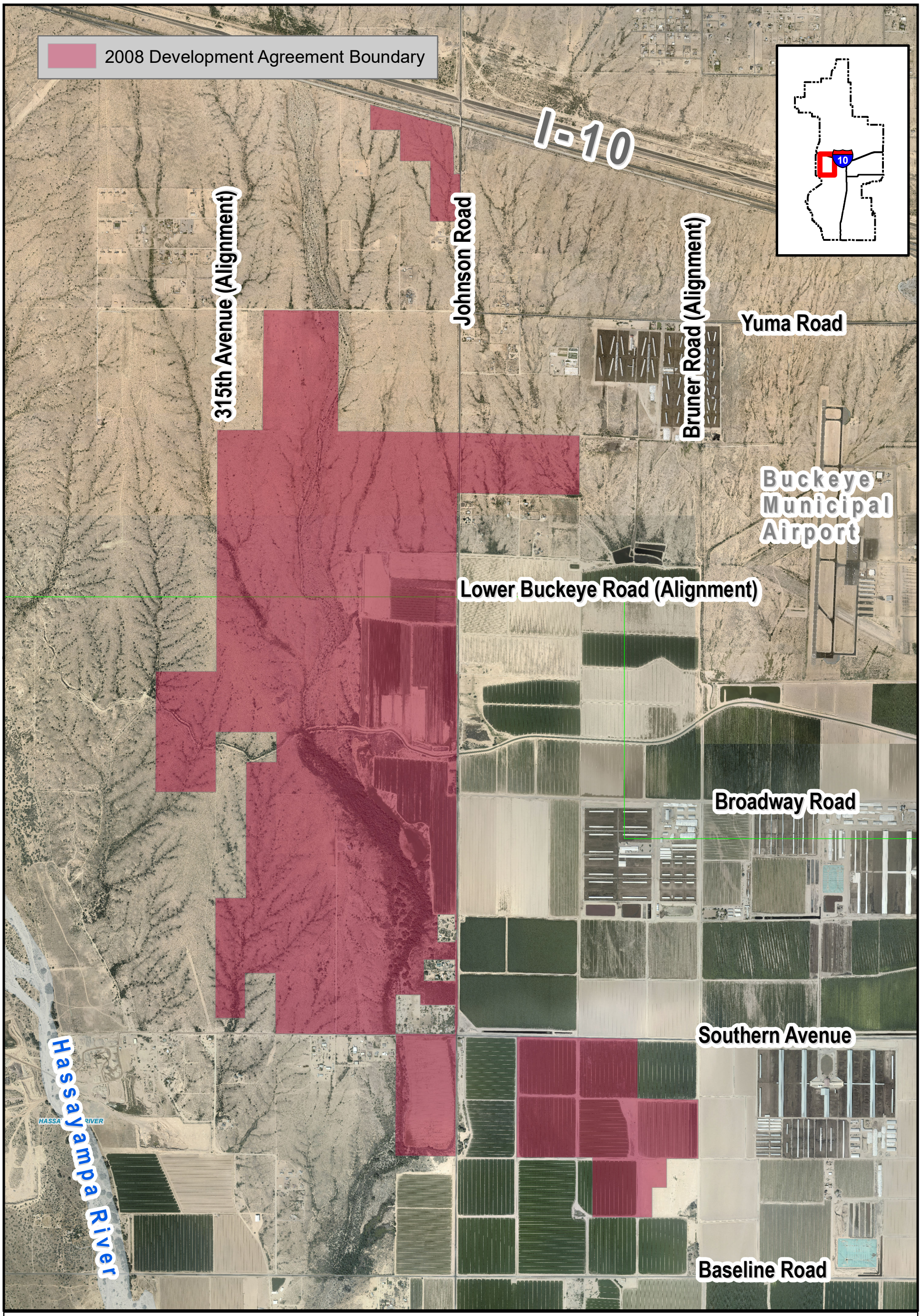
## ATTACHMENTS:

Exhibit A – Aerial Vicinity Map
Exhibit B – Zoning Map
Exhibit C – General Plan Land Use Map
Notice of Termination and Release of Development Agreement
Ordinance No. 08-24

Prepared by:
Ken Galica, Planning Manager

Reviewed by:
Adam Copeland, Deputy Planning Director

Exhibit A




# VICINITY MAP

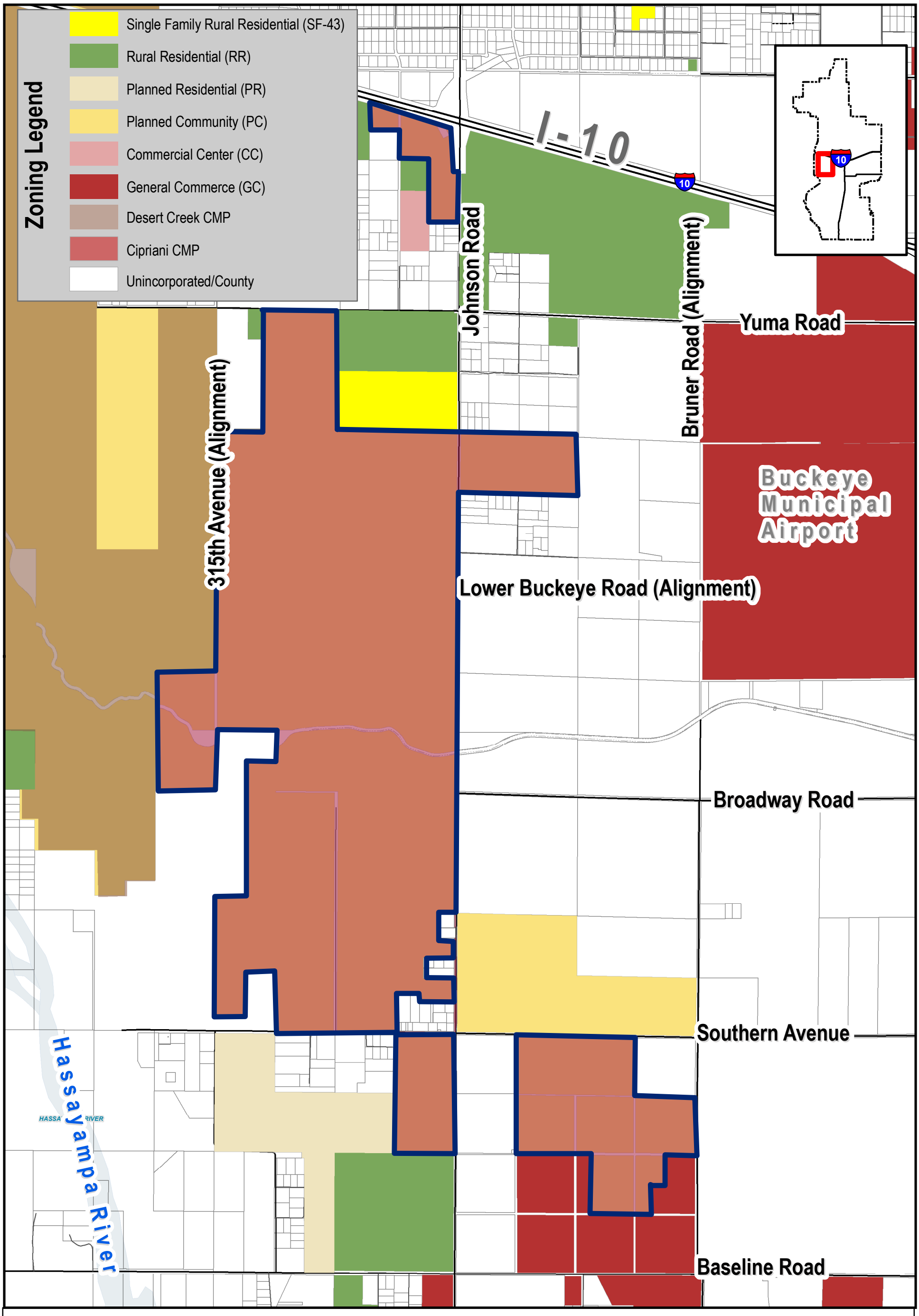
**PLZZ-23-00005**

2008 Cipriani Development Agreement Dissolution

Council District #1

BUCKEYE, AZ

N W E S




# ZONING MAP

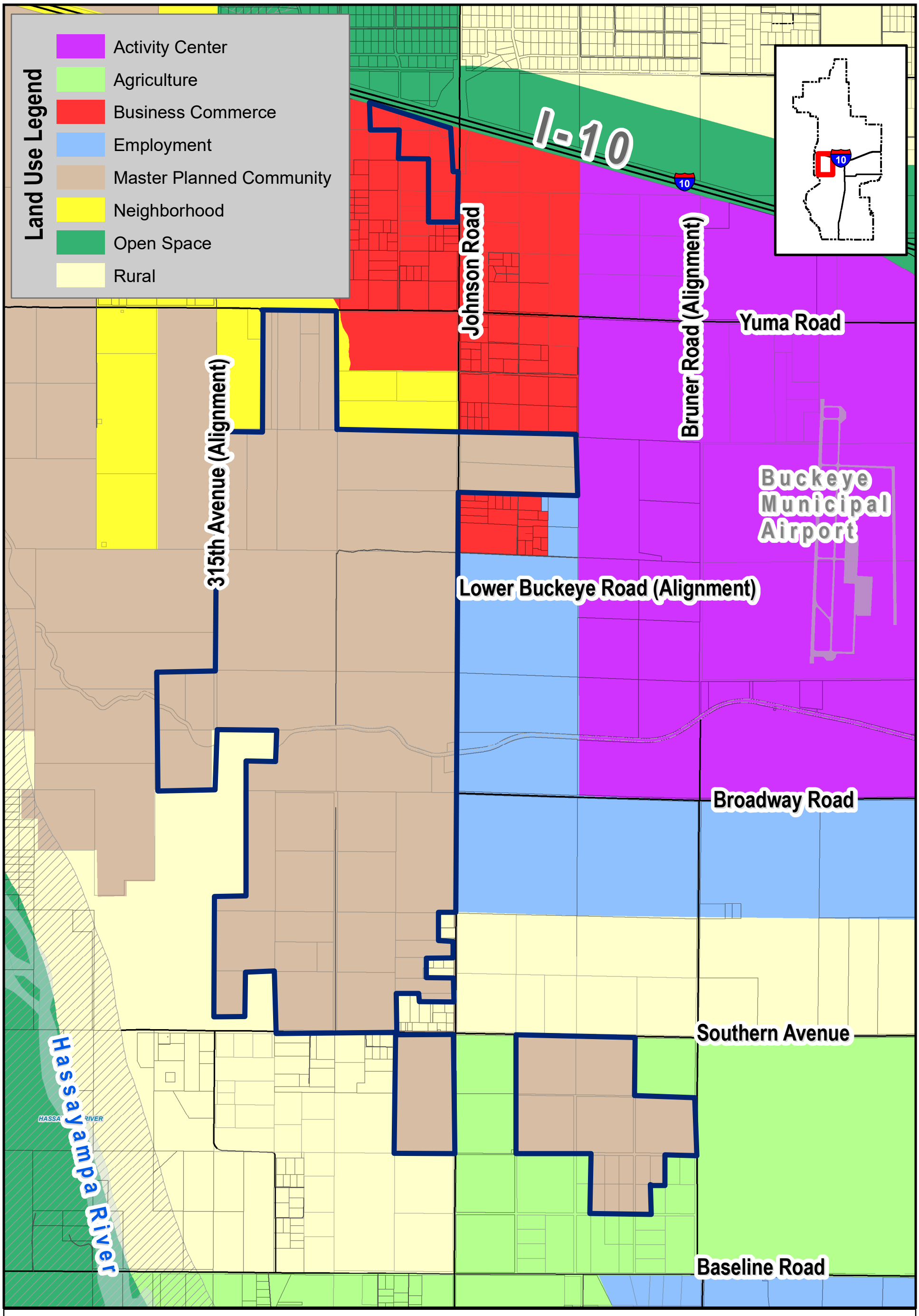
*Note: 2008 Development Agreement boundary shown in navy blue outline*

**PLZZ-23-00005**

2008 Cipriani Development Agreement Dissolution
Council District #1

BUCKEYE, AZ

N W E S




# GENERAL PLAN LAND USE MAP

*Note: 2008 Development Agreement boundary shown in navy blue outline*

BUCKEYE, AZ

**PLZZ-23-00005**

2008 Cipriani Development Agreement Dissolution

Council District #1

N W E S

# MAJOR CMP AMENDMENT & DEVELOPMENT AGREEMENT

Report to the Mayor and City Council

| | |
|---|---|
| CASE NUMBER: | PLZZ-23-00005 |
| TITLE: | Buckeye Tech Corridor (fka Cipriani) Major CMP Amendment and Development Agreement |
| MEETING DATE: | August 6, 2024 |
| Applicant: | Michael Phalen, Lewis Roca Rothgerber Christie, LLP |
| Owner(s): | Cipriani Holdings, LLC |
| Request: | The request involves 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. |
| District(s): | 1 |
| Location: | Area generally bounded by the 315th Avenue alignment to the west, Yuma Road to the north, Johnson Road to the east, and Southern Avenue to the south. Portions of the property extend outside of these general boundaries, including land at the southwest corner of Johnson Road and I-10 and land near the southeast and southwest corners of Johnson Road and Southern Avenue (Exhibits A, B, and C). |
| Site size: | Approximately 2,087 acres |
| Public input: | An advertised neighborhood meeting was held on June 21, 2023; In addition to the applicant and City staff, approximately 10-12 people attended the open house, though no significant concerns or objections to the proposal were expressed. There were no speakers during the Planning & Zoning Commission's public hearing for this item on February 13th. All required notices of this |

public hearing are scheduled for completion in accordance with state requirements.

Recommendation: Adoption of Ordinance No. 08-24, approving Case PLZZ-23-00005, dissolving the 2008 Cipriani Development Agreement between City of Buckeye, the Walter J. Zales Jr. and Nancy K. Zales Trust, and Cipriani Holdings, LLC, and approving the amended Cipriani/Buckeye Tech Corridor Community Master Plan and related Development Agreement, subject to conditions (a) through (ee).

## PROJECT DESCRIPTION

1. Michael Phaelen, Lewis Roca Rothgerber Christie, LLPL, on behalf of property owner Cipriani Holdings LLC, is requesting (Exhibit D) approval of a Major Community Master Plan Amendment (CMPA) for the Buckeye Technology Corridor, formerly known as Cipriani. The 2,091-acre project is generally bounded by the 315th Avenue alignment to the west, Yuma Road to the north, Johnson Road to the east, and Southern Avenue to the south, though portions of the property extend outside of these general boundaries, including land at the southwest corner of Johnson Road and I-10 and land near the southeast and southwest corners of Johnson Road and Southern Avenue (Exhibits A, B, and C).

2. The Cipriani CMP currently in effect, approved in 2008, calls for development of the site with a traditional, residential-focused master planned community consisting of up to 9,706 residences (including both single-family residential and multi-family residential), 188.6 acres of supporting commercial, and 276.7 acres of open space (15 percent). The original Cipriani CMP also reserved up to five school sites, a fire station site, and a police station site. No development activity has occurred on the site since the 2008 CMP approval.

3. The Buckeye Tech Corridor CMPA, if approved, will replace the existing Cipriani CMP. The proposed CMPA establishes a significantly different vision for the property, shifting the focus from a residentially oriented master plan to that of a technology-centered commercial and light industrial campus. Accordingly, the proposed CMPA eliminates residential uses and tailors development and design standards in support of the entirety of the property developing with non-residential uses. School sites are also eliminated, as the proposed non-residential development will not generate any demand for elementary

or high schools within the project boundaries. The proposed CMPA also preserves the wash corridors that traverse the property as naturalized open space areas.

4. For the purposes of planning infrastructure, the CMP is divided into four separate planning units, as follows:
    - Planning Unit 1 (PU-1), approximately 39.7 net acres in area, is located at the southwest corner of I-10 and Johnson Road. Approximately 10 acres of PU-1 will develop with commercial uses, with the remaining 29.7 acres to develop with commercial and/or light industrial uses.
    - Planning Unit 2 (PU-2), approximately 1,720.8 net acres, is located west of Johnson Road, south of Yuma Road. At this time, it is anticipated that the entirety of PU-2 will be developed with a regional data center campus. If the data center campus does not come to fruition, PU-2 may be developed with commercial uses, light industrial uses, or some combination thereof.
    - Planning Unit 3 (PU-3), approximately 80.0 net acres, is located at the southwest corner of Johnson Road and Southern Avenue. Approximately 10 acres of PU-3 will develop with commercial uses, with the remaining 70 acres to develop with commercial and/or light industrial uses.
    - Planning Unit 4 (PU-4), approximately 224.6 net acres, is located east of the southeast corner of Johnson Road and Southern Avenue. PU-4 is expected to develop with commercial and/or light industrial uses.

5. As is common for projects of this size, a Development Agreement is being pursued to define developer and City obligations pertaining to development of the project and related infrastructure. The most noteworthy components of this proposed Development Agreement between the City and AZLCO Buckeye LLC (the expected purchaser of the property from Cipriani Holdings LLC), include:
    - The agreement establishes that the developer will be responsible for dedication, design, and construction of public infrastructure, both internal and external to the project, such as streets, water infrastructure, and sewer infrastructure, that is needed for the City to provide municipal services to the development.
    - Transportation infrastructure to be provided by developer may extend beyond the boundaries of this project and may include construction of street and/or traffic signal improvements needed to ensure the project does not cause the City's transportation network to function below an acceptable standard, to be studied in a Traffic Impact Analysis (TIA).

- The City agrees to modify the Transportation Master Plan (TMP) to straighten the alignment of Broadway Road, currently shown in the TMP as a curvilinear roadway through the project.
- As part of the agreement, the City acknowledges that a TIA utilizing a build-out model that conforms to the City requirements may identify certain streets, such as Broadway Road and 315th Avenue, will carry less traffic than was previously anticipated when the property was expected to develop with primarily residential uses. Should that be the case, the City agrees as part of this Development Agreement to amend the Transportation Master Plan to revise impacted street classifications accordingly, as part of a routine TMP amendment process.
- The developer will dedicate right-of-way from project parcels located near I-10 and Johnson Road, and contribute $15,000,000.00 towards the design and construction of a future I-10 freeway interchange at Johnson Road. The contribution amount is the property's pro rata share of the expected 80-million-dollar total cost of the interchange. The City will pursue pro rata contributions from other properties that will benefit from the interchange as they proceed through the development process.
- If the developer requests City water service to the development, the developer will be responsible for dedicating and constructing a minimum 36-acre water campus on the property. The developer may be eligible for impact fee reimbursements to the extent that the water campus serves a regional benefit for properties outside the CMP boundary. The development may also be served by private wells and point-of-use treatment solutions if City service is determined to be impractical.
- If the developer requests City sewer service to the development, the developer will be responsible for acquiring a site for and constructing a wastewater reclamation facility or providing fee in lieu to the City to allow the City to construct such a facility. The development may also be served by private septic systems if City service is determined to be impractical.
- In the event that the City becomes designated by the State of Arizona as an assured water provider, the agreement establishes terms for the developer to purchase replenishment water credits from the City or other sources.
- The agreement outlines the dedication, design, and construction obligations for two public safety facilities within the CMP, at least 2.5 acres in area per site, in locations that are acceptable to the City. The agreement obligates the developer to dedicate both safety facility sites, and design, construct, furnish

and equip, including staffing and procurement of apparatus and vehicles, one of the two facilities. The agreement also obligates developer to pay a $3.5 million dollar contribution toward a temporary public safety facility, including staffing, apparatus, and vehicles, to be operated until the permanent facility is opened.

- The agreement commits the developer to limit development within the 1,720 acre PU-2 area to data centers and related uses for a period of four years from the effective date of the development agreement, unless the owner is not able to secure an electrical power supply necessary to develop the entirety of PU-2 with this type of power intensive use. Upon expiration of the four-year term, the developer will be able to pursue development of any of the commercial and/or light industrial uses listed within the CMP.
- The developer will receive 20 percent of the tax revenues generated by data center uses only, over the project over a term of 20 years, which may be extended if certain revenue performance requirements are met, capped at a maximum of $50 million dollars, as reimbursement towards the significant transportation, water, sewer, and public safety infrastructure costs associated with the project.

6. These requests are largely user-driven. A developer of data center projects is expected to purchase the property and develop the majority of the site with one of the region's largest data center campuses.

7. Please review the separate staff report attached to this same agenda item for additional information and analysis pertaining to dissolution of the original 2008 Cipriani Development Agreement. The dissolution of the 2008 agreement and approval of the new CMPA and DA will all be considered together as part of a singular Council action.

## AREA CONTEXT:

Table 1: Existing Land Use, General Plan Designation, and Zoning District:

| | LAND USE | GENERAL PLAN | ZONING |
|---|---|---|---|
| Subject Property | Unimproved desert and farmland | Master Planned Community and Business Commerce | Planned Community (PC) with Cipriani CMP overlay |
| North | Unimproved desert | Business Commerce and Neighborhood | Maricopa County Rural-43 (RU-43), Single-Family 43 |

| | | | |
|---|---|---|---|
| | | | (SF-43), and Rural Residential (RR) |
| East | Active farmland and unimproved desert | Employment, Business Commerce, Airport Activity Center, Rural, and Agriculture | Maricopa County Rural-43 (RU-43), Single-Family 43 (SF-43), Rural Residential (RR), and Planned Community (PC) |
| South | Unimproved desert and active farmland | Rural and Agriculture | General Commerce (GC), Planned Residential (PR), and Maricopa County Rural-43 (RU-43) |
| West | Unimproved desert | Master Planned Community (Desert Creek), Rural, Neighborhood, and Business Commerce | Planned Community (PC) with Desert Creek Community Master Plan (CMP) overlay, Maricopa County Rural-43 (RU-43) |

## PUBLIC PARTICIPATION SUMMARY:

8. A neighborhood meeting, providing an opportunity for interested parties to learn more about the request, was held on June 21, 2023 at 6:00 P.M. at the Buckeye Valley Chamber of Commerce. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on June 1, 2023, over fifteen (15) days prior to the date of the meeting. Approximately 10-12 people attended the open house, though not all attendees signed-in (Exhibit E). Attendees asked multiple questions about the project and related off-site improvements, though no significant concerns or objections to the proposal were noted.

9. Additionally, two people contacted the project applicant upon receiving the notice of the neighborhood meeting. Per the applicant, both callers sought additional information about the project, but neither expressed any opposition to the proposal.

10. City Staff was contacted by Mr. Eddie Gutzman, owner of a large assemblage of undeveloped property northeast of this site, who expressed support for this project and additional non-residential development in this area. Except for Mr. Gutzman, staff has not been contacted by other people in regards to this request.

11. No public spoke during the Planning and Zoning Commission's public hearing for the CMPA on February 13, 2024. The Commission recommended approval of the proposed CMPA 7-0, subject to staff recommended conditions. The Planning and Zoning Commission does not hear Development Agreement requests.

12. These items were originally scheduled for consideration and advertised for the March 19, 2024. At that meeting, the items were continued to the April 16, 2024 meeting to allow the City and developer to finalize the terms of the development agreement. As the terms were not finalized by April 16th meeting, the Council continued the item indefinitely to allow negotiations to continue. Because the item was not continued date certain, new notices of the August 6th hearing date were completed by the applicant, as follows:

| Notification Element | Date |
|---|---|
| Published in the Arizona Republic | To be published by July 21, 2024 |
| Site Posted | July 11, 2024 |
| Mailing Notice to Property Owners Within 500 Feet of Site | July 12, 2024 |

## BACKGROUND:

13. *1992-2007:* The area now known as Buckeye Tech Corridor/Cipriani was annexed in a piecemeal fashion via approval of over ten separate annexations between 1992 and 2007.
14. *December 2007:* Through Council approval of Ordinance 93-06, the full extent of the property was rezoned to Planned Community (PC), an underlying zone intended to be guided by separate development approvals. The property was rezoned in anticipation that a separate Community Master Plan overlay would be processed and approved for the property.
15. *September 2008:* Through Council approval of Ordinance 65-08, the Cipriani Community Master Plan (CMP) overlay and related Development Agreement were approved to guide development of the site. The CMP provides for development of the site with a traditional, residential-focused master planned community consisting of up to 9,706 residences (including both single-family residential and multi-family residential), 188.6 acres of supporting commercial, and 276.7 acres of open space (15 percent). The approved CMP also reserves up to five school sites, a fire station site, and a police station site.
16. *February 2024:* Planning and Zoning Commission recommended approval of the proposed CMP Amendment subject to staff recommended conditions.

17. *March 19, 2024:* The request was continued by the City Council to the April 16, 2024 regular meeting.
18. *April 16, 2024:* The request was indefinitely continued by the City Council.

## ANALYSIS:

*Uses and Development Standards*

19. The proposed CMPA establishes three separate land use categories: Commercial, Light Industrial, and Open Space. With three exceptions noted below, all three categories are applied to the entirety of the CMP, allowing the developer to determine if a particular parcel within the master plan will develop with commercial uses, light industrial uses, or open space. Exceptions, where land uses are restricted, include:
    - Stoneman Wash, which winds through the southern half of the CMPA property, is designated exclusively as Open Space. This wash will be preserved as it runs through the property in its natural state.
    - Approximately 10 acres located at the southwest corner of I-10 and Johnson Road is not designated Light Industrial, ensuring retail commercial uses are developed at least in part near this future freeway interchange.
    - Approximately 10 acres located at the southwest corner of Southern Avenue and Johnson Road is also not designated as Light Industrial, preserving land to develop commercially in support of employees working in the Technology Campus and any future residents living on surrounding lands.

20. Each land use category contains its own specific list of permitted uses, development standards, and design requirements, as follows:
    - The Commercial category is based upon the City's Community Commercial (C-2) zoning district, with development standards such as setbacks and building height identical to what is allowed in the C-2 zone. The single exception is in regard to lot coverage, where the C-2 zone establishes a 60 percent maximum but the proposed CMP proposed no maximum limitation. Theoretically, this modification could allow for 100 percent of any commercial site to develop with structures; however, because properties will still remain subject to minimum parking requirements, landscape area requirements, and retention requirements, it is highly likely that any commercial development within the CMP will meet the established C-2 maximum.
    - Uses in the Commercial category are based upon those permitted in the C-2 zone, though several uses out of character for a technology campus (such as nursing homes and cemeteries), have been eliminated, while other uses, such

as mini-storage facilities and truck stops, have been conditioned with additional siting criteria beyond what is typically required in order to minimize their visibility and create a high quality aesthetic from the perspective of adjacent streets, including I-10.

- The CMPA's Light Industrial category is based upon the City's Light Industrial (I-1) zoning district, with required setbacks true to the requirements of the I-1 district. Proposed modifications to I-1 standards include eliminating the maximum lot coverage (maximum 80 percent permitted in I-1), though, for the same reasons as noted in the analysis of the Commercial category, development projects in the Industrial category are almost certain to fall well below this maximum after accounting for required landscaping, retention, and parking. A second modification to the I-1 base standards is to increase maximum building height by 25 feet, from 120 feet to 145 feet, in the Light Industrial land use category. This 8 percent increase from the I-1 standard is supported due to the lack of residential uses, existing or planned, in the vicinity of the property. Without concern for potential conflicts with housing developments, the additional height will optimize operational efficiency of the data center facilities, leading to improved scalability, ultimately benefitting businesses and consumers reliant on digital services.
- Uses permitted in the CMPA's Light Industrial land use are based upon those permitted in the City's I-1 district. In general, these permitted uses are lower intensity in nature, will occur in fully enclosed buildings, and are not typically associated with producing noise, light, or odor impacts. Examples of permitted uses include, but are not limited to, data centers, enclosed light manufacturing, and distribution/warehouse facilities. Heavy industrial uses, such as those with significant outdoor components or those associated with generation of noticeable noise, light, or odor impacts, are not permitted in this CMPA. Certain commercial uses that are likely to serve the employees working within this development, such as day care facilities, restaurants, and recreational facilities, are also permitted within the CMPA's Light Industrial category.
- The Buckeye Development Code does not establish a parking standard specific to data center uses. As these facilities are typically large but occupied by a small number of employees, the CMPA establishes a standard for this use based upon the number of employees anticipated on site during the highest shift, with additional spaces to allow for shift changes to occur efficiently.

- The City does not have a zoning district with a purpose of maintaining and conserving natural open spaces. This CMPA proposes such a district which will cover those portions of the site, such as Stoneman Wash, that are intended to be preserved in their natural condition. Limited uses, such as government facilities and recreational uses, would be permitted in this designation.

21. The CMP contains requirements for architectural character that will ensure the entirety of the development develops in a high quality, complementary fashion. Facades of buildings visible from streets will feature massing and movement, emphasizing entrances through use of additional height and treatment, and incorporate materials that provide for texture and interest. Each building will be expected to incorporate at least two character elements from a neighboring building to create a sense of cohesion across the entire project. Loading and service areas will be oriented away from public streets if possible. If such orientation is not feasible, full screening of those aspects will be required from adjacent streets.

22. As noted previously, the majority of the CMPA is expected to be developed with a regional data center campus. Though data center uses have earned a reputation of using significant amounts of water in their cooling processes, advances in technology such as closed-loop water cooling systems as well as air cooled systems that utilize electricity rather than water, have allowed these facilities to develop in areas where water is more limited. To this end, the proposed CMPA and DA restrict the maximum water use across this property to ensure that data centers developed on the property feature water sensitive cooling solutions.

23. The project is not expected to negatively impact surrounding properties. Well-crafted design requirements will ensure the site presents well from surrounding streets, with any service areas fully screened and well buffered. If a large portion of the site develops as a data campus, as expected, traffic generated by the project is expected to be well below levels that would be anticipated if residential or commercial uses were developed. Though minimal residential uses are currently occurring in the vicinity of the site, planning staff has no concerns that the contiguous uses would be incompatible.

24. The Imagine Buckeye 2040 General Plan, ratified by voters in August 2018, identified the Buckeye Airport as an Activity Center, envisioning the airport site and surrounding properties as a regional employment hub featuring uses that complement and support the business functions of the airport. In the years following the ratification of the General

Plan, City staff have undertaken efforts to master plan the airport property itself, as well as create a specific area plan for the surrounding properties. Though this site does not fall within the boundaries of the activity center area, consideration of alternate runway alignments for the airport may result in greater overflight traffic on the property than were contemplated when the residential vision for the site was initially developed. Non-residential uses, such as those proposed by this CMPA, are more appropriate in impacted areas than the project's original residential concept.

25. The regionally scaled data center campus will function as a premier economic engine for the City. Though data centers do not create the quantity of employment opportunities associated with other light industrial uses, such as light manufacturing, these uses contribute significantly to the fiscal health of a community by generating construction sales tax revenue, property tax revenue, and utility tax revenue, all of which are made more significant due to the high cost to construct these very modern, state of the art facilities.

*Open Space*

26. Regional trails traversing the property, in locations identified in the City's Parks and Trails Master Plan, will be provided. Locations of trails may be realigned on the property to reduce interference with the planned commercial or light industrial uses but will be designed to ensure the functionality and continuity of the regional system is not negatively impacted.

27. In addition to preserving natural open spaces such as Stoneman Wash, provision of landscaped open space will be required as the project develops, with standards comparable to those within the City's Development Code. Commercial areas will also be required to provide pedestrian oriented open spaces such as plazas.

*Access and Circulation*

28. The developer will construct half-street improvements where the project abuts any existing or planned public streets, including portions of Johnson Road, Yuma Road, and Southern Avenue.

29. Additional streets, public or private, will be needed internal to the project boundaries. Location and classification of those internal streets will be determined during the Planned Unit Plan phase for each planning unit (or portion of a planning unit). Pedestrian circulation from buildings to adjacent public sidewalks will also be required.

30. A future full freeway interchange is planned for I-10 at Johnson Road. As noted previously, the developer will provide a pro-rata contribution towards construction of the future interchange. Until the interchange can be constructed, the developer will be required to complete off-site improvements to improve access to the site from an existing interchange, such as Palo Verde Road.

*Water and Wastewater*

31. The CMPA property falls within the City of Buckeye's Water and Sewer Service Areas. With regard to water, developments in this CMP and on other properties in this portion of the city are ultimately expected to be served by a future new municipal water campus in the vicinity of the Johnson Road and Broadway Road intersection. With regard to sewer, a future new municipal wastewater treatment facility in a location south of this site is expected to be needed to serve this southwest portion of Buckeye. If volumes are sufficiently low, as anticipated, interim water solutions (such as use of private wells) and sewer solutions (such as use of septic) will be permitted in order to allow development to occur before the City's water campus and/or wastewater treatment facilities are constructed. If an interim solution for water and/or sewer is pursued, the project would likely be converted to permanent City services when those facilities are constructed. It should be noted that the development is expected to create significantly less water and sewer demand than if the project were developed with a traditional, residentially-focused master planned community.

*Future Planning*

32. Development within this CMP is expected to be phased. The CMP will utilize a Planning Unit Plan (PUP) model to avoid piecemeal development. Using this model, each PUP will master plan minimum 160-acre segments of the property, designating a more specific land use plan for that particular portion and designing water, sewer, drainage, and transportation systems, landscape theming, and signage to allow that segment to function as a unified, cohesive development. Each Planning Unit Plan will be subject to Planning & Zoning Commission approval, at which point site plans for individual building sites within that approved PUP could then be submitted for administrative approval by City staff.

*Development Agreement*

33. All pertinent City Departments impacted by the proposed Development Agreement, including Engineering, Water Resources, Public Works, Police, Fire, and Development Services, have reviewed the Development Agreement and believe it to be in the best interest of the City to approve the agreement as proposed. The City Attorney's Office has had significant involvement with regard to preparation and review of the agreement language.

## RECOMMENDATION:

34. Staff recommends City Council conduct a public hearing and adopt Ordinance 08-24, dissolving the 2008 Cipriani Development Agreement and approving a Major CMP Amendment and Development Agreement for the Buckeye Tech Corridor (fka Cipriani), Application PLZZ-23-00005, subject to conditions (a) through (ee), for the following reasons:

- The CMP Amendment conforms to the property's underlying General Plan Land Use designations.
- The CMP Amendment and Development Agreement conform to requirements of the Buckeye Development Code or propose alternative requirements that will result in development of comparable or better quality.
- There are no outstanding issues for reviewing departments (City Attorney's Office, Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).

*General*

a) Development of the property shall be in general conformance to the project narrative entitled "Buckeye Tech Corridor Community Master Plan – A Major Amendment to the Cipriani Community Master Plan", consisting of 99 pages, dated December 7, 2023, and stamped received on December 11, 2023, except as modified by these conditions of approval.

b) The Property Owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of the CMPA approval.

c) This project is subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statue § 48-574 and in accordance with City of Buckeye Ordinance 42-06 and a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. These shall be established prior to the recordation of the first Final Plat, or Minor Subdivision, but not before any Map of Dedication, or approval of the project's first site plan.

d) Unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, all existing overhead power lines less than 69 kV capacity, or any other existing overhead non-power utilities (e.g. telephone, cable) within the project area or along its boundaries, shall be installed underground.
e) All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground, excluding any temporary irrigation for portions of the property prior to development as long as such facilities are not located within a developed portion of the property. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five (5) feet, unless otherwise determined by the City. Any additional right-of-way for District-owned facilities (not to exceed five feet) shall be placed outside of the right-of-way and the public utilities easement.
f) The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project unless otherwise modified through a separate agreement approved by the City.
g) Plans submitted for any phase of development shall take into consideration impacts on undeveloped portions of the Property and shall be designed with public utilities sized for future phases, so that parallel or redundant public utilities are not required in the future.
h) Prior to Final Plat recordation, all final civil construction plans and reports including landscaping, irrigation and all lighting improvement plans, shall be reviewed and approved by the City of Buckeye.
i) Prior to Final Plat recordation, the City of Buckeye shall approve all engineering and construction plans and reports for the required infrastructure for the project.
j) The Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.
k) To the extent the Property will be served by the City with such public services and unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer is responsible for providing, at their sole cost and expense, all public infrastructure necessary to serve the project including, without limitation, water and wastewater service in accordance with Ordinance No. 86-06. This includes water supply, infrastructure, and capacity for the production, treatment and delivery of water to the project and the collection, treatment and disposal, including recharge and/or reuse, of wastewater generated at the project. Nothing in this stipulation is intended to prevent the Property Owner/Developer from providing

the water and sewer self service solutions as described in the CMPA, if and as allowed by law and in locations reasonably acceptable to the City.

l) The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. To the extent reasonably available, Property Owner / Developer will utilize non-potable water for construction before using City potable water.

Drainage

m) Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.

n) The Property Owner/Developer shall make provisions in their design to accommodate off-site storm water, manage this flow as part of the project, and redistribute it in a like manner and location to the existing conditions. Historic discharge conditions and locations cannot be altered unless easements or agreements are in place with the affected downstream property owner allowing the alteration of the historical condition.

o) Provide a Planning Unit-level Drainage Master Plan for City review and approval prior to submittal of the first site plan for development of any phase of the Property.

p) Prior to Engineering Permit issuance, the Property Owner/Developer shall coordinate with the US Army Corps of Engineers the Jurisdictional Determination of potential 404 washes.

q) Public hard-surface recreational facilities within storm water retention/detention basins shall be set above the 1-ft ponding level.

Streets

r) Prior to the issuance of a Building Permit, the Property Owner/Developer shall pay a pro rata share, based on acreage, of the cost of up to nine (9) future traffic signals to be installed within each section of land this project is located within. The sectional contribution is to be based on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. When calculating the costs, the above number of assumed signals for each section of land shall be adjusted to only include those signals where it is known or where it can reasonably be assumed a signal will be required. The cost shall be based on an anticipated signal cost as determined by the City Engineer.

s) Unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property

Owner/Developer shall be responsible for the dedication and construction of all adjacent half-street right-of-way and improvements, at no cost to the City based on City of Buckeye standards.

t) Developer shall construct 315th Avenue where the CMP abuts the planned alignment, in accordance with the Buckeye Transportation Master Plan, unless, as part of a separate agreement(s) and based upon a low amount of trips anticipated on 315th Avenue, the City agrees to not require construction of 315th Avenue.

u) The Property Owner/Developer shall submit a Map of Dedication or other appropriate subdivision type to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may only be requested by the City to be dedicated to permit the construction of needed City infrastructure. The submittal of a Map of Dedication for the purpose of dedicating rights of way or granting easements will not trigger a requirement to submit construction documents for roadway or other improvements.

v) All streets (local, collector, and arterial), public sidewalks, public parks, and other public common areas, as determined by the City of Buckeye, shall be sufficiently illuminated to ensure the safety and security of persons and property. The City shall approve all lighting improvements within the right-of-way.

w) All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment.

x) Pavement sections for all streets shall be determined in accordance with a City approved geotechnical analysis but shall not be less than the City's minimum requirements.

y) Arterial, and parkway streets shall have a raised, landscaped median except at intersections where left-turn lanes are provided.

z) Street signs and signposts shall be placed at all street intersections, with stop signs where applicable, by the Property Owner/Developer and shall be in place when street paving is completed. Specification for design, construction, location, and installation shall be in accordance with City roadway standards and shall be approved by the City of Buckeye.

aa) Any traffic signals that are required due to site generated traffic shall be installed by the Property Owner/Developer when warranted. For such traffic signals where the project makes a sectional signal fee contribution as noted above, the applicable developer shall be eligible for a credit of the contributed amount towards that signal (and any payment by the Property Owner / Developer or others as allowed by the City Code).

Water / Wastewater

bb) If the property will be a "subdivision" as defined in A.R.S. § 32-2101 that is subject to the assured water supply requirement, then prior to Final Plat approval, the

Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said plat. The certificate must be consistent with all ADWR rules and regulations. If the City has been designated as having an assured water supply (DAWS) prior to Final Plat approval, and if ADWR has not yet issued a Certificate or Certificate of Assured Water Supply for the subdivision, then a Certificate of Assured Water Supply will not be required by the City.

cc) If the City will provide public water service, then provide a Planning Unit-level Water Master Plan for City review and approval prior to submittal of the first preliminary plat or site plan for development of any phase of the Property.

dd) If the City will provide public wastewater service, then provide a Planning Unit-level Wastewater Master Plan for City review and approval prior to submittal of the first preliminary plat or site plan for development of any phase of the Property.

ee) Any City-owned recharge facilities shall be located and constructed in a manner that the potable wells for the project can be permitted as recovery wells.

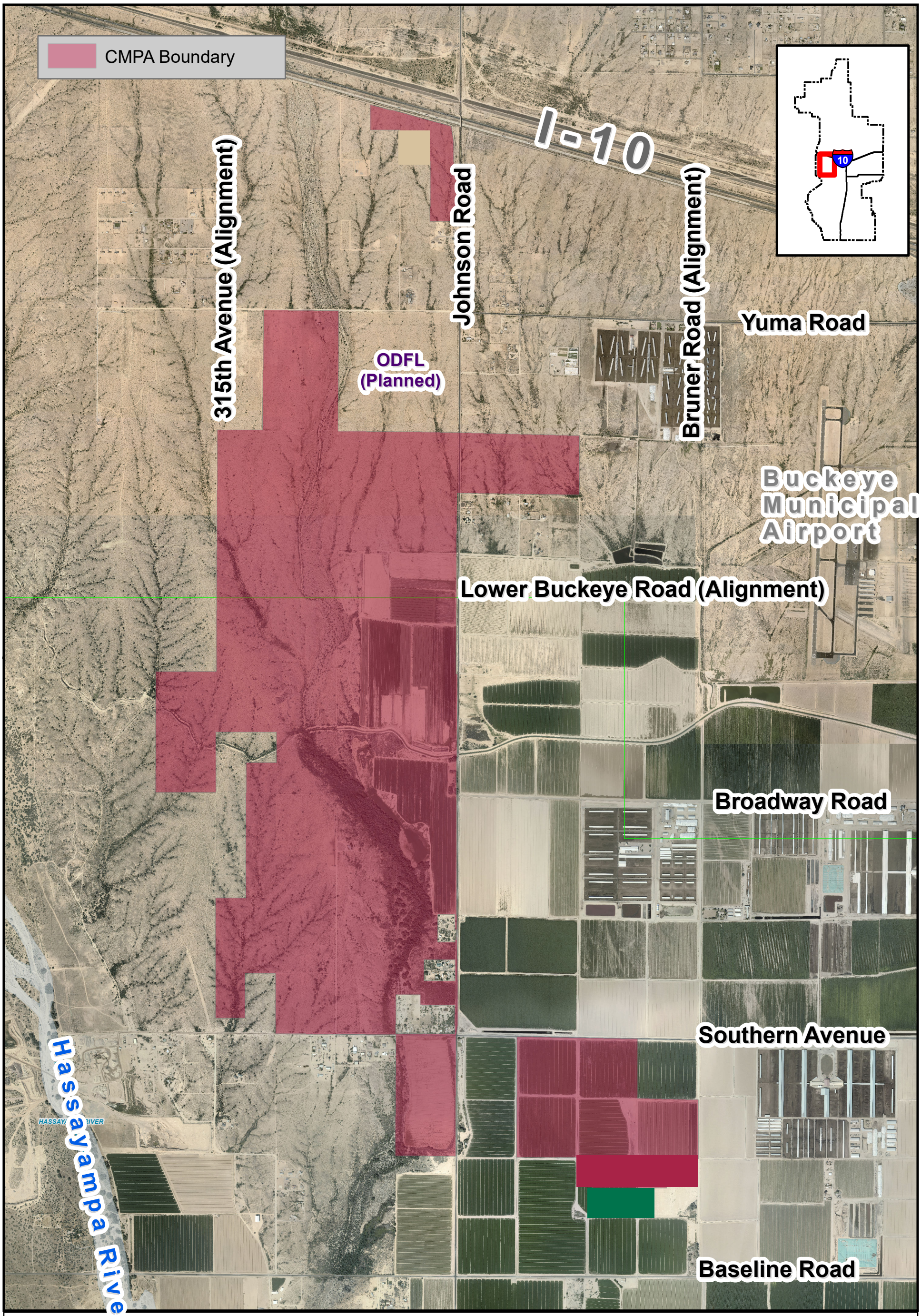
## ATTACHMENTS:

- Exhibit A – Aerial Vicinity Map
- Exhibit B – Zoning Vicinity Map
- Exhibit C – General Plan Land Use Map
- Exhibit D - Proposed Buckeye Tech Corridor CMPA Narrative
- Exhibit E – Citizen Participation Report

Prepared By:
Ken Galica, Planning Manager

Reviewed By:
Adam Copeland, Deputy Planning Director

Exhibit A




# VICINITY MAP

**PLZZ-23-00005**

Buckeye Tech Corridor CMPA (fka Cipriani)

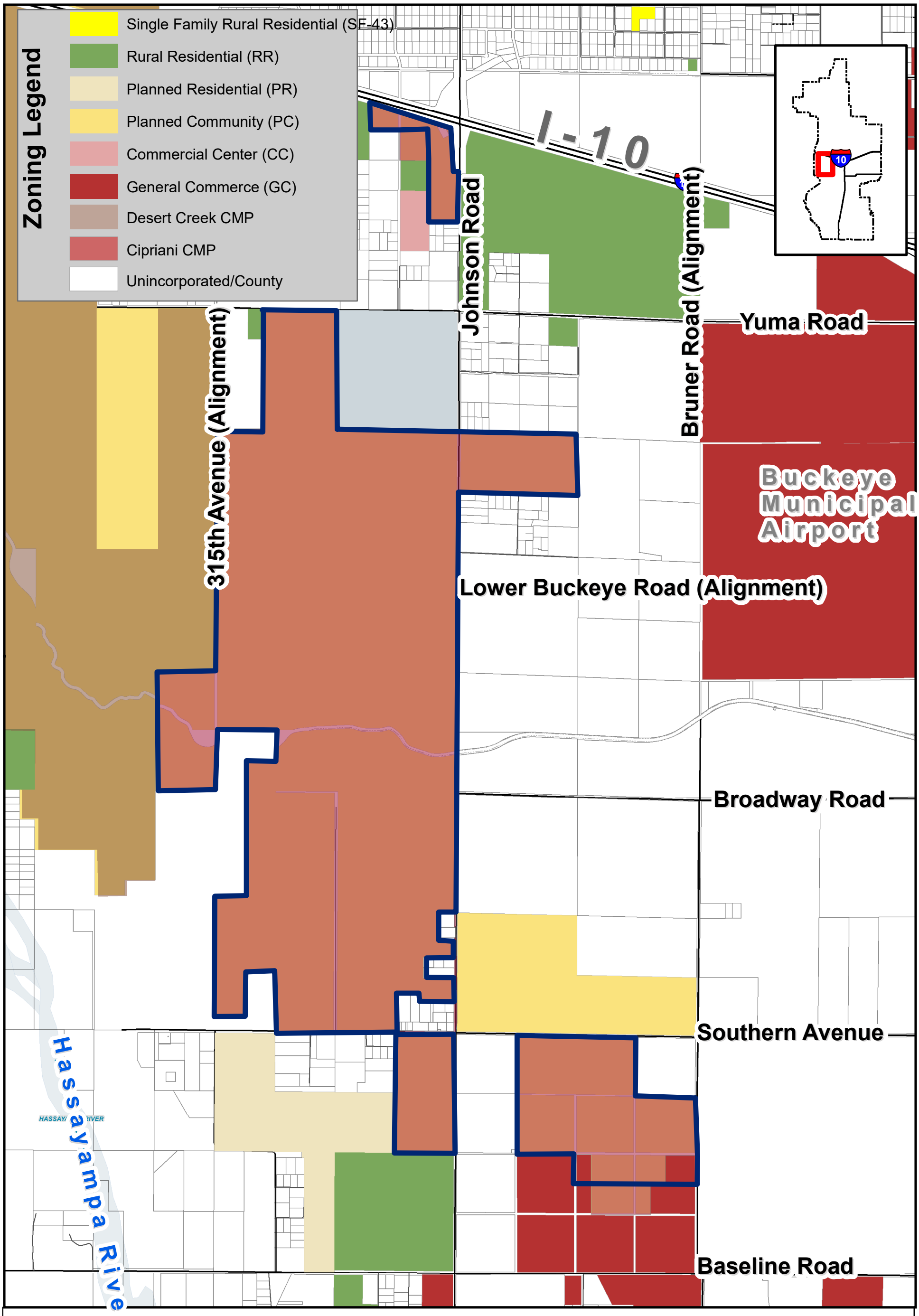
Council District #1

BUCKEYE, AZ

N W E S

1502

Exhibit B




# ZONING MAP

*Note: CMPA boundary shown in navy blue outline*

**PLZZ-23-00005**

Buckeye Tech Corridor CMPA (fka Cipriani)

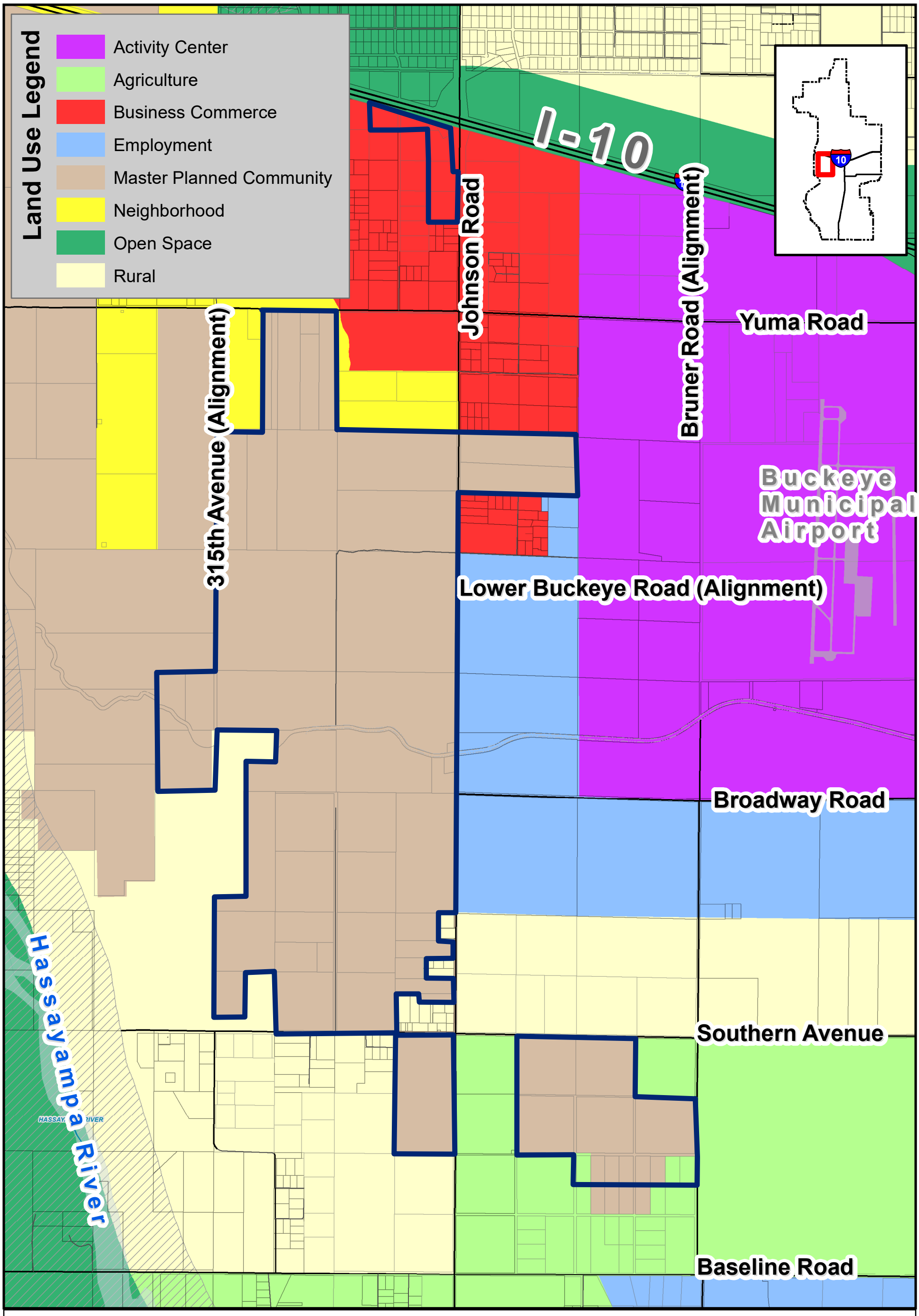
Council District #1

BUCKEYE, AZ

N W E S

1503

Exhibit C




# GENERAL PLAN LAND USE MAP

*Note: CMPA boundary shown in navy blue outline*

**PLZZ-23-00005**

Buckeye Tech Corridor CMPA (fka Cipriani)

Council District #1

BUCKEYE, AZ

N W E S

1504

Exhibit D

3R PLZZ-23-00005 RECEIVED DEC 11 2023 AL

# BUCKEYE
# TECH CORRIDOR

## COMMUNITY MASTER PLAN

A MAJOR AMENDMENT TO THE
CIPRIANI COMMUNITY MASTER PLAN

DECEMBER 07, 2023
3RD SUBMITTAL

PLZZ-23-00005

Property Owner: Cipriani Holdings LLC
7181 E. Camelback Road #401
Scottsdale, AZ 85251

Legal: Berry Riddell LLC
6750 E. Camelback Road #100
Scottsdale, AZ 85251
480-385-2727

Planning: Espiritu Loci Incorporated
4645 N. 32nd Street #250
Phoenix, AZ 85018
480-481-9100

Civil: HilgartWilson
2141 Highland Avenue #250
Phoenix, AZ 85016
602-490-0535

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# 1. INTRODUCTION

The Planned Community (PC) District is the zoning for approximately 2,087 acres of land in the general vicinity of 323rd Avenue to the west, Johnson Road and Bruner Road to the east, Southern Avenue to the south, and the Interstate-10 freeway to the north (the "Property"). The Property is generally depicted in *Figure 1.1 - Property*, and more accurately described in *Appendix A – Legal Description*.

Cipriani Holdings, LLC, an Arizona limited liability company, owns the Property (the "Owner"). This Community Master Plan for the Property (the "CMP"), a requirement of the PC District, is the principal reference for the implementation of development within the Property. The Owner does not intend to develop the Property itself, but desires with the CMP to set the framework for future development of the Property in a thoughtful and responsible manner.


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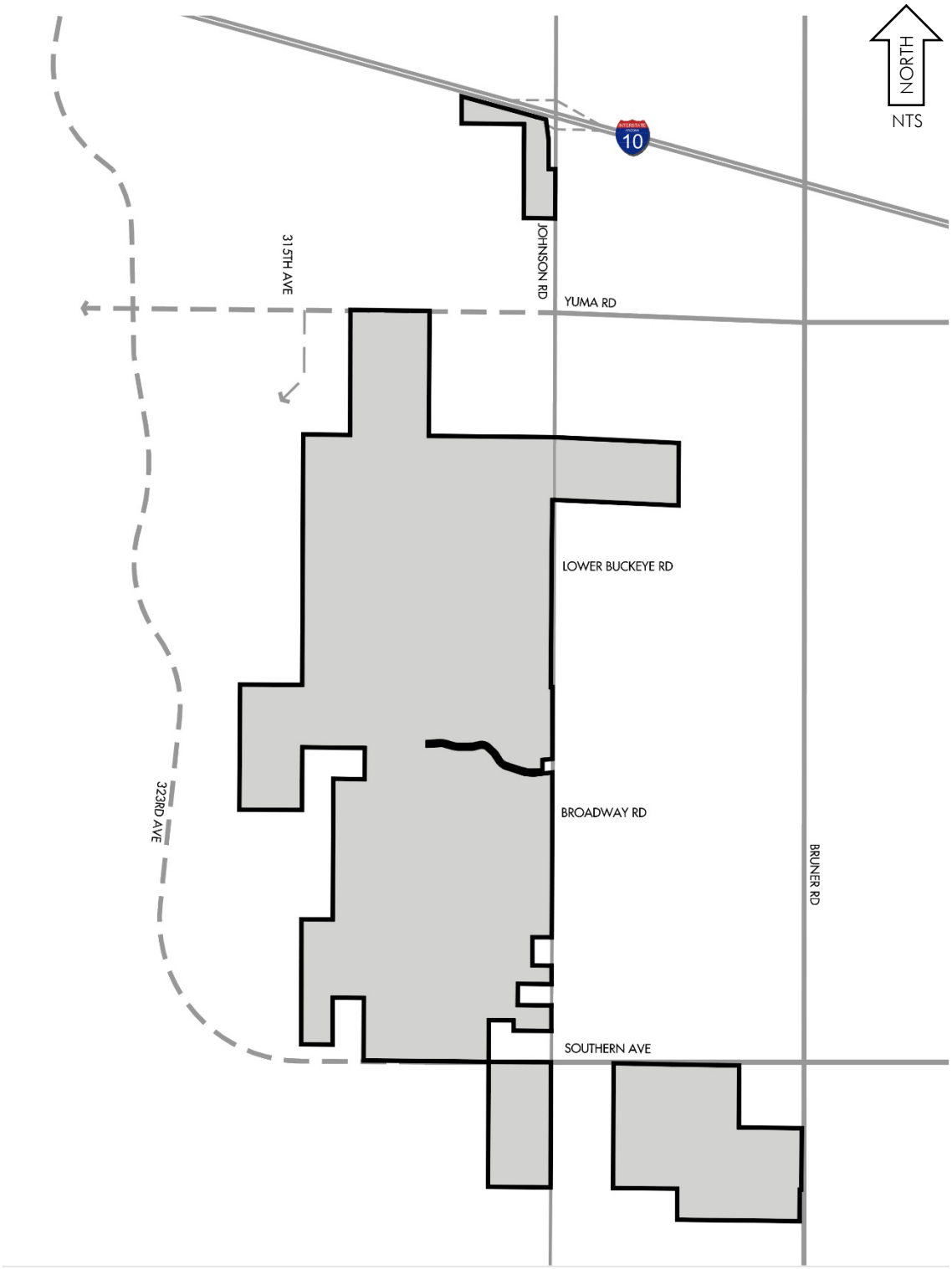
**FIGURE 1.1 - PROPERTY**

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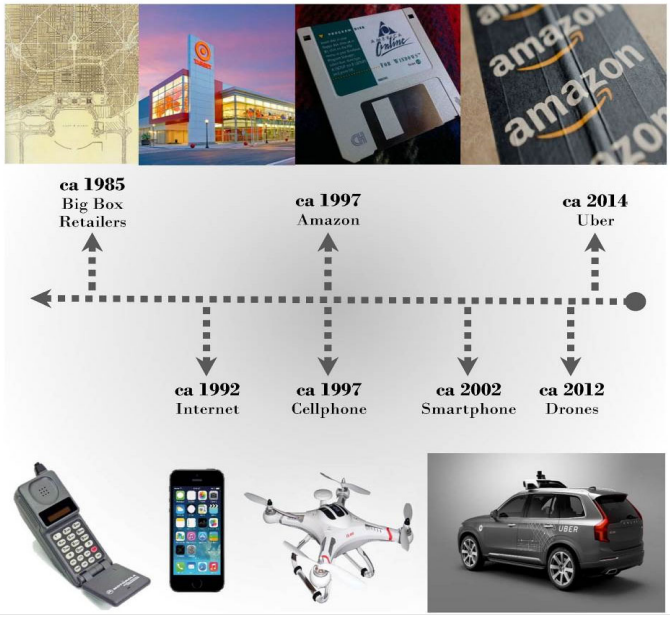
# 1.0. VISION

Creating a dynamic economic engine requires a vision of the future where development is planned and implemented differently than is standard practice today. When Daniel Burnham designed the Plan of Chicago nowhere in the plan was there an airport because airports did not yet exist. The framework of the plan, however, guided the location of the future airport in that region. Today we recognize that technology is quickly and constantly changing the way people live, work, and shop.

It is not possible to foresee where these and other technological changes will lead in another 30 to 50 years, but when considering long range plans, it is the framework that will guide development. This framework is intended to encourage a level of flexibility in regard to future development, while concentrating higher intensity development where infrastructure exists and can be provided to support it. Refer to *Figure 1.2 –Technological Innovation*.

**FIGURE 1.2 - TECHNOLOGICAL INNOVATION**

- *38 years ago, big box retail shopping was not ubiquitous*
- *31 years ago, the internet became increasingly more available to the public*
- *26 years ago, Amazon was in its infancy stage*
- *21 years ago, smart phone technology was replacing the "old" simple flip cellphone*
- *11 years ago, drones were not commonly used household gadgets*
- *9 years ago, Uber and Lyft began providing "taxi", cargo and delivery service*
- *today we are on the brink of a data processing boom*





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The Cipriani CMP envisioned a "family oriented" community with generous parks to support family activities, youth sports, and other recreational activities. While a great vision for a wonderful community, it is a vision that requires an abundance of water to support it. Water is a valuable resource and how and where it is used is important in the desert. This CMP has a significantly different vision, a vision to create an economic engine for the City, a vision that does not rely on water to support residential uses, and a vision that embraces our desert climate and landscape.

To create a framework with flexibility, the CMP establishes land use designations. Land use designations are described in Section 4 of the CMP. Designations include open space, commercial, and light industrial. The designations specify applicable development standards and permitted uses. More than one land use designation may apply to land within the Property, however, when land is developed a specific land use designation will be selected and applied.

For instance, a nature preserve could be located anywhere within the Property. A nature preserve is permitted in the open space land use designation. This designation therefore includes the entire Property. Similarly, a fire station, a commercial or light industrial land use designation, is also an appropriate designation anywhere within the Property, except within Stone House Wash. These designations are layered in a manner that permits open space everywhere, but not necessarily other designations. Light industrial and commercial uses are not permitted in Stone House Wash where only the open space land use designation is appropriate. Light Industrial is not permitted at the corner of Southern Avenue and Johnson Road, or at the corner of I-10 and Johnson Road where commercial uses are desired by the City. Where land use designations overlap the development options are flexible. In certain areas, undeveloped land could be developed with an open space use, a commercial use, or a light industrial use. Prior to the approval of such development a selected land use designation is applied.

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# 2. EXISTING CONDITIONS

## 2.0. SITE CONTEXT

The Property is located south of Interstate 10 ("I-10") and approximately 4-miles west of State Route 85 ("SR 85") in the City of Buckeye (the "City"). The largest contiguous area of the Property is approximately 1,700 acres of land located west of Johnson Road between Yuma Road and Southern Avenue. Approximately a half-mile east of the Property is Buckeye Municipal Airport. There are four other community master plans in the region south of I-10 and west of SR 85. Three of these, Westpark, Westwind, and Silver Rock, are east of Palo Verde Road. The other, Desert Creek, is west of the Property. See *Figure 2.1 - Site Context*.

West of Desert Creek is the Hassayampa River. The river joins the Gila River south of Old Highway 80. Approximately 1 mile south of the Property is a branch of the Union Pacific Railroad. Agricultural uses are significant as shown in *Figure 2.2 - Aerial Context*. The Property includes some agricultural uses but is primarily undeveloped land.


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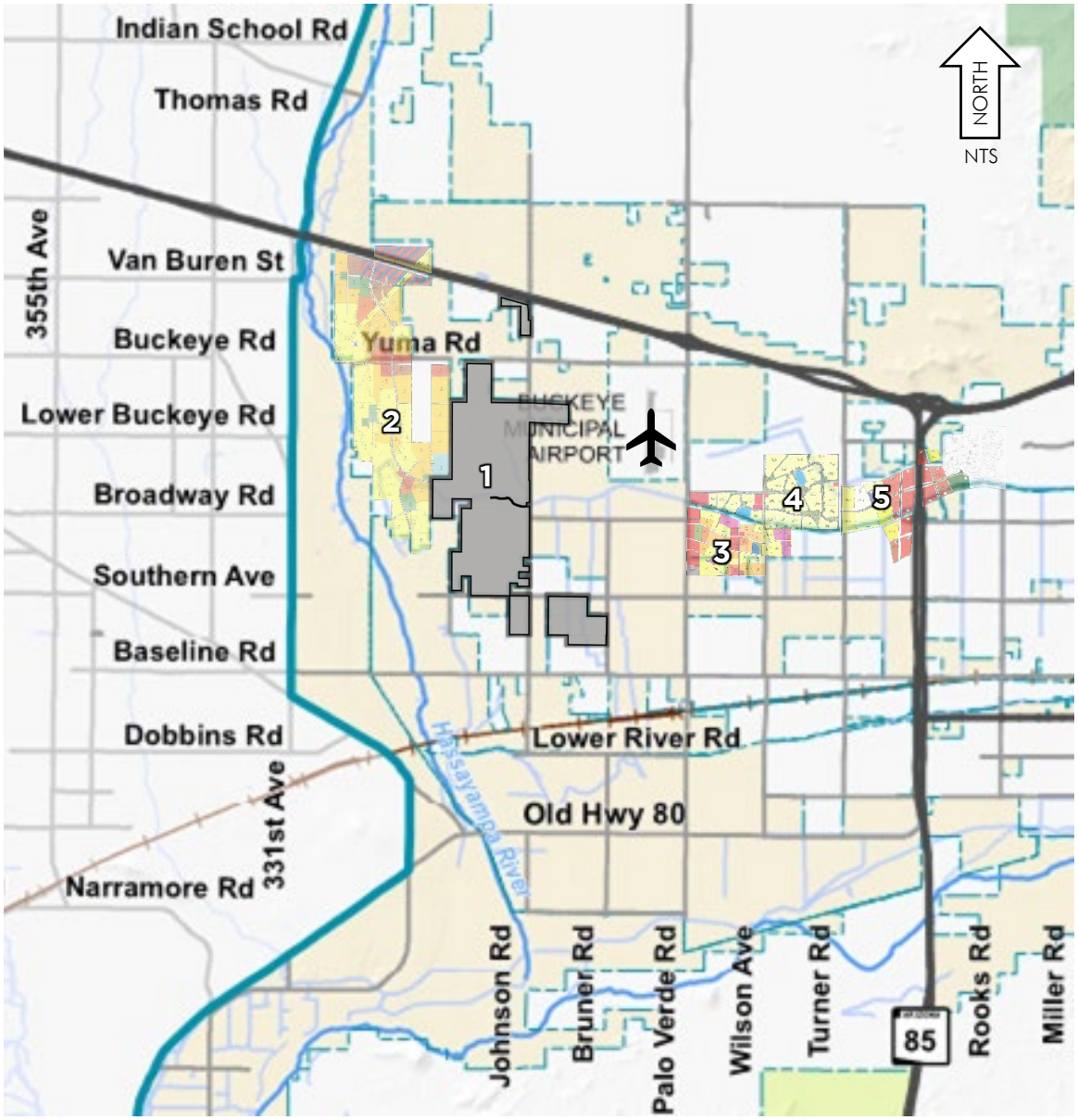
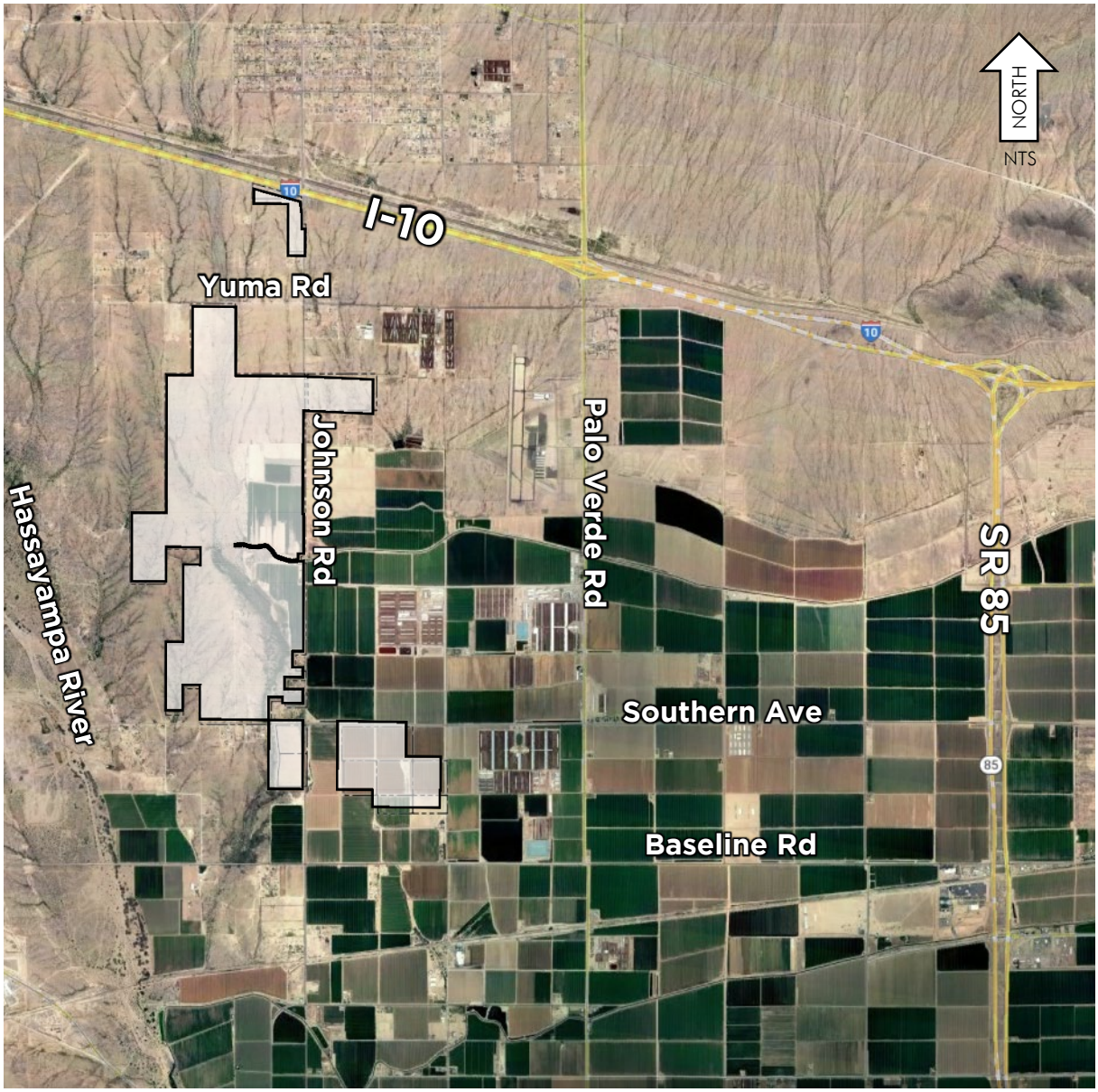
**FIGURE 2.1 - SITE CONTEXT**




1. Buckeye Tech Corridor
2. Desert Creek (CMP-2007)
3. Silver Rock (CMP-2005)
4. Westwind (CMP-2005)
5. Westpark (CMP-2000)

## FIGURE 2.2 - AERIAL CONTEXT





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## 2.1. CIRCULATION

Access to the Property is possible via Yuma Road, Johnson Road, and Southern Avenue; all currently two-lane paved roadways. The I-10 interchange nearest the Property is located at Palo Verde Road. I-10 access ramps do not exist at Johnson Road, however an overpass does.

South of I-10 and west of SR 85 vehicular circulation occurs on two-lane roads (one through lane in each direction) along Southern Avenue, Baseline Road, Palo Verde Road, and Johnson Road. *Figure 2.3 - Existing Lane Configuration* depicts the existing lane configurations as described in the 2019 Buckeye in Motion Transportation Master Plan. Yuma Road is also a paved two-lane road between Johnson Road and Palo Verde Road.

**FIGURE 2.3 - EXISTING LANE CONFIGURATION**

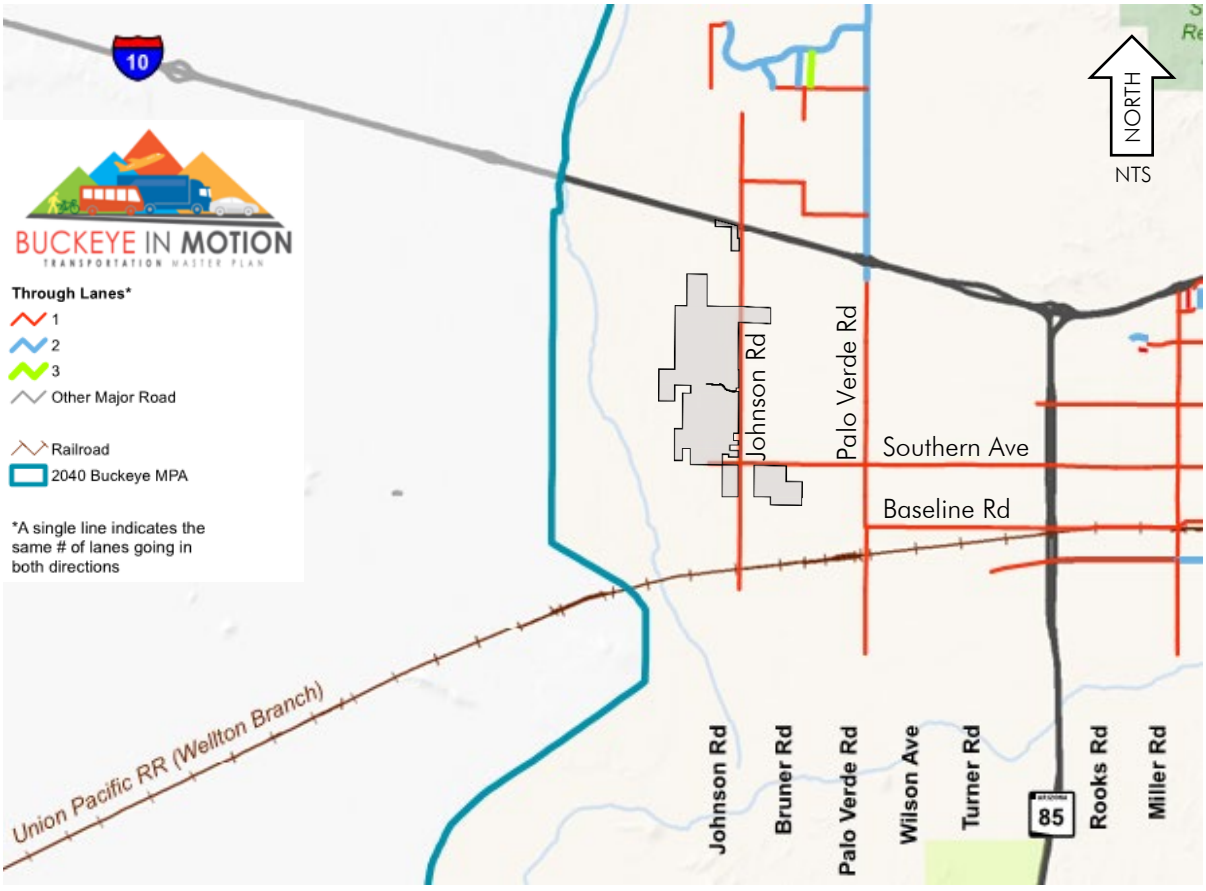

*Figure 2.4 - MAG Facility Type* depicts the Maricopa Association of Governments ("MAG") roadway classification as described in the 2019 Buckeye in Motion Transportation Master Plan. East/west roads classified as Arterial include 1) Southern Avenue from SR 85 to Bruner Road, 2) Baseline Road from SR 85 to 331st Avenue, and 3) Yuma Road between Johnson Road and Palo Verde Road. North/south roads classified as Arterial include Johnson Road and Palo Verde Road between I-10 and Old Highway 80.

**FIGURE 2.4 - MAG FACILITY TYPE**

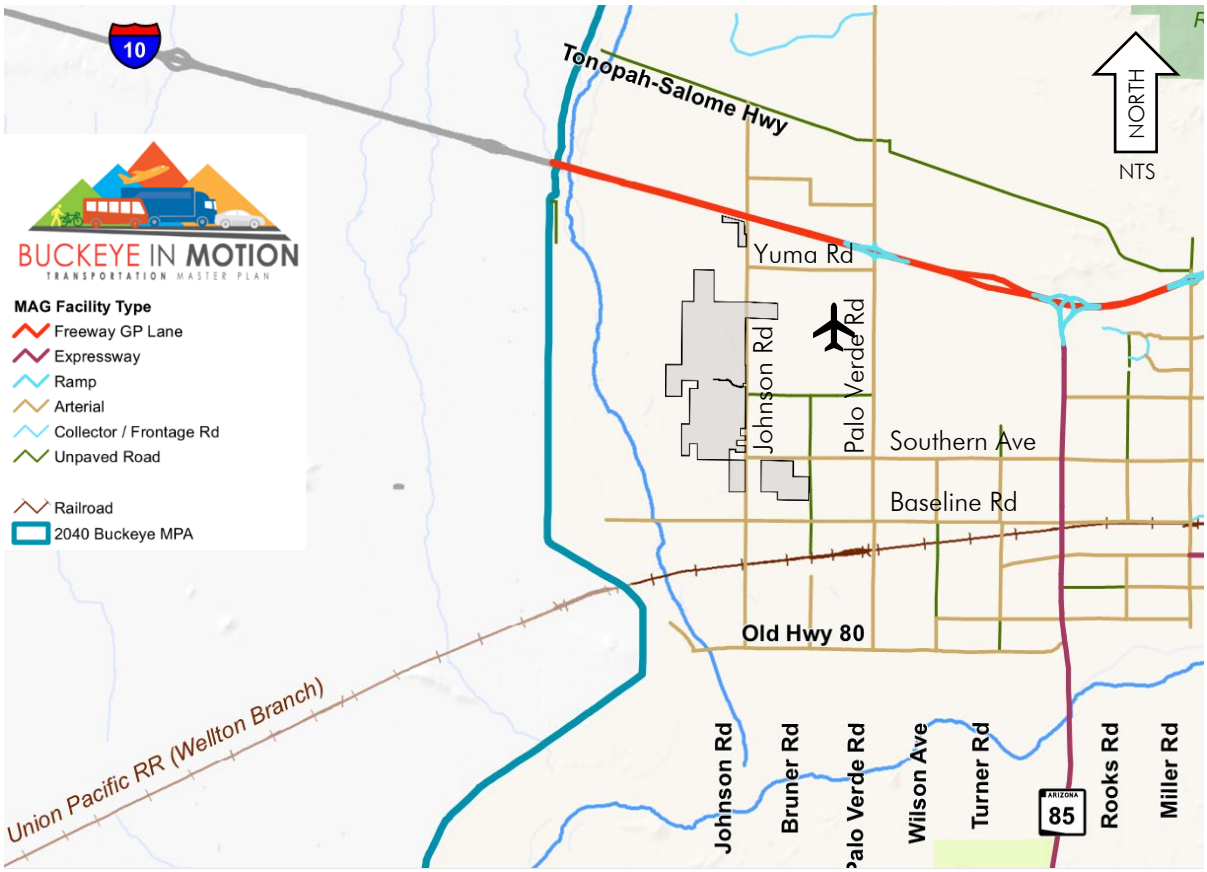



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*Figure 2.5 - Future Street Network* depicts the City's future roadway network as described in the 2019 Buckeye in Motion Transportation Master Plan (the "TMP"). The principal routes include the Parkway classification. Yuma Road and Southern Avenue are the principal east/west Parkway routes. Palo Verde Road is the principal north/south Parkway route. Johnson Road is the major arterial serving the Property. From SR 85, the Broadway Road alignment swings south to the half-mile alignment north of Southern Avenue. It then includes a pair of 90-degree jogs before intersecting with Johnson Road. West of Johnson Road the alignment curves north (along the 323rd Avenue alignment) where it eventually intersects with Yuma Road. South of this alignment 323rd Avenue has an Arterial roadway classification.

**FIGURE 2.5 - FUTURE STREET NETWORK**

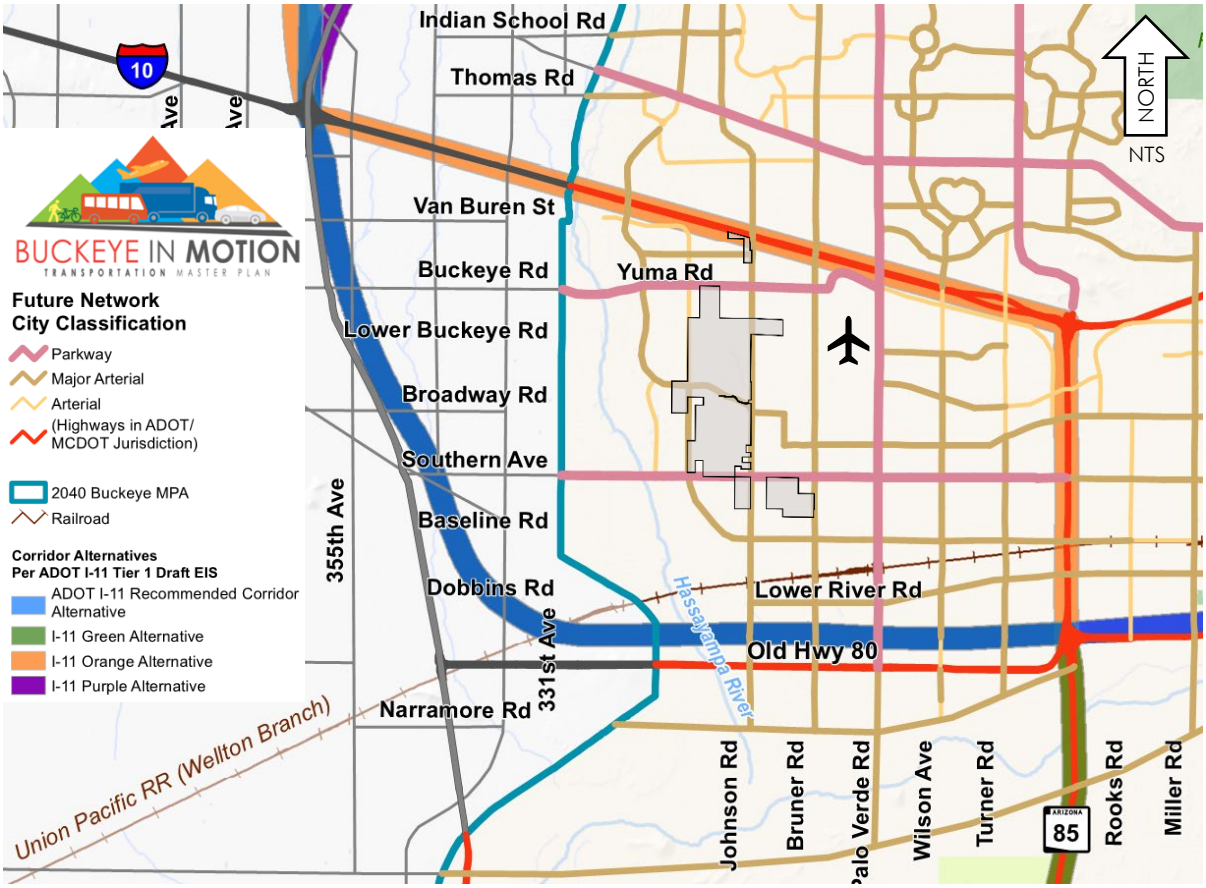
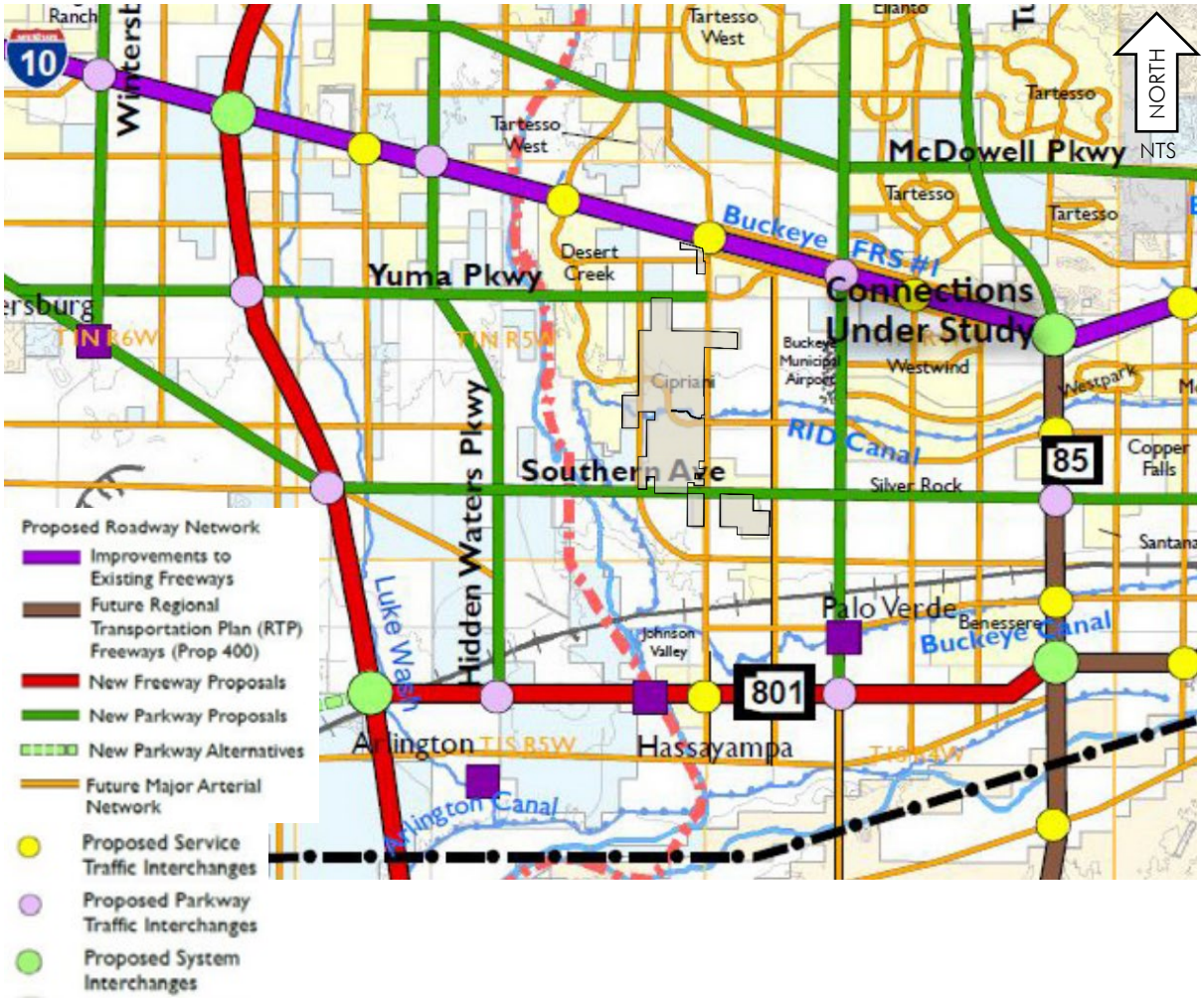


Figure 2.6 - I-10/Hassayampa Valley Transportation Framework Study depicts a portion of the 1-10/Hassayampa Valley Roadway Framework Study by MAG. The study recommends interchange access along I-10 almost every other mile. In addition to access from I-10, access to the conceptual alignments of State Route 801 and Interstate 11 are recommended.

According to the Regional Transportation Plan (the "RTP") by the Arizona Department of Transportation ("ADOT"), Federal Highway Administration ("FHWA") and MAG, the State Route 801 (renamed State Route 30) study area extends from State Route 202 to State Route 303 on an alignment between Lower Buckeye Road and Baseline Road.

**FIGURE 2.6 - I-10/HASSAYAMPA VALLEY TRANSPORTATION FRAMEWORK STUDY**





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## 2.2. AIRPORT

The Buckeye Municipal Airport is located approximately a half-mile east of the Property. The Property is outside of the Airport Overlay District (the "AOD"). *Figure 2.7 - Airport Overlay District*, from the City's Development Code, depicts the boundary for the AOD. The 65 Ldn contour line is located within the confines of the airport. Additionally, the City's Buckeye Airport Area Plan, a task of the Imagine Buckeye 2040 General Plan, envisions the Buckeye Airport area as a regional employment and retail hub. The CMP supports this vision by providing a framework that places an emphasis on commercial, employment, and light industrial uses.

## 2.3. ROOSEVELT IRRIGATION DISTRICT CANAL

The Roosevelt Irrigation District (the "RID") canal conveys groundwater and treated effluent from the 91st Avenue Water Reclamation Facility (WRF) and delivers water for irrigation of agriculture. The RID canal enters the Property at Johnson Road approximately 900 feet north of the Broadway Road alignment. The canal terminates approximately 2,500 feet west of Johnson Road. A non-operational section of the RID canal extends westerly from Stone House Wash towards the Hassayampa River.

## 2.4. REGIONAL DRAINAGE PATTERNS

The Property is located within the Phoenix Active Management Area and more specifically within the Hassayampa Groundwater Sub-basin. The site generally slopes from the northeast to the southwest towards the Hassayampa River located approximately one mile west of the Property. The elevation at the intersection of Johnson Road and Yuma Road is approximately 1,040 feet above sea level, while the elevation at 315th Avenue and Southern Avenue is approximately 930 feet above sea level. The slope within the Property is roughly one percent with greater variations near wash corridors.

The Property is impacted by offsite runoff along the northern, eastern, and southern boundaries generated primarily by the undeveloped rangeland between the Buckeye Flood Retarding Structure (FRS) No. 1 just north of I-10 and the Property. The offsite runoff generally enters the Property both as sheet flow and within a number of natural wash corridors. The most significant wash corridor within the Property is referred to

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as Hassayampa River Tributary 1E, or "Stone House Wash". The wash is located west of Johnson Road and enters the Property at Yuma Road and exits the Property at Southern Avenue where it then skirts the western edge of the Property. The wash outfalls to the Hassayampa River approximately 1.8 river miles downstream of the Property. The Roosevelt Irrigation District canal terminates east of the wash just north of the Broadway Road alignment. South of the canal termination vegetation within the wash is a result of flows exiting the canal and draining to the wash.

Runoff generated onsite and offsite enters the Property and flows south as sheet flow and within the Hassayampa River tributaries within the Property. Upon exiting the southern boundary of the Property, the combined onsite and offsite runoff enters the Hassayampa River. Both the Hassayampa River Tributary 1E and an unnamed wash corridor near the southwestern corner of the Property were previously designated as Waters of the United States (WOTUS) per Section 404 of the Clean Water Act. The limits of these designations may be re-evaluated by the US Army Corps of Engineers and it is expected that the 404 status for the Hassayampa River Tributary 1E wash will remain, while those for the unnamed wash will be removed.

## 2.5. Environmental Evaluations

To the extent a biological evaluation concludes there are threatened or endangered species within the Property, the Property will be developed in compliance with City, county, state and federal laws. A geotechnical assessment and Phase I Environmental Site Assessment have concluded there are no recognized environmental conditions.

## 2.6. Water Service

The Property is within the City of Buckeye's incorporated limits and water service planning area. Most of the property is in planned Pressure Zone 2, although the small area south of Southern Avenue is in Pressure Zone 1. Existing City-owned water infrastructure within the vicinity of the Property includes two City wells (Wells 12 and 14) approximately one-half mile east of the Property. A third City well (Well 13) is also under construction in the same area. A 12-inch well transmission main runs from the wells east along Yuma Road and then continues south along Johnson Road as a 16-inch main. These wells deliver water to Buckeye's downtown area


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and the transmission main does not have sufficient capacity or pressure for use as a distribution source to the Property.

The City's 2017 Integrated Water Master Plan (IWMP) identified preliminary locations for three water campuses in the vicinity of the Property based on then-assumed water service areas. Per City staff, these locations and associated service areas are flexible and can be refined. As the Property and surrounding areas develop, it is anticipated that only a single water campus may be needed to serve the Property and surrounding areas, which could be located along Johnson Road near Broadway Road. This campus would have two sets of pumps, one for serving property north of Southern Avenue in Pressure Zone 2, with the other set of pumps serving property south of Southern Avenue in Pressure Zone 1.

The Property is divided into planning units, with Planning Unit 2 (PU-2) generally located west of Johnson Road between Yuma Road and Southern Avenue (see also Section 3.2.A. – Planning Units). Depending on anticipated uses as the Property develops, if potable water demands are small (such as data center and warehousing uses) and the total potable and industrial process water demand does not exceed 2,000 acre-feet per year (AFY), the first parcels to develop and all of PU-2 may be served potable water and industrial process water by private onsite wells as long as appropriate groundwater withdrawal rights are in place in accordance with Arizona Department of Water Resources (ADWR) requirements. One or more private fire storage tanks and booster pump stations would be constructed to meet fire flow requirements. In this scenario, the wells, storage, and booster pumps would be privately owned and operated.

An alternative to this scenario for PU-2 is to drill and develop two wells to City standards. These wells, together with waterlines to each parcel (or group of parcels), would be owned and operated by the City and would provide water for industrial cooling and fire protection purposes. Water would be metered at parcel property lines. Parcels would then provide onsite private piping, storage tanks and booster pumps to meet fire protection requirements and for industrial cooling water. In this scenario, exempt (pumping rate less than 35GPM per ARS 45-454) private wells would be drilled by parcels to provide potable water.

If, at the time of development, the landowner decides that one of the above

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scenarios are not desired, a minimum of two wells would be drilled and equipped to City standards and the first phase of a City-owned water campus would be constructed. Additional wells, including a redundant well, would be drilled if the water demands exceed the capacity of the first two wells. Supply redundancy may also be provided by connecting to the well transmission main along Johnson Road. This connection would be controlled by valves or other devices that allow the City to have complete control over the water from the City-owned water campus to the City's transmission main and vice versa, to ensure that the connection only flows when there is excess capacity in the system and when doing so does not negatively impact the existing service area. At the discretion of the developer and subject to agreements with Roosevelt Irrigation District (RID), process water may also be provided by RID and conveyed to the Property via the RID Canal, which terminates on the Property. The Developer is also considering the possibility of utilizing treated effluent which, subject to agreements with appropriate parties being in place and the right to do so being issued by the effluent provider, could be conveyed to the Property through underground storage and recovery and/or through a wheeling agreement with RID.

## 2.7. WASTEWATER SERVICE

The Property is within the City of Buckeye wastewater service planning area. There is no existing wastewater infrastructure within the vicinity of the Property. The City's 2017 IWMP identified preliminary locations for future water reclamation facilities (WRFs) to treat flows from the region, and also identified preliminary sewer shed boundaries for each WRF, one of which generally follows the RID canal and bisects the Property. Per the City, the WRF locations and sewer shed boundaries identified in the 2017 IWMP are preliminary and can be adjusted as the Property and surrounding area develop. Since the City is supportive of larger regional service areas for each WRF and the Property and surrounding area generally slope to the south, it is anticipated that flows from the Property and surrounding area can be served by a single regional WRF near the southern end of the Property at full buildout.

Depending on anticipated uses as the Property develops, wastewater flows from the Property may be insufficient to support the first phase of a regional WRF. Wastewater captured after multiple cycles of a data center cooling process or other industrial


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processes may be of inappropriate quantity and/or quality to discharge directly to a WRF and may instead be discharged to evaporation ponds or processes, or to the ground pursuant to an Aquifer Protection Permit for groundwater recharge. The City has indicated that, if the Property's initial wastewater flows to be directed to treatment are small (e.g., typical of flows from light industrial, warehousing, etc.), the development may be served by one or more septic systems. If the buildout wastewater flows from one or more parcels within the Property are anticipated to exceed the flow that the City and ADEQ allow for individual septic systems, those parcels may be dry piped for sewer service at the time of development so they can be easily connected to a regional gravity sewer system as the larger region builds out and a regional WRF is constructed.

As the Property develops, if wastewater flows from one or more parcels are projected to exceed what the City and ADEQ allow for septic systems but are not sufficient enough to support the first phase of a regional WRF, a temporary WRF may be constructed to handle the flows on an interim basis until the first phase of the permanent WRF is brought online.

PU-2 is anticipated, but not required, to be developed in its entirety for Data Center and Data Center related uses as defined in Section 6. Due to the low number of employees associated with this use, septic systems may be used as a permanent wastewater solution as long as ADEQ standards for septic systems are met.

## 2.8. ENCUMBRANCES

The Property is an assemblage of parcels as described in *Appendix A – Legal Description*. The Property is encumbered by some existing easements and rights-of-way. The abandonment and/or realignment of these easements and rights-of-way is anticipated and required to allow for development appropriate to the vision of the CMP.

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# 3. COMMUNITY MASTER PLAN FRAMEWORK

Pursuant to the City of Buckeye Development Code (the "Development Code"), the purpose of the CMP is to a) permit and encourage innovative land development while maintaining appropriate limitations on the character and intensity of use and assuring compatibility with adjoining and nearby properties; b) to permit greater flexibility within the development to best utilize the physical features of the particular site in exchange for greater public benefits than would otherwise be achieved through development under the Development Code; and c) to encourage integrated and unified design and function of the various uses comprising the CMP.

This CMP, as the implementation tool of the Planned Community zoning district ("PC District"), establishes: 1) an overall vision for the Property, 2) the primary framework for improvements within the Property, 3) sets forth a logical planning process appropriate for phased improvements, and 4) defines the standards and regulations that govern the development. As more detailed planning occurs, additional information will be provided to ensure that the necessary infrastructure is available to serve the future uses within the Property.

The CMP focuses on a range of possible uses and development standards to create appropriate built form without pre-mandating specific solutions. For example, a business park looking for a site near the Airport can use this CMP to identify possibilities. While the CMP does not specify exactly where a business park must be located, it proposes a set of options.

The key to achieving the needed flexibility are the land use and infrastructure development standards that are applied to the development of the Property. Land use designations guide the character and quality of the built environment allowing for a range of acceptable uses to occur and evolve over time. Market forces and conditions may direct the timing for the development of individual components within the Property.

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## 3.0. RELATIONSHIP WITH THE DEVELOPMENT CODE

The uses, development standards, densities and other provisions as provided in this CMP and the Development Agreement, as amended, shall govern the development of the Property to the extent that these conflict with the City of Buckeye Code of Ordinances, rules, regulations and standards of development including, but not limited to, resolutions, design, detail, official policies and procedures (collectively, as amended or adopted from time to time, the "Laws and Regulations"). Otherwise, the Laws and Regulations in effect at the time of development and/or the issuance of a permit to construct or make improvements, which includes construction of any public infrastructure required pursuant to this CMP or the Development Agreement, shall apply to the Property. To the extent changes to the Laws and Regulations not attributed to the future laws and regulations paragraph below cause a significant, negative impact on the cost or constructability of the improvements, the Parties agree to utilize the dispute resolution procedure outlined in the Laws and Regulations section of the Development Agreement, as amended.

Future laws and regulations shall apply to the Property, regardless of the impact on the development of the Property, if such future laws and regulations are required or mandated by federal, state or county law or regulation; required or imposed by judicial or regulatory action; or are necessary to alleviate or otherwise contain threats to public health or safety. The applicability of future changes in the Laws and Regulations will be construed as a condition to development imposed by operation of law.

## 3.1. COMMUNITY MASTER PLAN HIERARCHY

The CMP is the first level of planning and sets forth the regulatory framework for the development of the Property. It establishes planning units, a land use budget, land use designations, permitted uses, and development standards. These framework elements guide development within the Property to occur in a manner that can accommodate the market, surrounding conditions, and redevelopment of the Property over time.

### A. PLANNING UNITS

The Property is divided into planning units (together, the "Planning Units",


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individually, a "Planning Unit"). See *Figure 3.1 – Planning Units*. The Planning Units are conceptual in nature and do not necessarily define a development parcel boundary, but rather identify areas of land within the Property to phase the environmental and infrastructure analyses. Planning Units are used to further define the Land Use Budget. A Planning Unit boundary, or portion thereof, may be reasonably adjusted to follow a lot line, tract boundary or roadway as ultimately platted or constructed. It is anticipated that Planning Units will contain multiple parcels.

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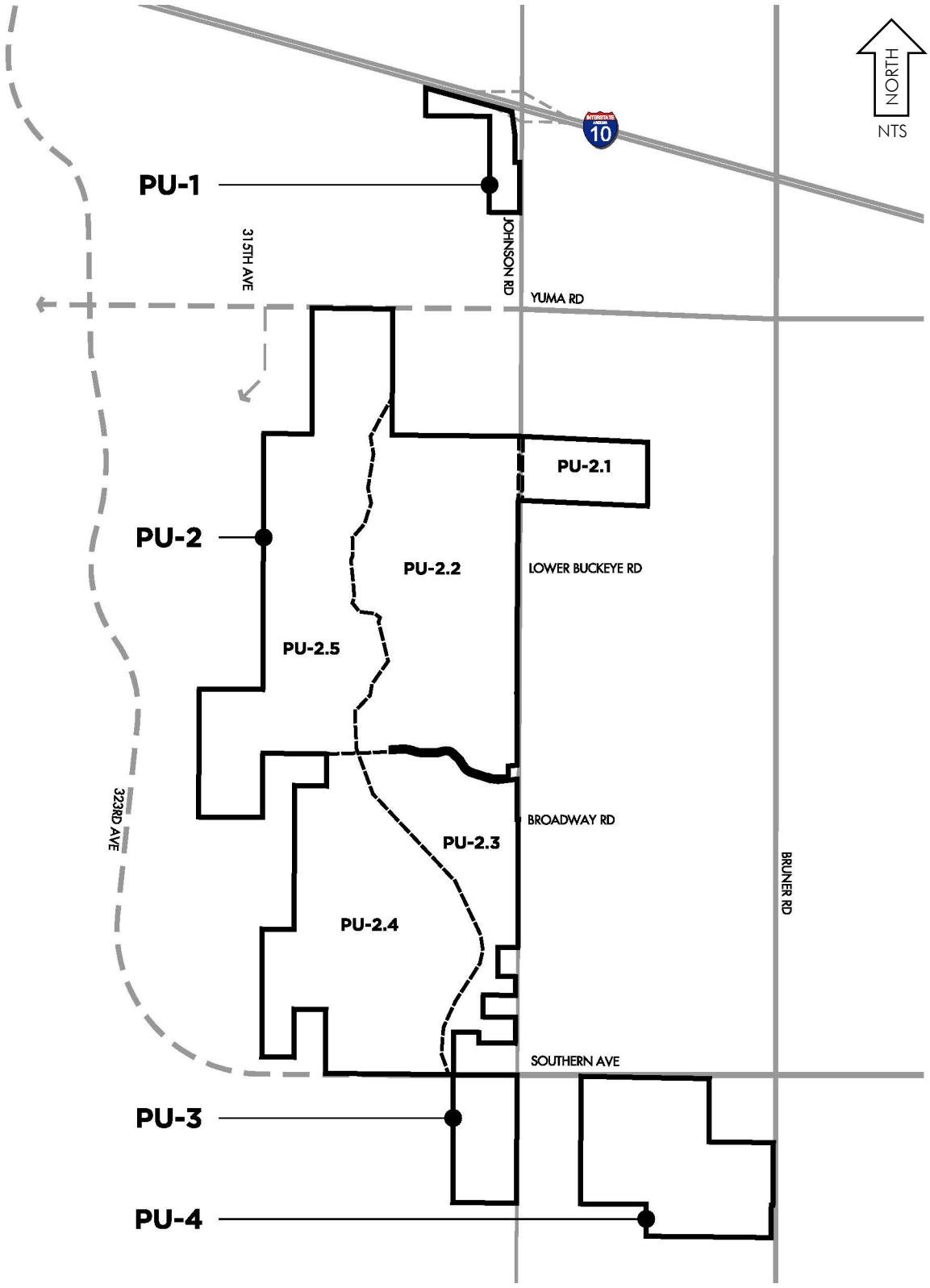
## FIGURE 3.1 - PLANNING UNITS





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## B. Master Reports

Infrastructure planning will occur at various times and at increasing levels of detail as the Property develops. The CMP provides an overview concept of the infrastructure planning for the Property. To assure that the development and intensities proposed can be reasonably accommodated in an orderly fashion, master reports for water, wastewater, drainage, and transportation (individually a "Master Report" and collectively the "Master Reports") will provide an additional level of analysis for infrastructure planning for the Property.

Master Reports will be provided prior to development within a Planning Unit. The Property will be developed in phases; accordingly, a Master Report, or Planning Unit Plan, may be prepared for the specific Planning Unit, or a portion thereof, in which development will occur rather than the entire Property. Updates to a Master Report may be required by the City Engineer if significant changes are made to the assumptions utilized to prepare the Master Report. Master Reports may be amended with the approval of the City Engineer. The scope of an update is limited to the Planning Unit, or portion thereof, necessitating the need for an amendment. Because these reports may be updated throughout the development of the project, they will be administratively reviewed and approved by the City separate from this CMP.

Ultimate improvements will be based on actual site plans and subdivision plats. A site-specific infrastructure report shall be developed, as necessary, and submitted with a subdivision plat or site plan for that specific subdivision plat or site plan. A site-specific infrastructure report is not required when a subdivision or development plan is equally or less intense than that assumed in the Master Report. This does not preclude the need to provide a basis of design report for water, sewer, or drainage with a development plan.

## C. Environmental Analysis

Similar to the Master Reports, required environmental analyses may be prepared for the specific Planning Unit or specific site where development will occur rather than the entire Property.

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## D. LAND USE BUDGET

*Figure 3.2 - Land Use Budget* sets forth the minimum and maximum amount of intensities and densities for the Property as a whole. The intensity and density are subject to the Land Use Designation at the time of site plan or subdivision plat approval and are dependent on several conditions including drainage, topography, and infrastructure.

### FIGURE 3.2 - LAND USE BUDGET

| Land Use Designation | *acres* | Commercial *sf max* | Light Industrial *sf max* | Open Space *acres min* |
|---|---|---|---|---|
| Planning Unit 1 | 39.7 | | | 6.0 |
| Planning Unit 2 | 1,720.8 | | | 172.1 |
| *2.1* | *78.3* | | | *7.8* |
| *2.2* | *483.7* | | | *48.4* |
| *2.3* | *205.4* | | | *20.5* |
| *2.4* | *456.4* | | | *45.6* |
| *2.5* | *497.0* | | | *49.7* |
| Planning Unit 3 | 80.0 | | | 12.0 |
| Planning Unit 4 | 224.6 | | | 33.7 |
| **TOTAL** | **2,065.1** | NOT LIMITED | NOT LIMITED | **223.7** |

Notes:

1. Open space required to meet the minimum requirements shall be designated OS
2. Open Space required for one planning unit may be provided in another planning unit
3. Planning Unit areas are net existing rights-of-way (gross area = 2,087 acres)

## E. SITE PLANS AND SUBDIVISIONS PLATS

The most detailed level of planning and development review occurs with the approval of a final site plan and/or a subdivision plat. This level of planning provides site specific details of individual parcels and will identify land use and the location of buildings. When required, detailed site plans and subdivision plats will be prepared, submitted for review, and approved by the City, following City process, before development occurs on a particular portion of the Property. Submissions at the site plan and subdivision plat level will be of sufficient detail to ensure appropriate transitions between different developments, adequate infrastructure is provided, and to facilitate the implementation of the CMP and Master Reports.


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### F. Development Standards

The development standards described in the CMP, as may be amended, (the "Development Standards") are intended to provide for the integration of a variety of public and private uses in relatively close proximity to each other. The Development Standards are an integral part of the Rules and will guide development in a manner that achieves the overall vision for the Property.

## 3.2. Review and Approval Process

A Planning Unit Plan (a "PUP") includes master reports for water, wastewater, drainage, and transportation for a Planning Unit, or a portion of a Planning Unit provided the area is at least 160 acres. The PUP establishes a framework for the infrastructure systems within a Planning Unit. In addition to the Master Reports an environmental analysis may be prepared and submitted for an entire Planning Unit, or a portion of a Planning Unit, instead of being prepared on a site-by-site basis. A PUP shall establish a landscape planting theme to create a sense of cohesion along arterial roads and parkways. A PUP shall establish conceptual locations and character for thematic signage along arterial roads and parkways. A PUP shall be submitted to the City for review and approved by the Planning and Zoning Commission prior to the approval of a site plan or subdivision plat within the applicable Planning Unit. A preliminary concept illustrating the potential designation of land uses may be included with a PUP application, however, the land use designations shall be interpreted as concept only. Conceptual land use designations may change without notice and do not require an amendment to a PUP. Actual land use designations will be determined at time of site plan and subdivision approval.

All site plans, permits, and other approvals (including, without limitation, substation and utility service approval requests) are administrative applications, and the Development Services Director has final approval authority for all such applications. Final plats and/or minor subdivisions that dedicate right-of-way require City Council approval unless the City approves an administrative approval process. Neighbor notifications are not required, except when improvements, other than landscape, walls, fencing, and entry drives, are within fifty (50) feet of the exterior perimeter of the Property or within 300 feet of an adjacent residential use.

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Upon receipt of a complete site plan application, the Development Services Director shall review all aspects of the application and provide the applicant with review comments or approval as soon as practicable following receipt of such application, and may approve an application with conditions to be completed during construction or require resubmittal with changes prior to approval.

To assist with the timing of a project, at-risk clearing, grading, and/or utility permits will be issued prior to approval of improvement plans when plans related to the at-risk improvements are submitted to, reviewed, and approved by the City. Reviews and approvals shall occur in a timely manner. All other permit requests (including building permit requests) shall be reviewed and issued in accordance with the City process, unless otherwise set forth in the Development Agreement.

## 3.3. DEVELOPMENT PHASING

The Property will be developed in multiple phases within each planning unit, in no particular order, both concurrently and in multiple stages, as market conditions warrant. Each phase will be responsible for the construction of half street improvements for those streets that are adjacent to the phase. Each phase may also be responsible for street improvements beyond the adjacent frontage (Offsite Streets), but only to the extent those Offsite Streets would no longer provide an acceptable level of service due to the increased traffic generated by the phase of development, as determined by a traffic impact analysis, which shall be reviewed and approved by the City.

Other infrastructure improvements, such as utilities, can be designed and sized to serve each phase of development, however, where practical, waterlines and sewer lines will be sized for the Property at buildout so that other parallel lines are not required at a later phase of development. The City may request the upsizing of infrastructure to serve lands beyond the Property. In such instances, the City will provide an agreement for reimbursement by the City and/or benefitted landowners, for the infrastructure oversizing.


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## 3.4. AMENDMENTS TO THE COMMUNITY MASTER PLAN

Amendments to the CMP may be necessary from time to time for various reasons. Amendments may be limited to one or more portions of the Property and any proposed change will not extend to or affect the remainder of the Property unless specifically included in the area specified by the proposed amendment. After City approval, an amendment shall be attached to the CMP as an addendum and become a part of the CMP.

Major and Minor Amendments to this CMP shall be submitted and approved in accordance with the process set forth in the Development Code; provided, however, that a request for a minor amendment shall be approved administratively if the amendment does not meet the criteria for a Major Amendment, and (i) will not materially and adversely affect adjacent land uses and the physical character of uses in the immediate area of the Property or the portion of the Property that is subject of the amendment; and (ii) will be generally consistent with the purposes of the CMP. A request to refine a Land Use Designation area along Stone House Wash to more closely align with the wash corridor and adjacent improvements is considered a minor amendment. An appeal of a decision shall be made per the standard City appeal process. A minor amendment does not require public notice or hearing.

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## 3.5. AGRICULTURAL OPERATIONS

Agricultural and ranching operations are permitted to continue. The continued agricultural and ranching operations shall not be a basis for a claim of noncompliance with the zoning. As portions of the Property develop the agricultural and/or ranching operation in the affected portions of the Property shall cease.


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# 4. LAND USE DESIGNATIONS

Land use designations establish the development standards and allowed uses applicable to a specific property. At the time of a preliminary site plan or subdivision plat submittal, the proposed land use designation(s) for the site, or portion of the site, shall be identified. At the time of a final site plan or subdivision plat submittal, the specific land use designation(s) shall be selected and, upon approval, assigned to the land. Improvements must conform to the development standards of the designated land use designation. Uses that are ancillary to the primary use are permitted even when listed as a permitted use. Applicable land use designations for the Property (a "Land Use Designation" or the "Land Use Designations") are described in this section. More than one (1) Land Use Designation may be assigned to a parcel.

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## 4.1. OPEN SPACE LAND USE DESIGNATIONS

Land use designations for open space uses (Open Space Land Use Designations) includes:

### A. OPEN SPACE (OS)

Often development may include a range of uses from active recreational uses to passive native character open space uses. Typical OS designations include conservation areas, parks, trails, washes, detention/retention basins, drainage corridors, landscape areas (including street landscape tracts); among others. OS areas may include improvements such as lighting, paths, trails, and benches;, however landscape areas, including Stonehouse Wash do not require improvements. Improvements that encourage or attract public use are discouraged within PU-2 given the intention to develop a secure Data Center technology park.

*Figure 4.1 - Open Space Land Use Designation* identifies the locations OS designations are permitted. *Figure 4.6 – Land Use Designation Development Standards* defines property development standards for OS designations. *Figure 4.5 - Allowed Uses* defines uses permitted within an OS designation.


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**FIGURE 4.1 - OPEN SPACE LAND USE DESIGNATION**




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## 4.2. COMMERCIAL LAND USE DESIGNATIONS

Land use designations for commercial uses (Commercial Land Use Designations) include:

### A. COMMERCIAL (C)

Often development that may include community and regionally related commercial uses such as retail, big box development, transportation related facilities, airport related facilities, freeway related facilities, office parks, general business, warehousing, medical facilities, research and development facilities, business parks, and clean manufacturing (such as Honeywell, Intel, or Microsoft). The regional commercial service area may extend beyond the City.

*Figure 4.3 - Commercial Land Use Designation* identifies the locations C designations are permitted. *Figure 4.6 – Land Use Designation Development Standards* defines the property development standards for C designations. *Figure 4.5 - Allowed Uses* defines uses permitted within C designations. See also Section 4.3.A. Light Industrial.


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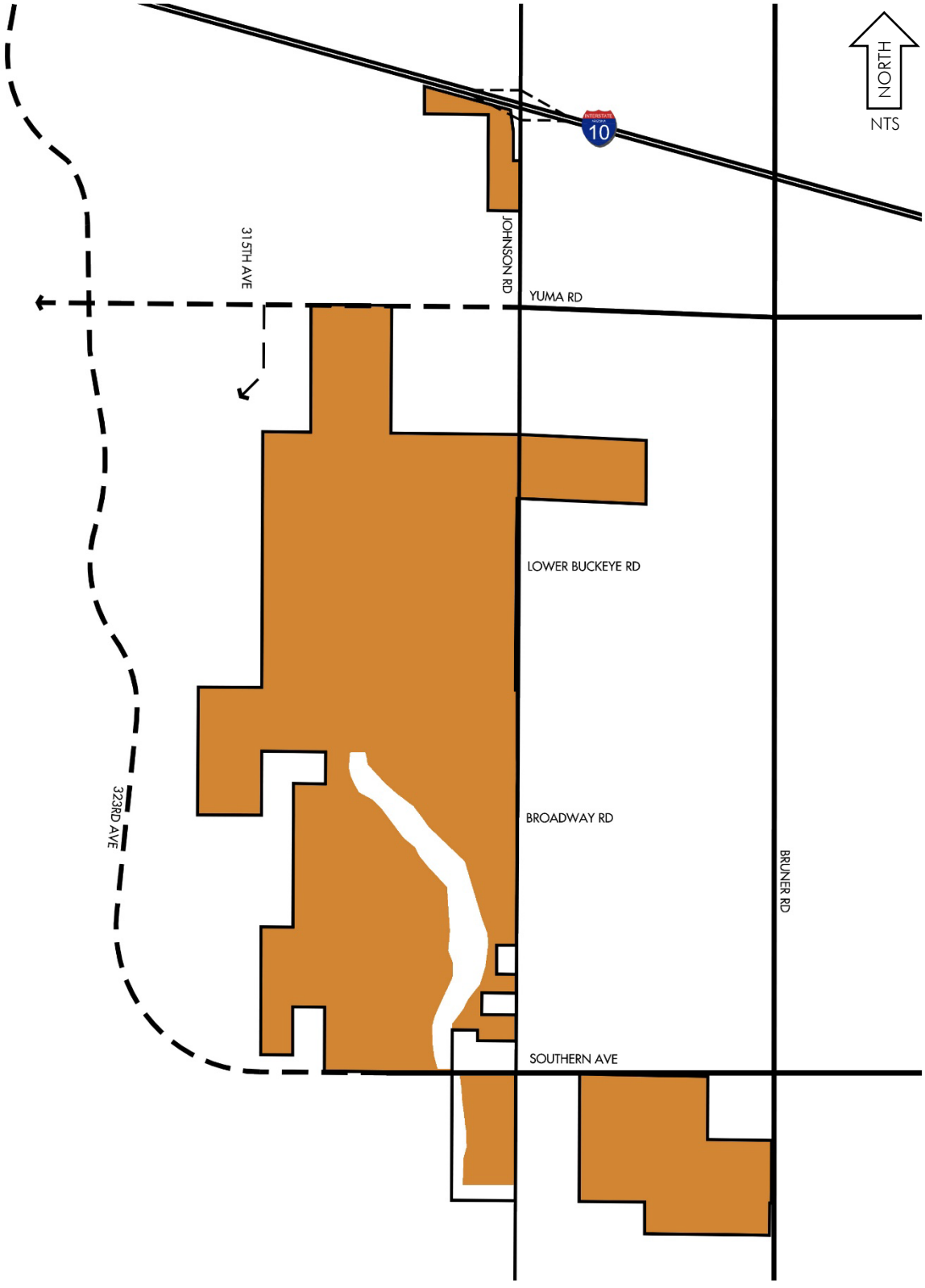
## FIGURE 4.3 - COMMERCIAL LAND USE DESIGNATION

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## 4.3. LIGHT INDUSTRIAL LAND USE DESIGNATIONS

Land use designations for light industrial uses (Light Industrial Land Use Designations) includes:

### A. LIGHT INDUSTRIAL (LI)

Often big box development with uses that may include transportation related facilities, airport related facilities, freeway related facilities, warehousing, medical facilities, business parks, research parks, high-tech industry, clean manufacturing (such as Honeywell, Intel, or Microsoft), and Data Centers.

*Figure 4.4 – Light Industrial Land Use Designation* identifies the locations LI designations are permitted. Approximately ten (10) acres of land in PU-1 are excluded from LI at the intersection of I-10 and Johnson Road and approximately ten (10) acres of land in PU-3 are excluded from LI at the intersection of Southern Avenue and Johnson Road to provide an opportunity for commercial uses to occupy these areas. The length and width of these areas may vary so long as a useable parcel is provided. *Figure 4.6 – Land Use Designation Development Standards* defines the property development standards for LI designations. *Figure 4.5 - Allowed Uses* defines uses permitted within an LI designation.


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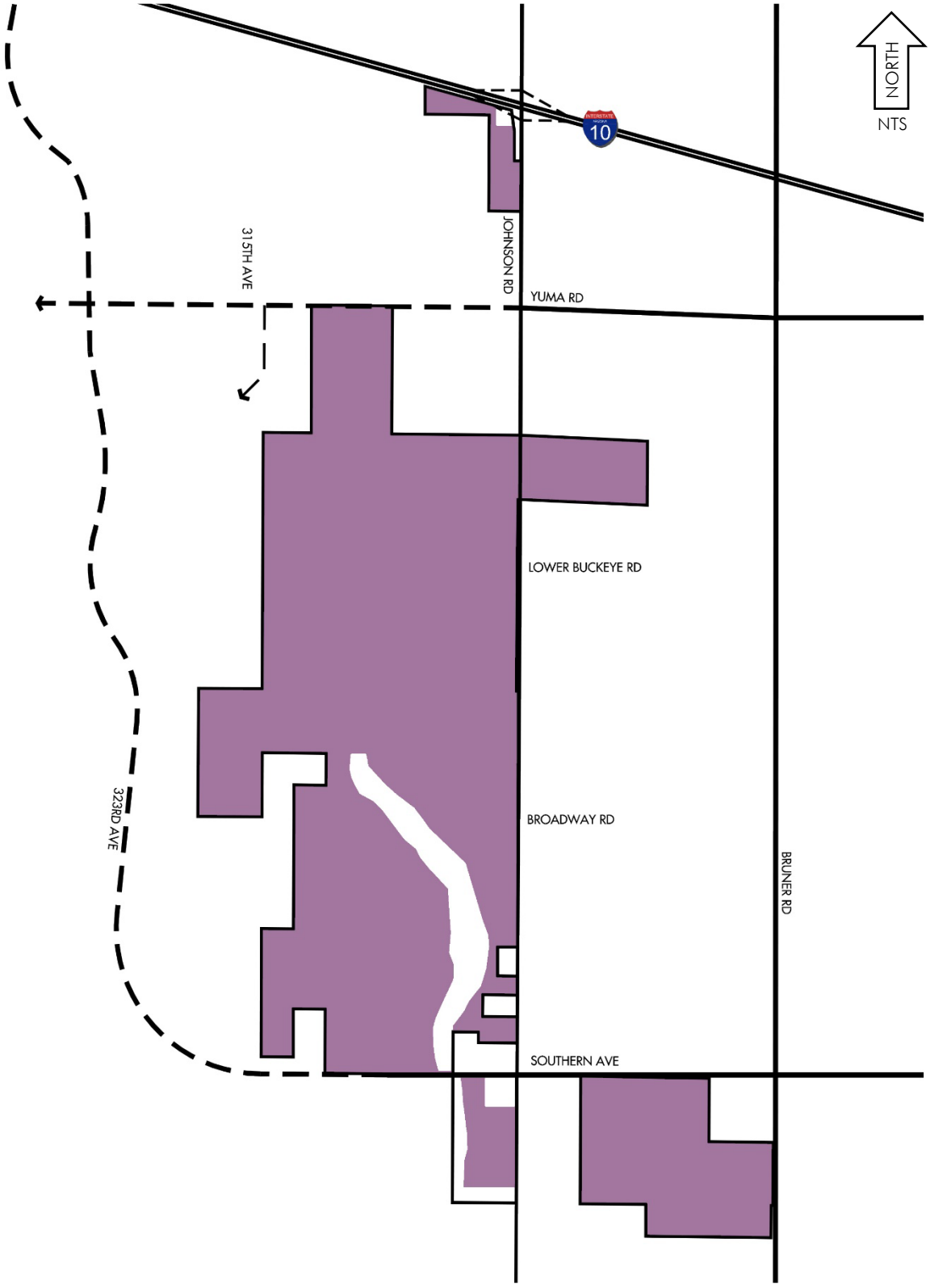
**FIGURE 4.4 – LIGHT INDUSTRIAL LAND USE DESIGNATION**

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## 4.4. ALLOWED USES

*Figure 4.5 - Allowed Uses* lists the principal uses permitted within each Land Use Designation. A cell with a "P" indicates that the use is allowed by right within the designated Land Use Designation and requires either a site plan approval or subdivision plat approval. A cell with a "U" indicates that is allowed by right within the designated Land Use Designation and requires either a site plan approval or subdivision plat approval that is subject to the applicable Use Standards set forth in Section 4.6. - Use Standards. The applicable Use Standards that apply are indicated in the same row of the use in the Use Standard column. A blank cell indicates that the use is prohibited within the designated Land Use Designation. It is anticipated that PU-2 will be developed primarily with Data Center and Data Center related uses as defined in Section 6.

**FIGURE 4.5 - ALLOWED USES**

| LAND USE DESIGNATION | | OS | C | LI | USE STANDARD |
|---|---|---|---|---|---|
| Community Service | Community Recreation Center | P | P | P | |
| | Government admin. and civic buildings | P | P | P | |
| | Public safety facility | P | P | P | |
| | Religious assembly | | P | | |
| | Social service facility | | P | | |
| Cultural Facility | Art gallery or museum, public | | P | | |
| | Library, public | P | P | | |
| Day Care Facility | Day care, commercial | | P | P | |
| | Day care, residential | | | | |
| Education | College or university | | P | | |
| | ~~Private~~ elementary or middle school | | P | | |
| | ~~Private~~ high school | | P | | |
| | Technical and trade schools | | P | P | |
| Healthcare Facility | Medical office or clinic, *including emergency care* | | P | P | |
| | Hospital | | P | | |
| Medical Marijuana Dispensary | Medical marijuana dispensary | | | | |
| | Medical marijuana cultivation | | | | |


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| LAND USE DESIGNATION | | OS | C | LI | USE STANDARD |
|---|---|---|---|---|---|
| **Parks and Open Space** | Arboretum, botanical garden | P | | | |
| | Community playfields and parks | P | | | |
| | Sports facilities | P | P | P | |
| | Tennis courts, private or common area | P | P | P | |
| | Retention basins and drainage facilities | P | P | P | |
| | Trails and paths | P | | | |
| | Parks, *open space,* and nature preserves~~, not-for-profit~~ | P | P | P | |
| **Communication Facility** | Tower (including any facility with a tower) | U | U | U | 1, 4 |
| | Tower colocation (no height increase) | P | P | P | |
| | Broadcasting or recording studio, with tower | | | P | |
| | Broadcasting or recording studio, without tower | | P | P | |
| | Satellite earth station | | | P | |
| | Transmitting station, without tower | | P | P | |
| **Transportation Facility** | Airport | | | | |
| | Bus Terminal | | P | P | |
| | Heliport | | P | P | |
| **Utility** | Solar generation station | | | P | |
| | Utility facility, major | | | P | |
| | Utility facility, minor | | P | P | |
| **Agriculture and Ranching** | Agriculture | | | | |
| | Commercial ranch | | | | |
| | Dairy | | | | |
| | Meat processing | | | | |
| | Tanneries | | | | |
| | Residential ranch | | | | |
| **Animal Sales and Services** | Animal hospital | | P | | |
| | Animal pet shop, retail | | P | | |
| | Animal training school | | P | P | |
| | Kennel, indoor | | P | P | |
| | Veterinary clinic | | P | P | |
| **Assembly** | Assembly hall, private | U | P | | *5* |
| | Auditorium, private | U | P | | *5* |
| | Fraternal or social club, nonprofit | U | P | | *5* |
| | Country club, private membership | P | P | | |
| **Financial Service** | Banking and financial services | | P | | |
| | Financial institution, with drive-through | | P | | |
| | Financial institution, w/o drive-through | | P | | |

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| LAND USE DESIGNATION | | OS | C | LI | USE STANDARD |
|---|---|---|---|---|---|
| Food and Beverage Service | Food sales, wholesale | | | P | |
| | Bar, lounge, or tavern | | P | | |
| | Catering service | | | P | |
| | Drive-in restaurant | | P | | |
| | Farmers market | | P | | |
| | Nightclub | | P | | |
| | Restaurant, with drive-through | | P | | |
| | Restaurant, without drive-through | | P | | |
| Office | Office, business or professional | | P | P | |
| | Research laboratory | | | P | |
| Recreation and Entertainment, Outdoor | General outdoor recreation, commercial | | P | P | |
| | Golf course, unlighted | P | | | |
| | Golf course / driving range, lighted | P | P | | |
| | Major entertainment facility, outdoor | | P | P | |
| | Racetrack (auto, dog, horse) | | | | |
| | RV campground | | | | 9 |
| | RV park | | | | 9 |
| | Shooting range, outdoor | | | | |
| | Zoo | | | | |
| Recreation and Entertainment, Indoor | Art gallery or museum, private | | P | | |
| | Fitness and recreational sports center | | P | P | |
| | General indoor recreation, commercial | | P | P | |
| | Major entertainment facility, indoor | | P | P | |
| | Movie theater | | P | | |
| Personal Services | Dry cleaning and laundry service | | P | P | |
| | General personal services | | P | | |
| | Instructional services or trade school | | P | P | |
| Retail (Sales) | Alcoholic beverages, retail sale | | P | | |
| | Convenience store with gas sales | | P | P | |
| | Feed store | | | P | |
| | General retail | | P | | |
| | Large retail | | P | | |
| | Nursery and plant sales, wholesale | | | P | |
| | Plant sales, retail | | P | | |
| | Sexually oriented business | | | | |
| Vehicles and Equipment | Boat, RV sales and rental | | P | P | |
| | Car wash | | P | P | |
| | Gasoline sales | | P | P | |
| | Parking structure | | P | P | |
| | Truck stop | | U | U | 2, 3, 4, 9 |
| | Truck repair and overhaul | | | P | 9 |
| | Vehicle sales and rental | | P | P | |


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| LAND USE DESIGNATION | | OS | C | LI | USE STANDARD |
|---|---|---|---|---|---|
| | Heavy equipment sales and service | | | P | |
| | Vehicle service and repair, major | | | P | 9 |
| | Vehicle service and repair, minor | | P | P | 9 |
| Visitor Accommodation | Bed and breakfast | | | | |
| | Hotel or motel | | P | | |
| | Resort | | P | | |
| Industrial Service | Building material sales, indoor retail | | P | P | |
| | Building material sales, outdoor or wholesale | | | P | |
| | Drilling company, with outside storage | | | | 9 |
| | Drilling company, without outside storage | | | | |
| | General industrial service | | | P | |
| | Data Center | | | P | |
| Manufacturing and Production | Assembly, light | | | P | |
| | Mfg., heavy | | | | |
| | Mfg., light | | | P | |
| Warehouse and Freight Movement | Mini-storage, indoor | | U | P | 6, 8 |
| | Mini-storage, outdoor | | U | P | 7, 8, 9 |
| | Motor freight terminal | | | P | 9 |
| | Storage yard, as an ancillary use | | P | P | 9 |
| | Office warehouse | | | P | |
| | Warehouse | | | P | |
| | Wholesale establishment | | | P | |
| Waste and Salvage | Auto wrecking and salvage yard | | | | |
| | Recycling center, outdoor | | | | |
| | Recycling center, indoor | | | U | 1 |
| | Landfill | | | | |
| Temporary Uses | Antennas | U | U | U | 1 |
| | Expansion or replacement facilities | U | U | U | 1 |
| | Facilities and storage incidental to a construction project | U | U | U | 1 |
| | Food trucks; mobile food vendor | | U | U | 1 |
| | Office space / equipment storage | | U | U | 1 |
| | Retail sales | | U | U | 1 |
| | Roadside stand | | | | |
| | Sales office | | U | U | 1 |
| | Other | U | U | U | 1 |

*Note: Uses to occur within an enclosed structure unless otherwise specified or inherent to the nature of the use.*

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## 4.5. USE STANDARDS

1. per Development Code conditions
2. overnight truck parking area(s) must be fully screened from arterial streets, parkways, freeways, and from the perspective of adjacent properties developed with residential and/or commercial uses excluding commercial uses related to the truck parking
3. truck parking areas greater than three (3) acres must install and maintain trees in a manner that breaks up large areas of asphalt and provides shade so that there are no more than fifteen (15) contiguous truck parking stalls in a row
4. a cell tower shall be stealth design when highly visible along an arterial or parkway, however, a cell tower within an industrial area that is screened, or partially screened by a building is not required to be stealth design
5. must be public or semi-public facility
6. storage facilities located along a parkway or arterial road shall include architectural or landscape enhancements along the parkway or arterial road and not simply be a line-up of garage storage units; storage garage units should be located more interior to a site
7. provide screening (i.e., an eight (8) tall wall) to obscure visibility into the site from surrounding streets and adjacent properties
8. Mini-storage uses, both indoor and/or outdoor, may not exceed 150 feet in frontage adjacent to an arterial or parkway street or freeway
9. Uses with dedicated vehicular storage/overnight parking areas (such as those associated with truck stops) may not exceed 150 feet in frontage adjacent to an arterial or parkway street or freeway, unless the vehicular storage/parking area is screened from view of the adjacent streets, as demonstrated by a sight line study provided with a site plan for that development phase

## 4.6. LAND USE DESIGNATION DEVELOPMENT STANDARDS

*Figure 4.6 – Land Use Designation Development Standards* defines the property development standards for each Land Use Designation.


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## FIGURE 4.6 – LAND USE DESIGNATION DEVELOPMENT STANDARDS

| Land Use Designation | OS<br>Open Space | C<br>Commerical | LI<br>Light Industrial |
|---|---|---|---|
| District/Parcel Size (min acres)[1] | NA | NA | NA |
| Parcel/Lot Coverage (max) | NA | NA | NA |
| | | | |
| Parcel Front Building Setback [1] (min ft) | 20 | adjacent to residential - 20 | adjacent to arterial - 40 |
| | | all others - 0 | all others - 20 |
| Parcel Side Building Setback [1] (min ft) | 10 | adjacent to residential - 50 | adjacent to residential - 75 |
| | | all others - 10 | all others - 20 |
| | | or as required to meet fire code when adjacent to C | or as required to meet fire code when adjacent to LI |
| Parcel Rear Building Setback [1] (min ft) | 10 | adjacent to residential - 50 | adjacent to residential - 75 |
| | | all others - 0 | all others - 20 |
| | | or as required to meet fire code when adjacent to C | or as required to meet fire code when adjacent to LI |
| Building Separation (min ft) | per fire code | per fire code | per fire code |
| Building Height [2] (max ft) | 50 | 50 | 100 [3] |
| Landscape Setback | see Section 5.17 Setbacks | | |

[1] when a parcel is part of a larger project the larger project shall be considered the parcel (i.e. a shopping center, business park, industrial park)
[2] 30 feet (2 stories) within 50 feet of the perimter of the Property
[3] building height may increase 1 foot for every 3 horizontal feet away from a building setback up to a maximum height of 145 feet

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# 5. General Development Standards

The general development standards are intended to encourage quality design that helps to reduce the physical, environment, and visual impacts of large buildings as they relate to public streets and residential properties while promoting economic development, protecting adjacent uses, and fostering a positive image for the community.

## 5.1. Access

1. Every parcel shall have a means of legal ingress and egress for the intended use as well as for emergency vehicles. Each lot is not required to be adjacent to a right-of-way.

2. Drive openings onto streets shall be constructed so that 1) vehicles can enter and exit a property without posing any substantial danger to themselves, pedestrians, or vehicles traveling on abutting streets, and 2) interference with the free and convenient flow of traffic in abutting or surrounding streets is minimized.

3. Shared drives and cross access/parking agreements are permitted and encouraged.

## 5.2. Accessory Buildings

Accessory buildings are subject to approval by the City. An accessory building shall not be constructed prior to the construction of the primary building unless otherwise approved by the Development Services Director. Accessory buildings can occupy a total of thirty (30) percent of the setback area of the rear or side setbacks. A single-story accessory building adjacent to a residential use must be a minimum of five (5) feet away from the property line. A two-story accessory building shall adhere to the building setbacks for the assigned land use designation. See *Figure 4.6 – Land Use Designation Development Standards*.

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## 5.3. ARCHITECTURAL CHARACTER GUIDELINES

### . FOUR-SIDED DESIGN AND DESIGN CONTINUITY

Notwithstanding anything to the contrary set forth in Section 5.8.3(B)(2) of the Development Code, facades along a public street and visible to public view, including adjacent residential uses should incorporate architectural detailing on all visible sides of the building. Highly visible blank walls void of architectural detail or other variation should be avoided. For community continuity, each development should incorporate two (2) character elements from a neighboring development within the boundaries of such specific Planning Unit of the CMP. This may be in the form of building character (colors, materials, details, or forms) signage character, landscape character, or other character elements of the community.

### A. BUILDING MASS

Notwithstanding anything to the contrary set forth in Section 5.8.3(D)(2) of the Development Code, buildings should use broad, large-scale architectural gestures to provide variety and modulation in facade and massing to the extent seen from public rights-of-way. Variation at the ground plane should be provided to create transitions in scale and mass as viewed from a public street. The provisions of Section 5.8.3(D)(2) of the Development Code shall not apply to Data Center development in PU-2, or improvements within OS or LI land use designation.

### B. ENTRY WAYS

Each building should provide a well-defined entry sequence for pedestrian and vehicular uses from the street to the building. Secondary entrances should be easily accessible and convenient to building parking and delivery areas, but not be dominant. Building entries should be located so that they are easily identifiable with convenient public access.

### C. EXTERIOR COLORS AND MATERIALS

Building exteriors should use materials with texture and character. Accent colors should complement the primary building color, and color changes should occur where changes in the building plane or recesses are provided. Changes in materials should be reflected in massing and/ or offsets. The number of disparate materials should be limited to three primary materials to avoid a busy appearance.


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Samples of Data Center exteriors include:




















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## 5.4. BUILDING HEIGHT

The maximum building height for each land use designation is defined on *Figure 4.6 – Land Use Designation Development Standards.* Height regulations do not apply to hospitals, signature architecture, water storage tanks, spires, belfries, chimneys, cooling towers, elevator bulk heads, fire towers, monuments, stacks, radio or television aerials, cellular/digital communication facilities, ornamental towers or necessary mechanical structures provided that the above features do not exceed 145 feet in height from finished grade. If such features are attached to a building, they shall not occupy a horizontal area in excess of 500 square feet or twenty-five (25) percent of the entire roof area of the building. Building height is measured from the finished floor elevation of the ground floor. The Development Services Director may approve any greater building height that is reasonable based upon the specific use, the business needs, and potential impacts to neighboring properties (mainly access to sunlight), but not to exceed 10% increase to the allowed height limitations permitted in this CMP.

## 5.5. BUILDING ORIENTATION

Buildings along a public street should include an entry or entry way that is visible from key locations. When adjacent to a public street, orient buildings so that the primary façade is visible to the principal street. In cases where the principal building entrance does not face the principal street, provide access to the building entrance from the parking area. In addition to the foregoing, building orientation shall take into account the requirements of Section 5.15.B. Loading Docks and Service Entries. Section 5.8.2(B)(3) of the Development Code shall not apply to any portion of PU-2 or improvements within OS or LI land use designations. Buckeye's desert setting requires careful siting of buildings in order to mitigate the summer heat. Buildings should be oriented and grouped to provide shading for outdoor spaces (i.e., by locating outdoor gathering spaces on the north and east sides of buildings or under shade devices such as awnings).

### A. LOADING DOCKS AND SERVICE ENTRIES

Loading docks and service entries should not face an arterial street (but excluding, for the avoidance of doubt, any interior, private campus streets) and, where possible, buildings should be oriented such that the loading docks and service entries face


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away from public streets (but excluding, for the avoidance of doubt, any interior, private campus streets). Screening should be provided when loading docks and service entries are visible from an arterial street (but excluding, for the avoidance of doubt, any interior, private campus streets). Strategically placed buildings, walls, landscape, or other similarly effective means are acceptable methods of screening. Loading docks and service entries are not considered visible when oriented perpendicular to an arterial street.

## 5.6. BUILDING SETBACKS

See Section 5.17. Setbacks.

## 5.7. CIRCULATION

### A. VEHICULAR CIRCULATION

The vehicular circulation system within the Property is important to the vision. It is intended to provide access to and around large industrial use areas. *Figure 5.1 - Conceptual Circulation* illustrates the conceptual alignments of major collector and arterial streets around the Property.

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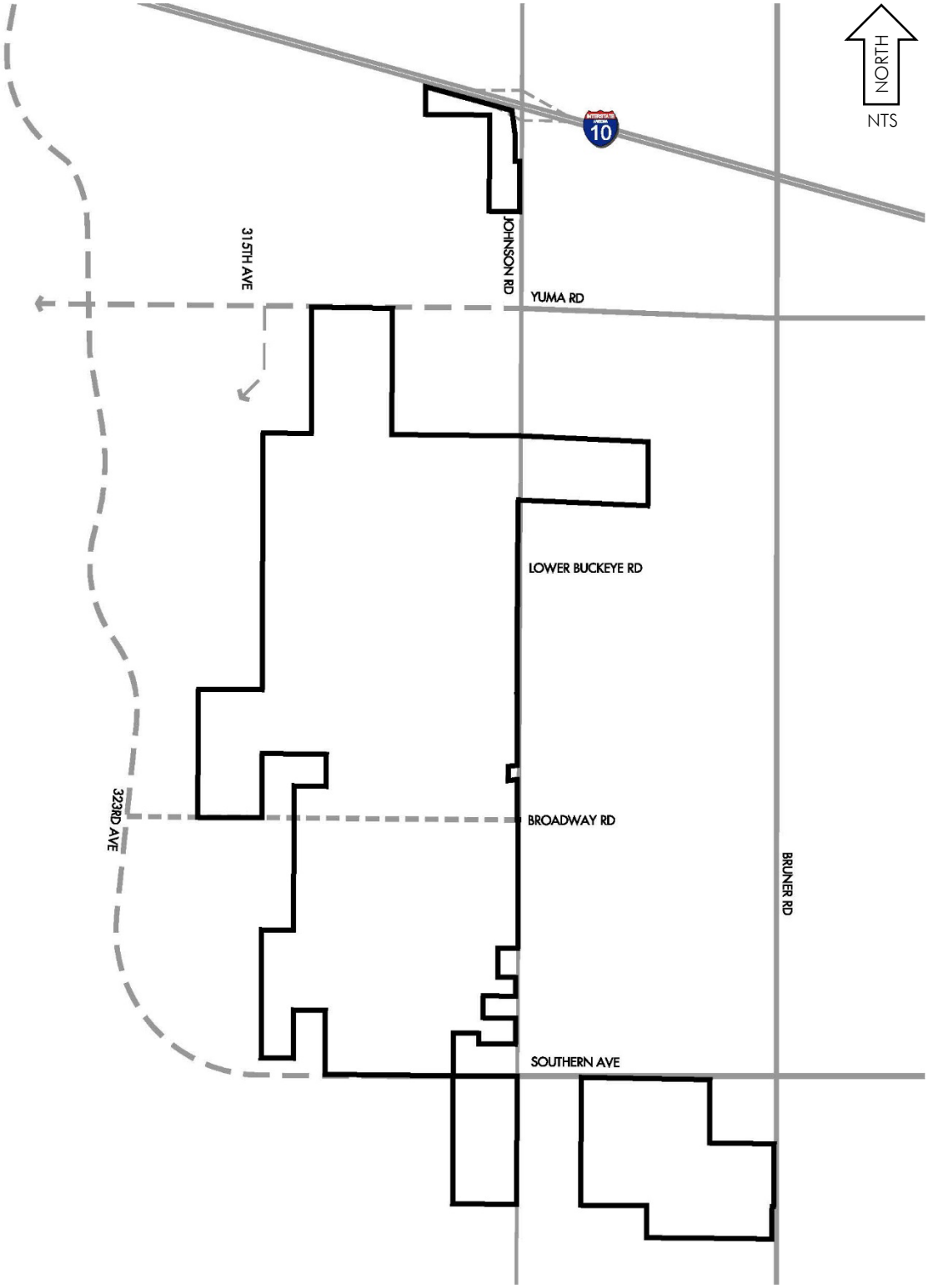
## FIGURE 5.1 - CONCEPTUAL CIRCULATION





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## B. VEHICULAR CIRCULATION STANDARDS

Roadway standards for Bruner Road, Johnson Road, Yuma Road and Southern Avenue are based on City standards. The following describes roadway improvements adjacent to the Property. Roadway classifications are based on Figure 2-35 Future Street Network by City Classification in the TMP.

1. Bruner Road

   The typical design standards for this roadway classified as a major arterial includes three (3) drive lanes in each direction, a raised median, and right hand decel/turn lanes. Alongside the outside drive lane is a bicycle lane. Alongside the roadway is a six (6) foot wide sidewalk.

2. Johnson Road

   The typical design standards for this roadway classified as a major arterial includes three (3) drive lanes in each direction, a raised median, and right hand decel/turn lanes. Alongside the outside drive lane is a bicycle lane. Alongside the roadway is a six (6) foot wide sidewalk.

3. Yuma Road

   The typical design standards for this roadway classified as a parkway classification includes three (3) drive lanes in each direction, a raised median, and right hand decel/turn lanes. Alongside the outside drive lane is a bicycle lane. Alongside the roadway is a six (6) foot wide sidewalk.

4. Southern Avenue

   The typical design standards for this roadway classified as a parkway classification includes three (3) drive lanes in each direction, a raised median, and right hand decel/turn lanes. Alongside the outside drive lane is a bicycle lane. Alongside the roadway is a six (6) foot wide sidewalk.

5. Broadway Road

   Broadway Road will be required to extend across the Property from Johnson Road to the 315th Avenue alignment. The Broadway Road alignment across the Property is not required to match the curvilinear alignment shown in the TMP, and can be extended as a straight east-west street, with the alignment matching the Broadway Road alignment to the east of the Property as shown in the TMP.

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Broadway Road is currently designated as a major arterial street in the TMP. Unless the TMP is updated and Broadway Road is reclassified to a lesser street classification, Broadway Road will be constructed to major arterial street standards and cross section, with the exception that the inside two lanes will not be required and a wider landscape median will be provided in lieu of the two inside lanes, and right-of-way for Broadway Road will be dedicated per the City's standards for a major arterial street. If Broadway Road is later reclassified in the TMP to a lesser street classification, construction and right-of-way dedications shall be per the City's requirements for the new street classification in the TMP.

6. On-site Roadways

   On-site roadways may be public or private. The design standards may be amended with the approval of the City Engineer.

7. Private Drives

   Rather than a public roadway, shared access drives and private drives are permitted to facilitate on-site circulation within a campus, commercial center, or business park setting. When utilized, shared access and private drives shall provide reasonable vehicular circulation and ensure sufficient access for emergency services.

8. Off-site Roadway Improvements

   Off-site roadway improvements may be necessary to facilitate vehicular traffic to the Property. Off-site roadway improvements include all improvements for roadways not adjacent to a phase of development. When required, these improvements are limited to travel lane improvements, tapers for transitions, and necessary intersection widening to accommodate turning maneuvers. A center median/left turn lane, water main, sewer main, fire hydrants, street lighting, sidewalks, and landscape are not required as part of an off-site roadway improvement. Thickened asphalt is permitted along the edge of the roadway when curb and gutter are not necessary to control stormwater. Traffic signage and roadway striping are required.


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## C. Pedestrian Circulation Standards

1. A regional pedestrian circulation system is required along parkway, arterial and collector roads. See *Section 5.7.B. Vehicular Circulation Standards* for sidewalk requirements.

2. A secondary pedestrian circulation system is required along a public through-street, except when an alternate location is provided (i.e., a path or trail in a greenway).

3. A secondary system must connect with the regional system.

4. A secondary system must connect to an adjacent secondary system or provide a reservation of land for a future connection within an adjacent property to accommodate an extension of a secondary system.

5. A secondary network, when provided, is required on one side of a street only.

6. A secondary network is not required along a low speed, low traffic volume road (i.e., cul-de-sac road, service drive, private drive, etc.).

7. A secondary network is not required within an industrial campus (including a Data Center campus).

8. A secondary network may be composed of a path or trail, however the improvements of each continuous leg in a system should utilize the same material.

9. A path is typically a hard surface (i.e., concrete or asphalt) and a trail is typically a soft surface (i.e., compacted decomposed granite, earth).

10. Paths should be installed to accommodate more intense urban pedestrian use areas.

11. Pedestrian circulation routes may meander when along a roadway.

12. Acceptable path and trail materials include concrete, asphalt, pavers, brick or other similar materials.

13. A six (6) foot wide secondary system path may be required when the secondary system is intended to serve several subdivisions.

14. Trails are permitted in native character landscape settings.

15. The width of a trail should be based on the setting. A typical neighborhood trail is four (4) feet wide, a trail in an active area is typically six (6) feet wide.

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16. Connection areas between sidewalks and buildings, or parking areas and buildings, shall be shaded and free of identifiable hazards.

17. The development of the Property shall generally conform to the City Parks and Trails Master Plan; provided, however, that for PU-2 and any secure Data Center campus areas, the City agrees that any parks and trails may be realigned to the perimeter of a Planning Unit or any particular parcel as necessary to avoid entering secure or protected areas of the Property or otherwise interfering with the use of such portion of the Property.

## 5.8. DRAINAGE

### A. DRAINAGE DESIGN

1. Portions of the Property reside within FEMA SFHA Zones AE & AH associated with Hassayampa River Tributaries 1E and 1E1 and the ponding along the RID canal. The CLOMR/LOMR process may be completed to revise the FEMA SFHA Zone limits where encroachment and modifications are proposed.

2. Wash corridor and drainage ways, regulated or not regulated by federal, state, or county regulations may be altered, abandoned, dedicated, and/or relocated, subject to any applicable federal, state, or county regulations.

3. Drainage facilities shall be installed to provide for the adequate containment and disposal of surface water. Storm water retention and/or detention facilities shall be provided as necessary to assure the post development peak runoff volume shall not exceed the pre-development peak runoff volume leaving the Property or entering any wash.

4. Detention/retention facilities may include natural depressions or man-made basins. Basins shall have a maximum design depth of water of three (3) feet. Basins greater than three (3) feet in depth are permitted when surrounded by a security barrier. A security barrier is not required around a basin greater than three (3) feet deep with at least one (1) side slope is four (4) horizontal feet or greater to one (1) vertical foot.

5. A security barrier may be located thirty (30) inches below the 100-year water elevation.

6. Stormwater detention/retention basins shall include adequate freeboard above the design stormwater elevation.

7. A bleed-off pipe(s) may be used to dewater a basin. The bleed-off may be directed to a wash corridor.


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8. Dry wells are permitted.

9. Storm water storage is permitted within a parking lot provided that no more than fifty (50) percent of the required parking spaces are inundated more than 4-inches in a 100-year design storm event. Overflow parking areas may be inundated more than 4-inches.

10. First flush treatment for stormwater quality compliance may be coordinated for numerous properties or provided elsewhere within the Property as part of a stormwater management system prior to discharge into Waters of the United States or a City system.

11. Common stormwater storage facilities for multiple parcels may be established during the site plan or subdivision plat process.

12. A public utility easement shall not be designated for detention/retention without approval of affected utility companies.

13. Off-site drainage shall be confined to channels, basins, and streets subject to depth, velocity, and flow rate limitations per the City standards.

14. Detention/retention can occur in public and quasi-public areas, including drainage ways and open spaces. Retention basins adjacent to a public street shall meander the top and toe of slope, have a maximum depth of two (2) feet, and not exceed more than fifty (50) percent of the street frontage length.

15. Individual on-lot drainage is not required to drain to the "front" or to the street when an alternate route is provided (i.e., draining to the rear when along a drainage corridor). A drainage easement may be required.

16. Public roadways within and adjacent to the Property must be designed to convey the 10-year peak flows without overtopping the curbs and contain the 100-year peak flows within the right-of-way. Collector and arterial roads will have one (1) dry-lane in each direction during the 10-year storm event. Also, in-street discharge from the 100-year storm will not exceed 100 cubic feet per second (cfs) or 10 fps, and will be contained within the street right-of-way, as well as limited to a maximum depth of 8-inches at the gutter. Where possible, this will be accomplished with the use of 4-inch roll or 6-inch vertical curb.

17. If reasonable alternatives are not available, retention in the City rights-of-way may be allowed upon the approval of the Public Works Director.

18. Discharge volumes from an onsite retention system must ensure post-development discharges and volumes remain equal to or less than pre-

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development levels. This is accomplished with 100-year, 2-hour retention where no gravity outfall to a channel or wash corridor is available.

19. Retention requirements for basins adjacent to a drainage corridor may be reduced.

20. Stormwater storage within a right-of-way is permitted when used to supplement irrigation (i.e., a bioswale). Such storage is intended to function as part of the streetscape and not to satisfy retention/detention requirements.

21. Provision of 100-year, 2-hour retention volume for onsite development will ensure post-development discharges and volumes will remain equal to, or less than, pre-development levels.

22. Private recreational facilities, such as volleyball, baseball, etc., as well as specific site and architectural amenities such as ramadas, barbeques and trails may be located at the bottom of a detention/retention basin. Tot-lot facilities within a basin shall be installed in areas above the 2-hour, 10-year storm event.

### B. Drainage Easements

Drainage easements or tracts may be required to preserve washes, streams, and channels (drainageways). The need for a drainage easement or tract and its width and location will be determined on a case-by-case basis.

### C. Finished Floor Elevation

Finished floor elevations shall be evaluated relative to the location and context of each building. City standards shall generally apply, however, due to the potential size, shape, and existing conditions of an individual parcel or campus, satisfying all of the City guidelines may not be reasonable, practical, or desirable. In such circumstances the City Engineer may approve finished floor elevations not meeting all of the City guidelines as long as the finish floor elevation is a minimum of 1 foot above adjacent 100-year water surface elevations.

## 5.9. Grading

Re-grading or reshaping activities in areas of disturbance, which occurred prior to the adoption of the CMP, shall be exempt from the provisions of this section.


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1. Prior to any grubbing, grading, or clearing required as part of a site plan or subdivision, the City Engineer shall approve a grading plan or issue an at-risk grading permit.

2. Cut and fill slopes, except those required for roadway improvements, shall meet the following requirements and shall not exceed 3:1. Steeper slopes may be allowed when justified by adequate engineering analysis and documentation, subject to approval by the City Engineer.

3. The maximum height of a cut and depth of a fill should not exceed fifteen (15) feet, except in the area known as the abandoned RID canal (which can exceed a depth of fifteen (15) and is anticipated to be fill), unless otherwise approved by the City Engineer.

4. Retaining walls may be used to reduce the horizontal distance required to construct cut and fill slopes. Retaining walls may include masonry, rigid concrete structures, earth filled bins, gabions and any other form of structural elements used to retain and support cut or fill slopes. A registered professional engineer who is licensed to practice in the State of Arizona shall design retaining walls.

## 5.10. HILLSIDE DEVELOPMENT

Slope within the Property is generally one (1) percent, therefore the hillside development standards as described in Section 5.2.3 of the Development Code do not apply to the Property.

## 5.11. LANDSCAPE

### . GENERAL LANDSCAPE STANDARDS

1. Native plant species within pristine or environmentally sensitive areas will be protected. Environmental analyses conducted prior to development will identify environmentally sensitive areas to protect. Within Stonehouse Wash south of the RID canal plant densities are higher than native, however this can be attributed to excess water from the RID canal and is not considered pristine or environmentally sensitive simply because of the plant densities.

2. Landscaped areas shall be supported by an automatic irrigation system that may be a spray, flood, soaker or drip type system. A pressure-type vacuum breaker shall be required with the installation of all sprinkler systems. All irrigation systems and landscaped areas shall be designed, installed or constructed and maintained to promote water conservation and prevent water overflow or seepage into the street, sidewalk or parking areas.

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3. Purposefully natural areas are permitted and may include undisturbed areas or disturbed areas revegetated and landscaped to a native character. The quantities of required plant material may be reduced to more closely complement native plant densities within the Property. Temporary irrigation may be used to help establish plant material.

4. Portions of a development site that are graded, but not occupied by buildings, structures, vehicle access and parking areas, loading/unloading areas or approved storage areas shall be landscaped with temporary landscaping or otherwise maintained weed-free and dust-free in such a manner as may be approved by the Development Services Director.

5. Landscape planting within public rights-of-way shall adhere to City standards and serve as a unifying element along arterial roadways and parkways to create a sense of cohesion.

### A. COMMERCIAL LANDSCAPE STANDARDS

There are five types of landscaping: (1) site enhancement landscaping, (2) site perimeter landscaping, (3) parking lot landscaping, (4) building foundation landscaping, and (5) entryways. Each type of required landscaping shall meet the minimum standards described herein. Unapproved landscaping, object, structure, or sign shall not be placed within a sight visibility easement.

1. Site Enhancement Landscaping
   Disturbed areas of a site, excluding areas covered by structures, access routes, parking, and hardscape, shall include one (1) tree and five (5) other plantings per 500 square feet.

2. Site Perimeter Landscaping
   Site perimeter landscaping within a landscape setback along a public street shall include one (1) tree and five (5) other plantings per thirty (30) linear feet.

3. Landscaping Inside Parking Areas
   a) Landscape islands should be a minimum of eight (8) feet wide by the length of the parking stall at a ratio of one (1) island per ten (10) parking spaces and shall include one (1) tree and three (3) other plantings per landscape island. A landscape island may be four (4) feet wide and four (4) feet in length when installed between parking stalls and shall include one (1) tree. Other plantings are not required.
   b) Landscape islands should be relatively evenly distributed throughout a


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field of surface parking.

c) Parking lots containing more than 125 parking spaces should include a minimum fifteen (15) foot wide landscape median to promote a shaded pedestrian route to a building entrance.

d) Landscaping in parking areas is not required in truck loading, truck parking, and service areas.

e) The landscaped area within a parking lot island may be used to satisfy open space requirements.

4. Building Foundation Planting

One (1) shrub per eight (8) linear feet of building façade shall be planted within a minimum five (5) foot wide landscaped area located within fifteen (15) feet of the building. Raised planters or pots may alternatively be used and located within fifteen (15) feet of the building. Buildings above thirty (30) feet tall shall provide one (1) tree per thirty (30) linear feet of building façade visible along a public right-of-way and adjacent to residential uses. Building foundation planting is not required along façades not visible along a public right-of-way or utilitarian areas (i.e., back of house, loading zones, etc.).

5. Entryways

A project that is fifteen (15) net acres or more in land area shall incorporate a gateway monument, decorative pavement at driveway entry, art, accent landscape, or other similar feature to visually enhance an entry.

## B. LIGHT INDUSTRIAL LANDSCAPE STANDARDS

There are five types of landscaping: (1) site enhancement landscaping, (2) site perimeter landscaping, (3) parking lot landscaping, (4) building foundation landscaping, and (5) entryways. Each type of required landscaping shall meet the minimum standards described herein. Unapproved landscaping, object, structure, or sign shall not be placed within a sight visibility easement.

1. Site Enhancement Landscaping

Disturbed areas of a site, excluding areas covered by structures, access routes, parking, and hardscape, shall include one (1) tree and five (5) other plantings per 400 square feet. Site enhancement landscape is not required in areas not

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visible from public right-of-way or beyond fifty (50) feet from public right-of-way.

2. Site Perimeter Landscaping

   Site perimeter landscaping within a landscape setback along a public street shall include one (1) tree and five (5) other plantings per thirty (30) linear feet.

3. Landscaping Inside Parking Areas

   a) Landscape islands should be a minimum of eight (8) feet wide by the length of the parking stall at a ratio of one (1) island per ten (10) parking spaces and shall include one (1) tree and three (3) other plantings per landscape island. A landscape island may be four (4) feet wide and four (4) feet in length when installed between parking stalls and shall include one (1) tree. Other plantings are not required.

   b) Parking lots containing more than 125 parking spaces should include a minimum fifteen (15) foot wide landscape median to promote a shaded pedestrian route to a building entrance.

   c) Landscaping in parking areas is not required in truck loading, truck parking, and service areas.

   d) The landscaped area within a parking lot island may be used to satisfy open space requirements.

4. Building Foundation Planting

   a) One (1) shrub per eight (8) linear feet of building façade shall be planted within a minimum five (5) foot wide landscaped area located within fifteen (15) feet of the building. Raised planters or pots may alternatively be used and located within fifteen (15) feet of the building. Buildings above thirty (30) feet tall shall provide one (1) tree per thirty (30) linear feet of building façade visible along a public right-of-way and adjacent to residential uses. Building foundation planting is not required along façades not visible along a public right-of-way or utilitarian areas (i.e., back of house, loading zones, etc.).

   b) Building foundation planting is not required when a building is located 100 feet or more from the back of curb of the nearest through lane of a public street.

5. Entryways

   A project that is fifteen (15) net acres or more in land area shall incorporate a gateway monument, decorative pavement at driveway entry, art, accent landscape, or other similar feature to visually enhance an entry.


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### C. Open Space Landscape Standards

1. A portion of a site that is part of a larger project that is principally commercial and includes Open Space land use designations shall install landscape as required by Section 5.11.B. Commercial Landscape Standards.

2. A portion of a site that is part of a larger project that is principally industrial and includes Open Space land use designations shall install landscape as required by Section 5.11.C. Industrial Landscape Standards.

3. A parcel that is principally designated as Open Space that is not part of a larger project shall install landscape as required by the Development Code for commercial zoning, as amended by the CMP, except that landscape is not required when a facility is screened from public view (i.e. landscape is not required within a substation site, or around a substation site within an industrial campus).

4. Useable open space in the form of a pedestrian plaza, shaded walk, seating area, or similar (including a combination thereof) are required. The amount of useable open space required shall be commensurate with the number of employees during the peak employment shift. In no case shall the useable open space be required to exceed one (1) percent of the area.

## 5.12. Lighting

The outdoor lighting standards are intended to ensure proper illumination is achieved across the Property. Lighting standards shall comply with the Development Code.

1. Street lighting may be installed in phases with public street improvements. Continuous street lighting is not required along a 2-lane street but may be required at street intersections. Continuous street lighting may be required with ultimate public street improvements.

2. Light trespass standards are based on the boundary of the "site" when a parcel or lot is part of a larger project (i.e., a business park, retail center, industrial campus, etc.).

3. Signage lighting installed to illuminate outdoor signage shall comply with sign standards.

4. A comprehensive lighting plan may be submitted for a district, project, or individual site.

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5. The Development Services Director may approve outdoor lighting concepts that support the vision of the CMP.

6. Lighting temperature shall not exceed 3,500k.

. **COMPREHENSIVE LIGHTING PLAN**

The purpose of a comprehensive lighting plan is to provide for the establishment of lighting criteria that are tailored to a specific development or location within the Property (i.e., a commercial center, a community amenity, an industrial campus, or other similar feature for which lighting character is desired) and which may vary from specific provisions of the Development Code. The intent is to provide for flexible lighting criteria that promote superior lighting design in an area where lighting conditions or uses necessitate special circumstances.

1. A comprehensive lighting plan application may include some or all of the following elements, as required by the Development Services Director, depending on site conditions, character of the setting, and location: light type, size, height, location, orientation, color, and material.

2. A comprehensive lighting plan containing elements that exceed the permitted height, illumination level, color, spill, trespass, glare, type, and hours of operation of lights specified in Development Code may be approved by the Development Services Director.

## 5.13. NOISE ATTENUATION

Noise producing equipment shall be screened to mitigate noise levels at the perimeter of a property, or project when a collection of properties, in compliance with the Development Code.

## 5.14. PARKING AND LOADING

See also Section 5.5. Building Orientation, Section 5.11. Landscape, and Section 5.15. Screening.

. **REQUIRED PARKING**

The required quantity of off-street parking is based on Development Code Section 5.6 Off-Street Parking. Notwithstanding the foregoing, if a portion of the Property is developed as a Data Center, off-street parking spaces for a Data Center shall be


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based on a ratio of one (1) parking stall per person employed at the facility during the highest employee shift, plus additional stalls equal to twenty percent (20%) of the total parking stall count as needed to account for any overlapping shifts. The Development Services Director may waive or reduce parking requirements when an applicant demonstrates adequate parking is provided. With respect to PU-2 and development with a LI land use designation, Section 5.6.5(B) of the Development Code is amended to change the requirement for 5% of parking spaces to be dedicated to hybrid or alternative energy vehicle, compact cars or carpool vehicle parking to a new requirement that two (2) percent of parking spaces be required for such dedication.

Refer to the Development Code Section 5.6.8 Dimensions of Parking Spaces for parking space dimensions.

### A. Dust Control

Parking areas shall be paved so as to avoid dust. Stabilized, decomposed granite, and other similar treatments that reduce dust are permitted for temporary use or overflow areas.

## 5.15. Screening

Notwithstanding anything to the contrary set forth in Section 5.4.6(C) of the Development Code, the following shall apply:

### A. Outdoor Storage, Mechanical Equipment, and Utilities

1. For LI land use designations only, outdoor storage areas for materials and vehicles shall be screened from public street ground level view by a method compatible with surrounding improvements.

2. Screening of outdoor storage areas for materials and vehicles shall be screened from public street ground level view by a method compatible with surrounding improvements when visible from an adjacent public street or from an adjacent property with a different land use designation.

3. Mechanical equipment and substations shall be reasonably screened from public street ground level view and residential properties within 150 feet of the equipment. Strategically placed buildings, landscape, visually solid fencing or other similarly effective means are acceptable methods of screening.

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4. Mechanical equipment and substations located in a manner found to have no adverse impact on adjacent roads and adjacent properties, as reasonably determined by the Development Services Director, are not required to be screened.

### B. Surface Parking

Surface parking areas shall be screened from public street view by landscape, a landscaped berm, or a decorative wall not less than three (3) feet in height. Parking lot screening is not required when the parking area is fifty (50) feet or more from a public right-of-way.

### C. Roof Mounted Equipment

Roof mounted mechanical equipment shall be screened from public street ground level view. Screening is not required when roof mounted equipment is located at least 100 feet away from a public right-of-way and is not visible from public street ground level view. When practical, individual screening of rooftop mechanical equipment should be avoided and should either be grouped together and screened "penthouse style" or screened by a method complementary to the architecture of the building.

### D. Trash Enclosures

Solid waste collection areas shall be screened from public street ground level view by a method compatible with surrounding improvements. Screening is only required when visible from an adjacent public street.

## 5.16. Signs

Signage is a major component of the streetscape. Its presence can be an artful, playful, elegant, vibrant, or iconic addition. Permanent on-site and temporary signs, including, but not limited to wayfinding, placemaking and expressing the character of community is an integral part of how the community expresses its connectivity and place within the larger region. A comprehensive sign plan for a planning unit or a specific site may be submitted separately to the City for review and approval. The following signage is permitted within the Property. Any sign/sign type not addressed herein shall conform to the provisions of the Development Code.


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### A. Entry Monumentation

Entry monument signs will be nestled into the site with complementary landscape and lighting. Entry monument signage to announce the arrival to a campus or district is anticipated along roadways and are permitted within a street landscape setback. Up to 200 square feet of text area is permitted on an entry monument.

Each building within an industrial campus may have an entry monument or monument sign. A building entry monument sign should include characteristics of the district monument, but at a scale proportional with the building or setting.

### B. Community Directional Signs

Community directional signs, both permanent on-site freestanding and temporary, are permitted along roadways to help with wayfinding. Community directional signs should be located for viewing prior to arriving at an intersection and may vary in scale with larger signs typically located along arterial and collector roadways. These signs may not be located within a sight visibility triangle unless specifically approved by the City Engineer. Community directional signs are permitted up to 100 square feet of signage area and may not exceed sixteen (16) feet in height, unless otherwise approved by the Development Services Director. Each element for which direction is being displayed, often referred to as a sign blade, may not be more than twenty-four (24) square feet of signage area.

### C. Construction Screening

Construction screening may include graphic displays of lifestyle, events and future development that express the character of the community and screen construction activities and storage. The screens can advertise individual tenants, products, contractors, builders, events, and the vision of the development. The use of the community, district, developer name and logo shall be limited to one instance per 120 linear feet of street frontage, unless otherwise approved by the Development Services Director.

### D. Commercial Building Signage

Refer to the Development Code.

### E. Industrial Building Signage

Signage on large industrial buildings should be proportional to the scale of the

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building. The primary business signage may not exceed 200 square feet per each façade except when in areas with an LI designation where the signage may not exceed 500 square feet. Address, building identification, loading bay, directional, and other similar signage on a building is not considered primary business signage. Primary business signage may be located on a façade adjacent to a residential use.

### F. Sign Illumination

Halo illumination is preferred over internal illumination.

### G. Sign Permit

The placement of signs, except as listed below, shall require a sign permit issued by the City. The following types of signs are exempt from the planning process and from obtaining a sign permit.

1. All signs exempt per the Development Code, and
2. All signs not visible from a public right-of-way unless the sign requires an electrical connection.

### H. Prohibited Signs

The following types of signs are prohibited:

1. Light cabinet signs are prohibited unless otherwise permitted by the Development Code, the Development Director, or an approved comprehensive sign plan.
2. All signs prohibited per the Development Code, except
    a) Digital reader panels; refer to the Development Code for design specifications
    b) A maximum of one (1) billboard, including digital, when located along a freeway; refer to the Development Code for design specifications

## 5.17. Setbacks

There are two types of setbacks: building setbacks and landscape setbacks. A landscape setback may be within a building setback. A building may not be within a landscape setback. Additional setbacks apply to specific structures when adjacent to residential uses and substations. Utilities (inclusive of water, power, fiber, sewer, etc.) can be installed within a setback area. Section 5.4.3(B) of the Development Code shall be modified, or replaced, by the provisions of this Section 5.17.


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Setbacks.

1. Building Setbacks
   Building setbacks for each land use designation are defined on ***Figure 4.6 – Land Use Designation Development Standards.*** Projections into required setbacks are permitted as described in the Development Code and as otherwise permitted by the CMP. The Development Services Director may waive or reduce a building setback if the reduction does not negatively impact the use, enjoyment and character of the affected properties.

2. Landscape Setbacks
   A landscape setback is required adjacent to a roadway right-of-way and is measured from the right-of-way. Landscape setback areas shall be designated with an OS land use designation. Landscape walls, retaining walls, and entry monuments are permitted within a landscape setback. Privacy walls should not be within a street landscape setback but may encroach into the setback when holistically designed to accommodate undulation.

   The following landscape setbacks are required:

   a) an eight (8) foot minimum, fifteen (15) foot average landscape setback adjacent to a collector street;
   b) a ten (10) foot minimum, twenty-five (25) foot average landscape setback adjacent to an arterial street;
   c) a fifteen (15) foot minimum landscape setback adjacent to a planned or installed overhead power line located along a collector or arterial street; and
   d) a fifteen (15) foot minimum, twenty (20) foot average landscape setback adjacent to a freeway ramp or freeway frontage road.

3. Setbacks from Residential
   Storage, solid waste collection, and loading areas shall be located at least twenty (20) feet from a public street, public sidewalk, or building with a residential use. Loading docks, truck parking, outdoor storage, trash collection, trash compaction, and other service functions should be located in a manner to reduce the acoustic impacts of these functions, to the extent practicable, on adjacent

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residential buildings.

4. Substation Setbacks
   Building setbacks around a substation are zero (0), except as otherwise required by the utility company.

## 5.18. Utilities and Mechanical Equipment

Data Center critical infrastructure equipment, including, without limitation, generators, chillers, condensers, automatic transfer switches, power generation and transmission facilities, uninterruptible power supply machines, transformers, battery and other utility storage, electrical switchgear, power distribution units, above and below ground diesel tanks, and expansion tanks, are permitted outside of a building provided it meets site design and development standards. Critical infrastructure equipment is permitted on the roof of a building.

See also Section 5.15. Screening.

## 5.19. Walls and Fences

Walls and fences, individually and collectively, are referred to as walls. Section 5.4.6(B) of the Development Code shall be modified, or replaced, by the provisions of this Section 5.19. Walls and Fences.

### A. Wall Placement

1. The placement of walls shall not interfere with vehicular visibility or circulation. The City Traffic Engineer shall have the authority to order removal of any wall or landscape material, which in the opinion of the City Traffic Engineer, poses a threat to public safety.

2. A wall along a public street longer than 250 feet must incorporate horizontal offsets of at least 2' together with other elements of articulation (i.e., changes in material, texture, view fence, and/or horizontal offsets).

3. Fencing along the entire perimeter of a property is permitted except that walls and fencing within a required landscape setback may not exceed a height of forty-two (42) inches measured from finished grade.


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4. A freeway sound wall is not required and is discouraged. Visibility to the Property from the freeway is encouraged particularly for the success of freeway services and commercial uses.

### B. Wall Height

1. Walls within a required front building setback may not exceed a height of forty-two (42) inches measured from finished grade.

2. Wall heights should not exceed eight (8) feet, unless adjacent to or as part of an industrial or agricultural use, in which case, the wall may extend to a height of fifteen (15) feet.

3. Wall heights as part of a public use (i.e., utility enclosure) shall be in conformance with utility regulations or regulators.

4. A wall may be located on top of a retaining wall. The portion of a wall for retaining is excluded from the wall height calculation.

### C. Wall Material

Walls along a public street must be complimentary in materials and color with the surrounding setting or architecture. Walls and fences along a public right-of-way shall be constructed with any combination of the following materials:

1. Integrally colored, split-face, or ground-face concrete masonry units (CMU);

2. Concrete masonry units that have been painted, stuccoed, or faced with another permitted material;

3. Stone (natural or simulated);

4. Brick;

5. Wrought-iron decorative metal, steel palisade, K-rated, or other high-security type fencing consistently used in the Data Center industry;

6. Plastic or vinyl when not visible from a public right-of-way;

7. Chain-link (with or without slated inserts) when not visible from a public right-of-way;

8. Wood (painted or stained) when not visible from a public right-of-way; or

9. Other materials as approved by the Development Services Director.

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Barbed wire, razor wire, or other similarly visible intrusive deterrence is permitted when not visible from a public right-of-way, is located at least six (6) feet, two (2) inches above the ground, and is used to enclose a municipal, institutional, or industrial use, or portion thereof. Barbed wire fencing is not prohibited on premises larger than one (1) acre used for agricultural or livestock purposes. Barbed wire or razor wire shall not extend beyond the premises permitted to be enclosed.

## 5.20. WATER AND WASTEWATER

### A. GENERAL WATER AND WASTEWATER STANDARDS

1. Water and wastewater mains are permitted beneath streets, although not specifically required beneath all streets, and shall accommodate required system redundancy.

2. Water and wastewater lines are permitted through a tract or easement when not within a right-of-way.

3. The horizontal location of water and wastewater mains shall generally be parallel to the centerline of a road and may cross the centerline when approved by the City Engineer.

4. Meters, meter boxes, blow-off, valves, and similar devices may be located within a public tracts or easement and are not required to be located within a right-of-way.

### B. WATER SERVICE STANDARDS

1. Public and Private Wells to serve the Property are permitted. The location(s) must be approved by the City and meet the regulations of the Arizona Department of Water Resources ("ADWR") and the Arizona Department of Environmental Quality ("ADEQ").

2. If a public well(s) is utilized, it must be drilled and equipped to City standards.

3. If a City-owned water campus is utilized, it must be sized based on City standards. For supply redundancy, either a connection into the well transmission main or a second well may be drilled and equipped.


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4. Areas of the Property within Pressure Zone 1 may be served by a water campus that serves Pressure Zone 2 when served through a water pressure reducing valve station.

5. Private well service is permitted for uses including but not limited to warehousing, data center, and storage facility. A private storage tank(s) and booster pump station(s) may be required to provide required fire flows.

6. Process water for industrial or cooling purposes may be provided by private well(s), public well(s), by the RID, treated effluent, or a combination thereof subject to agreements made with the appropriate parties.

7. Treated effluent may be conveyed to the Property through underground storage and recovery and/or through a wheeling agreement with RID.

8. The RID canal may convey water to the Property when permitted by the RID.

9. Water mains within the Property will be sized, located, and installed when necessary to accommodate development on the Property.

10. Water mains are permitted through a public tract or easement with maintenance access for repair operations. Water mains are not required beneath arterial or collector roadways.

### C. WASTEWATER SERVICE STANDARDS

1. Development projects that generate low volumes of wastewater relative to the land area of the project (i.e., typical flows from light industrial, warehousing, data center, etc.), or multiple projects if built in phases, may install one or more septic systems. The location(s) must be approved by the City and meet the regulations of ADWR and ADEQ.

2. If wastewater flows from one or more parcels within the Property are larger than the City and ADEQ allow for septic systems, but are not sufficient enough to support a regional WRF, a temporary WRF may be used to handle flows on an interim basis until the wastewater flows can easily be connected to a regional sewer system as the greater region builds out and a regional WRF is constructed.

3. A dry pipe connection from septic to tie to a future sewer service at the property boundary will be required by the Public Works Director when septic improvements are installed when it is anticipated that wastewater flow will exceed that allowed by the City and the ADEQ for an individual septic system.

4. A WRF in the southern area of the Property may serve the entire Property at full buildout.

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5. One or more septic systems may be used as a permanent wastewater solution as long as ADEQ standards for septic systems are met.

6. Wastewater captured after a data center cooling process or other industrial process may be of inappropriate quantity and/or quality to discharge directly to a WRF, and may instead be discharged to evaporation ponds or processes, or to the ground pursuant to an Aquifer Protection Permit for groundwater recharge.

7. Wastewater mains within the Property will be sized, located, and installed when necessary to accommodate development on the Property.

8. Wastewater mains are permitted through a public tract or easement with maintenance access for repair operations. Wastewater mains are not required beneath arterial or collector roadways.

### D. GROUNDWATER RECHARGE

A portion of the Property, including within Stone House Wash may include groundwater recharge facilities. The location(s) must be approved by the City and meet the regulations of ADWR and ADEQ.


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# 6. DEFINITIONS

Definitions provided in the Development Code shall be utilized when interpreting the CMP unless an alternative definition is provided in the CMP; in which case, the definitions contained in the CMP shall apply. In the event of a conflict between the definitions provided in the CMP and those provided in the Development Code, the definitions in the CMP shall prevail.

1. "ADEQ"
   means as defined in Section 5.20.B. Water Service Standards.

2. "ADOT"
   means as defined in Section 2.2. Circulation.

3. "ADWR"
   means as defined in Section 5.20.B. Water Service Standards.

4. "AOD"
   means as defined in Section 2.3. Airport

5. "C" LAND USE DESIGNATION
   Means as defined in Section 4.2. Commercial Land Use Designations

6. "CITY"
   means the City of Buckeye.

7. CITY STAFF
   or references within the CMP to City Staff, including the City Manager, Development Services Director, City Engineer, Fire Marshal, or other such City Staff persons shall include the designee of that person.

8. "CMP"
   means as defined in Section 1. Introduction.

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9. "DATA CENTER"
means a single or multi-tenant colocation and/or interconnection facilities, including facilities and areas housing servers and other computer equipment, systems and associated components, such as telecommunications and data storage systems. Data Centers and Data Center campuses may include computers and other means and systems for remote storage that organizations use to store, distribute, process, organize and disseminate data. Data Centers and Data Center campuses may include offices, training facilities, meeting spaces, conference rooms, team building spaces and amenities, workout facilities, cafeterias, and other supporting uses. A Data Center facility shall include any areas required for the installation of fiber conduit, power utility generation and/or transmission related facilities (including substations and switch yards), critical infrastructure equipment (which may be external to the Data Center facility or located within or on the roof of a Data Center facility) and shall include the construction and maintenance of equipment and battery storage facilities. Data Center facilities and campuses are highly secure and are intended for exclusive use by employees, vendors and invitees of the secure Data Centers and will not be open to the general public.

10. "DEVELOPMENT CODE"
means as defined in Section 3. Community Master Plan Framework.

11. "DEVELOPMENT STANDARDS"
means as defined in Section 3.2.F. Development Standards.

12. "FHWA"
means as defined in Section 2.2. Circulation.

13. "I-10"
means Interstate 10.

14. "IWMP"
means as defined in Section 2.7. Water Service.

15. "LAND USE DESIGNATION"
means as defined in Section 4.4. Land Use Designations.


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16. "LI" LAND USE DESIGNATION
Means as defined in Section 4.3. Light Industrial Land Use Designations.

17. "MAG"
means Maricopa Association of Governments.

18. ""OS" LAND USE DESIGNATION
means as defined in Section 4.1. Opens Space Land Use Designations.

19. "PC DISTRICT"
means as defined in Section 3. Community Master Plan Framework.

20. "PLANNING UNITS"
means as defined in Section 3.2.A. Planning Units.

21. "PROPERTY"
means as defined in Section 1. Introduction.

22. "PLANNING UNIT PLAN"
Means as defined in Section 3.3. Review and Approval Process

23. "RID"
means as defined in Section 2.4. Roosevelt Irrigation District Canal.

24. "RTP"
means as defined in Section 2.2. Circulation.

25. "RULES"
means as defined in Section 3.1. Relationship with the Development Code.

26. "SR 85"
means State Route 85.

27. "STONE HOUSE WASH"
means as defined in Section 2.5. Regional Drainage Patterns.

28. "TOWN"
means the Town of Buckeye prior to incorporation as a city.

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29. "TMP"
means as defined in Section 2.2. Circulation.


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# 7. APPENDIX

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# APPENDIX A - LEGAL DESCRIPTION

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**CIPRIANI**
**CMP PROPERTY**
**LEGAL DESCRIPTION**

Portions of land being situated within Sections 12, 13, 23, 24, 25, and 36, Township 1 North, Range 5 West and portions of Sections 18 and 31, Township 1 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

**PARCEL NO. 1:**

**BEGINNING** at a found Maricopa County aluminum cap flush in concrete, R.L.S. 36563, dated 2003, accepted as the East quarter corner of said Section 12, from which a found 2-3/4 inch brass cap flush accepted as the Southeast corner thereof bears South 00°16’13” West, 2641.18 feet;

**THENCE** South 00°16'13" West, 660.30 feet along the east line of the Northeast quarter of the Northeast quarter of the Southeast quarter of said Section 12 to the southeast corner thereof;

**THENCE** North 89°18'43" West, 661.75 feet along the south line of said Northeast quarter of the Northeast quarter of the Southeast quarter to the southwest corner thereof;

**THENCE** North 00°15'37" East, 660.43 feet along the west line of said Northeast quarter of the Northeast quarter of the Southeast quarter to the northwest corner thereof;

**THENCE** North 00°12'14" East, 660.52 feet along the west line of the Southeast quarter of the Southeast quarter of the Northeast quarter of said Section 12 to the northwest corner thereof;

**THENCE** North 00°12'09" East, 660.52 feet along the west line of the Northeast quarter of the Southeast quarter of the Northeast quarter of said Section 12 to the northwest corner thereof;

**THENCE** North 89°14'50" West, 661.64 feet along the south line of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section 12 to the southwest corner thereof;

**THENCE** North 89°14'50" West, 661.66 feet along the south line of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12 to the southwest corner thereof;

**THENCE** North 00°13'20" East, 570.49 feet along the west line of said Southeast quarter of the Northwest quarter of the Northeast quarter to the southerly Right of Way line of Interstate 10;

**THENCE** along said southerly Right of Way line the following 4 courses:

**THENCE** South 74°32'18" East, 1847.85 feet;

**THENCE** South 07°43'22" East, 449.86 feet;

**THENCE** South 00°11'41" West, 600.00 feet;

**THENCE** South 89°48'19" East, 140.00 feet to the east line of the Northeast quarter of said Section 12;

**THENCE** along said east line, South 00°11'41" West, 378.12 feet to the **POINT OF BEGINNING**.

(The above described Parcel 1 contains a computed area of 1,770,322 sq. ft.).

**PARCEL NO. 2:**

**BEGINNING** at a found 2-1/2 inch brass cap, down 0.5 feet, accepted as the North quarter corner of said Section 13, from which a found 2 inch iron pipe without cap, bent, accepted as the Northwest corner thereof bears North 89°16’05” West, 2658.12 feet;

**THENCE** South 00°16'58" West, 2640.08 feet along the west line of the Northeast quarter of said Section 13 to the Center of said Section 13;

**THENCE** along the south line of said Northeast quarter, South 89°19'32" East, 2658.47 feet to the East quarter corner of said Section 13;

**THENCE** South 87°22'40" East, 2627.00 feet along the north line of the Southwest quarter of said Section 18 to the Center of said Section 18;

**THENCE** South 00°14'00" West, 1315.68 feet along the east line of the Northeast quarter of the Southwest quarter of said Section 18 to the southeast corner thereof;

**THENCE** North 87°27'22" West, 2633.78 feet along the south line of said Northeast quarter of the Southwest quarter and the south line of G.L.O. Lot 3 to the southwest corner thereof;

**THENCE** North 89°20'25" West, 40.00 feet along the north line of the South half of the Southeast quarter of said Section 13 to the west line of the east 40.00 feet of said South half of the Southeast quarter;

**THENCE** leaving said north line and along said west line of the east 40.00 feet, South 00°32'02" West, 1319.02 feet;

**THENCE** South 00°24'21" West, 2639.42 feet along the west line of the east 40.00 feet of the Northeast quarter of said Section 24 to the south line of said Northeast quarter;

**THENCE** along said south line, South 89°24'09" East, 40.00 feet to the East quarter corner of said Section 24;

**THENCE** South 00°10'05" West, 1508.71 feet along the east line of the Southeast quarter of said Section 24 to the northeast corner of the property as described in Book 311 of Deeds, Page 80, Records of Maricopa County, Arizona;

**THENCE** South 83°32'58" West, 210.00 feet along the north line of said deed to the northwest corner thereof;

**THENCE** South 00°10'05" West, 210.00 feet along the west line of said deed to a point on the northerly line of the Roosevelt Irrigation District Canal as described in Docket 8955, Page 111, Records of Maricopa County, Arizona;

**THENCE** along said northerly line the following 15 courses:

**THENCE** South 83°33'05" West, 196.81 feet to the beginning of a tangent curve, concave northerly, having a radius of 420.00 feet;

**THENCE** westerly along said curve, through a central angle of 24°31'45", an arc length of 179.81 feet to a tangent line;

**THENCE** North 71°55'10" West, 406.13 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 236.00 feet;

**THENCE** northwesterly along said curve, through a central angle of 39°24'36", an arc length of 162.33 feet to a tangent line;

**THENCE** North 32°30'33" West, 137.71 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 324.00 feet;

**THENCE** northwesterly along said curve, through a central angle of 13°53'06", an arc length of 78.52 feet to a tangent line;

**THENCE** North 46°23'39" West, 147.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 249.00 feet;

**THENCE** westerly along said curve, through a central angle of 57°30'40", an arc length of 249.94 feet to a tangent line;

**THENCE** South 76°05'40" West, 95.30 feet to the beginning of a tangent curve, concave northerly, having a radius of 306.00 feet;

**THENCE** westerly along said curve, through a central angle of 13°50'14", an arc length of 73.90 feet to a tangent line;

**THENCE** South 89°55'55" West, 230.48 feet to the beginning of a tangent curve, concave northerly, having a radius of 571.00 feet;

**THENCE** westerly along said curve, through a central angle of 15°45'23", an arc length of 157.02 feet to a tangent line;

**THENCE** North 74°18'43" West, 112.49 feet to the beginning of a tangent curve, concave southerly, having a radius of 649.00 feet;

**THENCE** westerly along said curve, through a central angle of 18°24'59", an arc length of 208.61 feet to a tangent line;

**THENCE** South 87°16'18" West, 217.61 feet to the west line of the Southeast quarter of said Section 24;

**THENCE** leaving said north line, along said west line, South 00°14'18" West, 80.11 feet to the southerly line of said Roosevelt Irrigation District Canal;

**THENCE** along said southerly line the following 15 courses:

**THENCE** North 87°16'18" East, 221.75 feet to the beginning of a tangent curve, concave southerly, having a radius of 569.00 feet;

**THENCE** easterly along said curve, through a central angle of 18°24'59", an arc length of 182.89 feet to a tangent line;

**THENCE** South 74°18'43" East, 112.49 feet to the beginning of a tangent curve, concave northerly, having a radius of 651.00 feet;

**THENCE** easterly along said curve, through a central angle of 15°45'23", an arc length of 179.02 feet to a tangent line;

**THENCE** North 89°55'55" East, 230.48 feet to the beginning of a tangent curve, concave northerly, having a radius of 386.00 feet;

**THENCE** easterly along said curve, through a central angle of 13°50'14", an arc length of 93.22 feet to a tangent line;

**THENCE** North 76°05'40" East, 95.30 feet to the beginning of a tangent curve concave southerly, having a radius of 169.00 feet;

**THENCE** easterly along said curve, through a central angle of 57°30'40", an arc length of 169.64 feet to a tangent line;

**THENCE** South 46°23'39" East, 147.37 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 244.00 feet;

**THENCE** southeasterly along said curve, through a central angle of 13°53'06", an arc length of 59.13 feet to a tangent line;

**THENCE** South 32°30'33" East, 137.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 316.00 feet;

**THENCE** southeasterly along said curve, through a central angle of 39°24'36", an arc length of 217.36 feet to a tangent line;

**THENCE** South 71°55'10" East, 406.13 feet to the beginning of a tangent curve, concave northerly, having a radius of 500.00 feet;

**THENCE** easterly along said curve, through a central angle of 24°31'45", an arc length of 214.06 feet to a tangent line;

**THENCE** North 83°33'05" East, 397.53 feet to the east line of the Southeast quarter of said Section 24;

**THENCE** along said east line, South 00°10'05" West, 838.46 feet to the Southeast corner of said Section 24;

**THENCE** South 00°16'55" West, 2638.96 feet along the east line of the Northeast quarter of said Section 25 to the East quarter corner thereof;

**THENCE** North 89°27'14" West, 407.32 feet along the north line of the Southeast quarter of said Section 25;

**THENCE** leaving said north line, South 00°15'48" West, 600.01 feet to the south line of the north 600.00 feet of said Southeast quarter;

**THENCE** along said south line, South 89°27'14" East, 407.10 feet to the east line of said Southeast quarter;

**THENCE** along said east line, South 00°17'02" West, 388.92 feet;

**THENCE** leaving said east line, North 89°24'28" West, 710.01 feet to the west line of the east 710.00 feet of said Southeast quarter;

**THENCE** along said west line, South 00°17'02" West, 451.00 feet;

**THENCE** leaving said west line, South 89°24'28" East, 710.01 feet to the east line of said Southeast quarter;

**THENCE** along said east line, South 00°17'02" West, 539.00 feet;

**THENCE** leaving said east line, North 89°24'28" West, 793.07 feet;

**THENCE** North 00°17'02" East, 220.00 feet;

**THENCE** North 89°24'28" West, 526.64 feet;

**THENCE** South 00°15'48" West, 880.00 feet along the east line of the Southwest quarter of the Southeast quarter of said Section 25 to the southeast corner thereof;

**THENCE** North 89°24'28" West, 1319.39 feet along the south line of said Southwest quarter of the Southeast quarter to the South quarter corner thereof;

**THENCE** North 89°28'55" West, 1319.26 feet along the south line of the Southwest quarter of said Section 25 to the southeast corner of the Southwest quarter of the Southwest quarter of said Section 25;

**THENCE** North 00°12'14" East, 1318.74 feet along the east line of said Southwest quarter of the Southwest quarter to the northeast corner thereof;

**THENCE** North 89°28'05" West, 660.08 feet along the north line of said Southwest quarter of the Southwest quarter to the northeast corner of the Northwest quarter of said Southwest quarter of the Southwest quarter;

**THENCE** South 00°11'04" West, 989.18 feet along the east line of the West half of the Southwest quarter of the Southwest quarter to the south line of the north half of the Southwest quarter of the Southwest quarter of the Southwest quarter of said Section 25;

**THENCE** North 89°28'43" West, 659.74 feet along the south line of said north half of the Southwest quarter of the Southwest quarter of the Southwest quarter to the west line of the Southwest quarter of said Section 25;

**THENCE** along said west line, North 00°09'54" East, 2308.37 feet to the West quarter corner of said Section 25;

**THENCE** North 00°09'49" East, 329.76 feet along the west line of the Northwest quarter of said Section 25 to the northwest corner of the south half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 25;

**THENCE** South 89°27'36" East, 660.64 feet along the north line of said south half of the Southwest quarter of the Southwest quarter of the Northwest quarter to the northeast corner thereof, also being on the west line of the east half of the west half of the Northwest quarter of said Section 25;

**THENCE** along said west line, North 00°11'00" East, 2308.83 feet to the southwest corner of the Southeast quarter of the Southwest quarter of the Southwest quarter of said Section 24;

**THENCE** North 00°12'30" East, 660.34 feet along the west line of said Southeast quarter of the Southwest quarter of the Southwest quarter to the northwest corner thereof;

**THENCE** South 89°29'01" East, 661.56 feet along the north line of said Southeast quarter of the Southwest quarter of the Southwest quarter to the northeast corner thereof;

**THENCE** North 00°13'06" East, 660.12 feet along the west line of the Southeast quarter of the Southwest quarter of said Section 24 to the northwest corner thereof;

**THENCE** North 89°27'51" West, 1323.35 feet along the south line of the north half of the Southwest quarter of said Section 24 to the southwest corner thereof;

**THENCE** South 00°11'54" West, 1321.14 feet along the east line of the Southeast quarter of the Southeast quarter of said Section 23 to the southeast corner thereof;

**THENCE** North 89°45'16" West, 1321.07 feet along the south line of said Southeast quarter of the Southeast quarter to the southwest corner thereof;

**THENCE** North 00°17'24" East, 2642.07 feet along the west line of said Southeast quarter of the Southeast quarter and the west line of the Northeast quarter of the Southeast quarter of said Section 23 to the northwest corner thereof;

**THENCE** South 89°45'47" East, 1316.84 feet along the north line of said Northeast quarter of the Southeast quarter to the West quarter corner of said Section 24;

**THENCE** North 00°11'49" East, 2642.19 feet along the west line of the Northwest quarter of said Section 24 to the Northwest corner thereof;

**THENCE** North 00°16'14" East, 2643.26 feet along the west line of the Southwest quarter of said Section 13 to the West quarter corner thereof;

**THENCE** South 89°19'51" East, 990.05 feet along the north line of said Southwest quarter to the east line of the west 990.00 feet of the Northwest quarter of said Section 13;

**THENCE** along said east line, North 00°06'42" East, 2641.97 feet to the north line of said Northwest quarter;

**THENCE** along said north line, South 89°16'05" East, 1668.06 feet to the **POINT OF BEGINNING.**

(The above described Parcel 2 contains a computed area of 75,242,976 sq. ft.).

**PARCEL NO. 3:**

**BEGINNING** at a found G.L.O. brass cap in hand hole accepted as the Northeast corner of said Section 36, from which a found 3 inch brass cap, R.L.S. 36563, dated 2003, accepted as the East quarter corner thereof bears South 00°11’29” West, 2640.81 feet;

**THENCE** South 00°11'29" West, 2640.81 feet along the east line to the East Quarter corner of said Section 36;

**THENCE** North 89°24'20" West, 1321.09 feet along the south line of the Northeast quarter of said Section 36;

**THENCE** North 00°13'42" East, 2640.75 feet along the west line of the East half of said Northeast quarter;

**THENCE** South 89°24'28" East, 1319.39 feet along the north line of the Northeast quarter of said Section 36 to the **POINT OF BEGINNING**.

(The above described Parcel 3 contains a computed area of 3,486,385 sq. ft.).

**PARCEL NO. 4:**

**COMMENCING** at a found G.L.O. brass cap in hand hole accepted as the Northwest corner of said Section 31, from which a found 3 inch brass cap, R.L.S. 36563, dated 2003, accepted as the West quarter corner thereof bears South 00°11’29” West, 2640.81 feet;

**THENCE** South 88°59’43” East, 1324.62 feet along the north line of the Northwest quarter of said Section 31 to the **POINT OF BEGINNING;**

**THENCE** continuing along said north line, South 88°59’43” East, 1324.62 feet to the North quarter corner of said Section 31;

**THENCE** South 89°00’03” East, 1326.74 feet along the north line of the Northeast quarter of said Section 31 to the northeast corner of the Northwest quarter of the Northeast quarter of said Section 31;

**THENCE** South 00°17’00” West, 1303.88 feet along the east line of said Northwest quarter of the Northeast quarter to the southeast corner thereof;

The following 7 courses are defined by the Final Plat of “Unit Two Roosevelt Citrus Acres”, as filed in Book 19, Page 3, Records of Maricopa County, Arizona;

**THENCE** South 89°14'12" East, 1325.80 feet along the south line of the Northeast quarter of the Northeast quarter of said Section 31 to the southeast corner thereof;

**THENCE** South 00°19'21" West, 1298.40 feet along the east line of the Northeast quarter of said Section 31 to the East quarter corner thereof;

**THENCE** South 00°19'53" West, 663.38 feet along the east line of the Southeast quarter of said Section 31, to the easterly prolongation of the south line of Lot 52, Block 3 of said final plat;

**THENCE** along said easterly prolongation, the south line of Lots 41 through 44 and Lots 49 through 52, and the westerly prolongation of the south line of said Lot 41, North 89°20'59" West, 2648.77 feet to the North-South Mid-Section line of said Section 31;

**THENCE** along said North-South Mid-Section line, North 00°14'40" East, 657.68 feet to the East-West Mid-Section line of said Section 31;

**THENCE** along said East-West Mid-Section line, North 89°28'24" West, 1323.30 feet to the intersection of the roadways lying southwest of the southwest corner of Lot 7 of said Final Plat;

**THENCE** North 00°13'04" East, 1314.88 feet along the center of the roadway lying west of and abutting Lots 1, 3, 5, & 7 to the north line of said Final Plat;

**THENCE** North 00°13'04" East, 1314.88 feet along the east line of the West half of the Northwest quarter of said Section 31 to the northeast corner thereof, being the **POINT OF BEGINNING.**

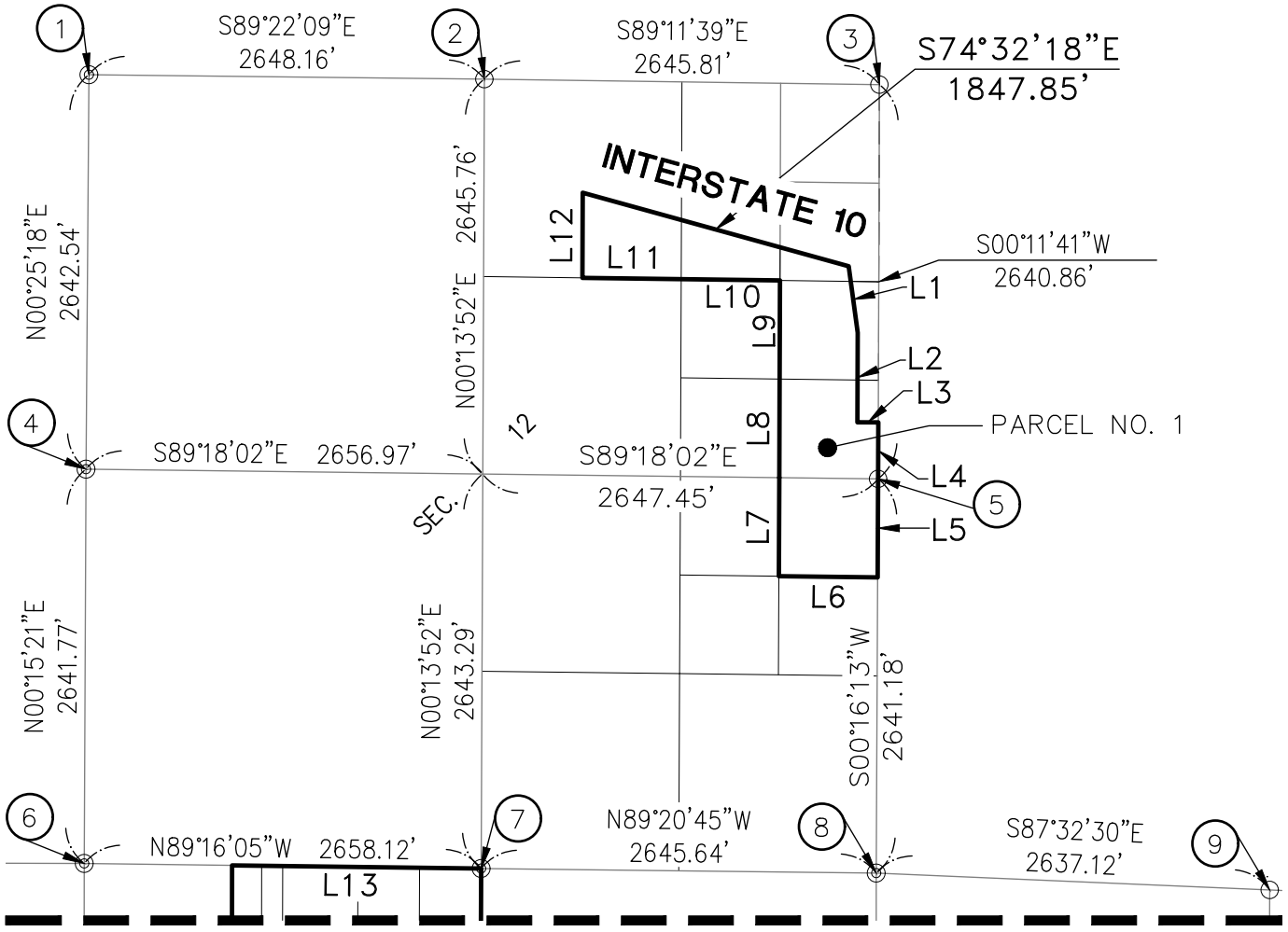
(The above described Parcel 4 contains a computed area of 10,412,949 sq. ft.).

The above described Parcels 1, 2, 3 and 4 contain a combined computed area of 90,912,632 sq. ft. (2087.067 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1966
Date: April 2024






**MATCH SHEET 2**

## LEGEND

- BOUNDARY LINE
- SECTION LINE
- PARCEL LINE
- EASEMENT LINE

N

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 4/04/2024
ARIZONA, U.S.A.
Expires 12/31/2024

THE AREA IS 90,912,632 SQ. FT. OR 2087.067 ACRES

SHEET 1 OF 9

| | |
|---|---|
| PROJ.NO.: | 1966 |
| DATE: | APR 2024 |
| SCALE: | N.T.S. |
| DRAWN BY: | JK |
| CHECKED BY: | KJP |

CIPRIANI
OVERALL BOUNDARY
BUCKEYE, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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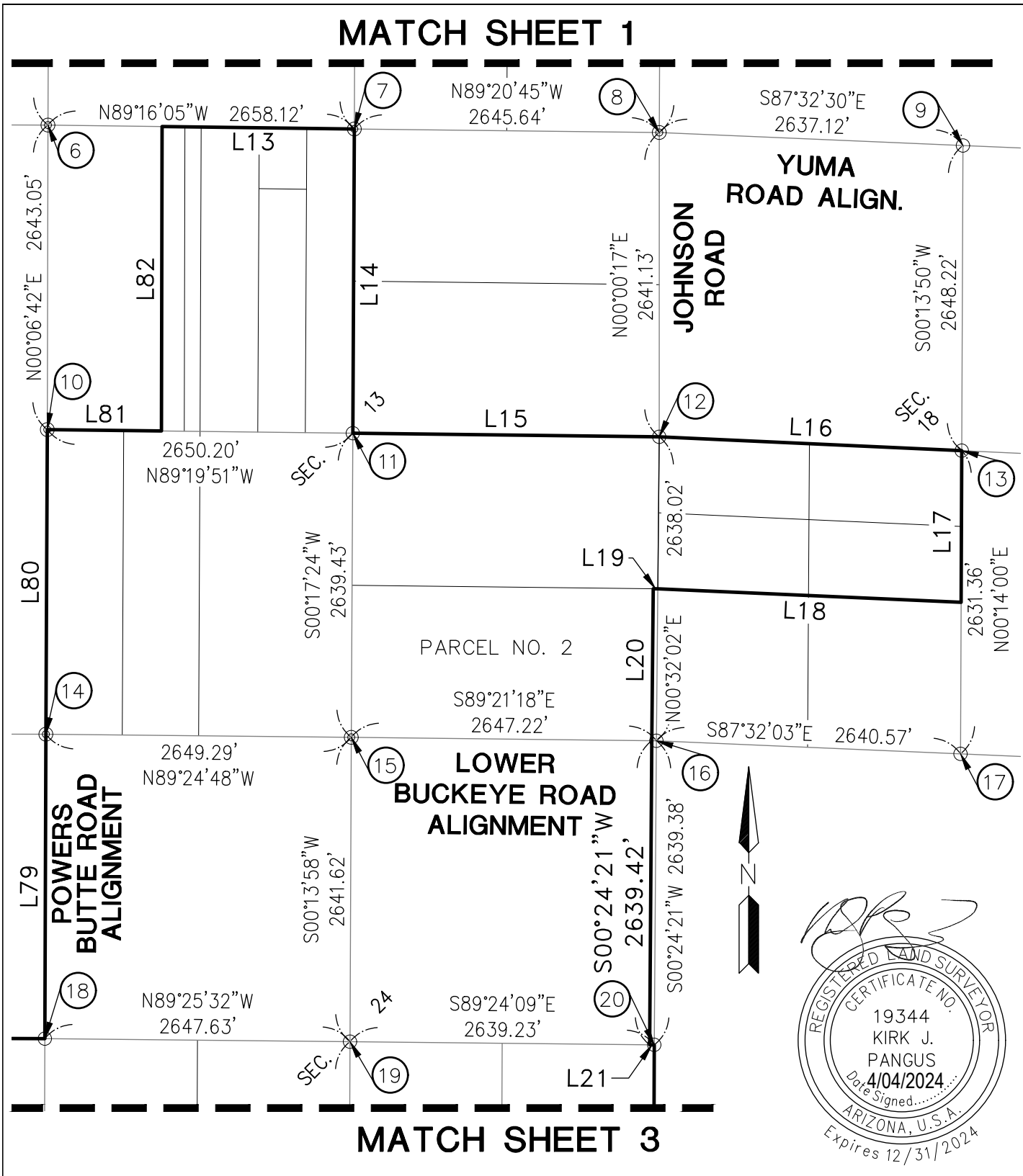


REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 4/04/2024
ARIZONA, U.S.A.
Expires 12/31/2024

SHEET 2 OF 9

| | |
|---|---|
| PROJ.NO.: | 1966 |
| DATE: | APR 2024 |
| SCALE: | N.T.S. |
| DRAWN BY: | JK |
| CHECKED BY: | KJP |

CIPRIANI
OVERALL BOUNDARY
BUCKEYE, ARIZONA

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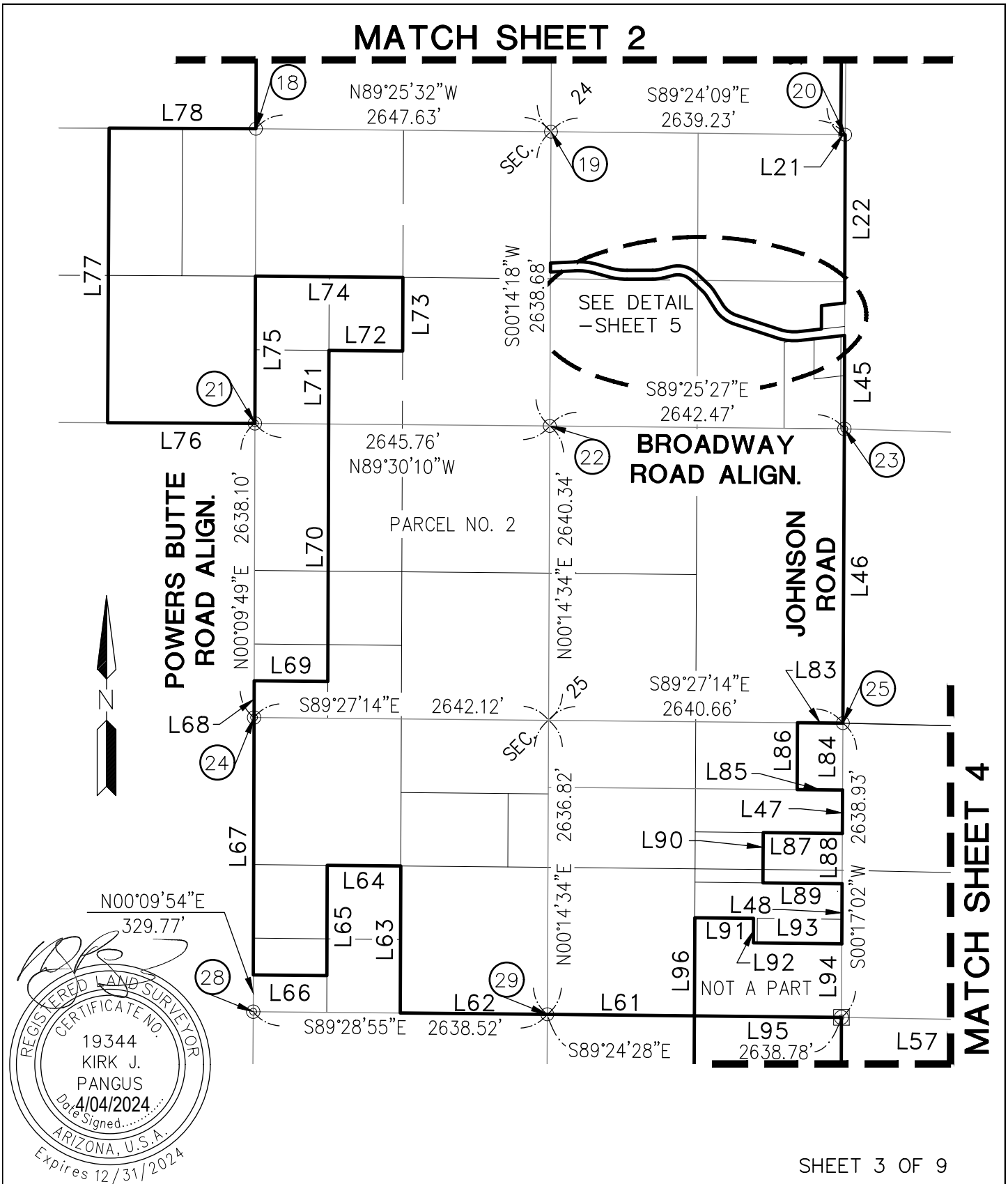


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KIRK J.
PANGUS
Date Signed 4/04/2024
ARIZONA, U.S.A.
Expires 12/31/2024

SHEET 3 OF 9

| | |
|---|---|
| PROJ.NO.: | 1966 |
| DATE: | APR 2024 |
| SCALE: | N.T.S. |
| DRAWN BY: | JK |
| CHECKED BY: | KJP |

CIPRIANI
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BUCKEYE, ARIZONA

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PHOENIX, AZ 85016
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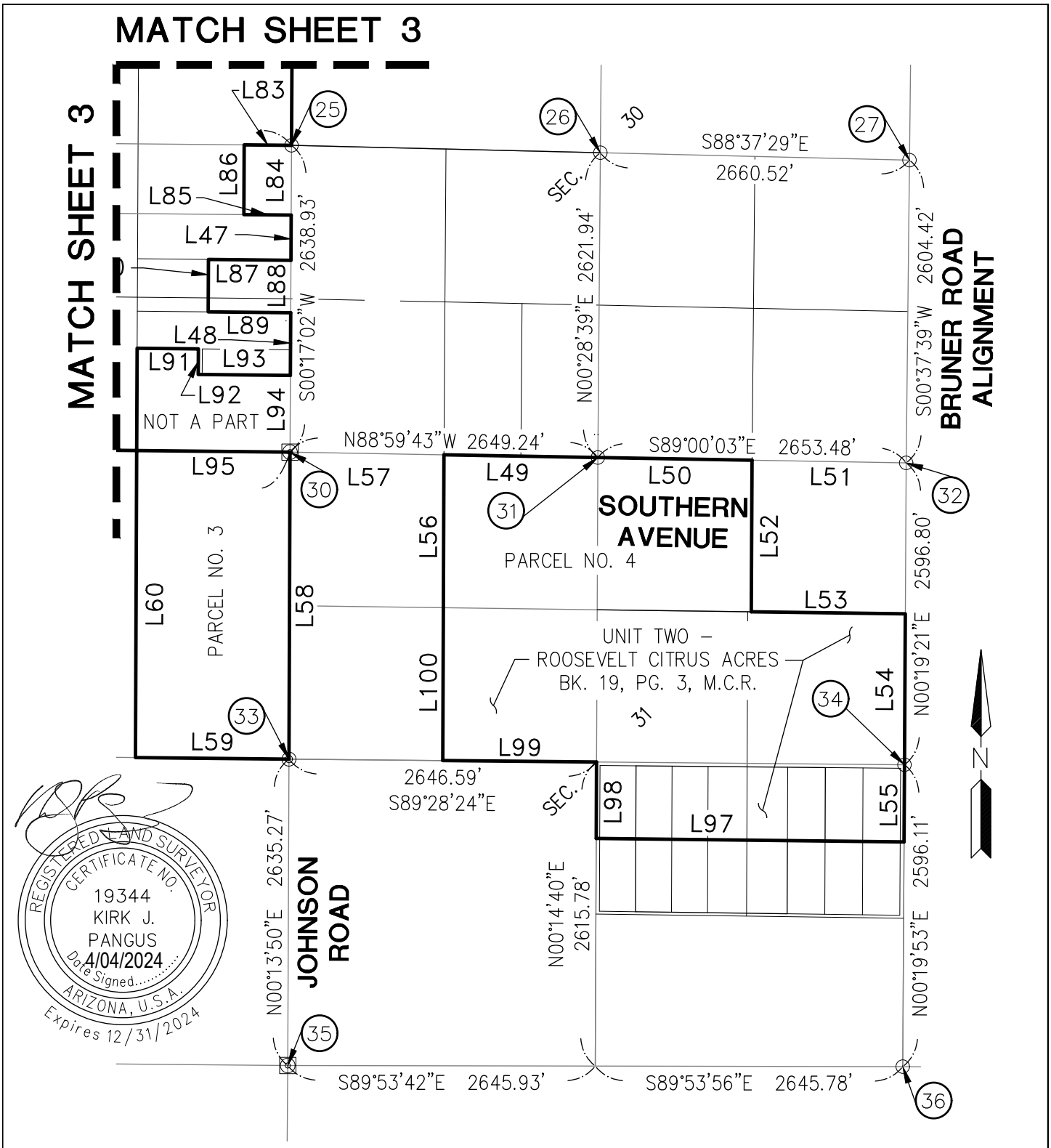


SHEET 4 OF 9

| | |
|---|---|
| PROJ.NO.: | 1966 |
| DATE: | APR 2024 |
| SCALE: | N.T.S. |
| DRAWN BY: | JK |
| CHECKED BY: | KJP |

CIPRIANI

OVERALL BOUNDARY
BUCKEYE, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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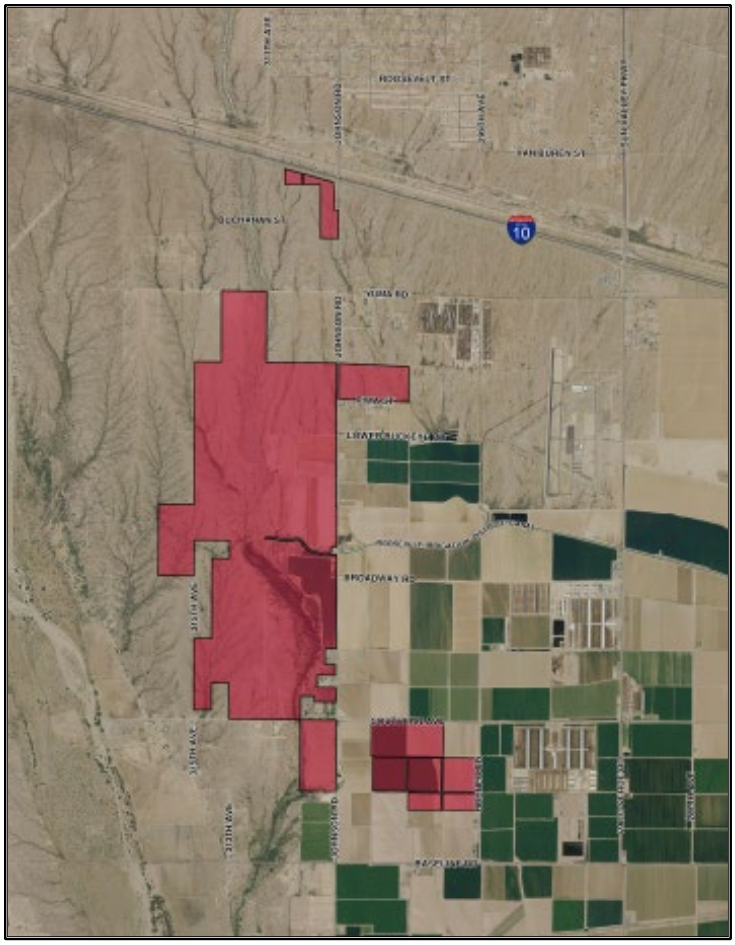
Exhibit E

# CITIZEN PARTICIPATION REPORT

## FOR THE CIPRIANI COMMUNITY MASTER PLAN AMENDMENT



FEBRUARY 6, 2024

## A. OVERVIEW

The Citizen Review Report is being submitted in association with a request for a major amendment to the Cipriani Community Master Plan (the "CMP") to clarify the application of land uses, the land use budget, and the development standards. The Cipriani Community Master Plan covers approximately 2,016 acres and is generally bounded by Yuma Road, 315th Avenue, Johnson Road, and Southern Avenue (the "Site"). The proposed project would update the CMP with modern uses and development standards. As this Citizen Review Plan is implemented, a Report will be created for City Staff and updated throughout the process.

The entire project team is sensitive to the importance of neighborhood involvement and creating a positive relationship with property owners, residents, business owners, homeowners' associations, and other interested parties in the surrounding context and the City of Buckeye as a whole. Communication with these parties will be ongoing throughout the entitlement process. Work has already begun on compiling a list of impacted and interested stakeholders and neighborhood outreach began prior to the application filing. Outreach efforts will continue throughout the CMP amendment process.

## B. COMMUNITY INVOLVEMENT

On June 1, 2023, surrounding property owners, HOAs and other interested parties were noticed via first class mail regarding the project. The distribution of this notification met the City's 500' radius mailing requirements as specified in the Citizen Participation Process packet and Section 8.2.3.I of the Zoning Ordinance. A copy of the radius map and mailing list is attached as **Exhibit A**. This notification contained information about the project, an invitation to the neighborhood open house, and the development team's contact information. A copy of this notification letter is attached as **Exhibit B**. After sending the notification letter, the development team received two (2) telephone calls – one (1) from a residential neighbor and one (1) from the Arizona State Land Department. Both requested additional information on the project. Neither expressed opposition or requested further information.

On June 21, 2023, an in-person neighborhood open house was held at the Buckeye Chamber of Commerce. The neighborhood open house provided information about the project and gave an additional opportunity for neighbors to provide comments to the development team and ask questions. Approximately 10-12 people attended the open house. Feedback from participants focused on whether the CMP amendment would change their individual zoning, whether they would be annexed into the City of Buckeye as a result of the CMP amendment, as well as traffic and road improvement questions.

The development team will continue to be accessible by phone and email to ensure that the community members have ongoing opportunities to comment and ask questions. The development team will keep the planning staff updated on the status of the Citizen Participation Plan by providing updated reports as we progress through the process.

On January 29, 2024, two (2) signs were posted to the Site to notify the community about the date and time of public hearings. This posting met the requirements stated in the Rezoning Process Guide packet. A picture of the sign posting is attached as **Exhibit C**. On January 29, 2024, surrounding property owners, HOAs and other interested parties were noticed via first class mail of the upcoming public hearings. A copy of the notification letter is attached as **Exhibit D**. Finally on January 29, 2024, a publication was posted in the newspaper informing the community of the upcoming hearings. A copy of the publication is attached as **Exhibit E**.

A vital part of the outreach process is to allow people to express their concerns and understand issues and attempt to address them in a professional and timely matter. Again, the entire team realizes the importance of the neighborhood involvement process and is committed to communication and outreach for the project.

## C. TENTATIVE OUTREACH SCHEDULE

1st Submittal – April 7, 2023

2nd Submittal – August 28, 2023

Neighborhood Open House – June 21, 2023

Submittal of Citizen Participation Report – September 19, 2023

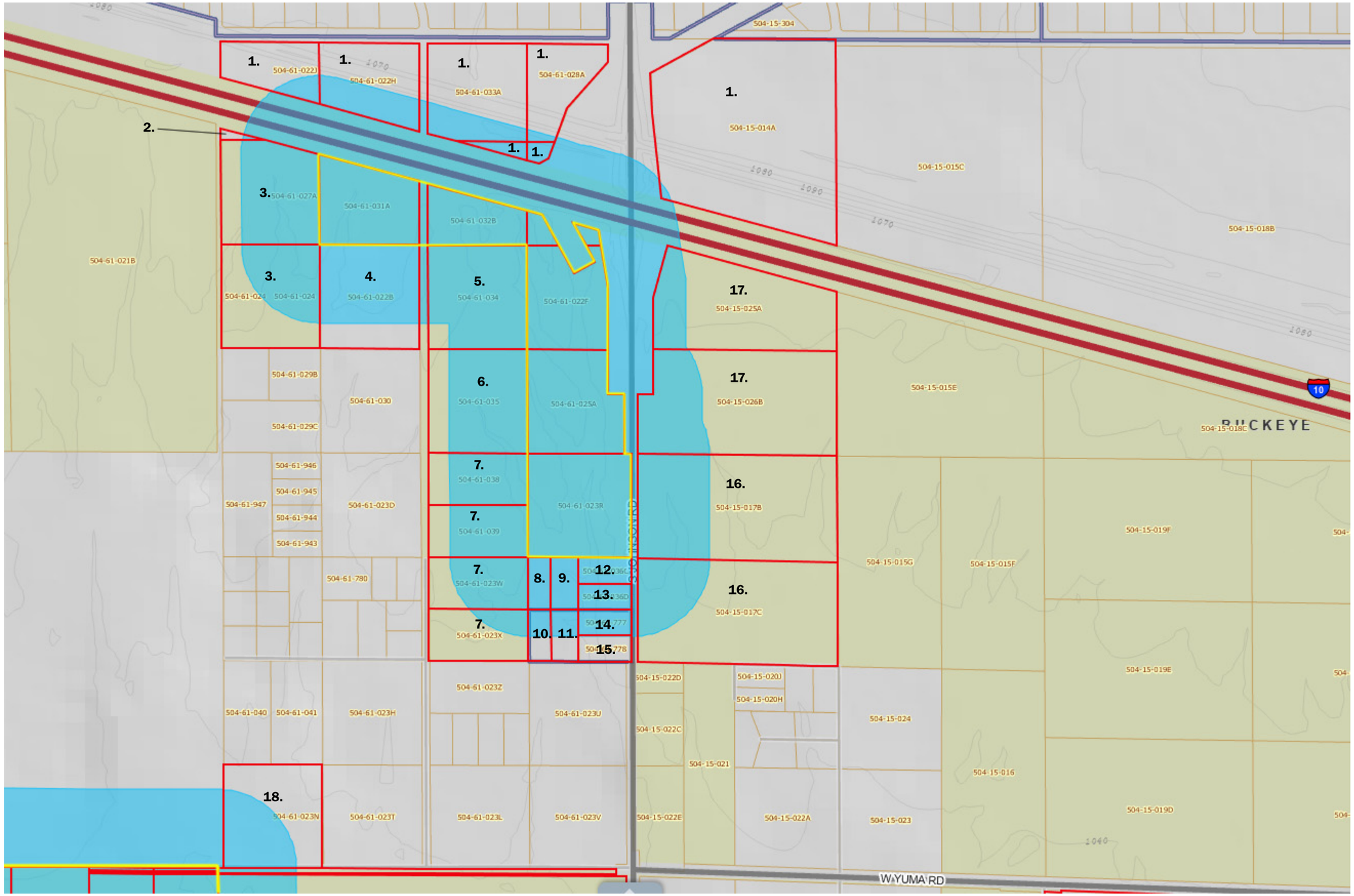
Planning and Zoning Commission Hearing – February 13, 2024, at 6:00 pm

City Council Hearing – TBD (applicant will mail notice to surrounding property owners and interested parties, post signs to the property, and print a publication in the newspaper at least 15 days prior to the public hearing)

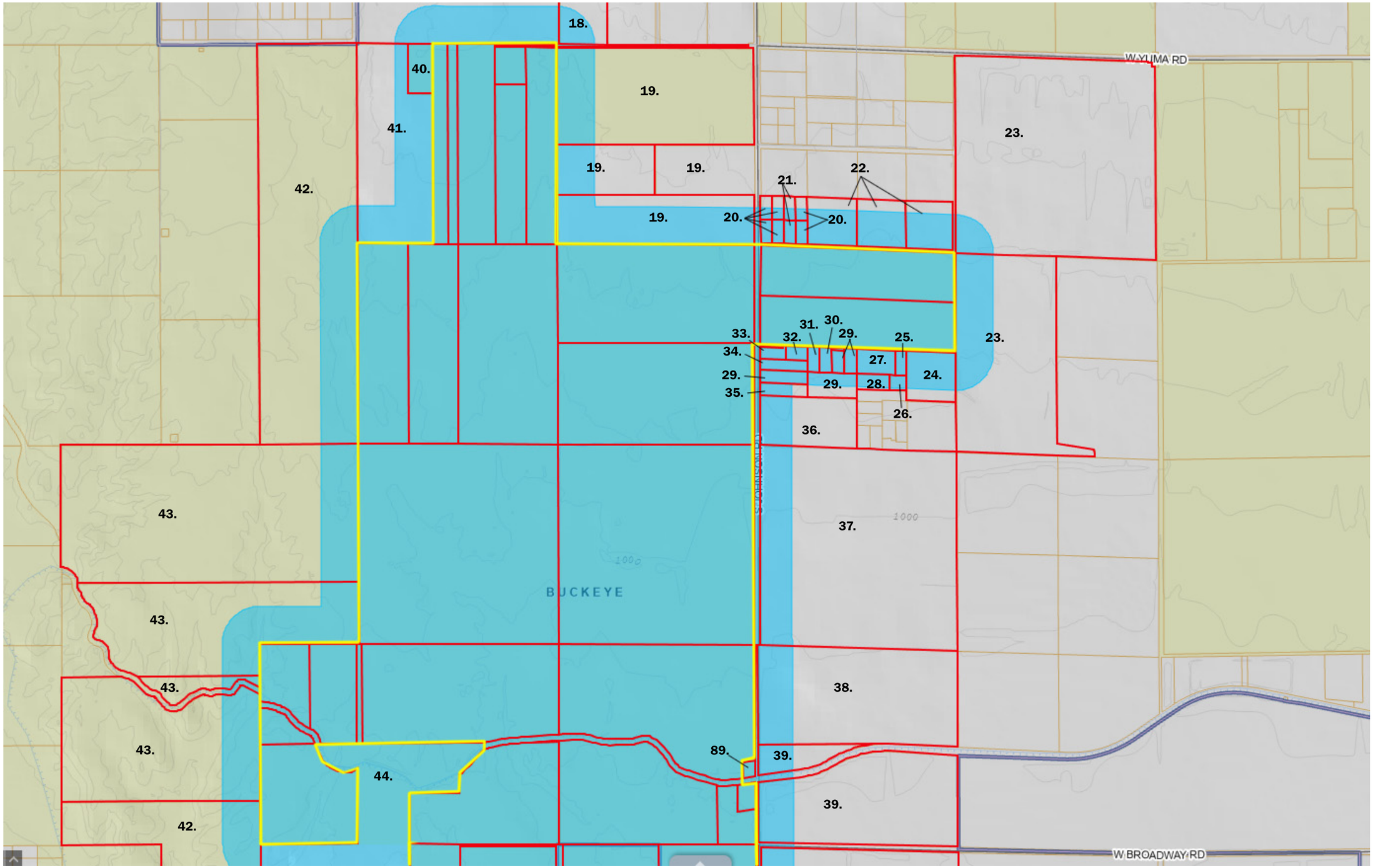
# Exhibit A

Radius Map and Notification List

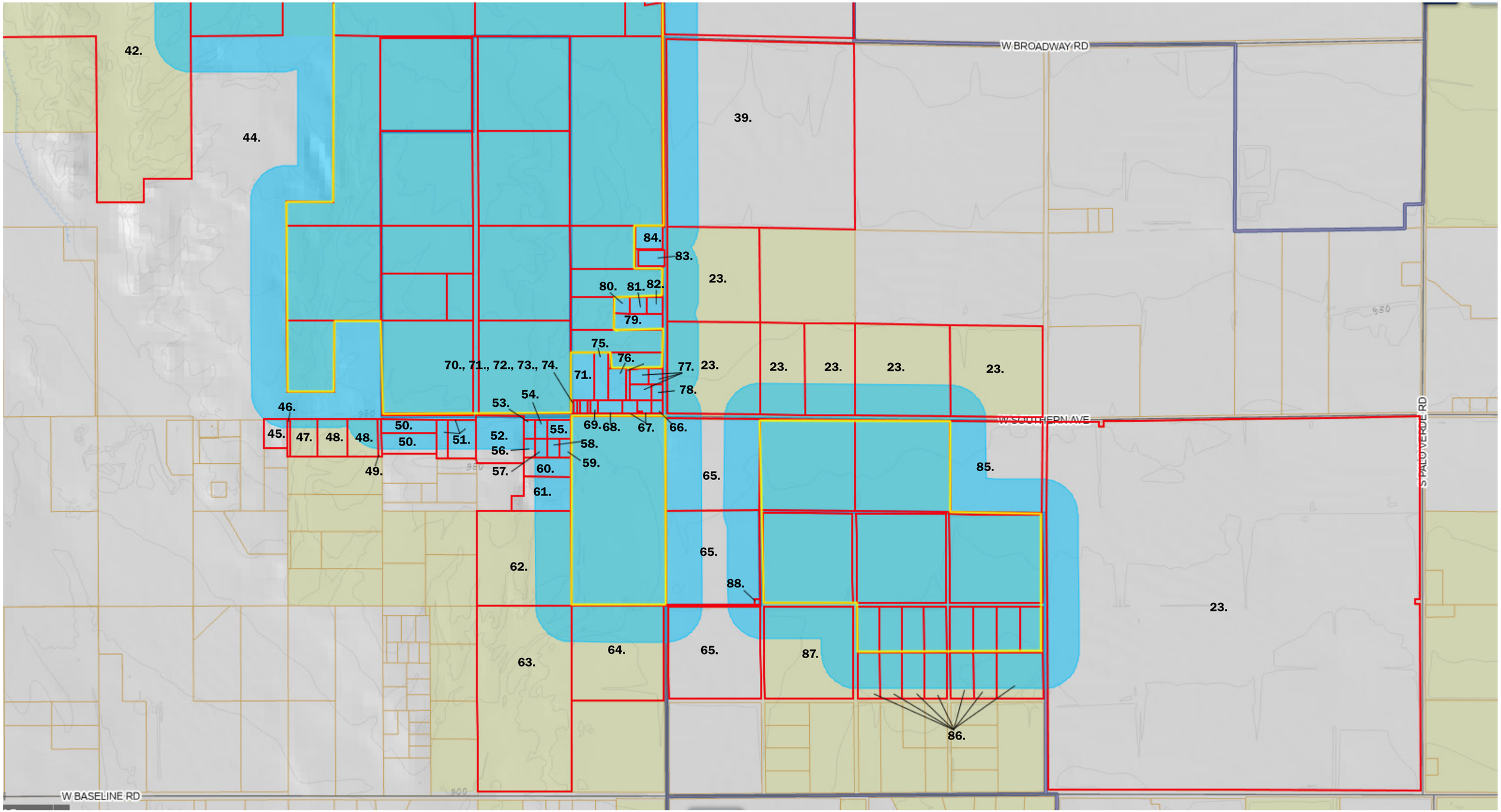
# NORTHERN PROJECT AREA - 500 FOOT BUFFER



# CENTRAL PROJECT AREA - 500 FOOT BUFFER



# SOUTHERN PROJECT AREA - 500 FOOT BUFFER




1606

## SURROUNDING PROPERTIES WITHIN 500 FEET

| Ownership ID | Parcel Number | Owner | Mailing Address |
|---|---|---|---|
| 1. | 504-15-014A<br>504-61-022H<br>504-61-022J<br>504-61-026C<br>504-61-028A<br>504-61-033A<br>504-61-511 | FLOOD CONTROL DISTRICT OF MARICOPA COUNTY | 2801 W DURANGO ST PHOENIX AZ USA 85009 |
| 2. | 504-61-022K | AZ STATE OF | 205 S 17TH AVE PHOENIX AZ USA 85007 |
| 3. | 504-61-024<br>504-61-027A | SHEMER DOUGLAS | 5230 E SHANGRI-LA RD SCOTTSDALE AZ USA 85254 |
| 4. | 504-61-022B | CHOLODIUK SHEAN | 1570 OLD BRODHEAD RD MONACA PA USA 15061 |
| 5. | 504-61-034 | DANIEL J AND WILMA O ZALES LIVING TRUST/ZALES WALTER J/KATHY R/ETAL | 1931 W BONANZA LN PHOENIX AZ USA 85085 |
| 6. | 504-61-035 | TRUITT ENTERPRISES 401K PLAN | 8040 E MORGAN TRL STE 22 SCOTTSDALE AZ USA 85258 |
| 7. | 504-61-023W<br>504-61-023X<br>504-61-038<br>504-61-039 | GEM IRREVOCABLE TRUST | 7849 RANCHO MIRAGE DR LAS VEGAS NV USA 89113 |
| 8. | 504-61-036A | KRAFT CHRISTIAN P/ROXXANNE E | 1814 FLORIA ST NO 211 HUNTINGTON BEACH CA USA 92648 |
| 9. | 504-61-036B | MARTINEZ ANDREW | 624 S JOHNSON RD BUCKEYE AZ USA 85326 |
| 10. | 504-61-775 | LOPEZ GLORIA JEANETTE | 732 S JOHNSON RD BUCKEYE AZ USA 85326 |
| 11. | 504-61-776 | ANDERSON CORSON DEL/LAUREN | 726 S JOHNSON RD BUCKEYE AZ USA 85326 |
| 12. | 504-61-036C | DO HANNA NGUYEN | 608 S JOHNSON RD BUCKEYE AZ USA 85326 |
| 13. | 504-61-036D | HERNANDEZ MARTIN/LETICIA | 616 S JOHNSON RD BUCKEYE AZ USA 85326 |
| 14. | 504-61-777 | SCHELER JAMES M/NICOLE H | 710 S JOHNSON RD BUCKEYE AZ USA 85326 |
| 15. | 504-61-778 | GIRON MANUEL SANCHEZ/MARIA DE LA LUZ DE | 718 S JOHNSON RD BUCKEYE AZ USA 85396 |
| 16. | 504-15-017B<br>504-15-017C | BUCKEYE COMMERCE PARK LLC | PO BOX 531210 HENDERSON NV USA 89052 |
| 17. | 504-15-025A<br>504-15-026B | POINT GREY ESTATES LLC | 17594 W AGAVE CT GOODYEAR AZ USA 85338 |
| 18. | 504-61-023N | LARA NORLEEN F | 7255 E BROADWAY RD MESA AZ USA 85208 |
| 19. | 504-31-001B<br>504-31-001F<br>504-31-001G<br>504-31-001H<br>504-31-001J | WRUBLIK CHILDRENS HOLDING LLC | PO BOX 8510 SURPRISE AZ USA 85374 |
| 20. | 504-30-064A<br>504-30-064B<br>504-30-064D<br>504-30-065A<br>504-30-065B<br>504-30-065D | ES INVESTMENTS LLC | 14175 W INDIAN SCHOOL RD SUITE B4-542 GOODYEAR AZ USA 85395 |
| 21. | 504-30-064C<br>504-30-065C | VERA HOMES LLC | 4125 W BANFF LN PHOENIX AZ USA 85053 |
| 22. | 504-30-007G<br>504-30-007L<br>504-30-007M | FOLTZ JOHN E/MARIE D | 9830 N 79TH PL SCOTTSDALE AZ USA 85258 |
| 23. | 504-30-005G<br>504-30-006C<br>504-37-014P<br>504-37-014Q<br>504-37-014W<br>504-37-014X<br>504-37-014Y<br>504-37-014Z<br>504-37-023C | STOTZ FARMS INC | 11111 W MCDOWELL RD AVONDALE AZ USA 85392 |
| 24. | 504-30-004L | SUBHI M KALLA TRUST B | 7820 N 47TH PL PARADISE VALLEY AZ USA 85253 |
| 25. | 504-30-059 | HOLGUIN LETICIA | 30318 W ROOSEVELT ST BUCKEYE AZ USA 85396 |
| 26. | 504-30-051B | HAGGARD DONALD RAY/DEBRA LYNN | 6822 W ROMA AVE PHOENIX AZ USA 85033 |
| 27. | 504-30-060 | HENDERSON JEAN | 30420 W LOWER BUCKEYE RD BUCKEYE AZ USA 85326 |
| 28. | 504-30-051A | HENDERSON JAMES LEE/ANGELA VICTORIA | 19845 N 36TH DR GLENDALE AZ USA 85308 |
| 29. | 504-30-004Q<br>504-30-004Y<br>504-30-049C<br>504-30-049D<br>504-30-049E | DNT RENTS LLC | 2310 N POMEROY CIR MESA AZ USA 85201 |
| 30. | 504-30-049A | CROOKS BRADLEY | 26306 N 15TH AVE PHOENIX AZ USA 85085 |
| 31. | 504-30-050 | MILLER SHIRLEY | 30545 W WATKINS ST BUCKEYE AZ USA 85326 |
| 32. | 504-30-048D | COLIN JAZMIN/IVAN | 2401 S JOHNSON RD BUCKEYE AZ USA 85326 |
| 33. | 504-30-048C | ENRIQUEZ NEMESIO | 25811 W WILLIAMS ST BUCKEYE AZ USA 85326 |
| 34. | 504-30-061 | COTA SAMUEL E/RACHEL M | 2423 S JOHNSON RD BUCKEYE AZ USA 85326 |
| 35. | 504-30-004X | PALMER KENNETH/DONNA | 2609 S JOHNSON RD BUCKEYE AZ USA 85326 |
| 36. | 504-30-004E | AYCOCK ROY F/OLIVE JEAN TR | 3816 E ELM ST PHOENIX AZ USA 85018 |
| 37. | 504-30-017A | J BAR R FARMS LIMITED PARTNERSHIP | 25500 W BROADWAY RD BUCKEYE AZ USA 85326 |
| 38. | 504-30-030 | J BAR R FARMS LTD PARTSHIP | 25500 W BROADWAY BUCKEYE AZ USA 85326 |
| 39. | 504-30-018<br>504-30-019<br>504-37-016 | GREEN FARMS LTD | 5201 E FANFOL DR PARADISE VALLEY AZ USA 85253 |
| 40. | 504-31-004L | LPC PROPERTIES LLC | 9117 W MONTANA DE ORO CT PEORIA AZ USA 85383-2203 |
| 41. | 504-31-004K | WRUBLIK JOHN | 13001 S RAINBOW VALLEY RD BUCKEYE AZ USA 85326 |
| 42. | 504-31-018<br>504-36-097A | DESERT CREEK MPC LLC | 600 WINSLOW WAY E 247 BAINBRIDGE ISLAND WA USA 98110 |
| 43. | 504-31-023F<br>504-31-023G<br>504-31-023H<br>504-31-023E | BUCKEYE 1680 LLC | 271 WINSLOW WAY E STE 10727 BAINBRIDGE ISLAND WA USA 98110 |
| 44. | - | ARIZONA STATE LAND DEPARTMENT | 1110 WEST WASHINGTON STREET PHOENIX AZ 85007 |
| 45. | 504-36-020M | MONTENEGRO RICARDO A/MARINA NATALY | 31507 W SOUTHERN AVE BUCKEYE AZ USA 85326 |
| 46. | 504-36-038J | ARIZONA STATE OF | 301 W JEFFERSON ST 10TH FL PHOENIX AZ USA 85003 |
| 47. | 504-36-038R | SANCHEZ ADRIANA | 5015 W WILSHIRE DR PHOENIX AZ USA 85035 |

| | | | |
|---|---|---|---|
| 48. | 504-36-038P<br>504-36-038Q | FUERST FABIAN/LAURENZ | SCHOENBURGSTRASSE 40 TOP 3 1040 VIENNA AUT |
| 49. | 504-36-038D | CARTER KEVIN LYNWOOD | 1640 S 233RD AVE BUCKEYE AZ USA 85326 |
| 50. | 504-36-033M<br>504-36-033N | STANTON AND SUSAN SCOW TRUST | 6225 S 312TH AVE BUCKEYE AZ USA 85326 |
| 51. | 504-36-033J<br>504-36-033K<br>504-36-033L | SCOW NATHAN S/AMBERLYN B | PO BOX 1268 BUCKEYE AZ USA 85326 |
| 52. | 504-36-035D | WILLIAM AND MAURICETTE MAY LIVING TRUST | 15923 W MULBERRY DR GOODYEAR AZ USA 85395 |
| 53. | 504-36-035K | PYLAT SARA/LAWRENCE/DOSSETT KARIN M | 6007 S 310TH AVE BUCKEYE AZ USA 85326 |
| 54. | 504-36-035L | SJ PROJECTS LLC | 610 E BELL RD #2-157 PHOENIX AZ USA 85022 |
| 55. | 504-36-035X | JOHNSON EDWARD | 30924 W PLEASANT LN BUCKEYE AZ USA 85326 |
| 56. | 504-36-035Q | POLAND FAMILY REVOCABLE LIVING TRUST | 764 HOMESTEAD AVE LATHROP CA USA 95330 |
| 57. | 504-36-035R | REGORY EDWARD/HAZEL | 30937 W PLEASANT LN BUCKEYE AZ USA 85326 |
| 58. | 504-36-035S | BUNCH TRACY/ANGELA | 30923 W PLEASANT LN BUCKEYE AZ USA 85326 |
| 59. | 504-36-035T | JAMES BERTIE M/STARLENE | 30915 W PLEASANT LN BUCKEYE AZ USA 85326 |
| 60. | 504-36-035V | NORTHERN STATES COMMERCIAL LLC | 6921 S 220TH AVE BUCKEYE AZ USA 85326 |
| 61. | 504-36-035W | HELM RICHARD ALVIN | 22232 W YAVAPAI ST BUCKEYE AZ USA 85326 |
| 62. | 504-36-039E | RICHARD JAY GOULD REVOCABLE LIVING TRUST | PO BOX 1265 TUBAC AZ USA 85646 |
| 63. | 504-36-032 | EMPIRE MORTGAGE XVI LLC | 11350 MCCORMICK RD HUNT VALLEY MD USA 21031 |
| 64. | 504-36-034K | JOHNSON BASELINE LLC | 2726 E BELLA VISTA RD SAN TAN VALLEY AZ USA 85143 |
| 65. | 504-64-003<br>504-64-026<br>504-64-027 | RM MOSER FAMILY LLLP | PO BOX 548 BUCKEYE AZ USA 85326 |
| 66. | 504-36-002 | LERMA FREDDIE/NICHOLLS GLORIA LERMA | 5810 S JOHNSON RD BUCKEYE AZ USA 85326 |
| 67. | 504-36-001B<br>504-36-001C<br>504-36-001D | CAMARILLO BENIO S & ESTELLA M ETAL | RT 2 BOX 889-A BUCKEYE AZ USA 85326 |
| 68. | 504-36-042 | PEREZ SALVADOR/ANGELINA | 6234 W RAYMOND ST PHOENIX AZ USA 85043 |
| 69. | 504-36-043A | PATERAKIS KATHRYN JEAN/WOERTINK ANDREA LEE | 30832 W SOUTHERN AVE BUCKEYE AZ USA 85326 |
| 70. | 504-36-003V | ALVARADO PAMELA | 30844 W SOUTHERN AVE BUCKEYE AZ USA 85326 |
| 71. | 504-36-003K<br>504-36-003U | JESUS HERRERA TRUST | 8606 W VAN BUREN ST TOLLESON AZ USA 85353 |
| 72. | 504-36-003P | NEWREZ LLC | 55 BEATTIE PL STE 500 GEENVILLE SC USA 29601 |
| 73. | 504-36-003R | REYES CYNTHIA ROSE SOLTERO | PO BOX 623 BUCKEYE AZ USA 85326 |
| 74. | 504-36-003T | MENDOZA ANTONIO | 5901 N 515TH AVE TONOPAH AZ USA 85354 |
| 75. | 504-36-099 | MOTA BRYAN | 21707 W NARRAMORE RD BUCKEYE AZ USA 85326 |
| 76. | 504-36-003M<br>504-36-098 | GOMEZ ANDRES/RAQUEL ARROYO | 5802 E JOHNSON RD BUCKEYE AZ USA 85326 |
| 77. | 504-36-107F<br>504-36-107G<br>504-36-107H | IBARRA MONSERRAT MARTIN | 81 W HEREFORD DR SAN TAN VALLEY AZ USA 85143 |
| 78. | 504-36-044A | RUELAS ADAN GONZALES | 4302 S 6TH AVE PHOENIX AZ USA 85041 |
| 79. | 504-36-101 | LUNA FELIPE ORTIZ/ORTIZ SAN JUANA CORONA | 31039 W PORTLAND ST BUCKEYE AZ USA 85396 |
| 80. | 504-36-100F | MORAN DEAN V/MELANIE R | 17200 W. BELL RD STE 1022 SURPRISE AZ USA 85374 |
| 81. | 504-36-100E | NELSON MATTHEW | 5512 S JOHNSON RD BUCKEYE AZ USA 85326 |
| 82. | 504-36-100D | LOPEZ-ACOSTA RICARDO | 5508 S JOHNSON RD BUCKEYE AZ USA 85326 |
| 83. | 504-36-040J<br>504-36-041 | TYREE DONALD F/KATHLEEN M | 125 4TH AVE E BUCKEYE AZ USA 85326 |
| 84. | 504-36-040H | RANDALL CHARLES R/KERRY J | 5204 S JOHNSON RD BUCKEYE AZ USA 85326 |
| 85. | 504-64-029B | IACONA PROPERTIES LLC | 3641 E LA SALLE ST PHOENIX AZ USA 85040 |
| 86. | 504-64-001G<br>504-64-007<br>504-64-008<br>504-64-009<br>504-64-011E<br>504-64-011G<br>504-64-012 | DHANJAL SEWA SINGH/SUKHVINDER KAUR | 3214 S SARIVAL AVE GOODYEAR AZ USA 85338 |
| 87. | 504-64-001D | BUCKEYE BASELINE ONE LLC | 807 CANYON GREENS DR LAS VEGAS NV USA 89144 |
| 88. | 504-64-025 | BUCKEYE LOT 130 LLC | 3900 S HUALAPAI WAY STE 100 LAS VEGAS NV USA 89147 |
| 89. | 504-31-012 | ROOSEVELT IRRIGATION DIST | 103 W BASELINE RD BUCKEYE AZ USA 85326 |

# Exhibit B

Open-House Notification Letter

BERRY | RIDDELL LLC

6750 E. Camelback Rd., #100
Scottsdale, AZ 85251
Office: 480-385-2727
www.berryriddell.com

ca@berryriddell.com
Direct: (480) 626-8829

June 2, 2023

*Re:* ***Buckeye Tech Corridor***
Major Amendment to the Cipriani Community Master Plan
(Case Number: PLZZ-23-0005)

Dear Neighbor or Interested Party:

The purpose of this letter is to inform you that we have recently filed a request to amend the Cipriani Community Master Plan (the "Master Plan"), which covers approximately 2,106 acres and is generally bounded by 323rd Avenue to the west, Johnson and Brunner Roads to the east, Southern Avenue to the south, and the Interstate-10 to the north (the "Site").

This amendment will replace the Master Plan that was approved in 2008 for primarily residential uses, update the Master Plan with modern uses and development standards focused on industrial and commercial uses, and provide a framework for future development of the Site in a thoughtful and responsible manner.

This framework is intended to encourage a level of locational flexibility in regard to future development of industrial and commercial uses, while concentrating higher intensity development where infrastructure exists and can be provided to support it. The Site is intended to be developed in planning units, which may be developed in phases with infrastructure and public facilities designed and sized to accommodate planned improvements with each phase.

We would like to invite you to a neighborhood meeting to discuss the proposed amendment. For more information on the project ahead of the meeting, please see the attached aerial map and industrial and commercial land use group graphics.

We are hosting an in-person informational meeting at the date, time, and location listed below:

**Location**: Buckeye Chamber of Commerce
508 E Monroe Avenue,
Buckeye, AZ 85326

**Date**: June 21st, 2023

**Time**: 5:30 PM

If you are unable to attend the meeting, please contact Elyse DiMartino at (480) 682-3916, or via email at ed@berryriddell.com and she will be happy to provide you with information about the

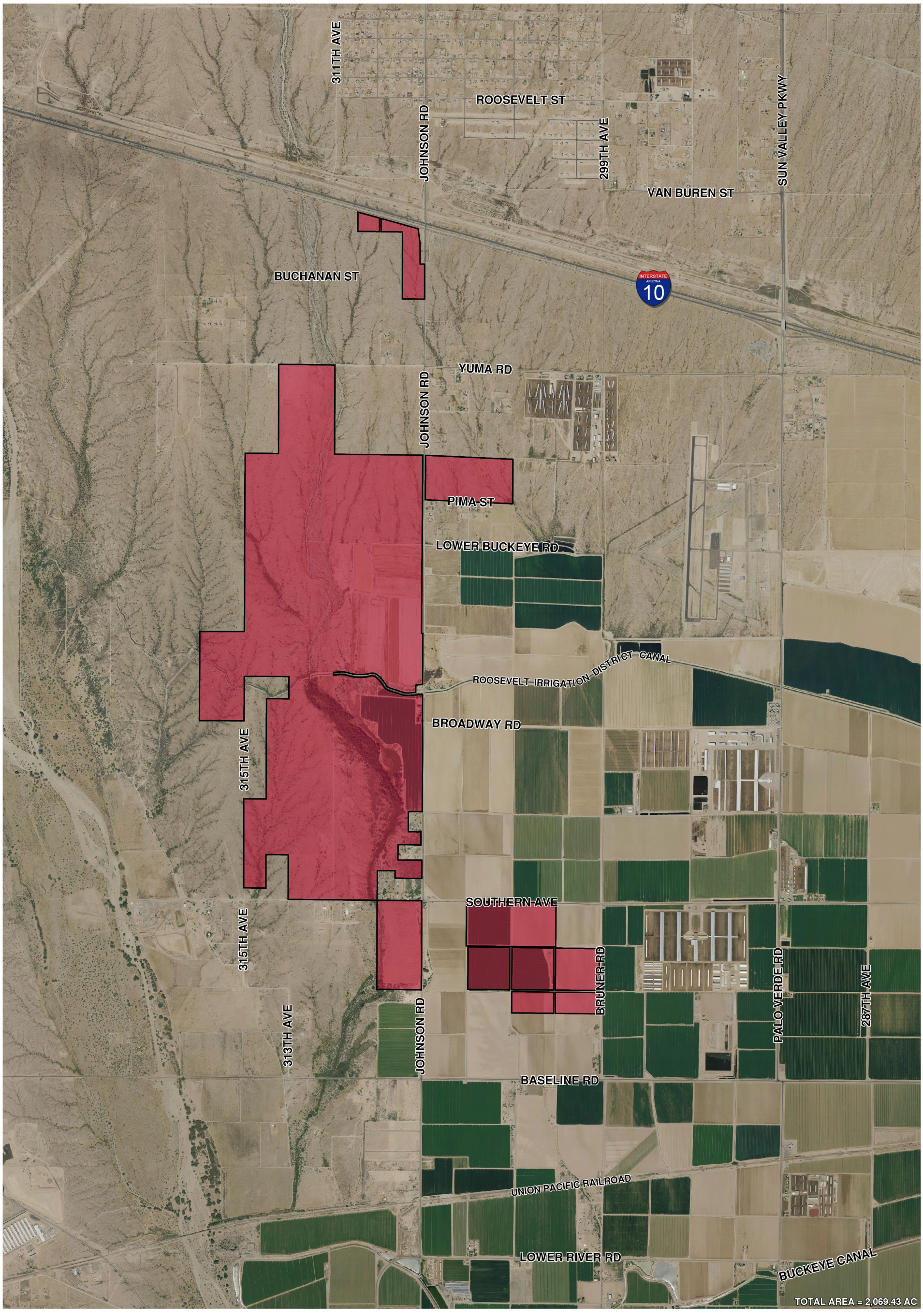
proposal. You may also contact Ken Galica, Principal Planner with the City of Buckeye, at (623) 349-6214, or via email at kgalica@buckeyeaz.gov.

Sincerely,



Cassandra Ayres

Enclosures




Cipriani

Buckeye, Arizona

# AERIAL VICINITY MAP

1200 600 0 1200

SCALE: 1" = 1200'

SCALE: 1"=1200' (36X48)

1966 MARCH 2022 NORTH

HILGARTWILSON

ENGINEER | PLAN | SURVEY | MANAGE

This plan is conceptual and subject to change through the planning and development process.

U:\1900\1966\1966.02 Arizona Land Consulting LLC\PLANNING\ENTITLEMENT\PAC\1st Submittal\FIGURES\1966 – AERIAL VICINITY MAP.dwg 3/10/2022 4:47 PM

**Berry | Riddell LLC**

# Neighborhood Meeting - Cipriani

June 21, 2023

Sign-in Sheet

| Print Name | Address | Phone | Email |
|---|---|---|---|
| EDDIE GUTZMAN | 4281 Woodward RD. C.C. AZ 8412 | 702 460 2791 | EGUTZMAN@COX.NET |
| * RICARDO MONTENEGRO | 31507 W. SOUTHERN AVE. 85326 | 818) 588-8671 | rmontenegro85@YAHOO.com |
| * Jesus/Juan Hernandez | 30850 W Southern Ave | 602.5832568 | JuanHernandez4712@Gmail.com |
| * WALTER ZALES | 2220 W ST BONITA LN CASA GRANDE | 5204211951 | WZALES@COX.NET |
| * KATHY ZALES | 1931 W. BONANZA LN Phx 85008 | 623-572-9749 | PORTERAZ@Q.COM |
| Daniel J. Zales | 1147 E. Barrus Dr Casa Grande AZ 85122 | 303 2881238 | DZ1958.Outlook.Com |
| * Bryan Mota | 21707 W Narramore rd | 623 810 8622 | motabryan380@gmail.com |
| Monica Duarte | 16551 N. 151 CT. surprise AZ. 85374 | 623 203-5083 | rmduarte@cox.net |
| Jack Helsten | 8600 N 66th Place | 480-749-3700 | jhelsten@sandiego.edu |
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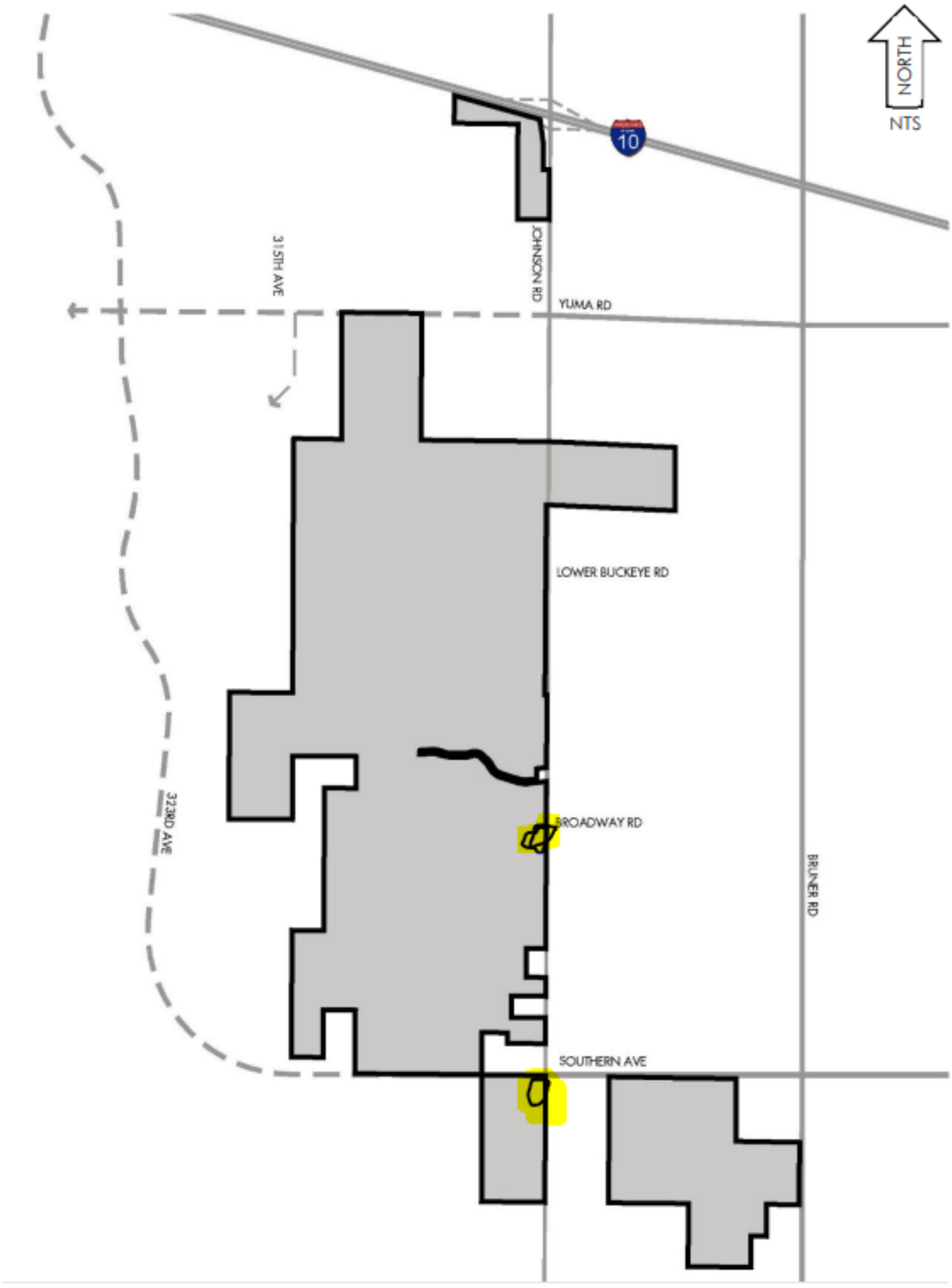
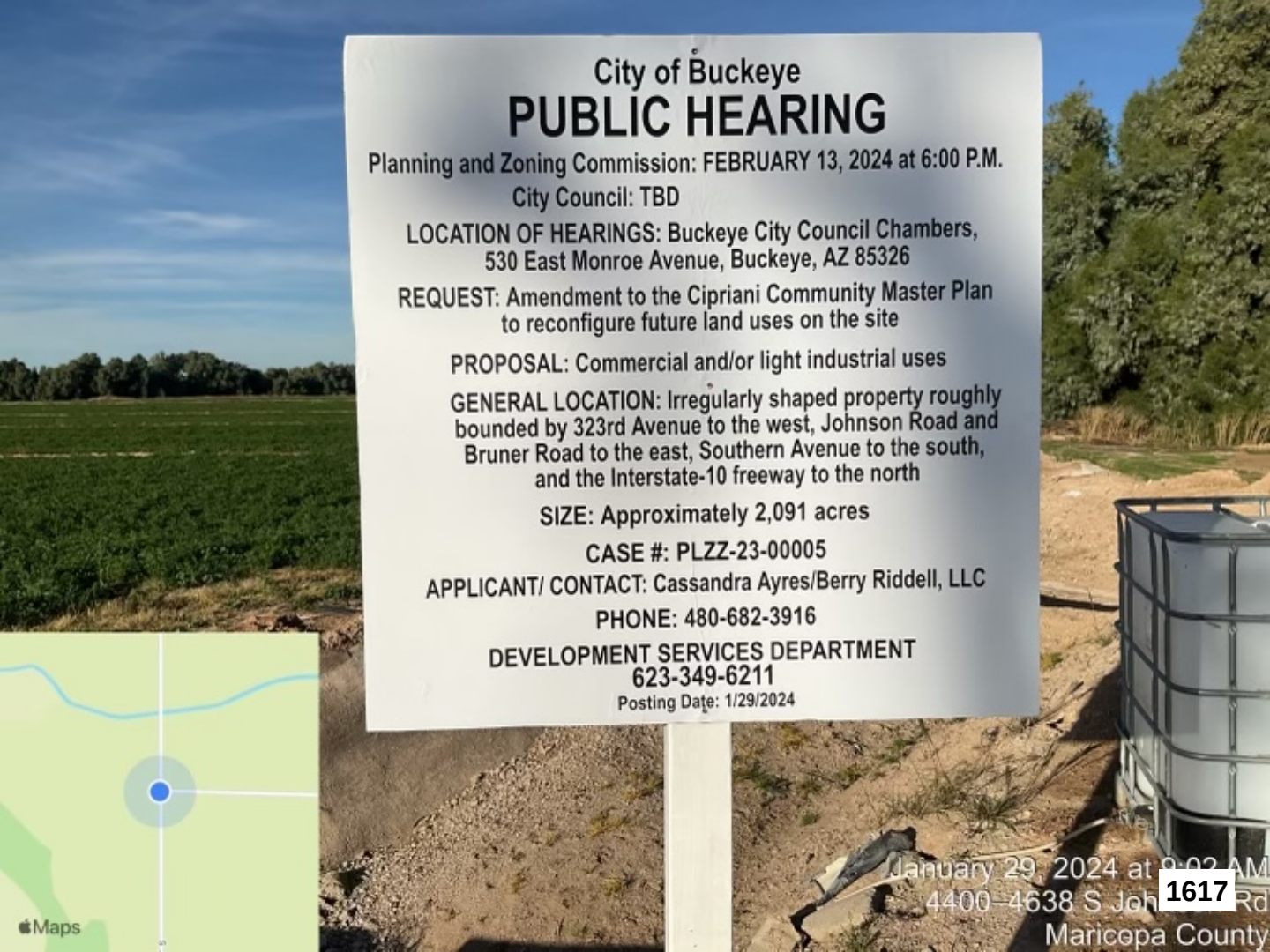
# Exhibit C

Sign Posting


NORTH
NTS
10
315TH AVE
JOHNSON RD
YUMA RD
LOWER BUCKEYE RD
323RD AVE
BROADWAY RD
BRUNER RD
SOUTHERN AVE


City of Buckeye
PUBLIC HEARING
Planning and Zoning Commission: FEBRUARY 13, 2024 at 6:00 P.M.
City Council: TBD
LOCATION OF HEARINGS: Buckeye City Council Chambers, 530 East Monroe Avenue, Buckeye, AZ 85326
REQUEST: Amendment to the Cipriani Community Master Plan to reconfigure future land uses on the site
PROPOSAL: Commercial and/or light industrial uses
GENERAL LOCATION: Irregularly shaped property roughly bounded by 323rd Avenue to the west, Johnson Road and Bruner Road to the east, Southern Avenue to the south, and the Interstate-10 freeway to the north
SIZE: Approximately 2,091 acres
CASE #: PLZZ-23-00005
APPLICANT/ CONTACT: Cassandra Ayres/Berry Riddell, LLC
PHONE: 480-682-3916
DEVELOPMENT SERVICES DEPARTMENT
623-349-6211
Posting Date: 1/29/2024
Maps
January 29, 2024 at
30701–30755 W South
Maricopa County
1616


City of Buckeye
PUBLIC HEARING
Planning and Zoning Commission: FEBRUARY 13, 2024 at 6:00 P.M.
City Council: TBD
LOCATION OF HEARINGS: Buckeye City Council Chambers, 530 East Monroe Avenue, Buckeye, AZ 85326
REQUEST: Amendment to the Cipriani Community Master Plan to reconfigure future land uses on the site
PROPOSAL: Commercial and/or light industrial uses
GENERAL LOCATION: Irregularly shaped property roughly bounded by 323rd Avenue to the west, Johnson Road and Bruner Road to the east, Southern Avenue to the south, and the Interstate-10 freeway to the north
SIZE: Approximately 2,091 acres
CASE #: PLZZ-23-00005
APPLICANT/ CONTACT: Cassandra Ayres/Berry Riddell, LLC
PHONE: 480-682-3916
DEVELOPMENT SERVICES DEPARTMENT
623-349-6211
Posting Date: 1/29/2024
Maps
January 29, 2024 at
4400–4638 S
Maricopa County
1617

# Exhibit D

Public Hearing Notification Letter

January 29, 2024

Dear Property Owner or Neighborhood Association Representative:

The purpose of this follow-up letter is to inform you that we have recently filed a request via Zoning Case Number PLZZ-23-00005 to amend the Cipriani Community Master Plan, an approximately 2,091-acre irregularly shaped site roughly bounded by 323rd Avenue to the west, Johnson Road and Bruner Road to the east, Southern Avenue to the south, and the Interstate-10 freeway to the north (the "Site"). The intent of the Amendment is to reconfigure future land uses on the Site, including elimination of residential uses and the expansion of commercial and/or light industrial uses. This letter is to inform you that a Planning and Zoning Commission hearing has been set to review our case.

The meeting details are as follows:

| | |
|---|---|
| **Planning Commission Hearing:** | February 13, 2024, at 6:00 pm<br>Buckeye City Council Chambers<br>530 E Monroe Avenue |
| **City Council Hearing:** | TBD. A follow-up letter will be sent to inform you of the City Council hearing date. |

You are welcome to attend this hearing to learn about the case and make your opinions known. Please confirm the meeting details with the City of Buckeye Development Services Department before attending as they are subject to change. Hearing information may also be found on signs posted on the site. The City of Buckeye staff planner can answer your questions regarding the city hearing processes as well as the staff position once their report is complete. If you have questions for our staff planner, Ken Galica, he can be reached at (623) 349-6214 or kgalica@buckeyeaz.gov. You are also urged to contact me or one of my staff at (480) 682-3916 or ed@berryriddell.com to learn more about the case and provide input.

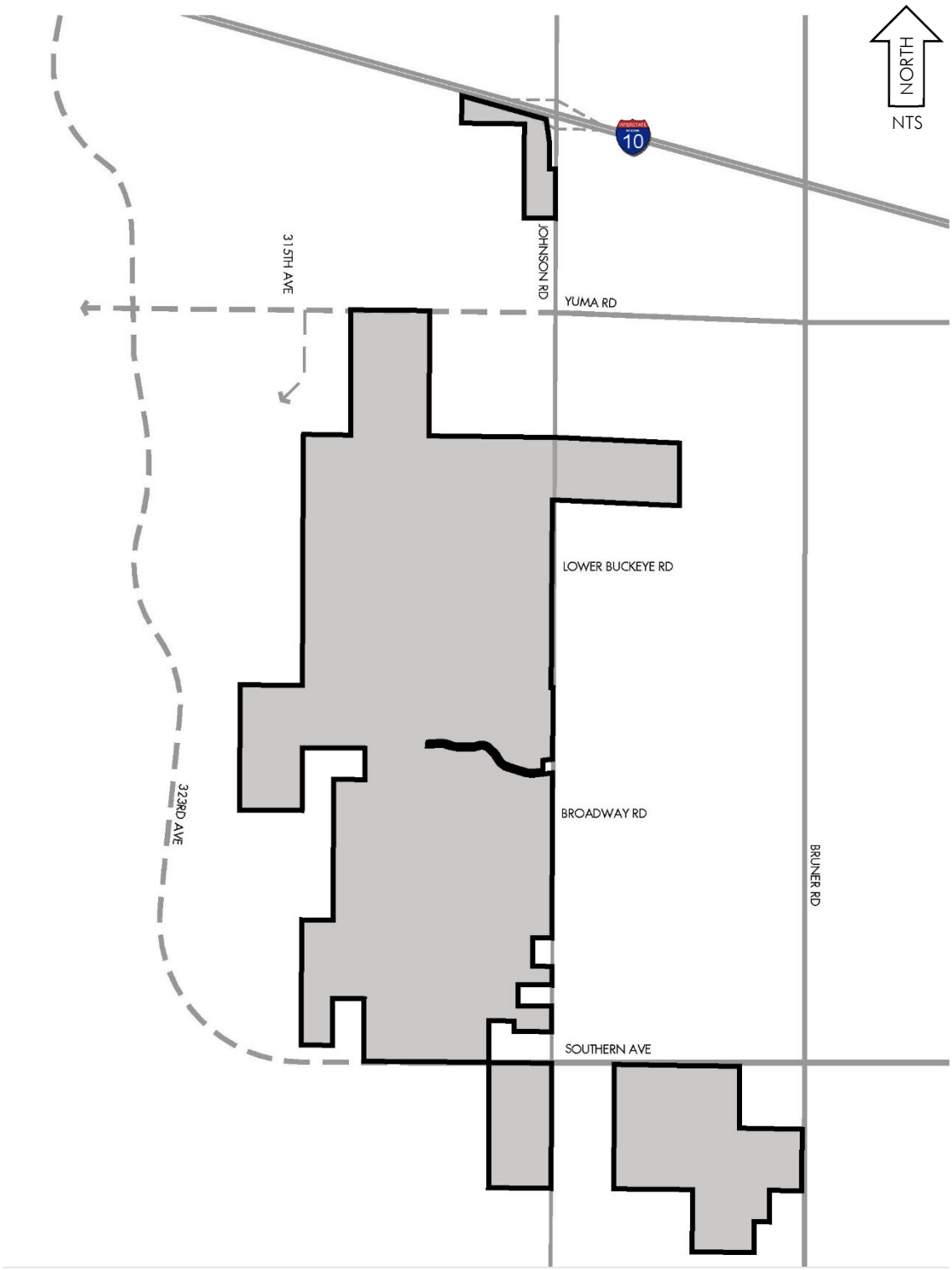
Again, I would be happy to answer any questions or hear any concerns that you may have regarding this proposal. You may reach me at (480) 682-3916 or ed@berryriddell.com.

Sincerely,



Cassandra Ayres

## FIGURE 1.1 - PROPERTY

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**WHEN RECORDED, RETURN TO:**

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

Space Above This Line Reserved for Recorder's Use

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# NOTICE OF TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT

**THIS DOCUMENT MODIFIES THE TERMS OF A DOCUMENT PREVIOUSLY RECORDED IN THE OFFICIAL RECORDS OF THE MARICOPA COUNTY RECORDER ON SEPTEMBER 12, 2008, AT INSTRUMENT NUMBER 2008-0793673 AND RE-RECORDED ON OCTOBER 2, 2008, AT INSTRUMENT NUMBER 2008-0855678**

1. Effective Date. The effective date of this Notice of Termination and Release of Development Agreement (this "**Agreement**") is _____, 2024 (the "**Effective Date**").

2. Parties. The Parties to this Agreement are:

(a) CITY OF BUCKEYE, ARIZONA ("**City**")
Attention: Dan Cotterman, City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326

(b) WALTER J. ZALES, JR. and NANCY KAY ZALES
Trustees of the WALTER J. ZALES, JR. AND
NANCY KAY ZALES TRUST DATED APRIL 26, 2018 ("**Zales**")
Attention: Walter J. Zales, Jr.
2220 N. Saint Bonita Lane
Casa Grande, AZ 85122

(c) CIPRIANI HOLDINGS, LLC ("**Cipriani**")
Attention: Anita Verma
7181 E. Camelback Rd., Unit 401
Scottsdale, AZ 85251

3. Background. The following is provided as background to this Agreement:

(a) City and Cipriani Land Holdings LLC, previously entered into that certain Development Agreement dated September 2, 2008, which was recorded in the Official Records of the Maricopa County Recorder on September 12, 2008, at Instrument Number 2008-0793673, and re-recorded on October 2, 2008, at Instrument Number 2008-0855678 (the "**Development Agreement**"), with respect to certain real property comprised of approximately 2,106 acres of land, which land is more particularly described in the legal description attached hereto as *Exhibit "A,"* which is incorporated herein by this reference ("**Property**").

(b) Cipriani, as successor in interest to Cipriani Land Holdings, LLC, and Zales (together, the "**Owners**") each separately own portions of the Property that together comprise the entirety of the Property. City and the Owners may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

(c) The Development Agreement was entered into in order to approve the Master Plan for the Property and facilitate the proper development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements; (ii) conditions, terms, restrictions, policies and procedures for the formation of one or more Community Facilities Districts; (iii) the permitted uses for the Property; (iv) the range of densities and intensities of such uses; and (v) other matters related directly or indirectly to the development of the Property.

(d) Section 5(c) of the Development Agreement permits City to modify, terminate, or otherwise change the Master Plan and terminate the Development Agreement "if 'material progress' has not been made by the Owner or such other persons developing the [Property] in the construction of the elements of the public infrastructure required for Phase 1 as shown in the Master Plan (such as and primarily the elements relating to water, sewer and streets) within ten (10) years or has not completed construction on at least 20% of the developable [Property] area for Phase 1 as shown on the Master Plan and within the [City's] water service area within fifteen (15) years, or has not completed construction on at least 95% of the developable [Property] area shown on the Master Plan and within the [City's] water service area within twenty (20) years."

(e) Section 5(c) of the Development Agreement defines the term "material progress" as "the issuance of all governmental permits necessary for the construction of the elements of the public infrastructure required by the Master Plan and the commencement of construction of the elements of the public infrastructure required by the Master Plan."

(f) As of the Effective Date, the first two (2) established time periods have elapsed, and material progress has not been made on any of the development benchmarks.

(g) For the foregoing reasons, the Owners, being the sole owners of the Property, and City now wish to terminate the Development Agreement and release each other from all outstanding obligations and liabilities arising thereunder or in connection therewith.

4. Termination and Release of Development Agreement. For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties terminate the Development Agreement and forever release each other from the obligations required thereby and set forth therein. Each Party relinquishes and forever waives any right it may have to enforce any of the terms and provisions set forth in the Development Agreement, and no Party shall have any further rights, duties, obligations, or liabilities thereunder. The Parties further agree that from and after the Effective Date the Development Agreement shall not affect or encumber the Property.

5. Waiver. By signing below, the Owners, on behalf of themselves and their successors and assigns, agree and consent to waive any and all claims, suits, damages, compensation and causes of action for diminution in value of the Property that the Owners may have now or in the future, resulting from this Agreement. The Owners acknowledge and agree that this Agreement causes an increase in the fair market value of the Property and such increase exceeds any possible reduction in the fair market value of the Property caused by any future land use laws, rules, ordinances, resolutions or actions adopted or applied by City to the Property.

6. Jurisdiction, Venue and Choice of Law. Any action or dispute arising from or in connection with this Agreement shall be brought in a court of competent jurisdiction in Maricopa County, Arizona. This Agreement shall be governed by the laws of the State of Arizona. In the event of any action or dispute arising from or in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

7. Counterparts. This Agreement may be executed in one or more counterparts and each executed counterpart shall, for all purposes, be deemed an original and shall have the same force and effect as an original, but all of which together shall constitute in the aggregate but one and the same instrument.

8. Authorizations. By signing below, City and the Owners affirm that they are each and all duly authorized to enter into, execute and deliver this Agreement without the further consent of any other person or entity and have not delegated, assigned or otherwise conveyed any of their respective rights, duties or obligations under the Development Agreement.

9. Conflict of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to Ariz. Rev. Stat. § 38-511.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, City has executed this Notice of Termination and Release of Development Agreement as of the Effective Date.

**CITY OF BUCKEYE, ARIZONA,** an Arizona municipal corporation

By:_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this ___ day of _____ _____, 2024, the foregoing Notice of Termination and release of Development Agreement was acknowledged before me by Eric W. Orsborn, Mayor of the City of Buckeye, a municipal corporation, for the purposes set forth herein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

IN WITNESS WHEREOF, Zales has executed this Notice of Termination and Release of Development Agreement as of the Effective Date.

**OWNER:**

WALTER J. ZALES, JR. and NANCY KAY ZALES Trustees of the WALTER J. ZALES, JR. AND NANCY KAY ZALES TRUST DATED APRIL 26, 2018

By: Walter J Zales Jr

Name: Walter J. Zales JR

Title: Trustee

By: Nancy Kay Zales

Name: Nancy Kay Zales

Title: Trustee

STATE OF ARIZONA )
COUNTY OF MARICOPA )

On this 1 day of December, 2023, the foregoing Notice of Termination and Release of Development Agreement was acknowledged before me by Walter J Zales JR and Nancy Kay Zales, Trustees of the Walter J Zales, Jr., and Nancy Kay Zales Trust dated April 26, 2018, for the purposes set forth herein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

Jessica Mejia
Notary Public
Pinal County, Arizona
My Comm. Expires 08-23-2027
Commission No. 655494

Jessica Mejia

Notary Public in and for the State of Arizona

IN WITNESS WHEREOF, Cipriani has executed this Notice of Termination and Release of Development Agreement as of the Effective Date.

**OWNER:**

CIPRIANI HOLDINGS, LLC,

By: _____

Name: Anita Lallian

Title: Manager

STATE OF ARIZONA )
COUNTY OF MARICOPA )

On this 8th day of December, 2023, the foregoing Notice of Termination and Release of Development Agreement was acknowledged before me by Anita Lallian, _____ of Cipriani Holdings, LLC, for the purposes set forth herein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

LYNDA KOGUTKIEWICZ
Notary Public - Arizona
Pinal County
Commission # 586734
My Comm. Expires Aug 7, 2024

Lynda Kogutkiewicz
Notary Public in and for the State of Arizona

# EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

# EXHIBIT "A"
# CIPRIANI
# DEVELOPMENT AGREEMENT LEGAL DESCRIPTION

PARCEL 1:
The Northeast quarter of the Northeast quarter of the Southeast quarter of Section12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 2:
The East half of the West half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 3:
The West half of the West half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 4:
The East half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCELS 5 THROUGH 11 INCLUSIVE:
INTENTIONALLY OMITTED (ALL OF SECTION 30 PARCELS INTENTIONALLY OMITTED)

PARCEL 12:
The Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 31, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 13:
Lots 1 through 24, inclusive in Block 3 of ROOSEVELT CITRUS ACRES UNIT TWO, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 14:
The West 1188.00 feet of the West half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 990 feet thereof.

PARCEL 15:
Parcel A:
The East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 825 feet thereof.

Parcel B:
The West half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except the West 1188 feet thereof.

PARCEL 16:
Parcel A:
The North 528 feet of the West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel B:
The West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 528 feet of the West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel C:
The East 412.5 feet of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 17:
The South half of the Southeast quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 40 feet thereof

PARCEL 18:
The Northeast quarter of the Northwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 19:
The Northwest quarter of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Also known as Parcel 7 as shown on Results of Survey of West Buckeye-320 Amended and recorded in Book 208 of Maps, page 13, records of Maricopa County, Arizona.

PARCEL 20:
The Southwest quarter of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 21:
The Northwest quarter of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 22:
The Southwest quarter of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 23:
The Southeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 24:
The Southeast quarter of the Northwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 25:
Parcel A:
The Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 659.66 feet; and

EXCEPT the East 359.99 feet;

Being a portion of Parcel 2 of WEST BUCKEYE-320 AMENDED, RESULTS OF SURVEY recorded as Book 208 of Maps, page 13, Maricopa County Records.

Parcel B:
The North 659.66 feet of the Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Being a portion of Parcel 2 of WEST BUCKEYE-320 AMENDED, RESULTS OF SURVEY recorded as Book 208 of Maps, page 13, Maricopa County Records.

PARCEL 26:
Parcel A:
The South 220.00 feet of the East 759.00 feet of that part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 25, said point being 660.00 feet North of the Southeast corner of said Section 25, said point being identical with the Northeast corner of premises conveyed to Antoinette M. Costanzo, et al, described as Parcel No. 1 in Deed recorded in Docket 3021, page 317, Maricopa County Records;

THENCE West along the North line of said Costanzo property and along a line of premises conveyed to R.E. Thomas by Deed recorded in Docket 2818, page 29, Maricopa County Records, 792 feet, more or less, to a corner of said Thomas property;

THENCE North, along a line of said Thomas property and parallel to the East line of said Section 25, 220.00 feet, more or less, to the most Northerly line of said Thomas property;

THENCE West, along the Northern line of said Thomas property described as Parcel No.2 in Deed recorded in Docket 3021, page 317, Maricopa County Records, and parallel with the South line of said Section 25, 528 feet, more or less, to a point on the West line of the East half of the Southeast quarter of said Section 25;

THENCE North, along said West line, 319.00 feet;

THENCE East and parallel with the South line of said Section 25, 1320 feet, more or less, to a point on the East line of said Section 25;

THENCE South, along the East line of said Section 25, 990 feet, more or less, to the POINT OF BEGINNING.

Parcel B:
That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 25, said point being 660.00 feet Northerly of the Southeast corner of said Section 25, and said beginning point being identical with the Northeast corner of the premises conveyed to Antoinette M. Costanzo, described as Parcel No. 1 in Deed recorded in Docket 3021, page 317,Maricopa County Records;

THENCE West, along the North line of said Constanzo property and along a line of the premises conveyed to R.E. Thomas by Deed recorded in Docket 2818, page 29, Maricopa County Records, 792.00 feet to a corner of said Thomas premises;

THENCE North 00 degrees 17 minutes 02 seconds West, along a line of said Thomas premises and parallel to the East line of said Section 25, 220.00 feet to the most Northerly line of said Thomas premises;

THENCE West, along the Northern line of said Thomas premises described as Parcel No.2 in Deed recorded in Docket 3021, page 317, Maricopa County Records, and parallel to the South line of said Section 25, 526.64 feet to a point on the West line of the East half of the Southeast quarter of said Section 25;

THENCE North 00 degrees 18 minutes 52 seconds West, along said West line, 319.00 feet;

THENCE East, parallel with the South line of said Section 25, 1318.00 feet to a point on the East line of said Section 25;

THENCE South 00 degrees 17 minutes 02 seconds East, along the East line of said Section 25, 539.00 feet to the POINT OF BEGINNING;

EXCEPT the South 220.00 feet of the East 759.00 feet, thereof.

PARCEL 27:
Parcel A:
The Northwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in the Patent to said land from the United States of America.

Parcel B:
The Southeast quarter of the Southwest quarter of the Southwest quarter; and the Southeast quarter of the Southwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in Patent to said land from the United States of America.

Parcel C:
The East half of the West half of the Northwest quarter; the Northwest quarter of the Southwest quarter; the Northwest quarter of the Southwest quarter of the Southwest quarter; the South half of the Southwest quarter of the Southwest quarter of the Northwest quarter; and the North half of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in the Patent to said land from the United States of America.

Parcel D:
The North half of the Southwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel E:
The East half of the Northeast quarter of the Southeast quarter; and the Southeast quarter of the Southeast quarter of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 28:
Parcel A:
That part of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the Roosevelt Irrigation District Canal, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 24;

THENCE along the South line of said Section 24, North 89 degrees 36 minutes 15 seconds West, a distance of 541.04 feet;

THENCE North 00 degrees 13 minutes 00 seconds West, a distance of 771.81 feet to a point on the extension of the Southerly line of an 80 foot right of way of the Roosevelt Irrigation District Canal, as called for in that certain deed recorded in Docket 8955, page 111, records of Maricopa County, Arizona;

THENCE along said Southerly right of way line, North 83 degrees 10 minutes, 00 seconds East, a distance of 544.66 feet to the East line of said Section 24;

THENCE along the East line of Section 24, South 00 degrees 13 minutes 00 seconds East, a distance of 838.46 feet to the POINT OF BEGINNING.

EXCEPT any portion lying within the following described property:

That part of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 24, distant 838.46 feet North 00 degrees 13 minutes West (bearing assumed) from the Southeast corner of said Section, said point being on the Southerly line of 80 foot right of way of the Roosevelt Irrigation District Canal;

THENCE South 00 degrees 13 minutes East, 360 feet along said Section line;

THENCE South 83 degrees 10 minutes West, 275.3 feet;

THENCE North 00 degrees 13 minutes West, 360 feet to the Southerly line of said right of way of said canal;

THENCE North 83 degrees 10 minutes East, 275.3 feet to the POINT OF BEGINNING.

Parcel B:
That portion of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of Roosevelt Irrigation District Canal.

EXCEPT that portion more particularly described as follows:

BEGINNING at the Southeast corner of said Section 24;

THENCE along the South line of said Section 24, North 89 degrees 36 minutes, 15 seconds West, a distance of 541.04 feet;

THENCE North 00 degrees 13 minutes 00 seconds West, a distance of 771.81 feet to a point on the extension of the Southerly line of an 80 foot right of way of the Roosevelt Irrigation District Canal, as called for in that certain deed recorded in Docket 8955, page 111, records of Maricopa County, Arizona;

THENCE along said Southerly right of way line, North 83 degrees 10 minutes 00 seconds East, a distance of 544.66 feet to the East line of said Section 24;

THENCE along the East line of Section 24, South 00 degrees 13 minutes 00 seconds East a distance of 838.46 feet to the POINT OF BEGINNING.

Parcel C:
That portion of the Southeast quarter of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 24, a distance of 838.46 feet North 00 degrees, 13 minutes West (bearing assumed) from the Southeast corner of said Section, said point being on the Southerly line of 80 foot right of way of the Roosevelt Irrigation district Canal;

THENCE South 00 degrees, 13 minutes East, 360 feet along said Section line;

THENCE South 83 degrees, 10 minutes West, 275.3 feet;

THENCE North 00 degrees 13 minutes West, 360 feet to the Southerly line of said right of way of said canal;

THENCE North 83 degrees 10 minutes East, 275.3 feet to the POINT OF BEGINNING.

Parcel D:
The East half of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 29:
The Northeast quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT any portion lying within the following described tract of land:

BEGINNING at a point on the East line of the said Section 12, which point bears South 00 degrees 14 minutes 24 seconds East 1320.50 feet from the Northeast corner of said Section 12;

THENCE North 89 degrees 41 minutes 04 seconds West along the North line of said Northeast quarter of the Southeast quarter of the Northeast quarter, a distance of 187.87 feet;

THENCE South 08 degrees 09 minutes 36 seconds East 347.35 feet;

THENCE South 00 degrees 14 minutes 24 seconds East 316.72 feet to a point on the South line of said Northeast quarter of the Southeast quarter of the Northeast quarter;

THENCE South 89 degrees 42 minutes 21 seconds East along said South line, a distance of 140.01 feet to a point on the aforesaid East line of said Section 12;

THENCE North 00 degrees 14 minutes 24 seconds West along said East line a distance of 660.24 feet to the POINT OF BEGINNING.

PARCEL 30:
Parcel A:
The Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT that portion of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, which lies within the following described tract of land:

BEGINNING at a point on the East line of said Section 12, which point bears South 00 degrees 14 minutes 24 seconds East 660.25 feet from the Northeast corner of said Section 12;

THENCE North 89 degrees 39 minutes 48 seconds West along the North line of said Southeast quarter of the Northeast quarter of the Northeast quarter, a distance of 496.89;

THENCE South 21 degrees 31 minutes 25 seconds West 111.28 feet;

THENCE South 76 degrees 35 minutes 55 seconds West 96.65 feet;

THENCE North 74 degrees 58 minutes 59 seconds West 30.41 feet to a point on the West line of said Southeast quarter of the Northeast quarter of the Northeast quarter;

THENCE South 00 degrees 13 minutes 55 seconds East along said West line, a distance of 319.26 feet;

THENCE South 74 degrees 58 minutes 49 seconds East 476.42 feet;

THENCE South 08 degrees 09 minutes 36 seconds East 102.41 feet to a point on the South line of said Southeast quarter of the Northeast quarter of the Northeast quarter;

THENCE South 89 degrees 41 minutes 04 seconds East along said South line, a distance of 187.87 feet to a point on the aforesaid East Section line;

THENCE North 00 degrees 14 minutes 24 seconds West along said East Section line, a distance of 660.25 feet to the POINT OF BEGINNING; and

EXCEPT that portion of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, lying Northerly and Westerly of the existing Northwesterly right of way line of Interstate 10 (Ehrenberg-Phoenix Highway) on December 4, 1972.

Parcel B:
The Southeast quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT BEGINNING at a point on the East line of said Section 12, which point bears North 00 degrees 14 minutes 24 seconds West 378.27 feet from the East quarter corner of said Section 12;

THENCE North 00 degrees 14 minutes 24 seconds West along said East Section line, a distance of 281.97 feet;

THENCE North 89 degrees 42 minutes 21 seconds West along the North line of said Southeast quarter of the Southeast quarter of the Northeast quarter, a distance of 140.01 feet;

THENCE South 00 degrees 14 minutes 24 seconds East, 283.28 feet;

THENCE North 89 degrees 45 minutes 35 seconds East 140.00 feet to the POINT OF BEGINNING.

PARCEL 31:
The Southwest quarter of the Northeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that portion of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section 12, which lies within the following described tract of land:

BEGINNING at a point on the North-South mid-section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East, 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 49 seconds East, 1371.27 feet to the West line of said Southwest quarter of the Northeast quarter of the Northeast quarter and the POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.72 feet to a point on the East line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 00 degrees 13 minutes 55 seconds West along said East line, a distance of 319.26 feet;

THENCE North 74 degrees 58 minutes 49 seconds West 469.51 feet to a point on the North line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 89 degrees 39 minutes 48 seconds West along said North line, a distance of 208.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 13 minutes 25 seconds East along the aforesaid West line, a distance of 264.44 feet to the POINT OF BEGINNING; and

EXCEPT that portion lying Northerly of the following described Parcel:

BEGINNING at a point on the North-South mid section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East, 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 49 seconds East, 1371.27 feet to the West line of said Southwest quarter of the Northeast quarter of the Northeast quarter and the TRUE POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.72 feet to a point on the East line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 00 degrees 13 minutes 55 seconds West along said East line, a distance of 319.26 feet;

THENCE North 74 degrees 58 minutes 49 seconds West, 469.51 feet to a point on the North line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 89 degrees 39 minutes 48 seconds West along said North line, a distance of 208.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 13 minutes 25 seconds East along the aforesaid West line, a distance of 264.44 feet to the TRUE POINT OF BEGINNING.

PARCEL 32:
The Northwest quarter of the Southeast quarter of the Northeast quarter of Section12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 33:
Parcel A:
The South half of Lot 3 and the South half of the Northeast quarter of the Southwest quarter of Section 18, Township 1 North, Range 4 West of the Gila and Salt River Base
and Meridian, Maricopa County, Arizona.

Parcel B:
The North half of Lot 3 and the North half of the Northeast quarter of the Southwest quarter of Section 18, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 34:
Parcel A:
The Northeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 40 feet thereof.

Parcel B:
The Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; lying North of the Roosevelt Irrigation District Canal;

EXCEPT that certain parcel conveyed the Roosevelt Irrigation District by Deed recorded in Book 311 of Deeds, page 80, records of Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the East line of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said point being on the North right of way line of the main Canal of the Roosevelt Irrigation District and said right of way line being 40 feet North from the center line of said main canal;

THENCE East 210 feet to a point on the East line of said Section 24;

THENCE South a distance of 210 feet to the POINT OF BEGINNING.

PARCEL 35:
The North half of the East half of the East half of Section 36, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 36:
The North half of the Southeast quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County Arizona consisting of tax parcel number 504-31-003C.

PARCEL 37:
Parcel A:
The West 913 feet of the East 1320 feet of the North 600 feet of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel B:
That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, described as follows:

BEGINNING 600 feet South of the Northeast corner of the East half of the Southeast quarter of said Section 25;

THENCE South 390 feet;

THENCE West 1320 feet;

THENCE North 390 feet;

THENCE East 1320 feet to the POINT OF BEGINNING.

Parcel C:
That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the East line of said Section 25, which point is 1199 feet North of the Southeast corner of Section 25;

THENCE West, parallel with the South line of said Section 25, a distance of 1320feet, more or less, to the West line of the East half of the Southeast quarter of said Section 25;

THENCE North along said West line, a distance of 451 feet;

THENCE East, parallel with the South line of said Section 25, a distance of 1320 feet, more or less, to the East line of said Section 25;

THENCE South along the East line of said Section 25, a distance of 451 feet, more or less, to the POINT OF BEGINNING;

EXCEPT the East 710 feet thereof.

PARCEL 38:
The West half of the Northeast quarter of the Southeast quarter of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 39:
That portion of the Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being a portion of Parcel 2, West Buckeye-320 Amended, Results of Survey recorded in Book 208 of Maps, page 13, described as follows:

The East 359.99 feet of said Parcel 2, WEST BUCKEYE-320 AMENDED, as recorded in Book 208 of Maps, page 13, records of Maricopa County, Arizona;

EXCEPT the North 659.66 feet.

PARCEL 40:
Lots 42, 43, 44, 49, and 50 Block 3, ROOSEVELT CITRUS ACRES UNIT 2, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 41:
Lots 46, 47, 48 and 53, Block 3, ROOSEVELT CITRUS ACRES UNIT 2, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 42:
The Southeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT COMMENCING at a point on the North-South mid-section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 59 seconds East, 685.61 feet to the West line of said Southeast quarter of the Northwest quarter of the Northeast quarter and the POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.66 feet to a point on the East line of said Southeast quarter of the Northwest quarter of the Northeast quarter;

THENCE North 00 degrees 13 minutes 25 seconds West along said East line, a distance of 264.44 feet to the Northeast corner thereof;

THENCE North 89 degrees 39 minutes 48 seconds West along the North line of said Southeast quarter of the Northwest quarter of the Northeast quarter, a distance of 661.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 12 minutes 55 seconds East along the aforesaid West line, a distance of 90.64 feet to the POINT OF BEGINNING.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any other land division restrictions.

Prepared by: CMX
7740 N. 16th Street, Suite 100
Phoenix, AZ 85020
Project No. 6984
June 17, 2008



WHEN RECORDED, RETURN TO:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

**ORDINANCE NO. 08-24**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, 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 CONDITIONS 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.**

**WHEREAS**, by and through Ordinance No. 65-08 the Mayor and Council of the City of Buckeye, Arizona ("City") previously approved the development of a master planned community on land generally located south of the Interstate 10 along Johnson Road as legally described on **Exhibit A** and depicted on **Exhibit B** ("Subject Property") attached hereto and incorporated herein; and,

**WHEREAS**, the Cipriani Community Master Plan (comprised of a project narrative; land use; circulation and infrastructure plan; list of permitted uses; recreational amenities and design themes; development standards and review procedures along with supporting technical studies and other elements) was adopted as part of a Development Agreement dated September 2, 2008, which was recorded in the Official Records of the Maricopa County Recorder on September 12, 2008 at Instrument number 2008-0793673, and re-recorded on October 2, 2008, at Instrument Number 2008-0855678; and,

**WHEREAS**, the owners of the properties bound by the Development Agreement and the Cipriani Community Master Plan desire to terminate the Development Agreement and the development obligations of the Community Master Plan; and,

**WHEREAS**, the termination of the Development Agreement will enhance the health, safety, and welfare of the community, further City goals related to job creation and economic development, and at the same time is in harmony with the purposes and intent of the City's Development Code and the Imagine Buckeye General Plan 2040; and,

**WHEREAS**, the City does not object to the termination of the Development Agreement and the release of the rights, duties and obligations of the Cipriani Community Master Plan; and,

**WHEREAS**, the City is authorized by Ariz. Rev. Stat. § 9-500.05 to enter into development agreements; and,

**WHEREAS,** the proposed Amendment to the Cipriani Community Master Plan for the development known as the Buckeye Tech Corridor, Case No. PLZZ-23-0005, applies to approximately 2,087 acres of real property legally described in **Exhibit C**, and depicted in **Exhibit D**, both of which are attached hereto; and,

**WHEREAS,** the proposed Amendment to the Cipriani Community Master Plan for the development known as the Buckeye Tech Corridor, Case No. PLZZ-23-0005, was properly noticed for public hearings, and the necessary hearings were conducted on February 13, 2024 and August 6, 2024; and,

**WHEREAS,** the proposed Amendment and Development Agreement dated August 6, 2024 with AZLCO Buckeye, LLC, a Delaware limited liability company, will enhance the welfare of the community by providing land use options that are compatible with the nearby Buckeye Municipal Airport and contributing to the City's economic well-being, and will not depreciate surrounding property values, and is in harmony with the purposes and intent of the City Development Code and the General Plan; and,

**WHEREAS,** in accordance with Article II, Sections 1 and 2 of the Constitution of the State of Arizona, the Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance; and,

**WHEREAS,** the City of Buckeye Planning & Zoning Commission held a public hearing on February 13, 2024, and recommended approval of this Community Master Plan Amendment.

**NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA:**

Section 1. The recitals set forth above are incorporated as if fully set forth herein.

Section 2. The Development Agreement dated September 2, 2008 and recorded in the Official Records of the Maricopa County recorder on September 12, 2008 at Instrument number 2008-0793673, and re-recorded on October 2, 2008, at Instrument Number 2008-0855678 is terminated and the Subject Property is released from all outstanding obligations and liabilities arising thereunder or in connection therewith.

Section 3. The Amendment to the Cipriani Community Master Plan for the development known as the Buckeye Tech Corridor set forth in Case PLZZ-23-0005, is hereby approved, subject to the conditions of approval attached hereto as **Exhibit E**, incorporated herein by this express reference.

Section 4. The Buckeye Tech Corridor Development Agreement dated August 6, 2024 between the City of Buckeye, an Arizona municipal corporation and AZLCO Buckeye, LLC, a Delaware limited liability company, is hereby approved in substantially the form and substance on file with the City Clerk.

Section 5. The Mayor is authorized to execute the Notice of Termination and Release of Development Agreement and the Development Agreement dated August 6, 2024 between the City and AZLCO Buckeye, LLC, in order to effectuate the intent of this Ordinance.

Section 6. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 7. This Ordinance is conditioned upon the acquisition by AZLCO Buckeye, LLC of the Buckeye Tech Corridor land area described in **Exhibit C** on or before September 6, 2024. If this condition is not met, this Ordinance and all actions authorized herein will automatically terminate without further notice or action by the City.

Section 8. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**PASSED AND ADOPTED** by the Mayor and Council of the City of Buckeye, Arizona, this 6th day of August, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

**EXHIBIT A**
**TO**
**ORDINANCE 08-24**

[Legal Description]

SEE FOLLOWING PAGES

# EXHIBIT "A"
# CIPRIANI
# DEVELOPMENT AGREEMENT LEGAL DESCRIPTION

PARCEL 1:
The Northeast quarter of the Northeast quarter of the Southeast quarter of Section12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 2:
The East half of the West half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 3:
The West half of the West half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 4:
The East half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCELS 5 THROUGH 11 INCLUSIVE:
INTENTIONALLY OMITTED (ALL OF SECTION 30 PARCELS INTENTIONALLY OMITTED)

PARCEL 12:
The Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 31, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 13:
Lots 1 through 24, inclusive in Block 3 of ROOSEVELT CITRUS ACRES UNIT TWO, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 14:
The West 1188.00 feet of the West half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 990 feet thereof.

PARCEL 15:
Parcel A:
The East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 825 feet thereof.

Parcel B:
The West half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except the West 1188 feet thereof.

PARCEL 16:
Parcel A:
The North 528 feet of the West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel B:
The West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 528 feet of the West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel C:
The East 412.5 feet of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 17:
The South half of the Southeast quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 40 feet thereof

PARCEL 18:
The Northeast quarter of the Northwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 19:
The Northwest quarter of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Also known as Parcel 7 as shown on Results of Survey of West Buckeye-320 Amended and recorded in Book 208 of Maps, page 13, records of Maricopa County, Arizona.

PARCEL 20:
The Southwest quarter of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 21:
The Northwest quarter of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 22:
The Southwest quarter of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 23:
The Southeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 24:
The Southeast quarter of the Northwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 25:
Parcel A:
The Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 659.66 feet; and

EXCEPT the East 359.99 feet;

Being a portion of Parcel 2 of WEST BUCKEYE-320 AMENDED, RESULTS OF SURVEY recorded as Book 208 of Maps, page 13, Maricopa County Records.

Parcel B:
The North 659.66 feet of the Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Being a portion of Parcel 2 of WEST BUCKEYE-320 AMENDED, RESULTS OF SURVEY recorded as Book 208 of Maps, page 13, Maricopa County Records.

PARCEL 26:
Parcel A:
The South 220.00 feet of the East 759.00 feet of that part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 25, said point being 660.00 feet North of the Southeast corner of said Section 25, said point being identical with the Northeast corner of premises conveyed to Antoinette M. Costanzo, et al, described as Parcel No. 1 in Deed recorded in Docket 3021, page 317, Maricopa County Records;

THENCE West along the North line of said Costanzo property and along a line of premises conveyed to R.E. Thomas by Deed recorded in Docket 2818, page 29, Maricopa County Records, 792 feet, more or less, to a corner of said Thomas property;

THENCE North, along a line of said Thomas property and parallel to the East line of said Section 25, 220.00 feet, more or less, to the most Northerly line of said Thomas property;

THENCE West, along the Northern line of said Thomas property described as Parcel No.2 in Deed recorded in Docket 3021, page 317, Maricopa County Records, and parallel with the South line of said Section 25, 528 feet, more or less, to a point on the West line of the East half of the Southeast quarter of said Section 25;

THENCE North, along said West line, 319.00 feet;

THENCE East and parallel with the South line of said Section 25, 1320 feet, more or less, to a point on the East line of said Section 25;

THENCE South, along the East line of said Section 25, 990 feet, more or less, to the POINT OF BEGINNING.

Parcel B:
That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 25, said point being 660.00 feet Northerly of the Southeast corner of said Section 25, and said beginning point being identical with the Northeast corner of the premises conveyed to Antoinette M. Costanzo, described as Parcel No. 1 in Deed recorded in Docket 3021, page 317,Maricopa County Records;

THENCE West, along the North line of said Constanzo property and along a line of the premises conveyed to R.E. Thomas by Deed recorded in Docket 2818, page 29, Maricopa County Records, 792.00 feet to a corner of said Thomas premises;

THENCE North 00 degrees 17 minutes 02 seconds West, along a line of said Thomas premises and parallel to the East line of said Section 25, 220.00 feet to the most Northerly line of said Thomas premises;

THENCE West, along the Northern line of said Thomas premises described as Parcel No.2 in Deed recorded in Docket 3021, page 317, Maricopa County Records, and parallel to the South line of said Section 25, 526.64 feet to a point on the West line of the East half of the Southeast quarter of said Section 25;

THENCE North 00 degrees 18 minutes 52 seconds West, along said West line, 319.00 feet;

THENCE East, parallel with the South line of said Section 25, 1318.00 feet to a point on the East line of said Section 25;

THENCE South 00 degrees 17 minutes 02 seconds East, along the East line of said Section 25, 539.00 feet to the POINT OF BEGINNING;

EXCEPT the South 220.00 feet of the East 759.00 feet, thereof.

PARCEL 27:
Parcel A:
The Northwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in the Patent to said land from the United States of America.

Parcel B:
The Southeast quarter of the Southwest quarter of the Southwest quarter; and the Southeast quarter of the Southwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in Patent to said land from the United States of America.

Parcel C:
The East half of the West half of the Northwest quarter; the Northwest quarter of the Southwest quarter; the Northwest quarter of the Southwest quarter of the Southwest quarter; the South half of the Southwest quarter of the Southwest quarter of the Northwest quarter; and the North half of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in the Patent to said land from the United States of America.

Parcel D:
The North half of the Southwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel E:
The East half of the Northeast quarter of the Southeast quarter; and the Southeast quarter of the Southeast quarter of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 28:
Parcel A:
That part of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the Roosevelt Irrigation District Canal, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 24;

THENCE along the South line of said Section 24, North 89 degrees 36 minutes 15 seconds West, a distance of 541.04 feet;

THENCE North 00 degrees 13 minutes 00 seconds West, a distance of 771.81 feet to a point on the extension of the Southerly line of an 80 foot right of way of the Roosevelt Irrigation District Canal, as called for in that certain deed recorded in Docket 8955, page 111, records of Maricopa County, Arizona;

THENCE along said Southerly right of way line, North 83 degrees 10 minutes, 00 seconds East, a distance of 544.66 feet to the East line of said Section 24;

THENCE along the East line of Section 24, South 00 degrees 13 minutes 00 seconds East, a distance of 838.46 feet to the POINT OF BEGINNING.

EXCEPT any portion lying within the following described property:

That part of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 24, distant 838.46 feet North 00 degrees 13 minutes West (bearing assumed) from the Southeast corner of said Section, said point being on the Southerly line of 80 foot right of way of the Roosevelt Irrigation District Canal;

THENCE South 00 degrees 13 minutes East, 360 feet along said Section line;

THENCE South 83 degrees 10 minutes West, 275.3 feet;

THENCE North 00 degrees 13 minutes West, 360 feet to the Southerly line of said right of way of said canal;

THENCE North 83 degrees 10 minutes East, 275.3 feet to the POINT OF BEGINNING.

Parcel B:
That portion of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of Roosevelt Irrigation District Canal.

EXCEPT that portion more particularly described as follows:

BEGINNING at the Southeast corner of said Section 24;

THENCE along the South line of said Section 24, North 89 degrees 36 minutes, 15 seconds West, a distance of 541.04 feet;

THENCE North 00 degrees 13 minutes 00 seconds West, a distance of 771.81 feet to a point on the extension of the Southerly line of an 80 foot right of way of the Roosevelt Irrigation District Canal, as called for in that certain deed recorded in Docket 8955, page 111, records of Maricopa County, Arizona;

THENCE along said Southerly right of way line, North 83 degrees 10 minutes 00 seconds East, a distance of 544.66 feet to the East line of said Section 24;

THENCE along the East line of Section 24, South 00 degrees 13 minutes 00 seconds East a distance of 838.46 feet to the POINT OF BEGINNING.

Parcel C:
That portion of the Southeast quarter of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 24, a distance of 838.46 feet North 00 degrees, 13 minutes West (bearing assumed) from the Southeast corner of said Section, said point being on the Southerly line of 80 foot right of way of the Roosevelt Irrigation district Canal;

THENCE South 00 degrees, 13 minutes East, 360 feet along said Section line;

THENCE South 83 degrees, 10 minutes West, 275.3 feet;

THENCE North 00 degrees 13 minutes West, 360 feet to the Southerly line of said right of way of said canal;

THENCE North 83 degrees 10 minutes East, 275.3 feet to the POINT OF BEGINNING.

Parcel D:
The East half of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 29:
The Northeast quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT any portion lying within the following described tract of land:

BEGINNING at a point on the East line of the said Section 12, which point bears South 00 degrees 14 minutes 24 seconds East 1320.50 feet from the Northeast corner of said Section 12;

THENCE North 89 degrees 41 minutes 04 seconds West along the North line of said Northeast quarter of the Southeast quarter of the Northeast quarter, a distance of 187.87 feet;

THENCE South 08 degrees 09 minutes 36 seconds East 347.35 feet;

THENCE South 00 degrees 14 minutes 24 seconds East 316.72 feet to a point on the South line of said Northeast quarter of the Southeast quarter of the Northeast quarter;

THENCE South 89 degrees 42 minutes 21 seconds East along said South line, a distance of 140.01 feet to a point on the aforesaid East line of said Section 12;

THENCE North 00 degrees 14 minutes 24 seconds West along said East line a distance of 660.24 feet to the POINT OF BEGINNING.

PARCEL 30:
Parcel A:
The Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT that portion of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, which lies within the following described tract of land:

BEGINNING at a point on the East line of said Section 12, which point bears South 00 degrees 14 minutes 24 seconds East 660.25 feet from the Northeast corner of said Section 12;

THENCE North 89 degrees 39 minutes 48 seconds West along the North line of said Southeast quarter of the Northeast quarter of the Northeast quarter, a distance of 496.89;

THENCE South 21 degrees 31 minutes 25 seconds West 111.28 feet;

THENCE South 76 degrees 35 minutes 55 seconds West 96.65 feet;

THENCE North 74 degrees 58 minutes 59 seconds West 30.41 feet to a point on the West line of said Southeast quarter of the Northeast quarter of the Northeast quarter;

THENCE South 00 degrees 13 minutes 55 seconds East along said West line, a distance of 319.26 feet;

THENCE South 74 degrees 58 minutes 49 seconds East 476.42 feet;

THENCE South 08 degrees 09 minutes 36 seconds East 102.41 feet to a point on the South line of said Southeast quarter of the Northeast quarter of the Northeast quarter;

THENCE South 89 degrees 41 minutes 04 seconds East along said South line, a distance of 187.87 feet to a point on the aforesaid East Section line;

THENCE North 00 degrees 14 minutes 24 seconds West along said East Section line, a distance of 660.25 feet to the POINT OF BEGINNING; and

EXCEPT that portion of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, lying Northerly and Westerly of the existing Northwesterly right of way line of Interstate 10 (Ehrenberg-Phoenix Highway) on December 4, 1972.

Parcel B:
The Southeast quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT BEGINNING at a point on the East line of said Section 12, which point bears North 00 degrees 14 minutes 24 seconds West 378.27 feet from the East quarter corner of said Section 12;

THENCE North 00 degrees 14 minutes 24 seconds West along said East Section line, a distance of 281.97 feet;

THENCE North 89 degrees 42 minutes 21 seconds West along the North line of said Southeast quarter of the Southeast quarter of the Northeast quarter, a distance of 140.01 feet;

THENCE South 00 degrees 14 minutes 24 seconds East, 283.28 feet;

THENCE North 89 degrees 45 minutes 35 seconds East 140.00 feet to the POINT OF BEGINNING.

PARCEL 31:
The Southwest quarter of the Northeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that portion of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section 12, which lies within the following described tract of land:

BEGINNING at a point on the North-South mid-section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East, 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 49 seconds East, 1371.27 feet to the West line of said Southwest quarter of the Northeast quarter of the Northeast quarter and the POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.72 feet to a point on the East line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 00 degrees 13 minutes 55 seconds West along said East line, a distance of 319.26 feet;

THENCE North 74 degrees 58 minutes 49 seconds West 469.51 feet to a point on the North line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 89 degrees 39 minutes 48 seconds West along said North line, a distance of 208.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 13 minutes 25 seconds East along the aforesaid West line, a distance of 264.44 feet to the POINT OF BEGINNING; and

EXCEPT that portion lying Northerly of the following described Parcel:

BEGINNING at a point on the North-South mid section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East, 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 49 seconds East, 1371.27 feet to the West line of said Southwest quarter of the Northeast quarter of the Northeast quarter and the TRUE POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.72 feet to a point on the East line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 00 degrees 13 minutes 55 seconds West along said East line, a distance of 319.26 feet;

THENCE North 74 degrees 58 minutes 49 seconds West, 469.51 feet to a point on the North line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 89 degrees 39 minutes 48 seconds West along said North line, a distance of 208.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 13 minutes 25 seconds East along the aforesaid West line, a distance of 264.44 feet to the TRUE POINT OF BEGINNING.

PARCEL 32:
The Northwest quarter of the Southeast quarter of the Northeast quarter of Section12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 33:
Parcel A:
The South half of Lot 3 and the South half of the Northeast quarter of the Southwest quarter of Section 18, Township 1 North, Range 4 West of the Gila and Salt River Base
and Meridian, Maricopa County, Arizona.

Parcel B:
The North half of Lot 3 and the North half of the Northeast quarter of the Southwest quarter of Section 18, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 34:
Parcel A:
The Northeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 40 feet thereof.

Parcel B:
The Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; lying North of the Roosevelt Irrigation District Canal;

EXCEPT that certain parcel conveyed the Roosevelt Irrigation District by Deed recorded in Book 311 of Deeds, page 80, records of Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the East line of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said point being on the North right of way line of the main Canal of the Roosevelt Irrigation District and said right of way line being 40 feet North from the center line of said main canal;

THENCE East 210 feet to a point on the East line of said Section 24;

THENCE South a distance of 210 feet to the POINT OF BEGINNING.

PARCEL 35:
The North half of the East half of the East half of Section 36, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 36:
The North half of the Southeast quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County Arizona consisting of tax parcel number 504-31-003C.

PARCEL 37:
Parcel A:
The West 913 feet of the East 1320 feet of the North 600 feet of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel B:
That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, described as follows:

BEGINNING 600 feet South of the Northeast corner of the East half of the Southeast quarter of said Section 25;

THENCE South 390 feet;

THENCE West 1320 feet;

THENCE North 390 feet;

THENCE East 1320 feet to the POINT OF BEGINNING.

Parcel C:
That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the East line of said Section 25, which point is 1199 feet North of the Southeast corner of Section 25;

THENCE West, parallel with the South line of said Section 25, a distance of 1320feet, more or less, to the West line of the East half of the Southeast quarter of said Section 25;

THENCE North along said West line, a distance of 451 feet;

THENCE East, parallel with the South line of said Section 25, a distance of 1320 feet, more or less, to the East line of said Section 25;

THENCE South along the East line of said Section 25, a distance of 451 feet, more or less, to the POINT OF BEGINNING;

EXCEPT the East 710 feet thereof.

PARCEL 38:
The West half of the Northeast quarter of the Southeast quarter of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 39:
That portion of the Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being a portion of Parcel 2, West Buckeye-320 Amended, Results of Survey recorded in Book 208 of Maps, page 13, described as follows:

The East 359.99 feet of said Parcel 2, WEST BUCKEYE-320 AMENDED, as recorded in Book 208 of Maps, page 13, records of Maricopa County, Arizona;

EXCEPT the North 659.66 feet.

PARCEL 40:
Lots 42, 43, 44, 49, and 50 Block 3, ROOSEVELT CITRUS ACRES UNIT 2, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 41:
Lots 46, 47, 48 and 53, Block 3, ROOSEVELT CITRUS ACRES UNIT 2, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 42:
The Southeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT COMMENCING at a point on the North-South mid-section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 59 seconds East, 685.61 feet to the West line of said Southeast quarter of the Northwest quarter of the Northeast quarter and the POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.66 feet to a point on the East line of said Southeast quarter of the Northwest quarter of the Northeast quarter;

THENCE North 00 degrees 13 minutes 25 seconds West along said East line, a distance of 264.44 feet to the Northeast corner thereof;

THENCE North 89 degrees 39 minutes 48 seconds West along the North line of said Southeast quarter of the Northwest quarter of the Northeast quarter, a distance of 661.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 12 minutes 55 seconds East along the aforesaid West line, a distance of 90.64 feet to the POINT OF BEGINNING.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any other land division restrictions.

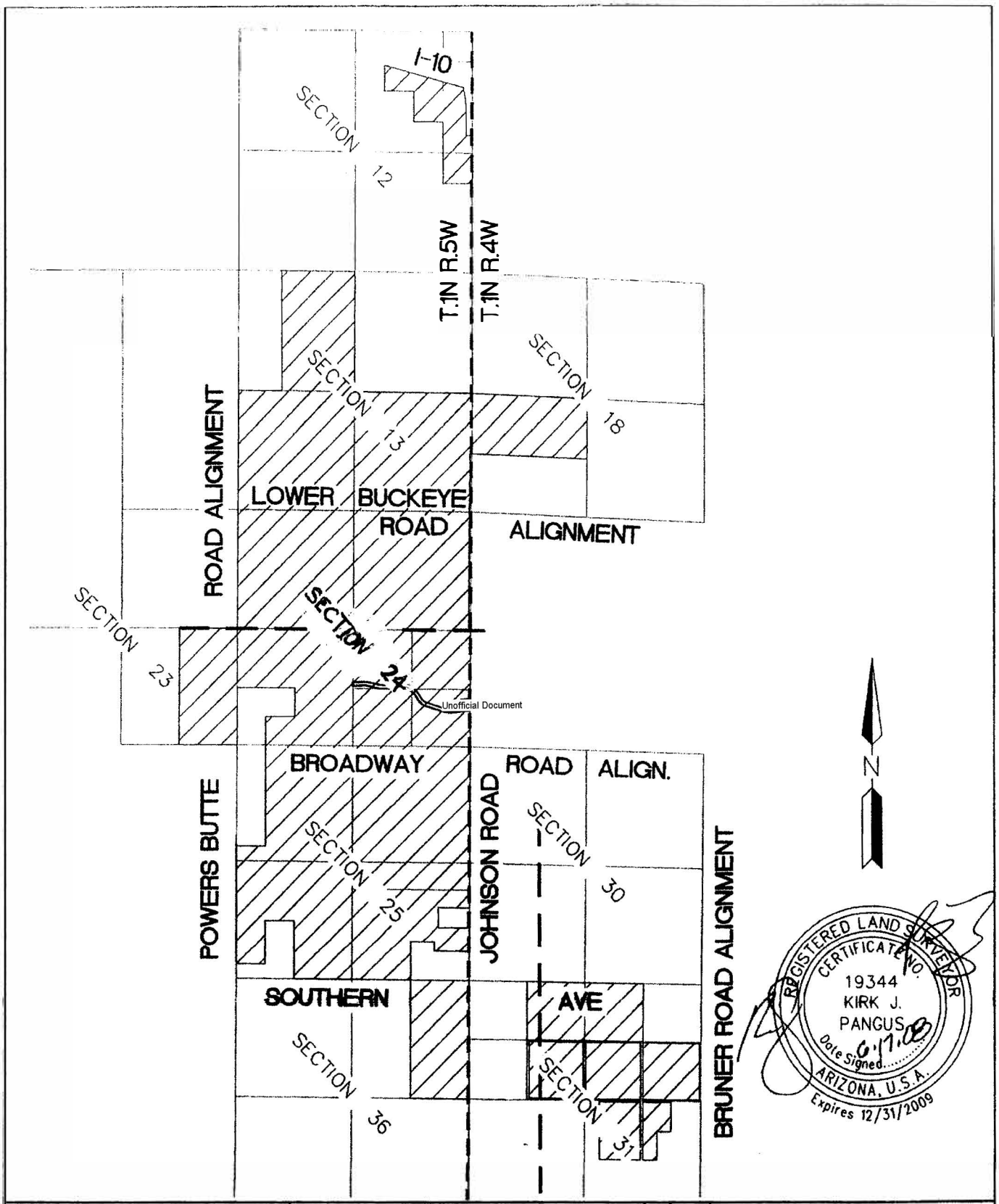
Prepared by: CMX
7740 N. 16th Street, Suite 100
Phoenix, AZ 85020
Project No. 6984
June 17, 2008



**EXHIBIT B**
**TO**
**ORDINANCE 08-24**

[Property Depiction]

SEE FOLLOWING PAGE

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|---|---|
| CMX PROJ. | 6984.02 |
| DATE: | 06/17/08 |
| SCALE: | N.T.S. |
| DRAWN BY: | MC |
| CHECKED BY: | KJP |

# CIPRIANI
DEVELOPMENT AGREEMENT
BUCKEYE, ARIZONA

## EXHIBIT 'B' SHEET 1 OF 4

CMX
PHOENIX OFFICE
7740 N. 16TH ST. STE 100, PHOENIX, AZ
PH (602) 567-1900 FAX (602) 567-1901

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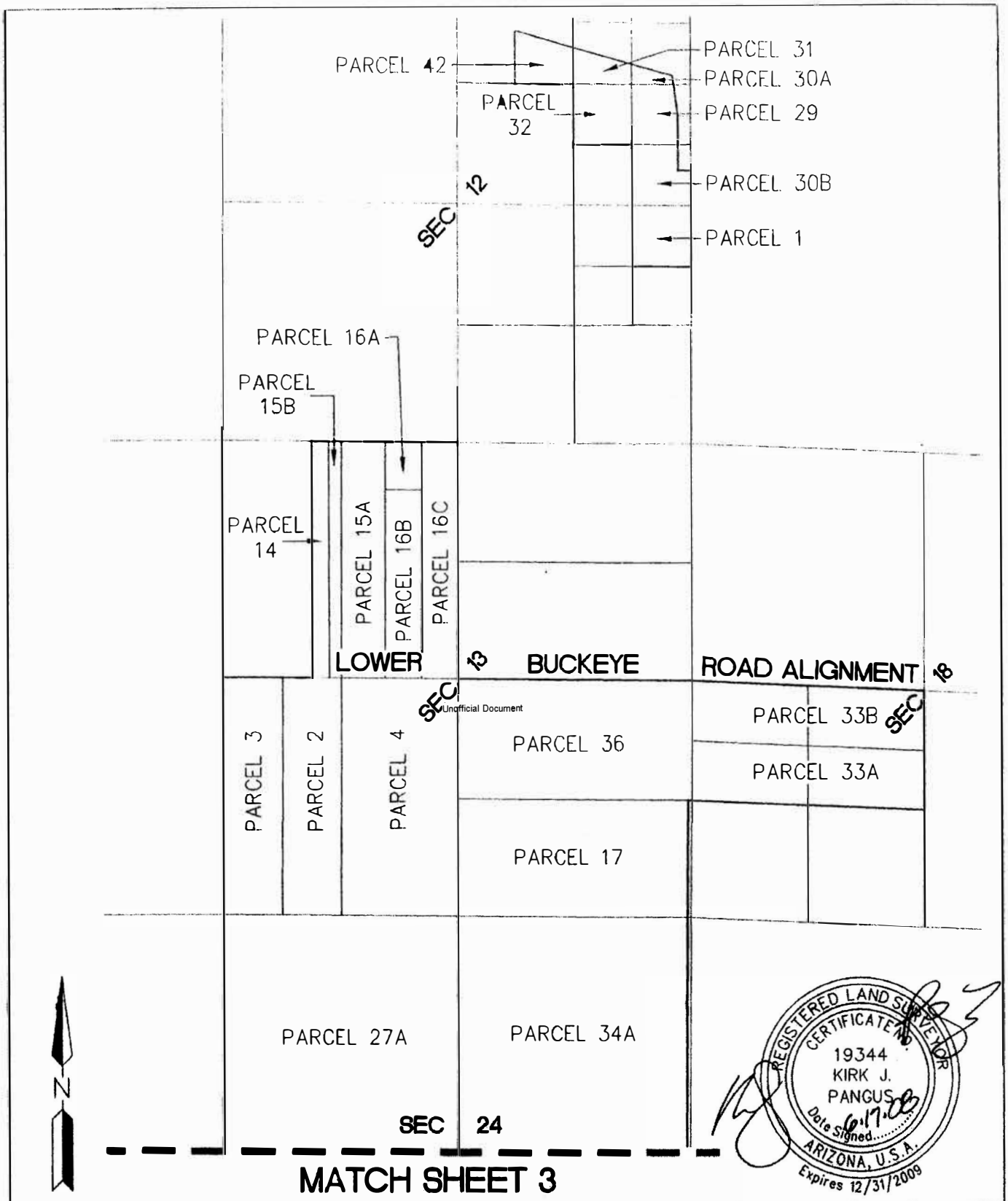


Unofficial Document

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 6.17.08
ARIZONA, U.S.A.
Expires 12/31/2009

| | |
|---|---|
| CMX PROJ. | 6984.02 |
| DATE: | 06/17/08 |
| SCALE: | N.T. S. |
| DRAWN BY: | MC |
| CHECKED BY: | KJP |

**CIPRIANI**
DEVELOPMENT AGREEMENT
BUCKEYE, ARIZONA

**EXHIBIT 'B' SHEET 2 OF 4**

CMX
PHOENIX OFFICE
7740 N. 16TH ST. STE 100, PHOENIX, AZ
PH (602) 567-1900 FAX (602) 567-1901

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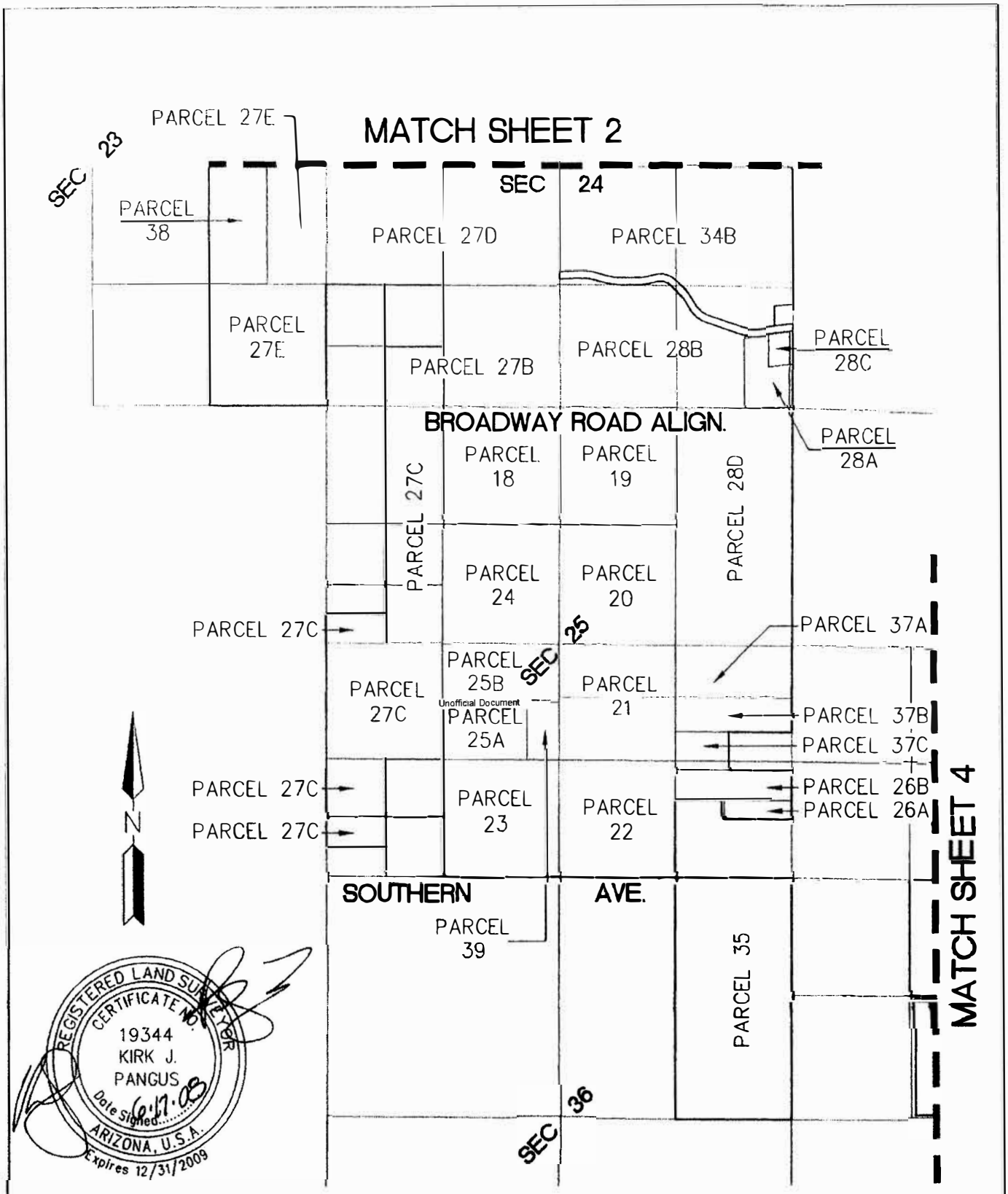


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| DATE: | 06/17/08 |
| SCALE: | N.T.S. |
| DRAWN BY: | MC |
| CHECKED BY: | KJP |

# CIPRIANI
DEVELOPMENT AGREEMENT
BUCKEYE, ARIZONA

## EXHIBIT 'B' SHEET 3 OF 4

CMX
PHOENIX OFFICE
7740 N. 16TH ST. STE 100, PHOENIX, AZ
PH (602) 567-1900 FAX (602) 567-1901

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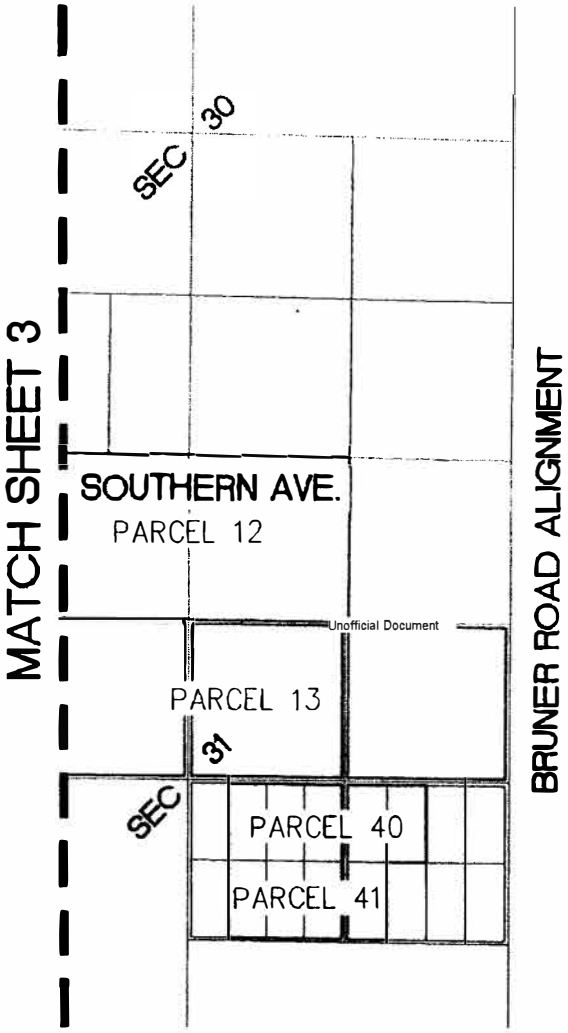


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# CIPRIANI
DEVELOPMENT AGREEMENT
BUCKEYE, ARIZONA

## EXHIBIT 'B' SHEET 4 OF 4

CMX
PHOENIX OFFICE
7740 N. 16TH ST. STE 100, PHOENIX, AZ
PH (602) 567-1900 FAX (602) 567-1901

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**EXHIBIT C**
**TO**
**ORDINANCE 08-24**

**[Legal Description of Buckeye Tech Corridor Community Master Plan Amendment Area]**

**SEE FOLLOWING PAGES**

**CIPRIANI**
**CMP PROPERTY**
**LEGAL DESCRIPTION**

Portions of land being situated within Sections 12, 13, 23, 24, 25, and 36, Township 1 North, Range 5 West and portions of Sections 18 and 31, Township 1 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

**PARCEL NO. 1:**

**BEGINNING** at a found Maricopa County aluminum cap flush in concrete, R.L.S. 36563, dated 2003, accepted as the East quarter corner of said Section 12, from which a found 2-3/4 inch brass cap flush accepted as the Southeast corner thereof bears South 00°16’13” West, 2641.18 feet;

**THENCE** South 00°16'13" West, 660.30 feet along the east line of the Northeast quarter of the Northeast quarter of the Southeast quarter of said Section 12 to the southeast corner thereof;

**THENCE** North 89°18'43" West, 661.75 feet along the south line of said Northeast quarter of the Northeast quarter of the Southeast quarter to the southwest corner thereof;

**THENCE** North 00°15'37" East, 660.43 feet along the west line of said Northeast quarter of the Northeast quarter of the Southeast quarter to the northwest corner thereof;

**THENCE** North 00°12'14" East, 660.52 feet along the west line of the Southeast quarter of the Southeast quarter of the Northeast quarter of said Section 12 to the northwest corner thereof;

**THENCE** North 00°12'09" East, 660.52 feet along the west line of the Northeast quarter of the Southeast quarter of the Northeast quarter of said Section 12 to the northwest corner thereof;

**THENCE** North 89°14'50" West, 661.64 feet along the south line of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section 12 to the southwest corner thereof;

**THENCE** North 89°14'50" West, 661.66 feet along the south line of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12 to the southwest corner thereof;

**THENCE** North 00°13'20" East, 570.49 feet along the west line of said Southeast quarter of the Northwest quarter of the Northeast quarter to the southerly Right of Way line of Interstate 10;

**THENCE** along said southerly Right of Way line the following 4 courses:

**THENCE** South 74°32'18" East, 1847.85 feet;

**THENCE** South 07°43'22" East, 449.86 feet;

**THENCE** South 00°11'41" West, 600.00 feet;

**THENCE** South 89°48'19" East, 140.00 feet to the east line of the Northeast quarter of said Section 12;

**THENCE** along said east line, South 00°11'41" West, 378.12 feet to the **POINT OF BEGINNING**.

(The above described Parcel 1 contains a computed area of 1,770,322 sq. ft.).

**PARCEL NO. 2:**

**BEGINNING** at a found 2-1/2 inch brass cap, down 0.5 feet, accepted as the North quarter corner of said Section 13, from which a found 2 inch iron pipe without cap, bent, accepted as the Northwest corner thereof bears North 89°16’05” West, 2658.12 feet;

**THENCE** South 00°16'58" West, 2640.08 feet along the west line of the Northeast quarter of said Section 13 to the Center of said Section 13;

**THENCE** along the south line of said Northeast quarter, South 89°19'32" East, 2658.47 feet to the East quarter corner of said Section 13;

**THENCE** South 87°22'40" East, 2627.00 feet along the north line of the Southwest quarter of said Section 18 to the Center of said Section 18;

**THENCE** South 00°14'00" West, 1315.68 feet along the east line of the Northeast quarter of the Southwest quarter of said Section 18 to the southeast corner thereof;

**THENCE** North 87°27'22" West, 2633.78 feet along the south line of said Northeast quarter of the Southwest quarter and the south line of G.L.O. Lot 3 to the southwest corner thereof;

**THENCE** North 89°20'25" West, 40.00 feet along the north line of the South half of the Southeast quarter of said Section 13 to the west line of the east 40.00 feet of said South half of the Southeast quarter;

**THENCE** leaving said north line and along said west line of the east 40.00 feet, South 00°32'02" West, 1319.02 feet;

**THENCE** South 00°24'21" West, 2639.42 feet along the west line of the east 40.00 feet of the Northeast quarter of said Section 24 to the south line of said Northeast quarter;

**THENCE** along said south line, South 89°24'09" East, 40.00 feet to the East quarter corner of said Section 24;

**THENCE** South 00°10'05" West, 1508.71 feet along the east line of the Southeast quarter of said Section 24 to the northeast corner of the property as described in Book 311 of Deeds, Page 80, Records of Maricopa County, Arizona;

**THENCE** South 83°32'58" West, 210.00 feet along the north line of said deed to the northwest corner thereof;

**THENCE** South 00°10'05" West, 210.00 feet along the west line of said deed to a point on the northerly line of the Roosevelt Irrigation District Canal as described in Docket 8955, Page 111, Records of Maricopa County, Arizona;

**THENCE** along said northerly line the following 15 courses:

**THENCE** South 83°33'05" West, 196.81 feet to the beginning of a tangent curve, concave northerly, having a radius of 420.00 feet;

**THENCE** westerly along said curve, through a central angle of 24°31'45", an arc length of 179.81 feet to a tangent line;

**THENCE** North 71°55'10" West, 406.13 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 236.00 feet;

**THENCE** northwesterly along said curve, through a central angle of 39°24'36", an arc length of 162.33 feet to a tangent line;

**THENCE** North 32°30'33" West, 137.71 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 324.00 feet;

**THENCE** northwesterly along said curve, through a central angle of 13°53'06", an arc length of 78.52 feet to a tangent line;

**THENCE** North 46°23'39" West, 147.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 249.00 feet;

**THENCE** westerly along said curve, through a central angle of 57°30'40", an arc length of 249.94 feet to a tangent line;

**THENCE** South 76°05'40" West, 95.30 feet to the beginning of a tangent curve, concave northerly, having a radius of 306.00 feet;

**THENCE** westerly along said curve, through a central angle of 13°50'14", an arc length of 73.90 feet to a tangent line;

**THENCE** South 89°55'55" West, 230.48 feet to the beginning of a tangent curve, concave northerly, having a radius of 571.00 feet;

**THENCE** westerly along said curve, through a central angle of 15°45'23", an arc length of 157.02 feet to a tangent line;

**THENCE** North 74°18'43" West, 112.49 feet to the beginning of a tangent curve, concave southerly, having a radius of 649.00 feet;

**THENCE** westerly along said curve, through a central angle of 18°24'59", an arc length of 208.61 feet to a tangent line;

**THENCE** South 87°16'18" West, 217.61 feet to the west line of the Southeast quarter of said Section 24;

**THENCE** leaving said north line, along said west line, South 00°14'18" West, 80.11 feet to the southerly line of said Roosevelt Irrigation District Canal;

**THENCE** along said southerly line the following 15 courses:

**THENCE** North 87°16'18" East, 221.75 feet to the beginning of a tangent curve, concave southerly, having a radius of 569.00 feet;

**THENCE** easterly along said curve, through a central angle of 18°24'59", an arc length of 182.89 feet to a tangent line;

**THENCE** South 74°18'43" East, 112.49 feet to the beginning of a tangent curve, concave northerly, having a radius of 651.00 feet;

**THENCE** easterly along said curve, through a central angle of 15°45'23", an arc length of 179.02 feet to a tangent line;

**THENCE** North 89°55'55" East, 230.48 feet to the beginning of a tangent curve, concave northerly, having a radius of 386.00 feet;

**THENCE** easterly along said curve, through a central angle of 13°50'14", an arc length of 93.22 feet to a tangent line;

**THENCE** North 76°05'40" East, 95.30 feet to the beginning of a tangent curve concave southerly, having a radius of 169.00 feet;

**THENCE** easterly along said curve, through a central angle of 57°30'40", an arc length of 169.64 feet to a tangent line;

**THENCE** South 46°23'39" East, 147.37 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 244.00 feet;

**THENCE** southeasterly along said curve, through a central angle of 13°53'06", an arc length of 59.13 feet to a tangent line;

**THENCE** South 32°30'33" East, 137.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 316.00 feet;

**THENCE** southeasterly along said curve, through a central angle of 39°24'36", an arc length of 217.36 feet to a tangent line;

**THENCE** South 71°55'10" East, 406.13 feet to the beginning of a tangent curve, concave northerly, having a radius of 500.00 feet;

**THENCE** easterly along said curve, through a central angle of 24°31'45", an arc length of 214.06 feet to a tangent line;

**THENCE** North 83°33'05" East, 397.53 feet to the east line of the Southeast quarter of said Section 24;

**THENCE** along said east line, South 00°10'05" West, 838.46 feet to the Southeast corner of said Section 24;

**THENCE** South 00°16'55" West, 2638.96 feet along the east line of the Northeast quarter of said Section 25 to the East quarter corner thereof;

**THENCE** North 89°27'14" West, 407.32 feet along the north line of the Southeast quarter of said Section 25;

**THENCE** leaving said north line, South 00°15'48" West, 600.01 feet to the south line of the north 600.00 feet of said Southeast quarter;

**THENCE** along said south line, South 89°27'14" East, 407.10 feet to the east line of said Southeast quarter;

**THENCE** along said east line, South 00°17'02" West, 388.92 feet;

**THENCE** leaving said east line, North 89°24'28" West, 710.01 feet to the west line of the east 710.00 feet of said Southeast quarter;

**THENCE** along said west line, South 00°17'02" West, 451.00 feet;

**THENCE** leaving said west line, South 89°24'28" East, 710.01 feet to the east line of said Southeast quarter;

**THENCE** along said east line, South 00°17'02" West, 539.00 feet;

**THENCE** leaving said east line, North 89°24'28" West, 793.07 feet;

**THENCE** North 00°17'02" East, 220.00 feet;

**THENCE** North 89°24'28" West, 526.64 feet;

**THENCE** South 00°15'48" West, 880.00 feet along the east line of the Southwest quarter of the Southeast quarter of said Section 25 to the southeast corner thereof;

**THENCE** North 89°24'28" West, 1319.39 feet along the south line of said Southwest quarter of the Southeast quarter to the South quarter corner thereof;

**THENCE** North 89°28'55" West, 1319.26 feet along the south line of the Southwest quarter of said Section 25 to the southeast corner of the Southwest quarter of the Southwest quarter of said Section 25;

**THENCE** North 00°12'14" East, 1318.74 feet along the east line of said Southwest quarter of the Southwest quarter to the northeast corner thereof;

**THENCE** North 89°28'05" West, 660.08 feet along the north line of said Southwest quarter of the Southwest quarter to the northeast corner of the Northwest quarter of said Southwest quarter of the Southwest quarter;

**THENCE** South 00°11'04" West, 989.18 feet along the east line of the West half of the Southwest quarter of the Southwest quarter to the south line of the north half of the Southwest quarter of the Southwest quarter of the Southwest quarter of said Section 25;

**THENCE** North 89°28'43" West, 659.74 feet along the south line of said north half of the Southwest quarter of the Southwest quarter of the Southwest quarter to the west line of the Southwest quarter of said Section 25;

**THENCE** along said west line, North 00°09'54" East, 2308.37 feet to the West quarter corner of said Section 25;

**THENCE** North 00°09'49" East, 329.76 feet along the west line of the Northwest quarter of said Section 25 to the northwest corner of the south half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 25;

**THENCE** South 89°27'36" East, 660.64 feet along the north line of said south half of the Southwest quarter of the Southwest quarter of the Northwest quarter to the northeast corner thereof, also being on the west line of the east half of the west half of the Northwest quarter of said Section 25;

**THENCE** along said west line, North 00°11'00" East, 2308.83 feet to the southwest corner of the Southeast quarter of the Southwest quarter of the Southwest quarter of said Section 24;

**THENCE** North 00°12'30" East, 660.34 feet along the west line of said Southeast quarter of the Southwest quarter of the Southwest quarter to the northwest corner thereof;

**THENCE** South 89°29'01" East, 661.56 feet along the north line of said Southeast quarter of the Southwest quarter of the Southwest quarter to the northeast corner thereof;

**THENCE** North 00°13'06" East, 660.12 feet along the west line of the Southeast quarter of the Southwest quarter of said Section 24 to the northwest corner thereof;

**THENCE** North 89°27'51" West, 1323.35 feet along the south line of the north half of the Southwest quarter of said Section 24 to the southwest corner thereof;

**THENCE** South 00°11'54" West, 1321.14 feet along the east line of the Southeast quarter of the Southeast quarter of said Section 23 to the southeast corner thereof;

**THENCE** North 89°45'16" West, 1321.07 feet along the south line of said Southeast quarter of the Southeast quarter to the southwest corner thereof;

**THENCE** North 00°17'24" East, 2642.07 feet along the west line of said Southeast quarter of the Southeast quarter and the west line of the Northeast quarter of the Southeast quarter of said Section 23 to the northwest corner thereof;

**THENCE** South 89°45'47" East, 1316.84 feet along the north line of said Northeast quarter of the Southeast quarter to the West quarter corner of said Section 24;

**THENCE** North 00°11'49" East, 2642.19 feet along the west line of the Northwest quarter of said Section 24 to the Northwest corner thereof;

**THENCE** North 00°16'14" East, 2643.26 feet along the west line of the Southwest quarter of said Section 13 to the West quarter corner thereof;

**THENCE** South 89°19'51" East, 990.05 feet along the north line of said Southwest quarter to the east line of the west 990.00 feet of the Northwest quarter of said Section 13;

**THENCE** along said east line, North 00°06'42" East, 2641.97 feet to the north line of said Northwest quarter;

**THENCE** along said north line, South 89°16'05" East, 1668.06 feet to the **POINT OF BEGINNING.**

(The above described Parcel 2 contains a computed area of 75,242,976 sq. ft.).

**PARCEL NO. 3:**

**BEGINNING** at a found G.L.O. brass cap in hand hole accepted as the Northeast corner of said Section 36, from which a found 3 inch brass cap, R.L.S. 36563, dated 2003, accepted as the East quarter corner thereof bears South 00°11’29” West, 2640.81 feet;

**THENCE** South 00°11'29" West, 2640.81 feet along the east line to the East Quarter corner of said Section 36;

**THENCE** North 89°24'20" West, 1321.09 feet along the south line of the Northeast quarter of said Section 36;

**THENCE** North 00°13'42" East, 2640.75 feet along the west line of the East half of said Northeast quarter;

**THENCE** South 89°24'28" East, 1319.39 feet along the north line of the Northeast quarter of said Section 36 to the **POINT OF BEGINNING**.

(The above described Parcel 3 contains a computed area of 3,486,385 sq. ft.).

**PARCEL NO. 4:**

**COMMENCING** at a found G.L.O. brass cap in hand hole accepted as the Northwest corner of said Section 31, from which a found 3 inch brass cap, R.L.S. 36563, dated 2003, accepted as the West quarter corner thereof bears South 00°11’29” West, 2640.81 feet;

**THENCE** South 88°59’43” East, 1324.62 feet along the north line of the Northwest quarter of said Section 31 to the **POINT OF BEGINNING;**

**THENCE** continuing along said north line, South 88°59’43” East, 1324.62 feet to the North quarter corner of said Section 31;

**THENCE** South 89°00’03” East, 1326.74 feet along the north line of the Northeast quarter of said Section 31 to the northeast corner of the Northwest quarter of the Northeast quarter of said Section 31;

**THENCE** South 00°17’00” West, 1303.88 feet along the east line of said Northwest quarter of the Northeast quarter to the southeast corner thereof;

The following 7 courses are defined by the Final Plat of “Unit Two Roosevelt Citrus Acres”, as filed in Book 19, Page 3, Records of Maricopa County, Arizona;

**THENCE** South 89°14'12" East, 1325.80 feet along the south line of the Northeast quarter of the Northeast quarter of said Section 31 to the southeast corner thereof;

**THENCE** South 00°19'21" West, 1298.40 feet along the east line of the Northeast quarter of said Section 31 to the East quarter corner thereof;

**THENCE** South 00°19'53" West, 663.38 feet along the east line of the Southeast quarter of said Section 31, to the easterly prolongation of the south line of Lot 52, Block 3 of said final plat;

**THENCE** along said easterly prolongation, the south line of Lots 41 through 44 and Lots 49 through 52, and the westerly prolongation of the south line of said Lot 41, North 89°20'59" West, 2648.77 feet to the North-South Mid-Section line of said Section 31;

**THENCE** along said North-South Mid-Section line, North 00°14'40" East, 657.68 feet to the East-West Mid-Section line of said Section 31;

**THENCE** along said East-West Mid-Section line, North 89°28'24" West, 1323.30 feet to the intersection of the roadways lying southwest of the southwest corner of Lot 7 of said Final Plat;

**THENCE** North 00°13'04" East, 1314.88 feet along the center of the roadway lying west of and abutting Lots 1, 3, 5, & 7 to the north line of said Final Plat;

**THENCE** North 00°13'04" East, 1314.88 feet along the east line of the West half of the Northwest quarter of said Section 31 to the northeast corner thereof, being the **POINT OF BEGINNING.**

(The above described Parcel 4 contains a computed area of 10,412,949 sq. ft.).

The above described Parcels 1, 2, 3 and 4 contain a combined computed area of 90,912,632 sq. ft. (2087.067 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

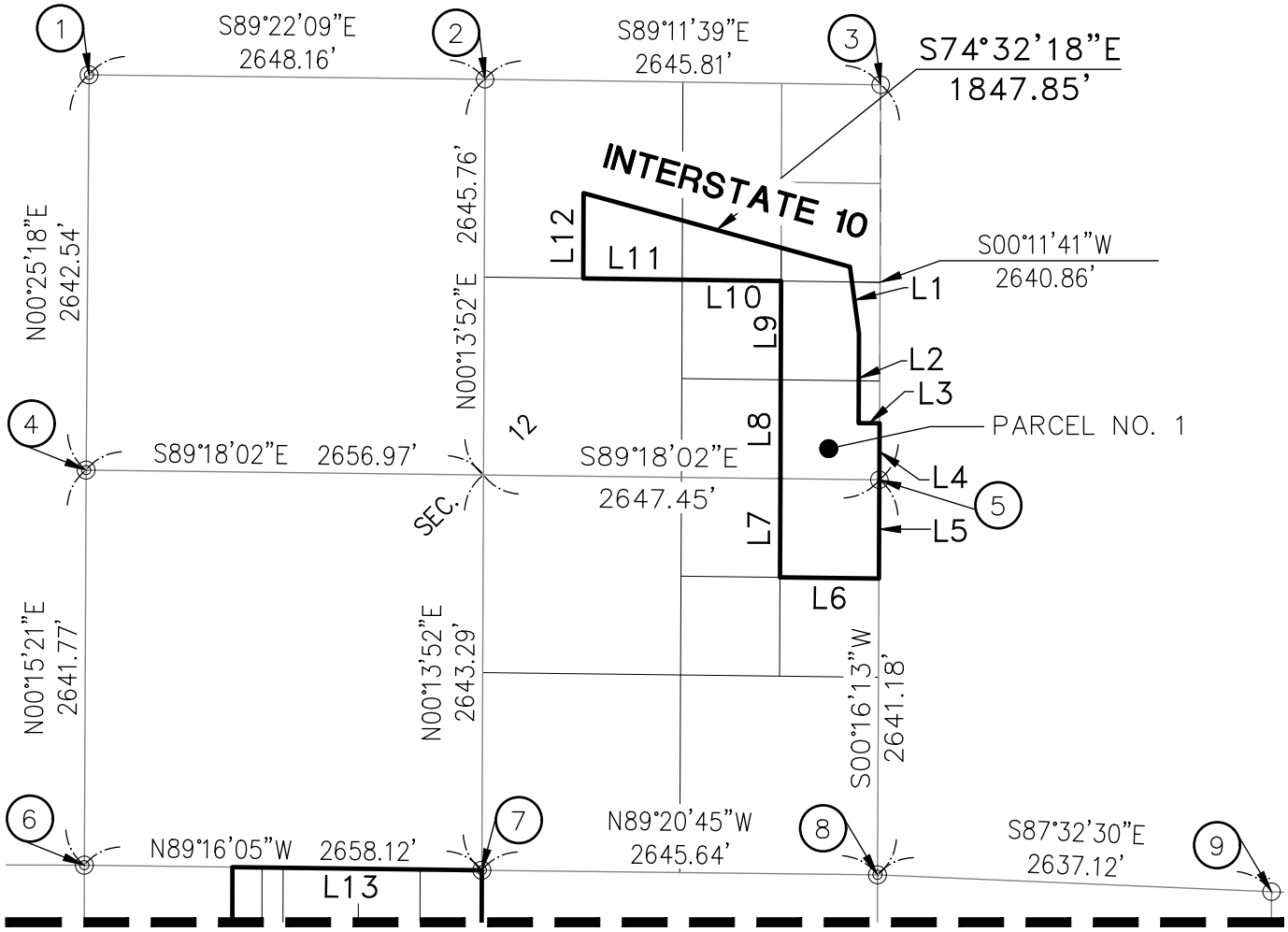
Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1966
Date: April 2024



**EXHIBIT D**
**TO**
**ORDINANCE 08-24**

**[Depiction of Buckeye Tech Corridor Community Master Plan Amendment Area]**

**SEE FOLLOWING PAGES**




**MATCH SHEET 2**

## LEGEND

- BOUNDARY LINE
- SECTION LINE
- PARCEL LINE
- EASEMENT LINE

N

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 4/04/2024
ARIZONA, U.S.A.
Expires 12/31/2024

THE AREA IS 90,912,632 SQ. FT. OR 2087.067 ACRES

SHEET 1 OF 9

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| PROJ.NO.: | 1966 |
| DATE: | APR 2024 |
| SCALE: | N.T.S. |
| DRAWN BY: | JK |
| CHECKED BY: | KJP |

CIPRIANI
OVERALL BOUNDARY
BUCKEYE, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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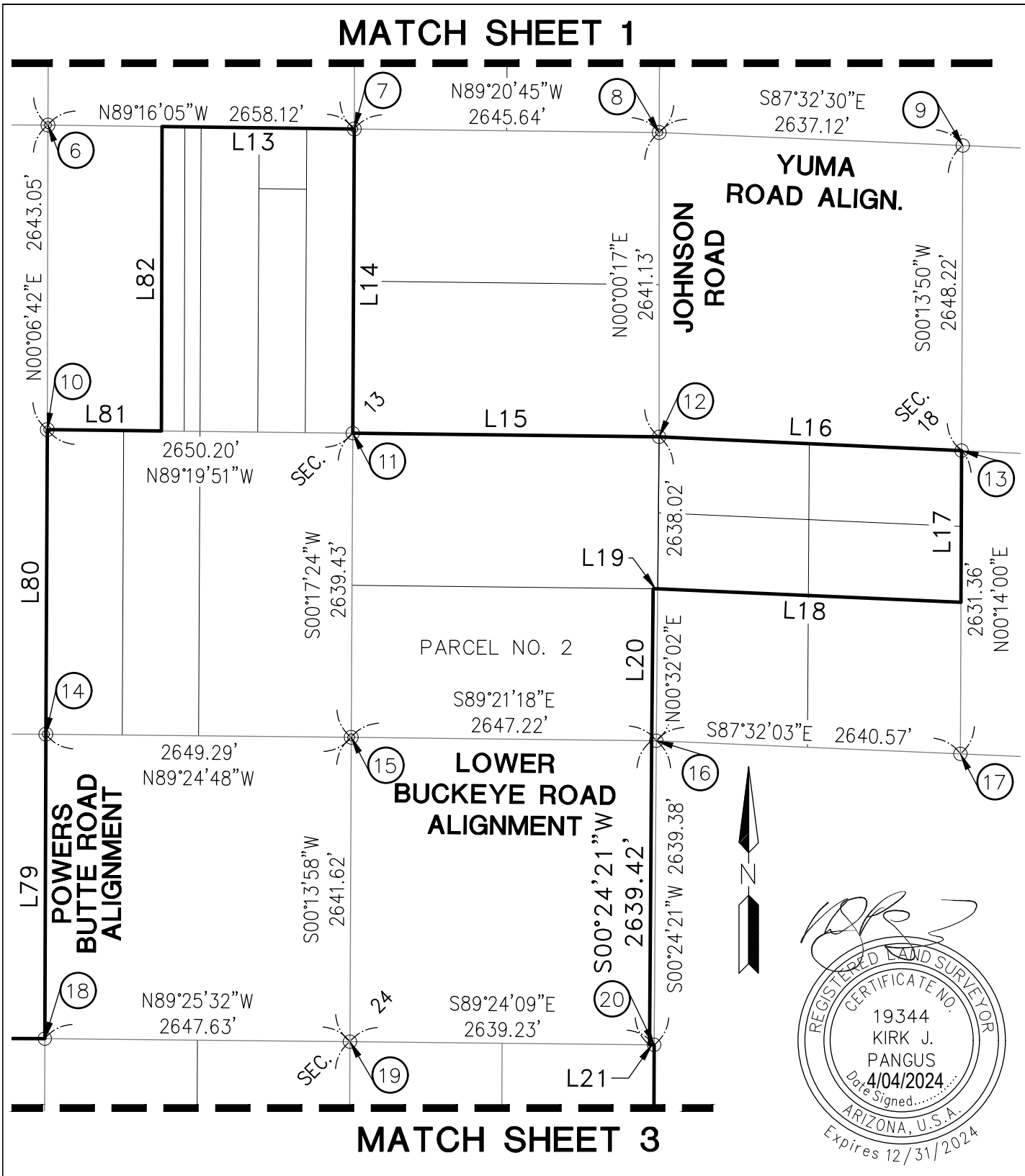


REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 4/04/2024
ARIZONA, U.S.A.
Expires 12/31/2024

SHEET 2 OF 9

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CIPRIANI
OVERALL BOUNDARY
BUCKEYE, ARIZONA

EXHIBIT

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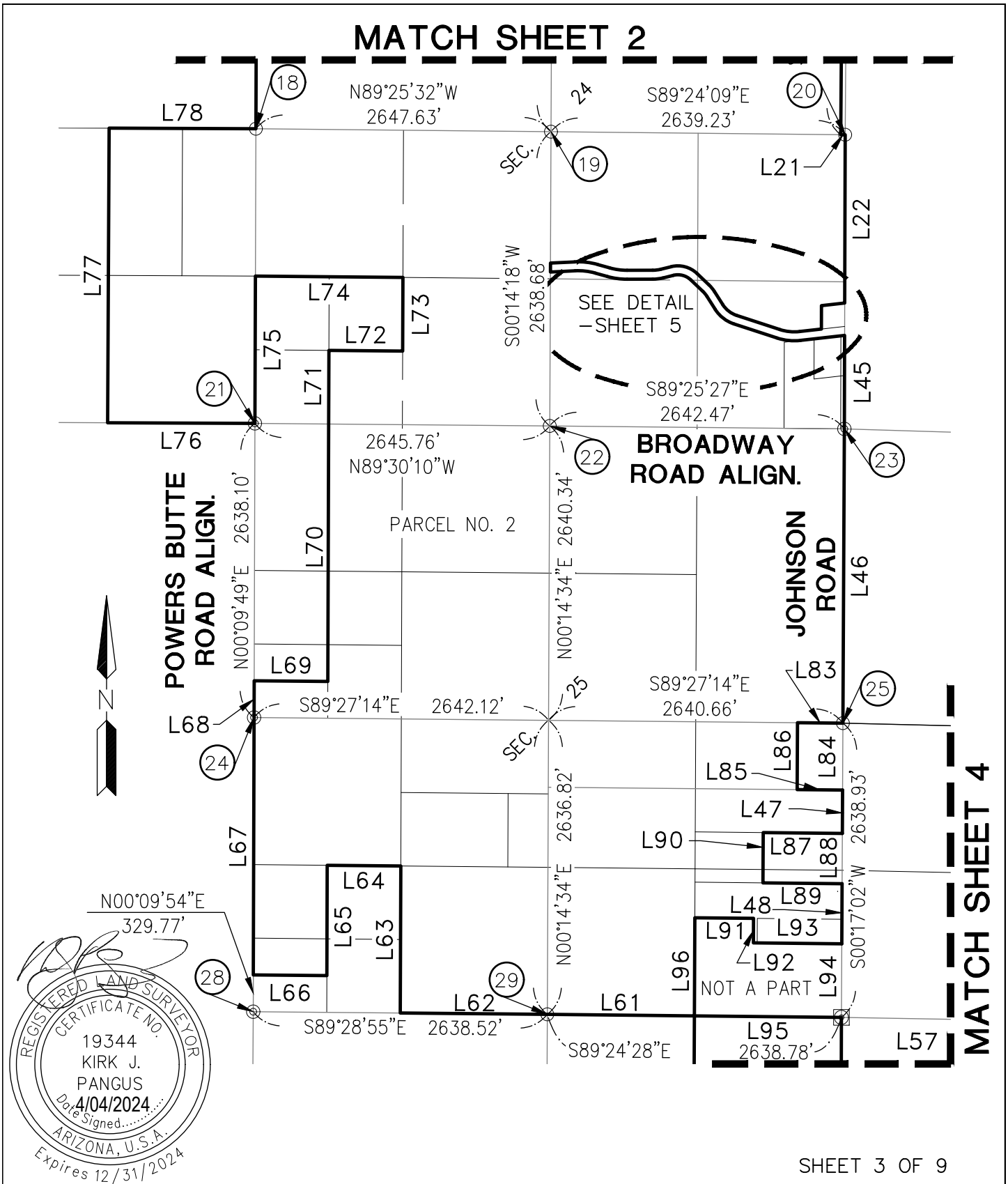


REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 4/04/2024
ARIZONA, U.S.A.
Expires 12/31/2024

SHEET 3 OF 9

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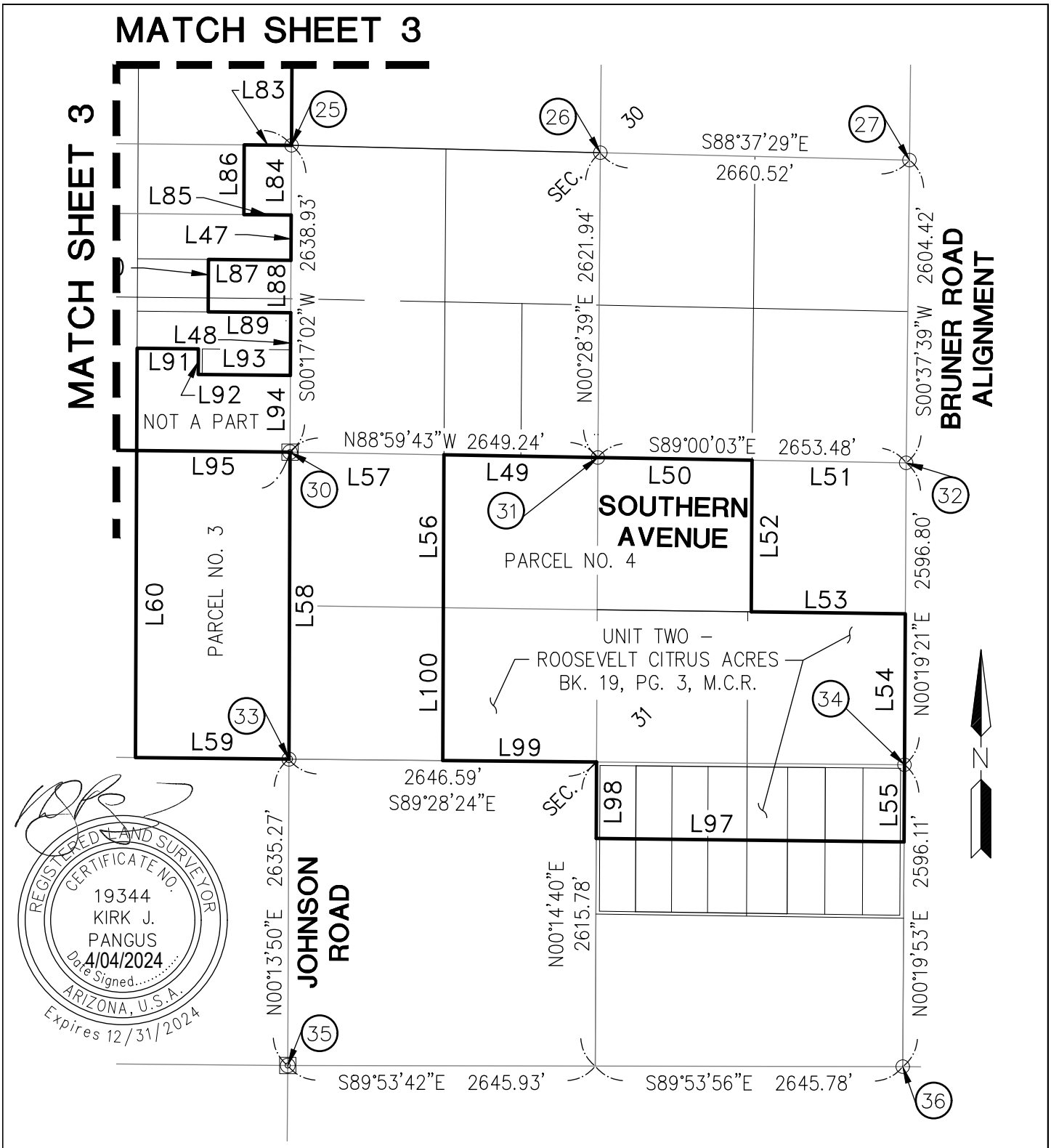


SHEET 4 OF 9

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CIPRIANI
OVERALL BOUNDARY
BUCKEYE, ARIZONA

EXHIBIT

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**EXHIBIT E**
**TO**
**ORDINANCE 08-24**

**[Conditions of Approval for the Buckeye Tech Corridor Community Master Plan Amendment Area]**

**SEE FOLLOWING PAGES**

*General*

a) Development of the property shall be in general conformance to the project narrative entitled "Buckeye Tech Corridor Community Master Plan – A Major Amendment to the Cipriani Community Master Plan", consisting of 99 pages, dated December 7, 2023, and stamped received on December 11, 2023, except as modified by these conditions of approval.

b) The Property Owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of the CMPA approval.

c) This project is subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statue § 48-574 and in accordance with City of Buckeye Ordinance 42-06 and a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. These shall be established prior to the recordation of the first Final Plat, or Minor Subdivision, but not before any Map of Dedication, or approval of the project's first site plan.

d) Unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, all existing overhead power lines less than 69 kV capacity, or any other existing overhead non-power utilities (e.g. telephone, cable) within the project area or along its boundaries, shall be installed underground.

e) All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground, excluding any temporary irrigation for portions of the property prior to development as long as such facilities are not located within a developed portion of the property. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five (5) feet, unless otherwise determined by the City. Any additional right-of-way for District-owned facilities (not to exceed five feet) shall be placed outside of the right-of-way and the public utilities easement.

f) The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project unless otherwise modified through a separate agreement approved by the City.

g) Plans submitted for any phase of development shall take into consideration impacts on undeveloped portions of the Property and shall be designed with public utilities sized for future phases, so that parallel or redundant public utilities are not required in the future.

h) Prior to Final Plat recordation, all final civil construction plans and reports including landscaping, irrigation and all lighting improvement plans, shall be reviewed and approved by the City of Buckeye.

i) Prior to Final Plat recordation, the City of Buckeye shall approve all engineering and construction plans and reports for the required infrastructure for the project.

j) The Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.

k) To the extent the Property will be served by the City with such public services and unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer is responsible for providing, at their sole cost and expense, all public infrastructure necessary to serve the project including, without limitation, water and wastewater service in accordance with Ordinance No. 86-06. This includes water supply, infrastructure, and capacity for the production, treatment and delivery of water to the project and the collection, treatment and disposal, including recharge and/or reuse, of wastewater generated at the project. Nothing in this stipulation is intended to prevent the Property Owner/Developer from providing the water and sewer self service solutions as described in the CMPA, if and as allowed by law and in locations reasonably acceptable to the City.

l) The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. To the extent reasonably available, Property Owner / Developer will utilize non-potable water for construction before using City potable water.

Drainage

m) Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.

n) The Property Owner/Developer shall make provisions in their design to accommodate off-site storm water, manage this flow as part of the project, and redistribute it in a like manner and location to the existing conditions. Historic discharge conditions and locations cannot be altered unless easements or agreements are in place with the affected downstream property owner allowing the alteration of the historical condition.

o) Provide a Planning Unit-level Drainage Master Plan for City review and approval prior to submittal of the first site plan for development of any phase of the Property.

p) Prior to Engineering Permit issuance, the Property Owner/Developer shall coordinate with the US Army Corps of Engineers the Jurisdictional Determination of potential 404 washes.

q) Public hard-surface recreational facilities within storm water retention/detention basins shall be set above the 1-ft ponding level.

Streets

r) Prior to the issuance of a Building Permit, the Property Owner/Developer shall pay a pro rata share, based on acreage, of the cost of up to nine (9) future traffic signals to be installed within each section of land this project is located within. The sectional contribution is to be based on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. When calculating the costs, the above number of assumed signals for each section of land shall be adjusted to only include those signals where it is known or where it can reasonably be assumed a signal will be required. The cost shall be based on an anticipated signal cost as determined by the City Engineer.

s) Unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer shall be responsible for the dedication and construction of all adjacent half-street right-of-way and improvements, at no cost to the City based on City of Buckeye standards.

t) Developer shall construct 315th Avenue where the CMP abuts the planned alignment, in accordance with the Buckeye Transportation Master Plan, unless, as part of a separate agreement(s) and based upon a low amount of trips anticipated on 315$^{th}$ Avenue, the City agrees to not require construction of 315th Avenue.

u) The Property Owner/Developer shall submit a Map of Dedication or other appropriate subdivision type to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may only be requested by the City to be dedicated to permit the construction of needed City infrastructure. The submittal of a Map of Dedication for the purpose of dedicating rights of way or granting easements will not trigger a requirement to submit construction documents for roadway or other improvements.

v) All streets (local, collector, and arterial), public sidewalks, public parks, and other public common areas, as determined by the City of Buckeye, shall be sufficiently illuminated to ensure the safety and security of persons and property. The City shall approve all lighting improvements within the right-of-way.

w) All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment.

x) Pavement sections for all streets shall be determined in accordance with a City approved geotechnical analysis but shall not be less than the City's minimum requirements.

y) Arterial, and parkway streets shall have a raised, landscaped median except at intersections where left-turn lanes are provided.

z) Street signs and signposts shall be placed at all street intersections, with stop signs where applicable, by the Property Owner/Developer and shall be in place when

street paving is completed. Specification for design, construction, location, and installation shall be in accordance with City roadway standards and shall be approved by the City of Buckeye.

aa) Any traffic signals that are required due to site generated traffic shall be installed by the Property Owner/Developer when warranted. For such traffic signals where the project makes a sectional signal fee contribution as noted above, the applicable developer shall be eligible for a credit of the contributed amount towards that signal (and any payment by the Property Owner / Developer or others as allowed by the City Code).

Water / Wastewater

bb) If the property will be a "subdivision" as defined in A.R.S. § 32-2101 that is subject to the assured water supply requirement, then prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said plat. The certificate must be consistent with all ADWR rules and regulations. If the City has been designated as having an assured water supply (DAWS) prior to Final Plat approval, and if ADWR has not yet issued a Certificate or Certificate of Assured Water Supply for the subdivision, then a Certificate of Assured Water Supply will not be required by the City.

cc) If the City will provide public water service, then provide a Planning Unit-level Water Master Plan for City review and approval prior to submittal of the first preliminary plat or site plan for development of any phase of the Property.

dd) If the City will provide public wastewater service, then provide a Planning Unit-level Wastewater Master Plan for City review and approval prior to submittal of the first preliminary plat or site plan for development of any phase of the Property.

ee) Any City-owned recharge facilities shall be located and constructed in a manner that the potable wells for the project can be permitted as recovery wells.

WHEN RECORDED, RETURN TO:

City of Buckeye
Attention: City Clerk, Lucinda J. Aja
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

# BUCKEYE TECH CORRIDOR

# DEVELOPMENT AGREEMENT

## DATED August 6, 2024

## BY AND BETWEEN

## THE CITY OF BUCKEYE, ARIZONA
**an Arizona municipal corporation**

## AND

## AZLCO BUCKEYE, LLC,
**a Delaware limited liability company**

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**Exhibits**


| | |
|---|---|
| Exhibit A | Legal Description of Land |
| Exhibit B | Depiction of Land |
| Exhibit C | Conditions of CMP Approval |
| Exhibit D | Dispute Resolution/Remedies |

# DEVELOPMENT AGREEMENT

**1. Date.** The date of this Development Agreement ("***Agreement***") is August 6, 2024 (***"Effective Date"***).

**2. Parties.** The parties to this Agreement are:

**(a)** CITY OF BUCKEYE
Attention: Dan Cotterman, City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326
dcotterman@buckeyeaz.gov ("***City*** ")

**(b)** AZLCO BUCKEYE, LLC
Attention: Jessica Bennett
3300 E. 1st Avenue, Suite 600
Denver, Colorado, 80206
jessica.bennett@tract.com ***("AZLCO")***

For purposes of this Agreement, AZLCO may be referred to as the "Owner."

**3. Background.** The following is the background to this Agreement:

**(a)** AZLCO has the option to acquire certain real property located in the City of Buckeye, Arizona and consisting of approximately 2,087 acres as legally described in the attached **Exhibit A** (the "***Land***") and depicted in the attached **Exhibit B,** currently owned by Cipriani Holdings, LLC. AZLCO represents that it has obtained Cipriani Holdings, LLC's consent for this Agreement to be recorded against the Land. Pursuant to the General Plan and Land Use District Map of the City, the Land is located in a Planned Community Land Use District.

**(b)** On September 2, 2008, the City, (formerly the Town of Buckeye) and prior owner Cipriani Land Holdings, LLC, entered into a development agreement in connection with portions of the Land which was recorded in the Official Records of the Maricopa County Recorder on September 12, 2008, at Instrument Number 2008-0793673, and re-recorded on October 2, 2008, at Instrument Number 2008-0855678 "(***Former Development Agreement***"). On August 6, 2024, the City Council approved the conditional termination of the Former Development Agreement, as reflected in Ordinance No. 08-24 and the Notice of Termination and Release of Development Agreement, which conditionally terminated the Former Development Agreement by its terms, and once the conditions of Ordinance No. 08-24 are met, there will be no further obligations from the Former Development Agreement applicable to the Land.

**(c)** On September 2, 2008, the City approved a community master plan for the Land (Ordinance No. 65-08) that set forth the zoning and regulatory framework for the Cipriani master planned community.

**(d)** On and before December 11, 2023, Cipriani Holdings, LLC, submitted for approval the following documents pertaining to the Land: an Environmental Site Assessment and a Community Master Plan Narrative, which documents were intended to collectively constitute a Community Master Plan (the "***CMP***") pursuant to the City of Buckeye Development Code (the "***Development Code***").

**(e)** AZLCO intends to develop a master planned mixed use development known as the "***Buckeye Tech Corridor"*** (the "***Project***"), including a master planned industrial park within the Project on PU-2 ("***Technology Park***") instead of the prior residential master planned community previously approved by Ordinance No. 65-08.

**(f)** City and Owner agree that for purposes of this Agreement and as used herein, the term "Owner" shall mean the owner of record of any portion of any Planning Unit as depicted in the CMP so long as said owner of record has complied with the provisions of Section 23 of this Agreement. City acknowledges and agrees that the current Owner and signatory to this Agreement intends to Transfer, as that term is defined in this Agreement, portions of the Land as well as the obligations appurtenant thereto.

**(g)** Owner and the City are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes ("***A.R.S.***") §§ 9-500.05 and Section 8-6-3 of the Development Code to approve the CMP for the Land and facilitate the proper development of the Land by providing for, among other things: (i) conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements; (ii)) the permitted uses for the Land; (iii) the densities and intensities of such uses; and (iv) other matters related directly or indirectly to the development of the Land.

**(h)** The City and Owner acknowledge that the development of the Land pursuant to this Agreement will have planning and economic impacts to the City by: (i) encouraging investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources; (ii) requiring development of the Land to be consistent with the City's General Plan and the approved CMP; (iii) providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the Land; (iv) increasing tax and other revenues to the City based on improvements to be constructed on the Land; (v) creating employment through development of the Land consistent with this Agreement; and (vi); and increasing the demand for City services during and after the development of the Land. The City and Owner acknowledge that the development of the Land pursuant to this Agreement will result in benefits to Owner by providing certainty in order to avoid the waste of resources and allowing the Owner to have the ability to develop the Land in accordance with this Agreement and the CMP.

**(i)** Among other things, development of the Land in accordance with this Agreement will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements that will support development of the Land.

**(j)** On August 6, 2024, by Ordinance No. 08-24, (the "***Ordinance***") the City Council approved this Agreement and the CMP.

(**k**) References to planning units (i.e., PU-1, PU-2) in this Agreement are intended to reflect and incorporate the designations set forth in the CMP.

**4. Agreement.**

For good and valuable consideration, including the benefits to the City and Owner as described above, the City and Owner agree as is more specifically set forth in this Agreement.

**5. Community Master Plan.**

**(a)** Subject to Section 5(a)(i) below, the CMP is hereby approved, and the types of uses, development standards, architectural standards, together with the densities and intensities of such uses for each development parcel located on the Land as shown in the CMP, are hereby established. The Owner expressly acknowledges and agrees that no other development rights are granted or vested under this Agreement with respect to the development of the Land. Subject to the changes permitted by Sections 6 and 13 of this Agreement, the CMP, together with the conditions of approval set forth on **Exhibit C** shall control as to any issues not covered by the Development Code or by any other Laws or Regulations (as defined below). This Agreement shall control as to any inconsistency between the CMP and this Agreement. This Agreement satisfies Section 8-6-3 of the Development Code that requires that a CMP be adopted with a development agreement.

**(i)** For a period of four (4) years from the Effective Date, Owner agrees to limit development of PU-2 to only Data Center and Data Center related uses as defined in Section 6 of the CMP. Notwithstanding the foregoing, if prior to the expiration of four (4) years from the Effective Date, Owner is unable to secure an electrical power supply sufficient to power all of PU-2 as Data Center and Data Center related uses, at Owner's written request pursuant to Section 36, the City agrees to meet with the Owner and APS to discuss the provision of electric service to PU-2. Following any such meeting(s), if an electrical power supply solution that is acceptable to the Owner and City has not been identified, the City will permit development of PU-2 in accordance with Section 5(a) above. For the avoidance of doubt, after the expiration of four (4) years from the Effective Date, the limitation on uses of PU-2 set forth in this Section 5(a)(i) shall terminate.

**(b)** The City shall permit and Owner shall have the right to develop the Land consistent with this Agreement and the CMP, subject to: (i) the submission and approval of a more detailed plan for: (1) each phase of development, if phases are contemplated and allowed by the CMP; (2) each plat; (3) each Planning Unit Plan (as that term is defined in the CMP); or (4) each site plan; and (ii) compliance with the Laws and Regulations. Without limiting the rights of any Owner or operator of a qualifying International Operations Center ("***IOC***") on or for the benefit of any portion of the Land as outlined in Ariz. Rev. Stat. § 41-1520, as amended, such Owner or operator of an IOC on or for the benefit of any portion of the Land shall not be entitled to any City utility tax relief and shall enter into a separate payment in lieu agreement ("***PILOT***") with the City. In order to effectuate the foregoing, any Owner or operator of a qualifying IOC under Ariz. Rev.

Stat. § 41-1520, as amended, on or for the benefit of any portion of the Land pursuant to the foregoing shall be required to promptly notify the City of the date of such qualification (in no event later than 60 days following the date of qualification) and shall pay the City an amount equal to the amount the City would have received in applicable utility taxes on an annual basis, as set forth in the PILOT. Such Owner or operator shall cooperate with the City to provide documentation of the amounts of applicable tax relief and take all additional steps reasonably necessary to ensure such separate payment accurately reflects the amount of utility taxes that would be owed to the City but for the IOC tax exemption.

**(c)** The Land may be planned and developed in phases (individually "***Phase***" and collectively "***Phases***"). Owner shall have the right to plan and develop more than one Phase at a time, with the location, rate, timing, and sequencing to be determined by Owner, provided, however that the City may require a different development phasing plan if such location or sequencing determinations by the Owner adversely affect the City's ability to provide municipal services or road infrastructure. The City shall identify the municipal services and/or road infrastructure that might be adversely impacted by the proposed Phase and advise the Owner of the additional infrastructure that will be required of Owner in order to proceed with the Phase, provided that any such additional infrastructure requests shall be in accordance with the terms of Section 7 below and the applicable sections of the Laws and Regulations.

**6. Laws and Regulations.**

**(a)** The uses, development standards, densities and other provisions as provided in the CMP and this Agreement, as may be amended from time to time, shall govern the development of the Land to the extent that these conflict with the City of Buckeye Code of Ordinances, rules, regulations and standards of development including, but not limited to, resolutions, design, detail, official policies and procedures (collectively, as amended or adopted from time to time, the "***Laws and Regulations***"). Otherwise, the Laws and Regulations in effect at the time of development and/or the issuance of a permit to construct or make improvements, which includes construction of any public infrastructure required pursuant to the CMP or this Agreement, shall apply to the Land. To the extent changes to the Laws and Regulations not attributed to Section 6(b) below cause a significant, negative impact on the cost or constructability of the improvements, the Parties agree to utilize the dispute resolution procedure outlined in Section 6(c) below.

**(b)** Future Laws and Regulations shall apply to the Land, regardless of the impact on the development of the Land, if such future laws and regulations are required or mandated by federal, state, or county law or regulation; required or imposed by judicial or regulatory action; or are necessary to alleviate or otherwise contain threats to public health or safety. The applicability of future changes in the Laws and Regulations will be construed as a condition to development imposed by operation of law.

**(c)** The Parties agree to utilize the expedited dispute resolution process set forth in this Section 6(c) solely for disputes arising out of Section 6 of this Agreement. The dispute resolution remedies set forth in Section 22 of this Agreement shall apply to all other disputes, controversies, claims, or causes of action arising out of or relating to this Agreement.

**(i)** Appointment of Representatives. To further the cooperation of the Parties in implementing this Section 6, the City and Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Owner. The initial representative for the City (the "***City Representative***") shall be the City Engineer and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the "***Owner Representative***"). The representatives shall be available at all reasonable times to discuss and review concerns about the potential negative impact to the cost and/or constructability of the development, due to City revisions to the Laws and Regulations.

**(ii)** Expedited Review. The City acknowledges and agrees that it is desirable for the Owner to proceed efficiently with the implementation of the CMP and this Agreement. Accordingly, the City agrees to promptly review and discuss with the Owner Representative any concerns about the potential negative impact to the cost and/or constructability of the development, due to City revisions to the Laws and Regulations. In the event the Owner gives notice to the City pursuant to Section 36 electing to proceed with dispute resolution pursuant to this Section 6(c), the City Representative and the Owner Representative shall meet in as expedited a manner as is reasonable under the circumstances, in order to discuss the Owner's concern(s) and to consider potential resolution of the concern(s).

**(iii)** Impasse; Dispute Resolution. The Parties agree that if at any time the Owner reasonably believes an impasse has been reached with the City Representative on any issue arising under this Section 6(c), the Owner shall have the right to immediately appeal to the City Manager for an expedited decision pursuant to this Section. If the issue on which an impasse is reached is an issue where a final decision can be reached by the City staff, the City Manager shall give the Owner a final decision within 30 business days after the Owner's request for an expedited decision. If the issue on which an impasse has been reached is one where a final decision requires action by the City Council, the City Manager shall schedule a City Council hearing on the issue within 30 business days after Owner's request for an expedited decision; provided, however, that if the issue is appropriate for review by the City's Planning and Zoning Commission, the matter shall be first submitted to the Planning and Zoning Commission within 30 business days, and then to the City Council. Both the City and Owner agree to continue to use reasonable and good faith efforts to resolve any impasse under this Section 6(c) pending any such expedited decision.

## 7. Infrastructure; Necessary Property; Easements.

**(a)** The design, construction and installation of all public water and wastewater facilities to be conveyed to and operated by the City, public streets, medians, parkways, alleys, curbs, gutters, sidewalks and traffic control, directional signs and other public infrastructure and public facilities in connection with the development of the Land as required by the CMP, this Agreement, and the Laws and Regulations (collectively, the "***Infrastructure***") shall be in conformance with plans and specifications (the "***Technical Specifications***") submitted to the City for its review and approval, and shall be subject to and in compliance with the Laws and Regulations. Owner acknowledges and agrees that the Technical Specifications may be modified by the City from time to time in order to comply with the Laws and Regulations. Any modification by the City to the Technical Specifications shall not be applied retroactively to any Infrastructure

to the extent the Owner has previously submitted its Technical Specifications to the City and the City has accepted the Technical Specification submittal for processing and review, or to the extent the City has already granted approval based on prior Technical Specifications and Owner has materially and substantially acted on such approval. To the extent Owner develops the Land, Owner shall have the right and the obligation under this Agreement to construct or cause to be constructed and installed, in accordance with the Technical Specifications and the Laws and Regulations, and all other applicable rules, regulations, construction standards and governmental review processes, all Infrastructure required by the CMP and the Laws and Regulations. Unless set forth in a separate written agreement or elsewhere in this Agreement, Owner shall construct and install, or cause to be constructed and installed, all Infrastructure at no cost to the City. Subject to the limitations set forth in Section 5(c), such Infrastructure may be constructed in segments that correspond to the Phases, if any, set forth in the CMP. Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by the City.

**(b)** Owner is required by City Code to construct and install, at no cost to the City, the public infrastructure necessary for the City to provide municipal services to the Land. Dedication of Infrastructure or construction of Infrastructure within public rights-of-way or easements by the Owner shall not constitute acceptance of the Infrastructure by the City or for purposes of starting any warranty period. Acceptance of any and all Infrastructure by the City for purposes of the City assuming maintenance and repair obligations and for purposes of commencing the warranty period shall be expressly evidenced by the City as provided herein.

**(c)** Owner, and its agents and employees, shall have the additional right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any of the City's easements or rights-of-way to the extent reasonably necessary to facilitate such construction, or to perform necessary maintenance or repairs of such Infrastructure. Owner's use of such easements and rights-of-way, pursuant to an encroachment permit, shall not impede or adversely affect the City's use and enjoyment thereof.

**(d)** Owner shall restore the City's easements and rights-of-way, used pursuant to the encroachment permit, to their condition prior to Owner's entry upon completion of such construction, repairs, or maintenance. Owner, its agent, and employees, also shall have the right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any of the City's easements or rights-of-way to the extent reasonably necessary to install and maintain landscaping material within the portion of the City's right-of-way not used for vehicular travel.

**(e)** The parties hereto acknowledge and agree that the City, prior to issuance of a permit for the commencement of construction in connection with a non-residential development, shall require the Owner to enter into a written agreement with the City to provide appropriate assurances in such form and amount as required by the Laws and Regulations to assure that the installation of the Infrastructure is completed ("***Infrastructure Assurance***"). In such case, the Owner may elect, with the approval of the City, any one or combination of the following methods of assurances. All assurances provided by the Owner shall comply with the City's requirements.

The options, in forms acceptable to the City Attorney (each, an "***Acceptable Assurance***"), are as follows:

**(i)** A performance bond; or

**(ii)** An irrevocable letter of credit; or

**(iii)** Cash or certified check; or

**(iv)** Such other assurance mechanism as may be approved by the City Attorney.

Once the Infrastructure Assurances have been complied with, the Owner shall have the right, with the approval of the City, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other forms of Acceptable Assurance, as set forth above. If a discrete and self-sustaining portion of the Infrastructure for which an appropriate assurance has been delivered is dedicated to and accepted by the City, the City agrees to release, within twenty (20) business days from such acceptance by the City, the portion of the assurance that relates to the Infrastructure so accepted. The City agrees that within twenty (20) business days from the City's acceptance of the particular completed Infrastructure for which the City has required and the Owner has provided Infrastructure Assurance, the City shall release such Infrastructure Assurance, in whole or in part as may be appropriate under the circumstances, in the manner provided in the Laws and Regulations.

**(f)** Upon completion by Owner of any Infrastructure, or any portion or Phase thereof, Owner shall promptly dedicate and convey to the City, at no cost to the City, such Infrastructure lien and debt free. The dedication of the Infrastructure shall not constitute acceptance by the City of the Infrastructure. Owner shall notify the City Engineer or designee in writing of the presumptive completion of such Infrastructure. Owner shall give the City Engineer or designee written notice ("***Notice to Confirm***") promptly following completion of the Infrastructure or any portion or Phase thereof so long as any portion or Phase of completed Infrastructure is a discrete portion relating to a completed Phase and its suitability for its purpose can be adequately determined. Within thirty (30) business days after its receipt of the Notice, the City Engineer or designee shall inspect the Infrastructure identified therein as to whether it has been constructed in accordance with the Technical Specifications and Laws and Regulations as verified by the inspection of the completed Infrastructure by the City Engineer or designee. Upon completion of the inspection, the City Engineer or designee shall deliver written notice to Owner within thirty (30) business days of the inspection either (1) approving construction and agreeing to accept conveyance of such Infrastructure, or portion thereof ("***Acceptance Letter***"); or (2) identifying, through a punch list, all specific items that are not in accordance with the Technical Specifications and Laws and Regulations and that are to be corrected by Owner. Owner shall make all such corrections within the time period determined by the City Engineer or designee. So long as such Infrastructure is constructed in accordance with the Technical Specifications and Laws and Regulations as evidenced by an Acceptance Letter issued by the City Engineer, the City will accept the Infrastructure through an Acceptance and Service Agreement ("***Service Agreement***"), unless such Infrastructure is to be owned or accepted by some other governmental entity. Acceptance of any Infrastructure is expressly conditioned upon Owner providing the

warranties for such Infrastructure, as provided in Section 7(f), below. Except as provided in Sections 7(f) and 7(g) below, or the terms of any applicable Service Agreement, after acceptance of any Infrastructure, the City thereafter shall maintain, repair and operate such Infrastructure at its own cost.

**(g)** Owner shall give to the City a two (2)-year warranty for all Infrastructure, which warranty shall begin on the date that the City accepts the Infrastructure as provided in this section or on such other date as set forth in any applicable Service Agreement. Any material deficiencies in material or workmanship identified by the City's staff during the two (2)-year warranty period shall be brought to the attention of Owner, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City's staff. Continuing material deficiencies in a particular portion of the Infrastructure shall be sufficient grounds for the City to require (i) an extension of the warranty for an additional two (2) year period, or (ii) the proper repair of, or (iii) the removal and reinstallation of that portion of the Infrastructure that is subject to such continuing deficiencies. Regardless of whether the two (2) year warranty period has expired, the Owner agrees to repair any damage to the Infrastructure caused by Owner's construction activities on the Land. Nothing contained herein shall prevent the City or Owner from seeking recourse against any other third party for damage to the Infrastructure caused by such third party. In addition to the two year warranty provided above, for a period of five (5) years from the date that the City accepts water and /or wastewater facilities and appurtenances, in the event any water and/or wastewater facilities and appurtenances do not perform to rated production or treatment capabilities, for reasons other than normal wear and tear, the Owner shall make City-approved corrections or additions to such facilities and appurtenances as may be necessary to achieve the rated production or treatment capabilities.

**(h)** Owner shall maintain and repair all Infrastructure comprised of streets, parkways, alleys, curbs, gutters, sidewalks, and all appurtenances thereto at its expense, for a period of one (1) year from the date the City accepts the Infrastructure. Such maintenance shall consist of all maintenance and repair actions reasonably required by customary engineering industry standards for each item of Infrastructure. Unless otherwise agreed in writing, Owner agrees to forever maintain all landscaping located within the public easements and rights-of-way located on the Land and such obligation shall survive the termination or expiration of this Agreement; provided, however, Owner may assign this obligation to one or more property owners associations ("***POA***") provided such POA is legally bound to such landscaping maintenance obligation and has adequate financial ability, acceptable to the City, to bear such obligation. Once the City has consented to the assignment of this obligation to a POA, Owner shall be relieved of any further obligation to maintain the landscaping.

**(i)** A CMP traffic impact analysis must be approved by the City prior to site plan approval. A traffic impact statement must be submitted and approved by the City as part of the site planning process. Owner agrees to provide a summary of recent traffic counts at City-approved locations and times, analysis of stop sign warrants, and analysis of traffic signal warrants as part of each traffic impact statement. All changes to the CMP will trigger an update to the CMP traffic analysis. As part of any roadway phasing, additional traffic counts may be requested by the City to determine the Average Daily Traffic ("***ADT***") on phased road sections to determine if the specific road section is nearing its capacity pursuant to Section 6-3 Table 1 of the City's Engineering Design Standards, as may be amended from time to time.

**(j) Minor Subdivision and Platting**. The City agrees that Owner may pursue splitting the Land into parcels of more than 36 acres pursuant to and in compliance with Arizona state law and the City of Buckeye Development Code through one or more Minor Subdivision Plats or master plats. Owner and City agree that, in light of the development plan for the Land, as reflected in the CMP and this Agreement, Owner may utilize more than one Minor Subdivision Plat or master plat in order to split the Land into the desired number of parcels. Owner may plan for and dedicate roadways and road rights of way at any time prior to or at site plan application via a Minor Subdivision Plat or a Map of Dedication; provided, however, that the obligation to design, construct, and provide financial assurances for the required public road improvements will be addressed no later than at the time of site plan application. City and Owner may utilize one or more Public Infrastructure Assurance Agreements ("***PIAAs***") in order to ensure that the requisite financial assurances are provided at the time of site plan. Owner may plan for, lay out, and dedicate private access and public utility easements within the Project at any time so long as such private access and public utility easements do not trigger City responsibility to construct and maintain the improvements that would be located in such easements. Subject to the limitations set forth in Section 5, City agrees that there will be no required or pre-determined phases or phasing plan for the Project and that Owner may propose and develop phases of the Project as development opportunities arise. Owner may request that the City expedite review of any Project application and City agrees to use its best efforts to expedite such review.

**(k) Roads**.

i. City acknowledges that the current City Master Transportation Plan (the "***TMP***") was based off, among other things, the Former Development Agreement which provided for a large residential development on the Land driving material incremental traffic. In light of Owner's intended low-traffic use of the Land, Owner has undertaken to update the traffic impact analysis for the Land. In the event that a City-approved traffic impact analysis using a build-out model that conforms to the model used for the City TMP indicates that, based upon the development plan set forth in this Agreement and the CMP and the traffic to be generated therefrom, certain road sections running through or along the boundary of the Land, specifically Broadway Road and 315$^{th}$ Ave, can be downgraded from the service levels indicated in the current TMP, the City agrees to amend the TMP to reflect the new required service levels and such downgraded road classifications. Any such amendment will occur as part of the City's regular TMP update process, but may occur earlier if paid for by Owner at Owner's request.

ii. Broadway Road. City agrees that the Broadway Road alignment shall enter the Project area off the Johnson Road and run through the Project along the same Broadway Road alignment as exists to the east of the Project as shown on the TMP. The TMP shall be amended to straighten the above described alignment in order to avoid or reduce the adverse impact the curved alignment would otherwise have on the Project's development. The final road alignment within the Land shall be mutually agreed upon by the Owner and the City, each acting reasonably and in good faith, and subject to the City's Master Transportation Plan amendment process.

iii. Roadway Abandonments. To the extent other roadways are not affected and the City is lawfully authorized to abandon the roadway, the City agrees to assist the Owner with the City's road abandonment process for previously platted or dedicated roads within the Land that Owner wishes to vacate, as approved by the City.

**(l) Johnson Road Traffic Interchange**. Prior to approval of the first site plan within any area of the CMP, Owner shall at no cost to the City, dedicate land within the CMP as reasonably required by the City for the freeway traffic interchange at the intersection of Interstate 10 and the Johnson Road alignment (the "(the "***Johnson Road Traffic Interchange***" or "***Interchange***"), as determined by a conceptual interchange layout. To the extent this dedication is a component of an applicable development impact fee in effect at the time of dedication, some or all of this dedication may be eligible for an impact fee credit as set forth in Section 10(b). Other than the land dedication set forth above in this Section 7 (l) and other than any contribution to the cost of the Interchange pursuant to Section 7(l), Owner shall have no obligation with respect to the design, engineering, construction or studying of the Interchange. Owner and City acknowledge and agree to the following: (1) the Johnson Road Traffic Interchange is a piece of regional infrastructure that will benefit owners, developers, and residents to the north and south of the Interchange, including the Land; (2) the Land will represent only a portion of the total area that benefits from the Interchange as determined by the Traffic Report (defined below); and (3) the development contemplated and planned for in this Agreement may create a limited amount of additional traffic based upon low traffic generation rates attributable to the anticipated end users. As such Owner and City agree as follows:

i. City will conduct a study to determine the area, both north and south of the I-10 freeway alignment, that possesses the requisite nexus to qualify as benefitted property of the Johnson Road Traffic Interchange ("***Benefitted Area***") and solicit an industry standard report to analyze and estimate the point at which the Johnson Road Traffic Interchange would need to be constructed in order to timely serve the traffic needs of the Benefitted Area ("***Traffic Report***").

ii. City will, to the extent allowable by law, require traffic impact analyses of all site plans or developments proposed within the Benefitted Area, including any site plan submitted by Owner, which analyses shall analyze and estimate the proposed site plan or development's impact on the need for the Interchange as identified in the Traffic Report.

iii. If a traffic impact analysis, statement, or count establishes that the total number of average daily trips ("***ADTs***") generated by the entirety of the uses then occurring on the Land plus the proposed uses that triggered the traffic impact analysis exceed 10,000 ADTs, Owner will become responsible as a benefitted owner pursuant to the Traffic Report and at the time of construction of the Interchange will contribute a pro rata share, based on a reasonable assessment of the analysis in the Traffic Report and Owner's traffic impact analysis ("***Pro Rata Share***"), towards the cost of the Interchange, subject to the cap set forth below in subsection vii.

iv. If, within ten (10) years of the date of execution and recordation of this Agreement, a developer within the Benefitted Area other than Owner triggers the construction of the Interchange based on the Traffic Report and said developer's project-specific City-approved

traffic impact analysis, statement or count, Owner will be required to contribute a Pro Rata Share towards the cost of the Interchange, subject to the cap set forth in subsection vi below; provided that, Owner will not have to pay Owner's contribution until 10 years after the date of execution and recordation of this Agreement.

v. If, more than ten (10) years after the date of execution and recordation of this Agreement, a developer within the Benefitted Area other than Owner triggers the construction of the Interchange based on the Traffic Report and said developer's City-approved project-specific traffic impact analysis, statement or count Owner agrees to contribute a Pro Rata Share towards the cost of constructing the Interchange, subject to the cap set forth below in subsection vi below.

vi. Notwithstanding anything herein to the contrary, the collective contribution of all Owners of any of the Land to the costs of constructing the Interchange shall not exceed fifteen million dollars ($15,000,000). ADOT, the City, the Owner, and any other owner within the Benefitted Area, individually or in combination with one another, may also utilize a combination of federal, State, and other funding sources, development fee credits, and third party repayments to fully or partially fund or offset the cost to design, engineer, acquire property, construct, and install the Johnson Road Traffic Interchange.

**(m)** In connection with the development and construction of the Land, it will be necessary for Owner and its contractors, subcontractors, designees, and/or agents (together, Owner's "***Agents***") to transport heavy equipment and materials over existing roadways. Prior to the approval of building permits, Owner and the City shall agree to a construction plan ("***Construction Plan***"), which, in addition to other plan requirements, will assess the pre-construction quality of the existing roadways that Owner and its Agents plan to use, set forth criteria for subsequently determining the extent to which Owner and its Agents' use may have caused damage to such roadways during the construction process, and the extent to which the Owner or its Agents are responsible to repair the damage to the roadways its construction vehicles caused during the construction process; provided however, that Owner or its Agents shall not be required to repair the off-site roadways during the construction phase so long as the roadways meet the public travel safety minimum requirements during the construction phase as determined by the City in its sole discretion utilizing the damage criteria referenced in this Section 7(m), and so long as the roadways are repaired to the initial condition before the City issues any certificate of occupancy or equivalent document by which the City determines the construction process has been completed.

**(n)** Contemporaneously with the transfer of the Infrastructure to the City in accordance with the terms and conditions of this Agreement and the Laws and Regulations, Owner, at no cost to the City, shall convey to the City, by special warranty deed, all real property necessary for the City to own, operate, and maintain the Infrastructure (the "***Necessary Property***") together with all of the property and equipment comprising the Infrastructure that may properly be characterized as fixtures located thereon. In addition, Owner shall grant to the City, at no cost to the City, all rights-of-way, easements, access rights, and other interests in real property necessary for the ownership, operation, maintenance and repair of the Infrastructure, as required by the City including easements (i) as are necessary for the operation, maintenance and repair of the

Infrastructure as part of the City's infrastructure systems; including easements for ingress, egress, utilities, and, if necessary, noise and odor; and (ii) from the Infrastructure to the point of connection to the then existing or proposed infrastructure system for the Land at the nearest point of interconnection in a public right-of-way or such other location approved by the City and as are necessary for the purpose of operation, maintenance and repair of the property and equipment comprising Infrastructure (collectively, "***Easements***"). Owner shall provide to the City, at Owner's cost, extended coverage title insurance policies for the Necessary Property and the Easements, which policies shall be approved by the City and which policies shall be subject only to those conditions and exceptions as the City shall approve. Any endorsements requested by the City shall be paid for by the Owner. Prior to the conveyance of the Infrastructure and the Necessary Property and Easements to the City, Owner shall provide the City, at no cost to the City, with such studies, reports and other information required by the City including, without limitation: (i) a title report for the Necessary Property and Easements in a form satisfactory to the City that shall be updated prior to conveyance of the Necessary Property and Easements to the City; and (ii) an environmental site assessment upon which the City may rely, that has been performed and reported in compliance with 40 CFR Part 312, as amended, that concludes no conditions were identified at the Necessary Property or within the Easements indicative of releases and threatened releases of Hazardous Materials (as defined below) on, at, in, or to the Necessary Property or Easements.

**(o)** Owner represents, warrants and agrees that (A) except as set forth in the environmental assessment report delivered to the City or relating to the Necessary Property and Easements pursuant to Section 7(n) above and to the best of Owner's knowledge after due inquiry using commercial best efforts, no Hazardous Materials (defined below) have been used or placed on the Necessary Property or Easements in violation of Environmental Laws (defined below), except to the extent reasonably used in the normal course of the agricultural operations previously conducted on the Land; (B) no notice has been received by Owner with regard to any Hazardous Materials on the Necessary Property or Easements; (C) the Necessary Property and Easements are presently in compliance with Environmental Laws; (D) no action, investigation or proceeding is pending or to Owner's knowledge threatened which seeks to enforce any right or remedy against Owner in connection with the Necessary Property or Easements under any Environmental Laws; (E) Owner has permitted no release, discharge, or disposal of Hazardous Materials on, to, or from the Necessary Property or Easements in violation of Environmental Laws; (F) Owner shall not permit any release, discharge, or disposal of Hazardous Materials on, to, or from the Necessary Property or Easements prior conveyance to and acceptance by the City; (G) the Necessary Property and Easements are in compliance with Environmental Laws and are free and clear of any liens imposed pursuant to Environmental Laws; (H) all licenses, permits and other governmental or regulatory actions necessary for the Necessary Property and Easements to comply with Environmental Laws have been obtained and maintained and Owner is in compliance therewith; and (I) Owner shall give the City prompt written notice if Owner receives any notice with regard to Hazardous Materials on or affecting the Necessary Property or Easements, and Owner, at Owner's sole cost, shall conduct and complete all investigations and all cleanup actions necessary to remove, in compliance with Environmental Laws, such Hazardous Materials from or beneath the Necessary Property or Easements, the cause of which the City can demonstrate occurred or is occurring, or is a condition which existed, on or before conveyance to and acceptance by the City of the Necessary Property and Easements, whether or not known to Owner.

"**Environmental Laws**" means all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes, whether currently in effect or subsequently enacted, relating to the protection of the environment or governing, regulating or proscribing the use, storage, treatment, generation, transportation, processing, handling, production, disposal, presence, cleanup, release, or threatened release into the environment of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, permits, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto. Environmental Laws include A.R.S. Ann. §49-101, *et seq*., the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601, *et seq*., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq*., the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq*., the Hazardous Materials Transportation Act of 1994, 49 U.S.C. 5101 *et seq*., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq*., the Oil Pollution Act of 1990, 33 U.S.C. § 2702, *et seq.,* the Federal Clean Air Act, 42 U.S.C. § 7401, *et seq*., the Clean Water Act of 1977, 33 U.S.C. § 1251, *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. § 136, *et seq.*, Public Health Service Act, 42 U.S.C. § 300f *et seq.*, as those Laws may be supplemented or amended from time to time, and the regulations now or hereafter promulgated pursuant to those Laws. For purposes of this Section 7, "Laws" shall mean all federal, state, county, and local laws, ordinances, rules, regulations, statutes, codes and orders, including, but not limited to, any judicial or administrative order or agreement, consent, decree, judgment or court decision.

"**Hazardous Materials**" means any substance defined as a hazardous chemical, hazardous or toxic substance, solid waste, hazardous constituent, hazardous waste, hazardous material, contaminant, or pollutant by Environmental Laws, giving those terms the broadest meaning accorded by Environmental Laws, as those Environmental Laws have been or are in the future supplemented or amended. Without limiting the generality of the foregoing, "Hazardous Materials" includes (i) asbestos and asbestos containing materials; (ii) polychlorinated biphenyls; (iii) any substance the presence of which is prohibited by any applicable governmental requirements; (iv) any petroleum-based products and byproducts that are deemed hazardous by any Environmental Law; (v) underground storage tanks that are deemed hazardous by any Environmental Law; and (vi) any other substance (including liquid, solid, semi-solid and gaseous substances and materials) that under any Environmental Law requires special handling, permitting by, or notification of any governmental agency in its collection, storage, treatment, release, discharge, emission or disposal.

**(p)** The environmental representations and warranties of Owner herein shall survive the execution and recordation of this Agreement.

**8. Flood Control.** Flood control measures for the Land shall comply with the requirements of the United States Army Corp of Engineers, and the Laws and Regulations, and, to the extent they are not superseded by the United States Army Corp of Engineers or the Laws and Regulations, the requirements of the Maricopa County Flood Control District.

**9. Community Facilities and Improvement Districts.**

**(a)** Community Facilities District.

**(i)** The City, in accordance with its adopted Community Facilities Guidelines, will consider any requests by Owners of the City to form one or more community facilities districts covering all or portions of the Land in order to aid in financing the cost of the Infrastructure. Nothing contained herein shall be construed to compel the City to form a community facilities district or for the community facilities district, if formed, to finance any Infrastructure.

**(ii)** Owner acknowledges and agrees as follows: (1) formation of the District and the approval of any report submitted pursuant to A.R.S. § 48-715, and the issuance and sale of District bonds or the levy of District taxes, assessments, fees or charges are subject to the sole, absolute and unfettered discretion of the District and District Board; (2) nothing contained in this Agreement or any action or continued actions taken or not taken pursuant to this Agreement, including the formation of a District or the issuance of bonds, shall create any obligation, express or implied, of the District to issue or continue to issue District Bonds of any type or amount or levy or continue to levy any tax or assessment of any type or amount; (3) Owner has no rights and expressly waives any and all future rights, claims or causes of action, express or implied, created by this Agreement or any action or continued actions taken or not taken pursuant to this Agreement or under any other agreement with the District or the City that would create any obligation of the District to issue or continue to issue District Bonds of any type or amount or levy or continue to levy any tax or assessment (except as necessary to pay debt service on outstanding bonds of the District); and (4) the Owner is not relying now or shall not rely in the future on District bonds, taxes, assessments, fees or other District actions for the development of the Property.

**(b)** Street Light Improvement District.

**(i)** Owner shall, in accordance with City Code Chapter 20, Section 20-15, as amended, as part of the required public infrastructure on the Land, construct, install and dedicate to the City, at no cost to the City, street lights on all public streets, including major arterials, minor arterial and collector streets, to the extent required by applicable City development standards, and in accordance with, and subject to, the provisions set forth in Section 7 herein.

**(ii)** Owner shall initiate the formation of a street light improvement district prior to final plat approval by executing and presenting to the City a petition for the formation of the street lighting improvement district, in a form approved by the City, for the purposes of paying the cost of the electricity, operation and maintenance of the street lighting system on the Land.

**(iii)** Following the presentation of the petition for the formation of a street light improvement district in a form approved by the City, the City will commence improvement district proceedings to form a street light improvement district and to assess the cost of electricity, operation and maintenance of street lights against the property within the street light improvement district.

**(c)** Maintenance Improvement District.

**(i)** Owner shall, in accordance with City Code Chapter 20, Section 20-27-1, as amended, initiate the formation of a commercial maintenance improvement district prior to final plat approval, by executing and presenting to the City a petition for the formation of the maintenance improvement district, in a form approved by the City, formed for the purpose of providing for operation, maintenance, repair and improvement of parking, parkways, retention basins and detention basins within, adjacent to, or that serve the district, and public landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such parking, parkways, retention basins and detention basins.

**(ii)** Following the presentation of a petition for the formation of a commercial maintenance improvement district in a form approved by the City, the City will commence improvement district proceedings to form a maintenance improvement district which will allow the City to assess the cost of operation, maintenance, repair and improvements of parking, parkways, retention basins and detention basins within, adjacent to, or that serve the district, and public landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related thereto.

**10. Costs, Fees, and Credits.**

**(a)**. As the Land is developed, Owner shall pay to the City what are commonly referred to as development, or impact, and hookup fees (collectively, "***Development Fees***") that are in effect and imposed by the City as of or after the date of this Agreement, subject to offsets and credits, as allowed by law.

**(b)** It is the intent of the parties to allow for a credit to be given against any Development Fee imposed if Infrastructure or land, if any, is constructed or dedicated to the City by a party other than the City and that is a component of the specific Development Fee to be credited. No credit will be given for dedication of rights of way, easements, or other land normally required for Public Infrastructure pursuant to the Development Code.

**11. City Services.**

**(a) General.** The City shall, to the extent permitted by law, include the Land in the City's municipal service area and provide to the Land such utility and other services in a manner that is similar to that by which the City provides such utilities and services generally to customers of the City, including without limitation sewer, water, garbage, fire and police, provided all of the conditions or requirements set forth in this Section 11 are met by Owner (to the extent they may be applicable to a particular City service or services), including the following:

**(i)** Owner has executed and delivered all applicable Service Agreements;

**(ii)** Owner has constructed and installed the necessary Infrastructure as provided in or as required by the Development Code, the Laws and Regulations, the CMP, or this Agreement for each Phase of development;

**(b) Water.** The cumulative total amount of potable and non-potable water that is to be provided through the City's portfolio for all uses on the Land shall not exceed 2000 acre feet per annum inclusive of the amounts identified in this Section 11(b).

**(i) City Water Service.** If Owner requests City provide water services to the Land, at Owner's sole cost, Owner shall be responsible for constructing all water lines and distribution mains; dedicating a site and constructing a water campus as described below, obtaining certificates of assured water supply if required by law, obtaining a sufficient source or non-AMA groundwater supply or the capital necessary for the City to acquire such resources as described below; and otherwise taking all steps as may be necessary for Owner and the City to comply with applicable federal, state, county, and local requirements, and to ensure the City's water standards are met.

**A. City Water Campus Parcel**. Within twelve (12) months of the Effective Date of this Agreement, Owner shall submit to the City for review a site plan identifying the location of major water infrastructure assets, in each case to the extent then known, including the area to be used as a water campus ("***Water Campus"***) and land and infrastructure to be dedicated to the City in connection with any such major water infrastructure assets. To the extent then known, the site plan may include Rights of Way and Easements. Following acceptance by the City of the site plan, Owner shall dedicate and convey to the City lands and easements associated with the Water Campus Area, as defined below on or before the earlier to occur of (i) the issuance of the first vertical building permit at the Project or (ii) sixty (60) months from the Effective date of this Agreement; provided that, if, prior to such dedication, circumstances have changed such that the Water Campus as approved will not appropriately serve the Land, the City may reconsider the size and location of the Water Campus. Land for the Water Campus shall be no less than thirty-six (36) developable acres and shall be in a location mutually agreed-upon between the Owner and the City, each acting reasonably and in good faith (the "***Water Campus Area***"). In addition to the Owner-constructed water supply infrastructure described in this Agreement that will be located within the Water Campus and conveyed to the City for the City's use in providing water services, the City may also locate on the Water Campus Area additional City water, public safety, and/or fire station facilities intended to serve regional City services both inside and outside the Land, subject to the applicable design and land acreage requirements for such services and facilities. To the extent the City reasonably determines that a portion of the Water Campus land and/or improvements provide a regional benefit to the City and its residents that would not otherwise be required of Owner in connection with development of the Land, such amounts may be reimbursable pursuant to Section 12.

**B. City Water Facilities Easements.** For any wells and connecting water conveyance lines constructed by Owner outside the Water Campus but within the Land and conveyed to and accepted by the City for City water services, at no cost to the City, Owner will grant easements to the City in connection with such wells and water conveyance lines. Easements for the foregoing shall meet City infrastructure standards set forth in the City's Engineering & Design Standards to provide water services to the Land with reasonable access and security measures as determined by the City. In consultation with the City, Owner will construct fences around such wells, and construct access paths as needed. Owner will connect wells to City's

water system accordance with an engineering plan submitted to and approved by the City Engineer.

**C. <u>City Potable Domestic Water Service</u>.** If Owner requests that the City provide the Land, or any portion of the Land, with City potable (domestic) water service, either for use solely for drinking water in sinks and toilets, or solely for industrial uses, or for both uses, then Owner shall construct within the Water Campus the necessary water production, storage, treatment, and conveyance facilities needed by the City to supply Owner's projected potable (domestic) water demands consistent with the Laws and Regulations. The City will operate and maintain the water infrastructure within the City's Water Campus after it is conveyed to, and accepted by, the City, subject to Owner's warranty obligations. The Project shall have a first right to the water produced by the wells drilled and paid for by the Owner. Subject to City approval, if water quality in wells provided to the City by Owner meet drinking water quality standards, such facilities may be connected to the existing water transmission main beneath Johnson Road. Owner shall be responsible for constructing all potable water distribution mains and water lines within the Land as needed to distribute water throughout to each potable water user parcel, and such lines located within the Land will remain in private ownership, except that any segment of a distribution main that is located in a public right-of-way shall be owned and maintained by the City. Each Owner within the Land will have a separate City water meter and customer account. Owner will convey easements as needed for City to freely access City water meters and water infrastructure if located off the Water Campus.

**D. <u>Potable (Domestic) Water Self Service</u>**. Potable water users within the Land may self-serve domestic water uses from small private wells and point-of-use treatment solutions in accordance with applicable law. If any user elects to self-serve potable water, the City shall have no liability or responsibility for such water uses. Owner agrees not to establish a private water company, cooperative or any other form of water production and supply organization on the Land. No water user shall sell, transfer, or otherwise provide water to other users, but users may share wells each for their own uses if allowed by applicable law. No public service corporation shall serve potable (domestic) water within the Land.

**E. <u>City Untreated (Non-Potable) Process Water Service</u>.** Users within the Project are anticipated to require process water that does not need to be treated to meet drinking water standards. If requested by Owner, City agrees to provide the Project with untreated process water service so long as Owner constructs and conveys to the City, and subject to the City's reasonable acceptance thereof, the necessary groundwater production wells and water mains needed by the City, constructed to City standards, to distribute process water to parcels within the Land. Subject to the annual water supply limit above, City commits to providing up to 1,500 GPM of process water to the Land from the wells drilled and paid for by Owner and conveyed to the City. The Project shall have a first right to the water produced by the wells drilled and paid for by the Owner up to 1,500 GPM. Owner may locate one or more of the process water wells within the Water Campus, and outside the Water Campus, pursuant to an engineering plan submitted to and reasonably approved by City. City will establish a separate cost-based water rate or fee for the process water service, separate from the City's potable (domestic) water rate for water provided directly to Owner from these wells. Owner, its successors, assigns, and users shall have the right to construct water storage tanks or similar storage devices or facilities for each phase or on any portion of the Land may be needed in order to provide for the necessary cooling and fire

suppression needs. If such private storage facilities are used, then the City shall have no liability for the operation and maintenance of such private storage facilities. If Owner requests City to provide storage capacity for the process water service, then Owner shall construct and pay for the requested storage capacity and associated equipment pursuant to an engineering plan submitted to and reasonably approved by the City. Process water storage may be located by Owner within the Water Campus provided there is sufficient land within the Water Campus to accommodate the storage as reasonably determined by the City. If sufficient land is not available within the Water Campus to accommodate such process water storage, then Owner shall be required to provide for any such additional land for Owner's requested process water storage that is reasonably determined by the City to be needed. If Owner requests City to provide any treatment of the process water served by the City, then Owner shall construct and pay for the requested treatment capacity City needs to provide such upgraded service pursuant to an engineering plan submitted to and reasonably approved by City. The City will only treat process water to drinking water standards. Additional treatment requirements will be subject to an agreement with the City, and will be reflected in the process water rate or fee.

**F. Process Water Self Service.** Nothing in this Agreement is intended to prohibit a user within the Land from self serving with a non-City water supply including a private groundwater well in accordance with applicable law, or process water delivered via irrigation district facilities. The City shall have no liability or responsibility for such self-service. Owner agrees not to establish a private water company, cooperative or any other form of water production and supply organization on the Land. No water user shall sell, transfer or otherwise provide water to other users, but users may share wells each for their own uses if allowed by the applicable Laws and Regulations.

**G. Designation of Assured Water Supply.** City currently does not have a designation of assured water supply. If City receives a designation of assured water supply applicable to any portion of the Land, to satisfy City's replenishment obligation associated with the City water service to the applicable portion or phase of the Project, Owner shall relinquish Owner's surface water rights to any portion of the Land so designated, if any, to the City and provide the City (1) at no cost to the City, a sufficient supplemental source of renewable supply or a non-AMA groundwater supply of adequate quality and continuous availability to satisfy the City's replenishment obligation associated with Owner's use, or (2) the capital necessary for the City to acquire such resources.

**H. Option To Purchase Replenishment Water.** In order to satisfy a portion of Owner's future replenishment obligations, if any, as set forth in Section 11(G), City hereby grants Owner the option to purchase up to a cumulative total of one thousand (1,000) acre-feet per year ("***AFY***") of City water ("***Option***"). The Option must be exercised no later than five (5) years from the Effective Date of this Agreement, at a cost to escalate over time as follows: Twenty-Three Thousand Five Hundred Dollars per acre-foot ($23,500/AFY) for one year following the Effective Date of this Agreement; Thirty-Two Thousand Nine Hundred Dollars per acre-foot ($32,900/AFY) from the start of the 13th month following the Effective Date through year two (2) (months 13-24 post-Effective Date); Forty-Six Thousand Sixty Dollars per acre-foot ($46,060/AFY) through year three (3) (months 25-36 post-Effective Date); Sixty-Four Thousand

Four Hundred Eighty-Four Thousand Dollars per acre-foot ($64,484/AFY) through year four (4) (months 37-48 post-Effective Date); and, Ninety Thousand Two Hundred Seventy-Eight Dollars ($90,278/AFY) through year five (5) (months 49-60 post-Effective Date). Each cost escalation period shall be known as an "***Option Period***." The Option will automatically expire without further action by either party at the end of the 60th month from the Effective Date. Such Option may be assignable by Owner to a Transferee meeting the requirements set forth in Section 24 below, but in no event will the Option Period be extended. Notice of Owner's exercise of the Option for any Option Period shall consist of Owner delivering payment to the City along with a written notice describing the amount of AFY for which the Owner is exercising the Option, effective upon the date of receipt, and must be received by the City within the intended Option Period. Upon receipt of the funds (which may be sent by check or wire transfer of immediately available funds) and written notice, City will therefore be obligated to provide for Owner's benefit and, future replenishment obligation the amount of AFY purchased via the Option.

**I. Analysis of Assured Water Supply.** There is currently no analysis of assured water supply for the Land. If Owner obtains a new analysis of assured water supply that demonstrates physically-available water supply, prior to the City receiving a designation of assured water supply, Owner shall, if requested by the City, and at no cost to the City, relinquish the analysis of assured water supply for the Land to allow the City to include the Owner's relinquished water supply in the City's designation so that the City may provide water service to the Project; provided, however, Owner may relinquish a portion(s) of its analysis of assured water supply in connection with water service by the City to one or more Phases of development of the Land if ADWR approves such partial relinquishment and reduction in the analysis volume without negatively impacting the priority of the remaining reserved groundwater under Owner's analysis of assured water supply. Owner acknowledges that the City plans to submit to ADWR its application for designation as an assured water provider and Owner agrees to cooperate with and support the City's efforts in processing its designation application. Owner further agrees that it shall submit to ADWR its requests to relinquish its analyses, or a portion thereof, as applicable and as requested by the City, at the time ADWR notifies the City that ADWR is prepared to issue its administrative determination on the completeness of the City' designation application.

**J. New Groundwater Services Area Withdrawal Permit.** Owner acknowledges that City may need to establish a new groundwater service area for the City to withdraw and serve groundwater as part of the water service to the Land, or the applicable portion or Phase thereof. Pursuant to City's existing policy and process to initiate a new service area, Owner shall provide, (1) at no cost to the City, valid groundwater rights or other rights or permits acceptable to ADWR and the City in sufficient quantities and for a period of sufficient length of time, or (2) the funds necessary for the City to acquire the water authority necessary to establish a new service area to serve the Land.

**K. Construction Water.** Owner acknowledges it is responsible, at its sole cost, for providing water for construction purposes for all phases of development of the Land including obtaining the necessary water rights for the water supply to be used for construction purposes.

**L. Existing Water Service Agreements.** To the extent it is lawfully

able and it is practicable to do so, the City agrees to cooperate with Owner's termination with respect to the Land of the four (4) existing water services agreements identified below.[1]

**(c) Wastewater.**

**(i) Wastewater Services.** If Owner requests and City agrees to provide wastewater collection and treatment services to the Land, Owner shall be responsible for (1) acquiring at Owner's sole cost, or contributing towards the acquisition of, a site identified by the City for the construction of a water reclamation facility ("***WRF***"); (2) constructing, at Owner's sole cost, all facilities and improvements, including on-site collections system and an off-site WRF as may be needed for Owner to comply with applicable federal, state, county, and local requirements, including, if applicable, the State's industrial conservation requirements, and to ensure the City's wastewater discharge and pretreatment standards are met ("***Necessary Facilities and Improvements***"), or (3) payment for a complete first phase of the Necessary Facilities and Improvements, or (4) payment of a pro rata share of the Necessary Facilities and Improvements.

**(ii) Wastewater Self Service.** The Project or any Phase or campus within the Project, may be served entirely, individually or collectively by one or more septic systems, in compliance with all regulatory requirements. To the extent Owner elects self-service wastewater discharge/disposal at the Project, Owner shall not be required to construct or dedicate its wastewater conveyance lines underneath the perimeter City streets and roads until the City has constructed and delivered a wastewater infrastructure system to the Project. The Owner will have the authority to build internal collection lines within each campus, and to connect other campuses within the Project, and City agrees to grant Owner such easements, rights of way, or encroachment permits as necessary to cross City streets in order to connect each campus to the Owner's Project wastewater conveyance system. Unless Section 11(c)(i) applies, or unless required to do so by the County or any other jurisdiction having authority thereof, Owner shall not be required by the City to construct, install, pay for, or be assessed fees or costs for a water reclamation facility for the Project, and to the extent the City may construct a water reclamation facility in the area of the Project, Owner, shall not be required to connect its lines to the facility or to participate in such costs. Owner agrees that any claims against the City arising from Owner's self-service wastewater management approach meet the definition of a "Claim" pursuant to Section 20 and is subject to the defense, indemnification and hold harmless provisions set forth therein.

**(d) Public Safety Facilities**. Since the City does not have a current source of capital to offset the capital expenditures related to police and fire service, the Owner shall do the following in connection with the development of the Land:

**(i)** As part of the approval of any final subdivision plat or site plan within the Land, Owner shall dedicate real property parcels of the Land (exclusive of streets and other publicly dedicated parts of the Land, and washes or other encumbered or undevelopable land)

[1] The Water Services Agreements are identified as follows: Water Service Agreement recorded October 22, 1999 as 99-0976739 of Official Records of Maricopa County; Water Service Agreement recorded October 22, 1999 as 99-0976741, of Official Records (Affects Parcels Four, Seven and Eight); Water Service Agreement recorded October 22, 1999 as 99-0976745, of Official Records (Affects Parcels Fourteen, Sixteen, Twenty-Two, Twenty-Three and Thirty-Nine); Water Service Agreement recorded October 22, 1999 as 99-0976746, of Official Records (Affects Parcels Twenty and Twenty-One, Thirty, Thirty-One and Thirty-Two).

for the City to locate and construct two (2) permanent, combined police substations, police communication towers or equipment, and fully-operational fire stations (each a "***Public Safety Facility***," and collectively, the "***Public Safety Facilities***") in areas determined by the City, following consultation with Owner. As part of the Water Campus Area conveyance, City may utilize a portion of the Water Campus Area to locate and construct one (1) Public Safety Facility, provided there is sufficient land within the Water Campus Area that meets the parameters listed directly hereafter. Land dedicated for each Public Safety Facility shall consist of: (1) not less than two and a half acres if the site has access to offsite drainage, or not less than three acres if the site does not have access to offsite drainage, (2) have minimum dimensions of 330 feet by 330 feet or be of such shape as determined by the City to be functional for a fire station, (3) oriented such that there is a minimum of one full side of unobstructed street frontage, (4) not located within 100 feet of an intersection, (5) located within one-quarter mile of a major arterial street, (6) located on real property within the Land with less than a 2% grade from apparatus bay to the street, and (7) not located on a major arterial in heavy traffic stretches. Owner acknowledges and agrees that any public safety regional wireless communication sites shall be exempt from restrictions for site locations, size and height requirements and such sites shall be for public safety purposes only. The City shall not require Owner to subdivide any portion of the Land into a parcel consisting of less than 36 acres in order to satisfy the obligation to provide either Public Safety Facility site; provided, however, that Owner shall in all instances have the obligation to dedicate the required area for each Public Safety Facility as set forth herein.

**(ii)** Prior to issuance of the first vertical building permit on any part of the Land, Owner shall pay the City a lump sum of Three Million Five Hundred Thousand Dollars and 00/100 ($3,500,000) for the City to provide, equip and staff a temporary Public Safety Facility in a location determined by the City, and a fire engine which will serve a regional benefit. The City estimates the staffing costs for the temporary station will be approximately One Million Dollars and 00/100 ($1,000,000) per year ("***Fire Maintenance and Operations"***). Following construction of the temporary Public Safety Facility, Owner shall be responsible to pay the Fire Maintenance and Operations amount to the City no later than January 15 for the preceding year's Fire Maintenance and Operations amounts. Notwithstanding the foregoing, following the date on which (i) the Reimbursement Threshold defined in Section 12 has been met; and (ii) Tax Revenue, as defined in Section 12, received by the City annually totals Five Million and 00/100 Dollars ($5,000,000.00) or more, Owner's obligation to continue paying the Fire Maintenance and Operations to the City shall cease.

**(iii)** Seven (7) years from the date of issuance of the first vertical permit on any part of the Land, pay the actual, out-of-pocket costs incurred by the City to design, construct, furnish and equip one (1) permanent Public Safety Facility. The permanent Public Safety Facility shall be a minimum size as reasonably required by the City to serve the Land. The building, furnishing and equipment shall be of a standard design or specifications adopted by the City. The permanent Public Safety Facility shall be a minimum of three (3) bays, and shall include all equipment reasonably necessary for a fully-operational facility, including but not limited to, fire apparatus and vehicles. In the event the Public Safety Facility is utilized to serve areas other than the Land that are developed after the Effective Date of this Agreement, City may request those developments contribute a pro rata share to the Public Safety Facility and reduce Owner's share, if any, accordingly.

**(iv)** All security systems on the Land shall be compatible and integrate with the City's Real Time Crime Center system.

**(e)** **City Not Liable.** To the extent a court or other governmental agency determines the City shall not provide one or more municipal services to all or part of the Land, the City shall not be liable for any damages, costs or expenses incurred or suffered by the Owner as a result of the City's inability to serve.

**12. Reimbursement.**

**(a)** Owner intends to develop the Land as an economic engine and Owner has the ability to finance, construct and complete the improvements on the Land necessary to generate substantial Tax Revenue, as defined in this Section 12, for the City. As a condition of this Agreement, Owner intends to spend funds in excess of hundreds of millions of dollars to develop the Land as an economic engine, which Owner has no obligation to do. City believes that Owner's planned development of the Land will generate substantial monetary and non-monetary benefits for the City, including, among other consideration, substantially increasing tax revenues received by the City and providing for public infrastructure in an undeveloped/developing part of the City. In connection with Owner's obligations pursuant to this Agreement to (1) dedicate land for two Public Safety Facility sites at no cost to the City; (2) pay the costs for Fire Maintenance and Operations; (3) pay the costs for the construction and equipping of one fully-equipped temporary Public Safety Facility; (4) pay the costs for the construction and equipping of one fully-equipped permanent Public Safety Facility; (5) contribute $15,000,000.00 toward the costs of the design, engineering, and construction (not inclusive of any land dedication therefore) of the Johnson Road Traffic Interchange; and (6) construct and install water infrastructure that is oversized and/or for a regional benefit, the reimbursable portion thereof to be determined by the City following construction and subject to the provision to the City of Owner's Engineer's Estimate of Costs prior to construction, (collectively items 1-6 are referred to as the "***Regional Infrastructure Components***"), in each case as and when required pursuant to the terms of this Agreement, and in light of the significant regional benefits anticipated to be received by the City and its residents from the Regional Infrastructure Components, City agrees to reimburse Owner for the amounts paid by Owner to the City for the Regional Infrastructure Components, and reimburse the Verified Costs, as defined below, for any City-approved portions of water infrastructure eligible for reimbursement pursuant to this Agreement ("***Eligible Water Infrastructure")***. Such reimbursement shall be as follows:

**(i)** Owner shall receive an amount equal to 20% of Tax Revenue, as defined below, received by the City in connection with the Project ("***Reimbursement***").

**(ii)** Reimbursement from Tax Revenue, as defined below, under this Section shall be paid by City to Owner on a quarterly basis commencing with the first calendar quarter following the date on which the Tax Revenue received by the City cumulatively meets or exceeds Sixty Million and 00/100 Dollars $60,000,000.00) ("***Reimbursement Threshold"***). Each Reimbursement shall be

made within thirty (30) days following the City's confirmation of City receipt of amounts and City approval of Owner's documentation of the date and amount(s) of the Owner's payment(s) of taxes to the County. In addition to the commencement of the quarterly payments as set forth above in this clause (b), during the period of time prior to Owner achieving the Reimbursement Threshold, the City shall impound on an annual basis 20% of Tax Revenue received by the City in connection with the Project which amounts shall be set aside for future Reimbursement to Owner under this Section 12 following the date on which the Reimbursement Threshold is achieved (the "***Tax Revenue Impound Amount***"). Following Owner's achievement of the Reimbursement Threshold, the City shall pay to Owner, within 30 days of achieving the Reimbursement Threshold and City's confirmation of City receipt of amounts and City approval of Owner's documentation of the date and amount(s) of the Owner's payment(s) of taxes to the County, the amount of Tax Revenue Impound Amount that corresponds to any funded Regional Infrastructure Components and Verified Costs as of such date. Any Tax Revenue Impound Amounts remaining following such payment to Owner shall continue to be held by City for future Reimbursement to Owner pursuant to this Section 12.

**(iii)** The total Reimbursement to which Owner shall be entitled pursuant to this Section 12 shall not exceed the Reimbursement Cap, defined below, in the aggregate.

**(iv)** The City's Reimbursement obligation shall automatically terminate twenty (20) years from the Effective Date of this Agreement, without further notice or requirement by the City, and following automatic termination, the City shall be relieved of any subsequent obligation under this Agreement; provided, however, that if Owner has achieved the Reimbursement Threshold on or before the fifteenth ($15^{th}$) anniversary of the Effective Date, then the City's Reimbursement obligation shall extend to the earlier of the date that (i) is the thirty-fifth ($35^{th}$) anniversary of the Effective Date or (ii) the City has reimbursed Owner in full for all Verified Costs and/or payments for Regional Infrastructure Components that are constructed or funded by Owner prior to the end of the original term of this Agreement. Owner acknowledges and agrees that the City has no obligation or duty of good faith to make any payment pursuant to this Agreement, and the Reimbursement is not a general obligation or indebtedness of the City. Owner hereby waives any and all rights to bring any claim against the City from or relating to in any manner the termination of the City's Reimbursement obligation pursuant to this Agreement.

**(b)** Owner represents and warrants that the construction of all Eligible Water Infrastructure subject to reimbursement from the City as provided in this Agreement shall be publicly procured pursuant to the applicable provisions of A.R.S. Title 34 relating to public facilities, as amended, and in accordance with the procurement code and policies of the City.

**(c)** As used herein, "***Tax Revenue***" shall mean tax receipts received by the City from any Data Center uses, as defined in the CMP, occurring on the Land from Construction Sales Tax, as defined below and primary real and personal property taxes, and is exclusive of all other forms of revenue received by the City in connection with the Project. Owner shall provide the City with documentation reflecting the amount and date of any Construction Sales taxes and primary real and personal property tax amounts paid to the County. "***Construction Sales Taxes***" is defined by the Model City Tax Code (Sec. 13-415) as amended, and does not include, construction sales taxes paid in connection with the Land that are required by Law to be allocated by the City to pre-determined recipients.

**(d)** As used herein, the term "***Verified Costs***" is defined as the City's written, signed and dated verification of the City-approved costs of construction of the Eligible Water Infrastructure as reflected by the following (a) copies of all bills, invoices and other statements of expenses incurred by Owner, covering all of the costs of eligible services, materials, equipment, supplies, construction and installation of the Eligible Water Infrastructure; and (b) lien waivers and releases from contractors, subcontractors, consultants and vendors for services, materials, equipment, supplies and construction included in the Eligible Water Infrastructure; and (c) receipts, specifying exact amount of payments in full by Owner to all contractors, subcontractors, consultants and vendors for all services, materials, equipment, supplies, labor and other costs of construction of the Eligible Water Infrastructure; and (d) as-built drawings certified as to correctness by an engineer registered in the State of Arizona and showing the locations, materials and other information as required by the City Engineer; and (e) any other reasonable information required by the City to verify the actual approved costs of construction of the Eligible Water Infrastructure.

**(e)** As used herein "***Reimbursement Cap***" means the lesser of (i) the Verified Costs in connection with the Eligible Water Infrastructure plus Owner's payments to the City for the Regional Infrastructure Components or (ii) Fifty Million and 00/100 Dollars ($50,000,000).

**13. Restrictions.** Provided the Owner has met the requirements of this Agreement, including the public Infrastructure required to be built by the CMP and/or necessary to serve such development has been constructed, the City shall not (i) impose a moratorium, (ii) enforce any Laws or Regulations that directly impose material limitations on the rate, timing or sequencing (other than the City's ability to require different Infrastructure phasing or sequencing pursuant to Section 5(c) of this Agreement), or (iii) impose any Laws or Regulations which are intended for anti-growth purposes. This prohibition shall not apply to the extent that a limitation may be (a) required or mandated by county, State or federal laws; (b) required or imposed by judicial or regulatory action; or (c) necessary to alleviate or otherwise contain threats to public health or safety. Notwithstanding anything contained in this Section 13, the City reserves the right to impose a moratorium or impose or enforce Laws or Regulations which are for no-growth purposes on any part of the Land for which necessary Infrastructure has not been constructed or substantial progress

in the construction of such major Infrastructure has not been made; provided, however, the Owner shall have the right to construct such major Infrastructure required by the City at which time the City shall remove the moratorium from the Land. Unless the City imposes a moratorium as permitted in this Section and subject to all Laws and Regulations, Owner shall be allowed to apply for and receive approvals from the City for development on the Land, that is consistent with this Agreement and the CMP.

**14. Agriculture Use.** Owner shall have the right to use or grant rights to use the undeveloped portions of the Land for agriculture purposes, including livestock grazing, but not dairy or feed lot operations, until such time as development begins on that portion or Phase of the Land provided such uses do not constitute a nuisance to the developed areas of the Land. However, Owner shall use fences, setbacks and other physical buffers to adequately separate the agricultural uses from other uses, and Owner shall utilize agricultural practices to control dust, odors and water runoff and other resulting conditions from the agricultural uses to ensure that such agricultural uses comply with the Laws and Regulations that apply to such agricultural uses.

**15. Covenants, Conditions, and Restrictions.** Owner shall have the right to record one or more declaration of covenants, conditions and restrictions ("***CC&Rs***") for the area of the CMP and each Phase to govern the private development and use of the Land. Owner represents and warrants that the CC&Rs shall be consistent with this Agreement and the CMP and all applicable Laws and Regulations.

**16. Representations and Warranties.** As of the date of the execution of this Agreement, the parties represent and warrant to each other as follows ("***Representations and Warranties***"):

**(a) By Owner:**

**(i)** Owner is a corporation or limited liability company, duly formed and in good standing in its State of incorporation or formation and duly qualified to do business in Arizona.

**(ii)** Owner has the authority, including the person signing for Owner, and the right to enter into this Agreement as authorized by the board of directors or members of the Owner at duly noticed meetings at which quorums were present.

**(iii)** Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

**(iv)** Owner has not relied on any representations or warranties of the City other than those expressly set forth in this Agreement.

**(v)** To the extent applicable under A.R.S. § 35-394, Owner certifies that it does not, and will not for the duration of this Agreement, 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.

**(b) By City:**

**(i)** The Ordinance was approved and enacted at a duly noticed and held public meetings by the City Council, at which a quorum was present and the execution of this Agreement was authorized.

**17. Cooperation.**

**(a)** The City and Owner shall each designate a representative to act as a liaison between the City and its various departments and Owner ("***Representatives***"). The Representatives shall be available at all reasonable times to assist with the performance of the parties under this Agreement. The initial representative for the City ("***City Representative***") shall be the City Engineer or his/her designee. The initial representative for AZLCO ("***AZLCO Representative***") shall be Jessica Bennett. The representatives may be changed by the applicable party by giving written notice to the other party of the name, title, address and telephone number of the replacement.

(**b)** The City does and will from time to time, at the election of the City, use the assistance of private independent attorneys, accountants, architects, engineers, inspectors and other outside professionals and consultants ("***Outside Consultant(s)***") to assist the City in the process of administering the development of land within the boundaries of the City, including the Land. In the event the City determines an Outside Consultant is needed in connection with the development of the Land, prior to retaining the Outside Consultant, the City shall notify the Owner, and identify the reason the Outside Consultant is required. If the City retains additional Outside Consultants in connection with the Land, Owner shall reimburse the City for all reasonable fees and costs of the Outside Consultant(s). Although the City shall have the right to retain and control the Outside Consultant(s), the City shall consider Owner's recommendation in connection with the selection of the Outside Consultant(s).

**18. Conflicts of Interest.** The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511, as amended.

**19. Covenants Running with the Land.** The provisions of this Agreement shall be for the benefit of, and shall be a burden upon, the Land, and the provisions of this Agreement shall be covenants running with the Land, without the necessity of an assignment of this Agreement with the conveyance of any part of the Land.

**20. Indemnity.** Owner (or its successors or assigns) shall indemnify, defend and hold harmless the City and each council member, officer, official or employee 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 reasonable attorneys' fees) to which any such Indemnified Party may become subject, at law or in equity or otherwise ("***Claims***"), insofar as such Claims (or actions in respect thereof) arise out of or are based upon any provisions of this Agreement, except for those Claims which have been adjudicated to be caused by the City's

gross negligence or intentional misconduct. An Indemnified Party shall, promptly after the receipt of written notice or actual knowledge of a Claim against such Indemnified Party with respect to which indemnification may be sought against Owner, notify Owner (as provided in Section 36 below) in writing of such Claim, provided that the failure of the Indemnified Party to give written notice of such Claim shall not relieve Owner from its obligations under this Section except to the extent that such failure prejudices the defense of such action or proceeding by Owner. The Indemnified Party, at its expense, may employ separate counsel and participate in the defense. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Owner of the commencement thereof, Owner shall promptly assume the defense thereof, with counsel satisfactory to such Indemnified Party and Owner. If Owner promptly assumes the defense of any such Claim and pays all costs incurred in connection therewith, Owner will not be liable to such Indemnified Party under this Section for any legal or other expenses incurred by such Indemnified Party separately in connection with the defense thereof. If Owner does not promptly assume the defense of any such action after written notice from the Indemnified Party, until Owner does assume the defense of such action, the Indemnified Party shall have the right to direct the defense of such action on behalf of such Indemnified Party and settle the action without the consent or approval of Owner and Owner shall pay any settlement amounts and all reasonable attorneys' fees and other costs and expenses incurred in the defense and settlement of any such action. At any time after an Indemnified Party receives a notice of Claim for which indemnification is required under this Agreement, the City may require Owner to provide the City, within thirty (30) days after written notice from the City to Owner, with such financial assurance(s) as the City may require, in its reasonable discretion, sufficient to guarantee Owner's performance of any of its indemnity obligations under this Agreement that are the subject of the notice of Claim. Owner's indemnification obligations pursuant to this Section 20 shall survive to the later of the termination of this Agreement or the expiration of the City's reimbursement obligations under Section 12(a)(iv).

**21. Defaults.** Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of ninety (90) calendar days after written notice thereof is received from the other party ("***Cure Period***"), shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than ninety (90) calendar days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said ninety (90) calendar day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies that are set forth in Section 22 of this Agreement. In addition to the dispute resolution process and remedies set forth in Section 22 of this Agreement and **Exhibit D** hereto and notwithstanding anything in this Agreement to the contrary, the City shall have the right to withhold the issuance of building permits for improvements on the Land affected by such default (regardless of Land ownership) until the Default is cured. Nothing contained in this Section shall prevent the either party from using any remedies, or in the case of the City, imposing any fines, available to it under the Laws and Regulations for a violation or breach by the other party of any Laws and Regulations.

**22. Dispute Resolution Remedies.** Except as set forth in Section 6, the parties shall be limited to the remedies and dispute resolution process set forth in **Exhibit D** and in this Section. Any dispute, controversy, claim, or cause of action arising out of or relating to this Agreement shall be governed by Arizona law. The Owner and the City agree that any award rendered by the arbitrator (as defined in **Exhibit D**) pursuant to the provisions of **Exhibit D** shall be binding on both parties, and if either party does not abide by the award rendered by the arbitrator, the provisions of **Exhibit D** shall apply.

**23. Duration.** This Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties if initial Owner (for purposes of this section it is AZLCO Buckeye, LLC) fails to acquire ownership of all of the land area covered by this Agreement on or before September 6, 2024. This Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties twenty (20) years after the Effective Date of this Agreement, subject, however, to any extension of the City's Reimbursement obligations pursuant to Section 12(a)(iv) above. Upon the termination of this Agreement, neither party shall have any further obligations under this Agreement. However, such termination shall not affect any executed and delivered Service Agreement or any approval, permit, subdivision map or site plan that has been given, issued or approved by the City for any part of the Land as of the date of such termination. The City is willing to have this Agreement be effective for the period of time set forth in this Agreement because of the large number of acres owned by Owner.

**24. Transfer.** Owner shall have the right to sell or transfer ("***Transfer***") part or all of its rights, title and interest in and to all or any portion of the Land to any person or entity ("***Transferee***") at any time during the duration of this Agreement with the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Owner specifically acknowledges and agrees that the City's consent may be withheld and Owner will not be released from its obligations under this Agreement and any applicable Service Agreement with respect to the Land or the part of the Land that is transferred ("***Transferred Land***"), unless the following provisions of clause (a) are complied with:

**(a)** Prior to the closing date of any Transfer of all or a part of the Land, Owner will provide the City with written notice of the Transfer ("***Transfer Notice***") which such notice shall include (i) a legal description of the Transferred Land and the name, address, and email address, for notice purposes, of the Transferee; (ii) a written acknowledgement and agreement that Transferee agrees to assume and be subject to the applicable provisions of this Agreement and any applicable Service Agreement as to the Transferred Land; (iii) assurances, reasonably acceptable to the City that Transferee has the ability to satisfy the obligations and responsibilities being assumed such that City's rights and interests under this Agreement are not adversely affected; and, (iv) Owner's request for the City's consent, which consent for purposes of this Section 24(a) shall be limited to City's reasonable determination that the information provided complies with subsections of (i), (ii), and (iii) of this paragraph. In the event of a partial Transfer, and in addition to the requirements of this Section 24(a), Owner and Transferee shall have submitted to the City and the City has approved, a written plan providing for the allocation of obligations and responsibilities under this Agreement between Owner and the Transferee including, but not

limited to, those set forth in Section 7, "Infrastructure; Necessary Property; Easements" and Section 10, "Costs, Fees, and Credits" and Section 11 "City Services".

**(b)** Any Transfer made without providing the appropriate Transfer Notice pursuant to this Section shall be automatically void. Any amendment to this Agreement in connection with Transferred Land shall affect only the Transferred Land and shall not be an amendment of this Agreement as to the part of the Land that is not transferred. Upon the completion of a City approved Transfer pursuant to this Section 24, (i) the Transferor shall be released from all responsibility and liability under this Agreement for (A) the Transferred Land on or after the date of the Transfer, and (B) any Default or indemnity arising under this Agreement or otherwise relating to the Transferred Land arising on or after the date of the Transfer; (ii) the Transferee, as the Owner of the Transferred Land, shall be released from all responsibility and liability under this Agreement for (A) the Land retained by Transferor, (B) any Default of indemnity arising under this Agreement or otherwise relating to the Land retained by Transferor arising on or after the date of the Transfer, and (C) any Default or indemnity arising under this Agreement or otherwise relating to the Transferred Land arising before the date of the Transfer.

**(c)** The City agrees to make reasonable efforts to respond to any request for consent to a Transfer pursuant to this Section 24 within ten (10) business days of receipt of the Transfer Notice.

**25. Lien Financing.** Owner shall have the right at any time, and as often as is desirable, to finance the Land and to secure the financing with a lien or liens against the Land. Nothing contained in this Section or this Agreement shall constitute a subordination of this Agreement to any voluntary or involuntary obligation, tax, charge, assessment, encumbrance or other lien against the Land.

**26. Compliance Confirmation/Estoppel.** When requested by either the City or Owner, which request can be made from time to time, the other shall use its best efforts to confirm the following in writing to the requesting party within thirty (30) calendar days from the date of the request:

**(a)** This Agreement is unmodified and in full force and effect (or reasons why it is not); and

**(b)** Based upon knowledge, there are not any uncured Defaults under this Agreement (or, if there are, the reasons why there are).

**27. No Agency or Partnership.** Neither the City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between the City and Owner.

**28. No Third Party Beneficiary.** This Agreement shall not create any third party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to the Owner, unless expressly provided to the contrary in this Agreement (and then only to the extent so provided).

**29.** **Construction.** The provisions and exhibits of this Agreement shall be construed as a whole consistent with their plain meaning and intent, and they shall not be construed against one party or the other based upon which party prepared or influenced the drafting of any provision or exhibit of this Agreement.

**30.** **Recording.** The City shall record this Agreement with the County Recorder no later than ten (10) days after the last party to execute this Agreement.

**31.** **Time of Essence and Merger.** Time is of the essence of this Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters of this Agreement and the CMP. All prior contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein, and this Agreement constitutes full satisfaction of all claims and liabilities that exist, whether known or unknown, on or before the effective date of this Agreement, between the parties.

**32.** **Benefit and Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their successors and assigns.

**33.** **Counterparts; Entire Agreement; Waiver of Claims.** This Agreement, which may be executed in counterpart, shall constitute the entire agreement between the parties regarding the subject of this Agreement. This Agreement will constitute the entire agreement between the parties, and supersedes all previous written or oral agreements or understandings regarding the subject matter of this Agreement. Each Party knowingly and voluntarily forever release and discharge the other Party and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys, and representatives from all legal and equitable claims, causes of action, debts, accounts, and damages, known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Party may have against the other Party, and arising from actions, omissions, delays or other events that occurred prior to the date of this Agreement. Each Owner on behalf of itself and all other parties having an interest in the Land intends to encumber the Land with the following agreements and waivers. Owner agree and consent to all the conditions imposed by this Agreement, and by signing this Agreement waive any and all claims, suits, damages, compensation and causes of action for diminution in value of the Land the Owner of the Land may have now or in the future under the provisions of A.R.S. §§ 12-1134 through and including 12-1136 resulting from this Agreement or from any "land use law" (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by this Agreement to be enacted, adopted or applied by the City now or hereafter.

**34**. **Amendment.** Any amendment to this Agreement shall be in writing.

**35.** **Section Titles.** The Section titles in this Agreement are not part of this Agreement and are for convenience only.

**36**. **Notices.** All notices, requests, waivers, approvals, acceptances or other communications under this Agreement shall be in writing and shall be deemed given when personally delivered or two days after mailing by certified mail, return receipt requested and postage prepaid, to the addresses set forth below:

| | | |
|---|---|---|
| **(a)** | City | Dan Cotterman, City Manager<br>City of Buckeye<br>530 East Monroe Avenue<br>Buckeye, Arizona 85326 |
| With a copy to: | | K. Scott McCoy, City Attorney<br>City of Buckeye<br>530 East Monroe Avenue<br>Buckeye, Arizona 85326 |
| **(b)** | AZLCO | Jessica E. Bennett, CLO<br>AZLCO Buckeye, LLC<br>3300 E. 1st Avenue, Suite 600<br>Denver, CO 80206<br>jessica.bennett@tract.com |
| With a copy to: | | Michael J. Phalen, Partner<br>Lewis Roca Rothgerber Christie, LLP<br>201 E. Washington, Suite 1200<br>Phoenix, AZ 85004<br>mphalen@lewisroca.com |

No notice to a party shall be effective unless and until a copy of such notice is given to, or as appropriate, received by, all persons indicated above as entitled to receive required copies of notices to that party. The above described recipients of notices may change their address for notice purposes by giving the other parties notice of such change, provided, however, that no such change in notice shall be effective for a period of ten (10) calendar days following such notice of such change. The inability to deliver because of a changed address or facsimile number of which no notice was given, inoperative facsimile machine or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by legal counsel for such party.

**37**. **Force Majeure.** The performance of either party and the duration of this Agreement shall be extended by any causes that are beyond the control of the party required to perform, such as an act of God (including governmental closure related to public health crises), civil or military disturbance and labor or material shortage.

**38.** **Governing Law.** This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Maricopa County, Arizona.

**39**. **Attorneys' Fees.** The prevailing party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees and costs.

**40**. **No Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant of this Agreement shall

be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

**41. Severability.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, either party may terminate this Agreement.

**42. Signature.** The parties have executed this Agreement on the dates set forth in the notary blocks below.

**[SIGNATURES ON FOLLOWING PAGES]**

**CITY OF BUCKEYE, ARIZONA**
**an Arizona municipal corporation**

By _____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 20__, before me personally appeared Eric W. Orsborn, Mayor of the City of Buckeye, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Development Agreement on behalf of the City.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

**OWNER:**

AZLCO BUCKEYE, LLC,
a Delaware limited liability company,
on behalf of itself and its affiliates

By: _____

Name: Jessica Bennett

Title: Chief Legal Officer

STATE OF COLORADO
COUNTY OF DENVER

On this 31 day of July, 2024 before me personally appeared Jessica Bennett, the Chief Legal Officer of AZLCO Buckeye, LLC, a Delaware limited liability company whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed this Development Agreement on behalf of the company.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

BRIANNA ANELLO
NOTARY PUBLIC
State of Colorado
Notary ID # 20244009835
My Commission Expires 03/07/2028

Brianna Anello
Notary Public in and for the State of Colorado

**EXHIBIT A**

**[Legal Description of Land]**

**See following page(s).**

**CIPRIANI**
**CMP PROPERTY**
**LEGAL DESCRIPTION**

Portions of land being situated within Sections 12, 13, 23, 24, 25, and 36, Township 1 North, Range 5 West and portions of Sections 18 and 31, Township 1 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

**PARCEL NO. 1:**

**BEGINNING** at a found Maricopa County aluminum cap flush in concrete, R.L.S. 36563, dated 2003, accepted as the East quarter corner of said Section 12, from which a found 2-3/4 inch brass cap flush accepted as the Southeast corner thereof bears South 00°16’13” West, 2641.18 feet;

**THENCE** South 00°16'13" West, 660.30 feet along the east line of the Northeast quarter of the Northeast quarter of the Southeast quarter of said Section 12 to the southeast corner thereof;

**THENCE** North 89°18'43" West, 661.75 feet along the south line of said Northeast quarter of the Northeast quarter of the Southeast quarter to the southwest corner thereof;

**THENCE** North 00°15'37" East, 660.43 feet along the west line of said Northeast quarter of the Northeast quarter of the Southeast quarter to the northwest corner thereof;

**THENCE** North 00°12'14" East, 660.52 feet along the west line of the Southeast quarter of the Southeast quarter of the Northeast quarter of said Section 12 to the northwest corner thereof;

**THENCE** North 00°12'09" East, 660.52 feet along the west line of the Northeast quarter of the Southeast quarter of the Northeast quarter of said Section 12 to the northwest corner thereof;

**THENCE** North 89°14'50" West, 661.64 feet along the south line of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section 12 to the southwest corner thereof;

**THENCE** North 89°14'50" West, 661.66 feet along the south line of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12 to the southwest corner thereof;

**THENCE** North 00°13'20" East, 570.49 feet along the west line of said Southeast quarter of the Northwest quarter of the Northeast quarter to the southerly Right of Way line of Interstate 10;

**THENCE** along said southerly Right of Way line the following 4 courses:

**THENCE** South 74°32'18" East, 1847.85 feet;

**THENCE** South 07°43'22" East, 449.86 feet;

**THENCE** South 00°11'41" West, 600.00 feet;

**THENCE** South 89°48'19" East, 140.00 feet to the east line of the Northeast quarter of said Section 12;

**THENCE** along said east line, South 00°11'41" West, 378.12 feet to the **POINT OF BEGINNING**.

(The above described Parcel 1 contains a computed area of 1,770,322 sq. ft.).

**PARCEL NO. 2:**

**BEGINNING** at a found 2-1/2 inch brass cap, down 0.5 feet, accepted as the North quarter corner of said Section 13, from which a found 2 inch iron pipe without cap, bent, accepted as the Northwest corner thereof bears North 89°16’05” West, 2658.12 feet;

**THENCE** South 00°16'58" West, 2640.08 feet along the west line of the Northeast quarter of said Section 13 to the Center of said Section 13;

**THENCE** along the south line of said Northeast quarter, South 89°19'32" East, 2658.47 feet to the East quarter corner of said Section 13;

**THENCE** South 87°22'40" East, 2627.00 feet along the north line of the Southwest quarter of said Section 18 to the Center of said Section 18;

**THENCE** South 00°14'00" West, 1315.68 feet along the east line of the Northeast quarter of the Southwest quarter of said Section 18 to the southeast corner thereof;

**THENCE** North 87°27'22" West, 2633.78 feet along the south line of said Northeast quarter of the Southwest quarter and the south line of G.L.O. Lot 3 to the southwest corner thereof;

**THENCE** North 89°20'25" West, 40.00 feet along the north line of the South half of the Southeast quarter of said Section 13 to the west line of the east 40.00 feet of said South half of the Southeast quarter;

**THENCE** leaving said north line and along said west line of the east 40.00 feet, South 00°32'02" West, 1319.02 feet;

**THENCE** South 00°24'21" West, 2639.42 feet along the west line of the east 40.00 feet of the Northeast quarter of said Section 24 to the south line of said Northeast quarter;

**THENCE** along said south line, South 89°24'09" East, 40.00 feet to the East quarter corner of said Section 24;

**THENCE** South 00°10'05" West, 1508.71 feet along the east line of the Southeast quarter of said Section 24 to the northeast corner of the property as described in Book 311 of Deeds, Page 80, Records of Maricopa County, Arizona;

**THENCE** South 83°32'58" West, 210.00 feet along the north line of said deed to the northwest corner thereof;

**THENCE** South 00°10'05" West, 210.00 feet along the west line of said deed to a point on the northerly line of the Roosevelt Irrigation District Canal as described in Docket 8955, Page 111, Records of Maricopa County, Arizona;

**THENCE** along said northerly line the following 15 courses:

**THENCE** South 83°33'05" West, 196.81 feet to the beginning of a tangent curve, concave northerly, having a radius of 420.00 feet;

**THENCE** westerly along said curve, through a central angle of 24°31'45", an arc length of 179.81 feet to a tangent line;

**THENCE** North 71°55'10" West, 406.13 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 236.00 feet;

**THENCE** northwesterly along said curve, through a central angle of 39°24'36", an arc length of 162.33 feet to a tangent line;

**THENCE** North 32°30'33" West, 137.71 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 324.00 feet;

**THENCE** northwesterly along said curve, through a central angle of 13°53'06", an arc length of 78.52 feet to a tangent line;

**THENCE** North 46°23'39" West, 147.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 249.00 feet;

**THENCE** westerly along said curve, through a central angle of 57°30'40", an arc length of 249.94 feet to a tangent line;

**THENCE** South 76°05'40" West, 95.30 feet to the beginning of a tangent curve, concave northerly, having a radius of 306.00 feet;

**THENCE** westerly along said curve, through a central angle of 13°50'14", an arc length of 73.90 feet to a tangent line;

**THENCE** South 89°55'55" West, 230.48 feet to the beginning of a tangent curve, concave northerly, having a radius of 571.00 feet;

**THENCE** westerly along said curve, through a central angle of 15°45'23", an arc length of 157.02 feet to a tangent line;

**THENCE** North 74°18'43" West, 112.49 feet to the beginning of a tangent curve, concave southerly, having a radius of 649.00 feet;

**THENCE** westerly along said curve, through a central angle of 18°24'59", an arc length of 208.61 feet to a tangent line;

**THENCE** South 87°16'18" West, 217.61 feet to the west line of the Southeast quarter of said Section 24;

**THENCE** leaving said north line, along said west line, South 00°14'18" West, 80.11 feet to the southerly line of said Roosevelt Irrigation District Canal;

**THENCE** along said southerly line the following 15 courses:

**THENCE** North 87°16'18" East, 221.75 feet to the beginning of a tangent curve, concave southerly, having a radius of 569.00 feet;

**THENCE** easterly along said curve, through a central angle of 18°24'59", an arc length of 182.89 feet to a tangent line;

**THENCE** South 74°18'43" East, 112.49 feet to the beginning of a tangent curve, concave northerly, having a radius of 651.00 feet;

**THENCE** easterly along said curve, through a central angle of 15°45'23", an arc length of 179.02 feet to a tangent line;

**THENCE** North 89°55'55" East, 230.48 feet to the beginning of a tangent curve, concave northerly, having a radius of 386.00 feet;

**THENCE** easterly along said curve, through a central angle of 13°50'14", an arc length of 93.22 feet to a tangent line;

**THENCE** North 76°05'40" East, 95.30 feet to the beginning of a tangent curve concave southerly, having a radius of 169.00 feet;

**THENCE** easterly along said curve, through a central angle of 57°30'40", an arc length of 169.64 feet to a tangent line;

**THENCE** South 46°23'39" East, 147.37 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 244.00 feet;

**THENCE** southeasterly along said curve, through a central angle of 13°53'06", an arc length of 59.13 feet to a tangent line;

**THENCE** South 32°30'33" East, 137.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 316.00 feet;

**THENCE** southeasterly along said curve, through a central angle of 39°24'36", an arc length of 217.36 feet to a tangent line;

**THENCE** South 71°55'10" East, 406.13 feet to the beginning of a tangent curve, concave northerly, having a radius of 500.00 feet;

**THENCE** easterly along said curve, through a central angle of 24°31'45", an arc length of 214.06 feet to a tangent line;

**THENCE** North 83°33'05" East, 397.53 feet to the east line of the Southeast quarter of said Section 24;

**THENCE** along said east line, South 00°10'05" West, 838.46 feet to the Southeast corner of said Section 24;

**THENCE** South 00°16'55" West, 2638.96 feet along the east line of the Northeast quarter of said Section 25 to the East quarter corner thereof;

**THENCE** North 89°27'14" West, 407.32 feet along the north line of the Southeast quarter of said Section 25;

**THENCE** leaving said north line, South 00°15'48" West, 600.01 feet to the south line of the north 600.00 feet of said Southeast quarter;

**THENCE** along said south line, South 89°27'14" East, 407.10 feet to the east line of said Southeast quarter;

**THENCE** along said east line, South 00°17'02" West, 388.92 feet;

**THENCE** leaving said east line, North 89°24'28" West, 710.01 feet to the west line of the east 710.00 feet of said Southeast quarter;

**THENCE** along said west line, South 00°17'02" West, 451.00 feet;

**THENCE** leaving said west line, South 89°24'28" East, 710.01 feet to the east line of said Southeast quarter;

**THENCE** along said east line, South 00°17'02" West, 539.00 feet;

**THENCE** leaving said east line, North 89°24'28" West, 793.07 feet;

**THENCE** North 00°17'02" East, 220.00 feet;

**THENCE** North 89°24'28" West, 526.64 feet;

**THENCE** South 00°15'48" West, 880.00 feet along the east line of the Southwest quarter of the Southeast quarter of said Section 25 to the southeast corner thereof;

**THENCE** North 89°24'28" West, 1319.39 feet along the south line of said Southwest quarter of the Southeast quarter to the South quarter corner thereof;

**THENCE** North 89°28'55" West, 1319.26 feet along the south line of the Southwest quarter of said Section 25 to the southeast corner of the Southwest quarter of the Southwest quarter of said Section 25;

**THENCE** North 00°12'14" East, 1318.74 feet along the east line of said Southwest quarter of the Southwest quarter to the northeast corner thereof;

**THENCE** North 89°28'05" West, 660.08 feet along the north line of said Southwest quarter of the Southwest quarter to the northeast corner of the Northwest quarter of said Southwest quarter of the Southwest quarter;

**THENCE** South 00°11'04" West, 989.18 feet along the east line of the West half of the Southwest quarter of the Southwest quarter to the south line of the north half of the Southwest quarter of the Southwest quarter of the Southwest quarter of said Section 25;

**THENCE** North 89°28'43" West, 659.74 feet along the south line of said north half of the Southwest quarter of the Southwest quarter of the Southwest quarter to the west line of the Southwest quarter of said Section 25;

**THENCE** along said west line, North 00°09'54" East, 2308.37 feet to the West quarter corner of said Section 25;

**THENCE** North 00°09'49" East, 329.76 feet along the west line of the Northwest quarter of said Section 25 to the northwest corner of the south half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 25;

**THENCE** South 89°27'36" East, 660.64 feet along the north line of said south half of the Southwest quarter of the Southwest quarter of the Northwest quarter to the northeast corner thereof, also being on the west line of the east half of the west half of the Northwest quarter of said Section 25;

**THENCE** along said west line, North 00°11'00" East, 2308.83 feet to the southwest corner of the Southeast quarter of the Southwest quarter of the Southwest quarter of said Section 24;

**THENCE** North 00°12'30" East, 660.34 feet along the west line of said Southeast quarter of the Southwest quarter of the Southwest quarter to the northwest corner thereof;

**THENCE** South 89°29'01" East, 661.56 feet along the north line of said Southeast quarter of the Southwest quarter of the Southwest quarter to the northeast corner thereof;

**THENCE** North 00°13'06" East, 660.12 feet along the west line of the Southeast quarter of the Southwest quarter of said Section 24 to the northwest corner thereof;

**THENCE** North 89°27'51" West, 1323.35 feet along the south line of the north half of the Southwest quarter of said Section 24 to the southwest corner thereof;

**THENCE** South 00°11'54" West, 1321.14 feet along the east line of the Southeast quarter of the Southeast quarter of said Section 23 to the southeast corner thereof;

**THENCE** North 89°45'16" West, 1321.07 feet along the south line of said Southeast quarter of the Southeast quarter to the southwest corner thereof;

**THENCE** North 00°17'24" East, 2642.07 feet along the west line of said Southeast quarter of the Southeast quarter and the west line of the Northeast quarter of the Southeast quarter of said Section 23 to the northwest corner thereof;

**THENCE** South 89°45'47" East, 1316.84 feet along the north line of said Northeast quarter of the Southeast quarter to the West quarter corner of said Section 24;

**THENCE** North 00°11'49" East, 2642.19 feet along the west line of the Northwest quarter of said Section 24 to the Northwest corner thereof;

**THENCE** North 00°16'14" East, 2643.26 feet along the west line of the Southwest quarter of said Section 13 to the West quarter corner thereof;

**THENCE** South 89°19'51" East, 990.05 feet along the north line of said Southwest quarter to the east line of the west 990.00 feet of the Northwest quarter of said Section 13;

**THENCE** along said east line, North 00°06'42" East, 2641.97 feet to the north line of said Northwest quarter;

**THENCE** along said north line, South 89°16'05" East, 1668.06 feet to the **POINT OF BEGINNING.**

(The above described Parcel 2 contains a computed area of 75,242,976 sq. ft.).

**PARCEL NO. 3:**

**BEGINNING** at a found G.L.O. brass cap in hand hole accepted as the Northeast corner of said Section 36, from which a found 3 inch brass cap, R.L.S. 36563, dated 2003, accepted as the East quarter corner thereof bears South 00°11’29” West, 2640.81 feet;

**THENCE** South 00°11'29" West, 2640.81 feet along the east line to the East Quarter corner of said Section 36;

**THENCE** North 89°24'20" West, 1321.09 feet along the south line of the Northeast quarter of said Section 36;

**THENCE** North 00°13'42" East, 2640.75 feet along the west line of the East half of said Northeast quarter;

**THENCE** South 89°24'28" East, 1319.39 feet along the north line of the Northeast quarter of said Section 36 to the **POINT OF BEGINNING**.

(The above described Parcel 3 contains a computed area of 3,486,385 sq. ft.).

**PARCEL NO. 4:**

**COMMENCING** at a found G.L.O. brass cap in hand hole accepted as the Northwest corner of said Section 31, from which a found 3 inch brass cap, R.L.S. 36563, dated 2003, accepted as the West quarter corner thereof bears South 00°11’29” West, 2640.81 feet;

**THENCE** South 88°59’43” East, 1324.62 feet along the north line of the Northwest quarter of said Section 31 to the **POINT OF BEGINNING;**

**THENCE** continuing along said north line, South 88°59’43” East, 1324.62 feet to the North quarter corner of said Section 31;

**THENCE** South 89°00’03” East, 1326.74 feet along the north line of the Northeast quarter of said Section 31 to the northeast corner of the Northwest quarter of the Northeast quarter of said Section 31;

**THENCE** South 00°17’00” West, 1303.88 feet along the east line of said Northwest quarter of the Northeast quarter to the southeast corner thereof;

The following 7 courses are defined by the Final Plat of “Unit Two Roosevelt Citrus Acres”, as filed in Book 19, Page 3, Records of Maricopa County, Arizona;

**THENCE** South 89°14'12" East, 1325.80 feet along the south line of the Northeast quarter of the Northeast quarter of said Section 31 to the southeast corner thereof;

**THENCE** South 00°19'21" West, 1298.40 feet along the east line of the Northeast quarter of said Section 31 to the East quarter corner thereof;

**THENCE** South 00°19'53" West, 663.38 feet along the east line of the Southeast quarter of said Section 31, to the easterly prolongation of the south line of Lot 52, Block 3 of said final plat;

**THENCE** along said easterly prolongation, the south line of Lots 41 through 44 and Lots 49 through 52, and the westerly prolongation of the south line of said Lot 41, North 89°20'59" West, 2648.77 feet to the North-South Mid-Section line of said Section 31;

**THENCE** along said North-South Mid-Section line, North 00°14'40" East, 657.68 feet to the East-West Mid-Section line of said Section 31;

**THENCE** along said East-West Mid-Section line, North 89°28'24" West, 1323.30 feet to the intersection of the roadways lying southwest of the southwest corner of Lot 7 of said Final Plat;

**THENCE** North 00°13'04" East, 1314.88 feet along the center of the roadway lying west of and abutting Lots 1, 3, 5, & 7 to the north line of said Final Plat;

**THENCE** North 00°13'04" East, 1314.88 feet along the east line of the West half of the Northwest quarter of said Section 31 to the northeast corner thereof, being the **POINT OF BEGINNING.**

(The above described Parcel 4 contains a computed area of 10,412,949 sq. ft.).

The above described Parcels 1, 2, 3 and 4 contain a combined computed area of 90,912,632 sq. ft. (2087.067 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

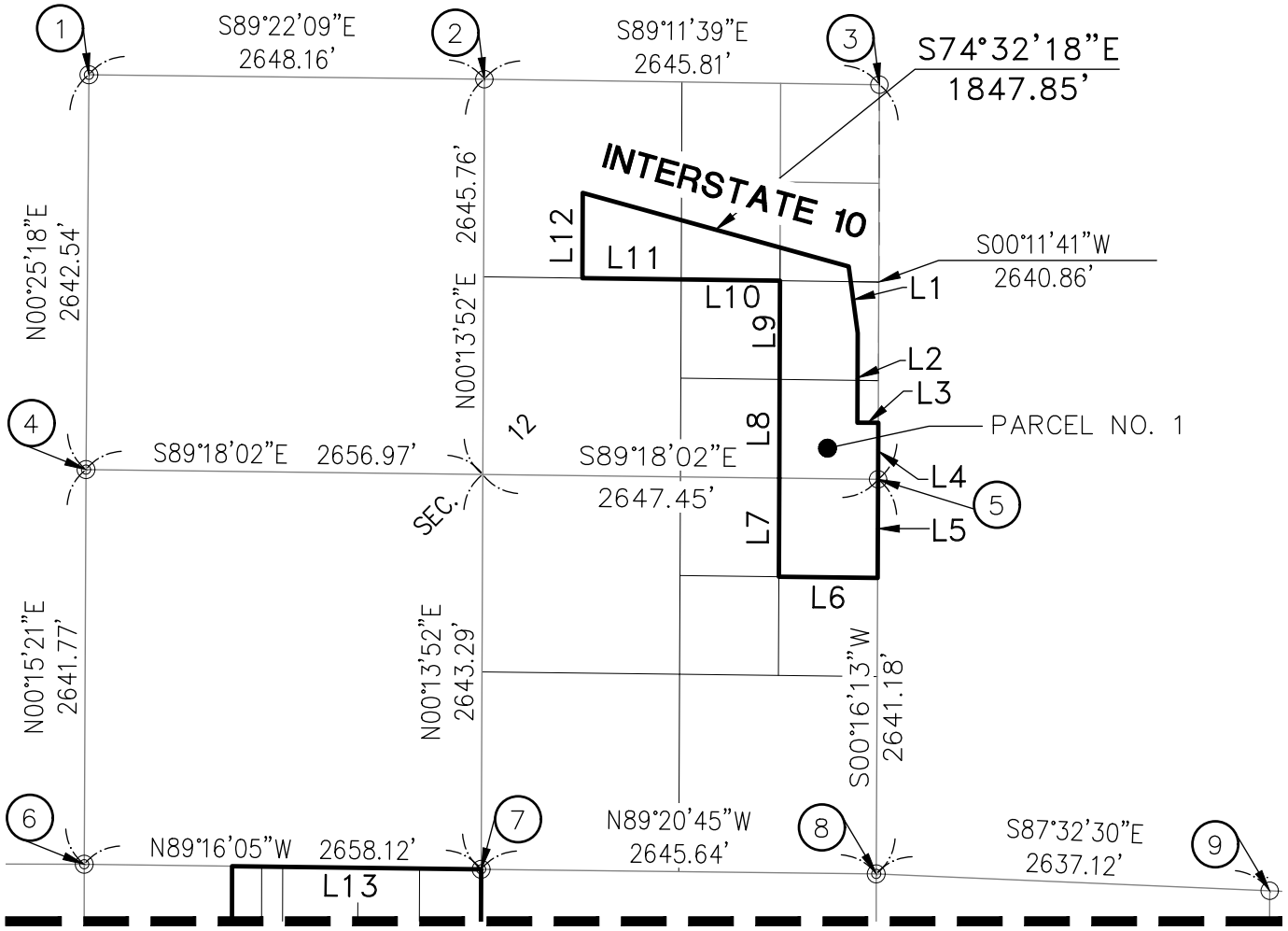
Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1966
Date: April 2024



**EXHIBIT B**

**[Depiction of Land]**

**See following page(s).**




**MATCH SHEET 2**

## LEGEND

- BOUNDARY LINE
- SECTION LINE
- PARCEL LINE
- EASEMENT LINE

N

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 4/04/2024
ARIZONA, U.S.A.
Expires 12/31/2024

THE AREA IS 90,912,632 SQ. FT. OR 2087.067 ACRES

SHEET 1 OF 9

| | |
|---|---|
| PROJ.NO.: | 1966 |
| DATE: | APR 2024 |
| SCALE: | N.T.S. |
| DRAWN BY: | JK |
| CHECKED BY: | KJP |

CIPRIANI
OVERALL BOUNDARY
BUCKEYE, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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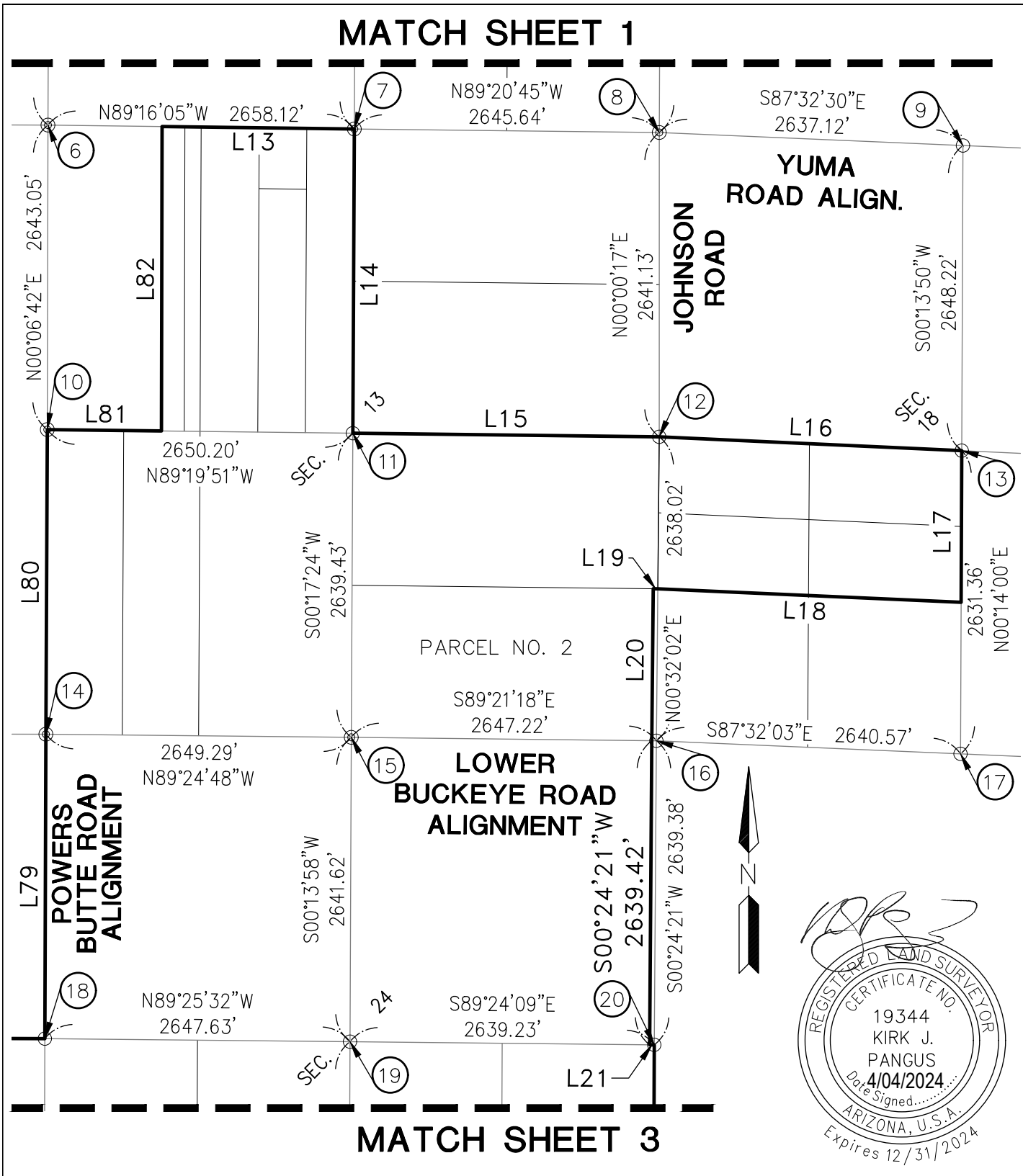


REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 4/04/2024
ARIZONA, U.S.A.
Expires 12/31/2024

SHEET 2 OF 9

| | |
|---|---|
| PROJ.NO.: | 1966 |
| DATE: | APR 2024 |
| SCALE: | N.T.S. |
| DRAWN BY: | JK |
| CHECKED BY: | KJP |

CIPRIANI
OVERALL BOUNDARY
BUCKEYE, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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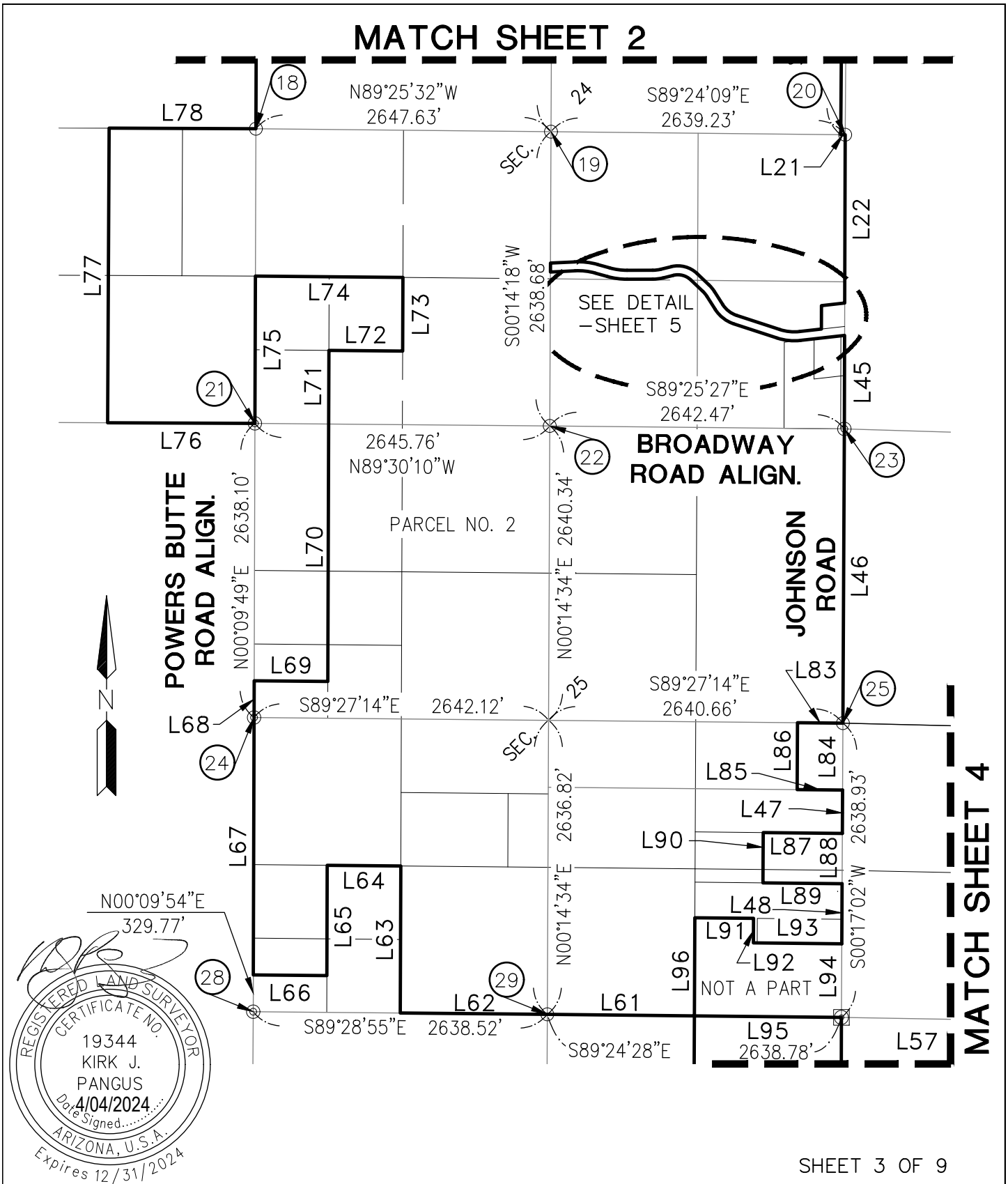


SHEET 3 OF 9

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| PROJ.NO.: | 1966 |
| DATE: | APR 2024 |
| SCALE: | N.T.S. |
| DRAWN BY: | JK |
| CHECKED BY: | KJP |

CIPRIANI

OVERALL BOUNDARY
BUCKEYE, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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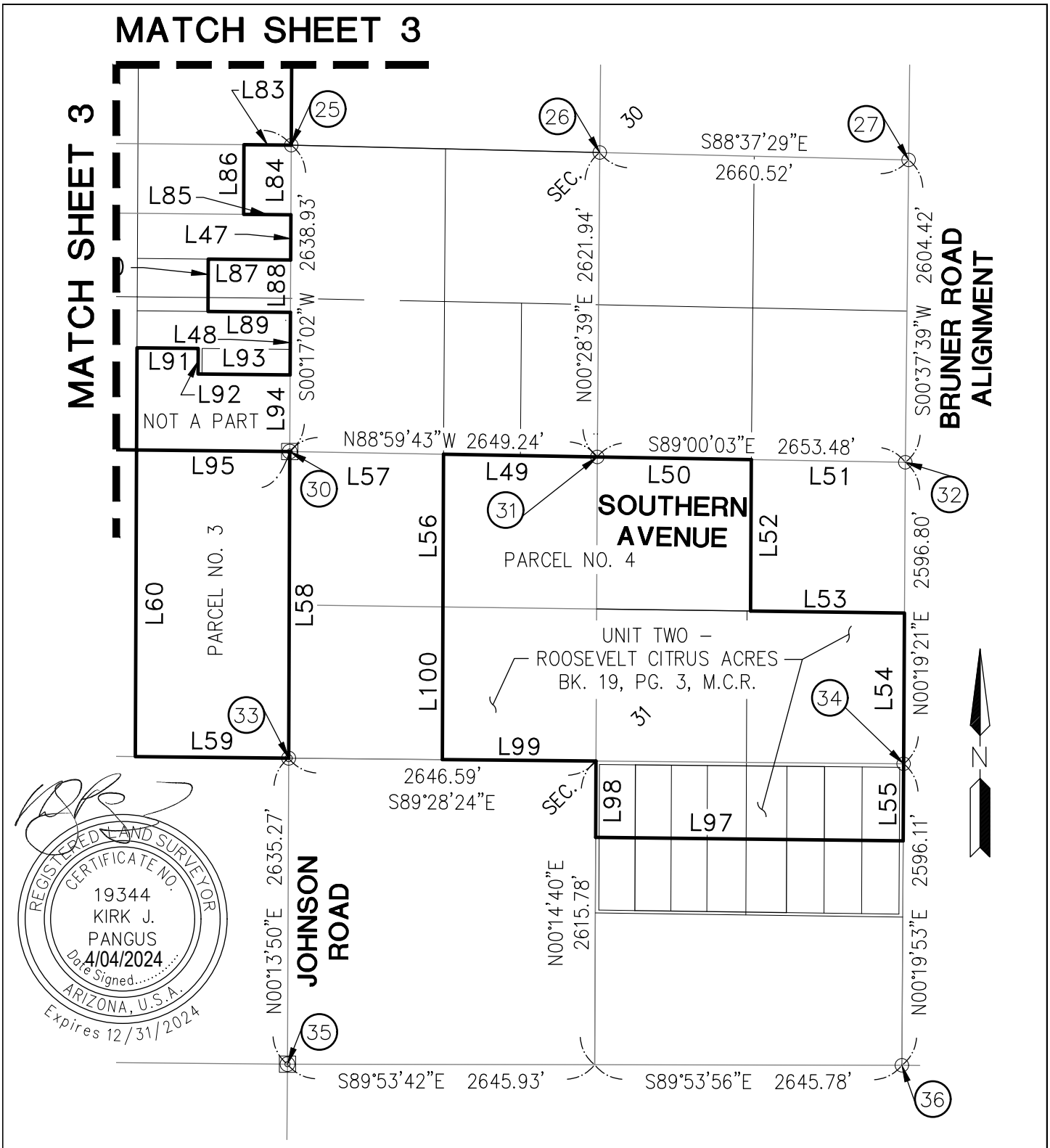


SHEET 4 OF 9

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**EXHIBIT C**

**[Conditions of CMP Approval]**

**See following page(s).**

*General*

a) Development of the property shall be in general conformance to the project narrative entitled "Buckeye Tech Corridor Community Master Plan – A Major Amendment to the Cipriani Community Master Plan", consisting of 99 pages, dated December 7, 2023, and stamped received on December 11, 2023, except as modified by these conditions of approval.
b) The Property Owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of the CMPA approval.
c) This project is subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statue § 48-574 and in accordance with City of Buckeye Ordinance 42-06 and a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. These shall be established prior to the recordation of the first Final Plat, or Minor Subdivision, but not before any Map of Dedication, or approval of the project's first site plan.
d) Unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, all existing overhead power lines less than 69 kV capacity, or any other existing overhead non-power utilities (e.g. telephone, cable) within the project area or along its boundaries, shall be installed underground.
e) All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground, excluding any temporary irrigation for portions of the property prior to development as long as such facilities are not located within a developed portion of the property. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five (5) feet, unless otherwise determined by the City. Any additional right-of-way for District-owned facilities (not to exceed five feet) shall be placed outside of the right-of-way and the public utilities easement.
f) The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project unless otherwise modified through a separate agreement approved by the City.
g) Plans submitted for any phase of development shall take into consideration impacts on undeveloped portions of the Property and shall be designed with public utilities sized for future phases, so that parallel or redundant public utilities are not required in the future.
h) Prior to Final Plat recordation, all final civil construction plans and reports including landscaping, irrigation and all lighting improvement plans, shall be reviewed and approved by the City of Buckeye.

i) Prior to Final Plat recordation, the City of Buckeye shall approve all engineering and construction plans and reports for the required infrastructure for the project.

j) The Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.

k) To the extent the Property will be served by the City with such public services and unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer is responsible for providing, at their sole cost and expense, all public infrastructure necessary to serve the project including, without limitation, water and wastewater service in accordance with Ordinance No. 86-06. This includes water supply, infrastructure, and capacity for the production, treatment and delivery of water to the project and the collection, treatment and disposal, including recharge and/or reuse, of wastewater generated at the project. Nothing in this stipulation is intended to prevent the Property Owner/Developer from providing the water and sewer self service solutions as described in the CMPA, if and as allowed by law and in locations reasonably acceptable to the City.

l) The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. To the extent reasonably available, Property Owner / Developer will utilize non-potable water for construction before using City potable water.

Drainage

m) Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.

n) The Property Owner/Developer shall make provisions in their design to accommodate off-site storm water, manage this flow as part of the project, and redistribute it in a like manner and location to the existing conditions. Historic discharge conditions and locations cannot be altered unless easements or agreements are in place with the affected downstream property owner allowing the alteration of the historical condition.

o) Provide a Planning Unit-level Drainage Master Plan for City review and approval prior to submittal of the first site plan for development of any phase of the Property.

p) Prior to Engineering Permit issuance, the Property Owner/Developer shall coordinate with the US Army Corps of Engineers the Jurisdictional Determination of potential 404 washes.

q) Public hard-surface recreational facilities within storm water retention/detention basins shall be set above the 1-ft ponding level.

Streets

r) Prior to the issuance of a Building Permit, the Property Owner/Developer shall pay a pro rata share, based on acreage, of the cost of up to nine (9) future traffic signals to be installed within each section of land this project is located within. The sectional contribution is to be based on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. When calculating the costs, the above number of assumed signals for each section of land shall be adjusted to only include those signals where it is known or where it can reasonably be assumed a signal will be required. The cost shall be based on an anticipated signal cost as determined by the City Engineer.

s) Unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer shall be responsible for the dedication and construction of all adjacent half-street right-of-way and improvements, at no cost to the City based on City of Buckeye standards.

t) Developer shall construct 315th Avenue where the CMP abuts the planned alignment, in accordance with the Buckeye Transportation Master Plan, unless, as part of a separate agreement(s) and based upon a low amount of trips anticipated on 315$^{th}$ Avenue, the City agrees to not require construction of 315th Avenue.

u) The Property Owner/Developer shall submit a Map of Dedication or other appropriate subdivision type to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may only be requested by the City to be dedicated to permit the construction of needed City infrastructure. The submittal of a Map of Dedication for the purpose of dedicating rights of way or granting easements will not trigger a requirement to submit construction documents for roadway or other improvements.

v) All streets (local, collector, and arterial), public sidewalks, public parks, and other public common areas, as determined by the City of Buckeye, shall be sufficiently illuminated to ensure the safety and security of persons and property. The City shall approve all lighting improvements within the right-of-way.

w) All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment.

x) Pavement sections for all streets shall be determined in accordance with a City approved geotechnical analysis but shall not be less than the City's minimum requirements.

y) Arterial, and parkway streets shall have a raised, landscaped median except at intersections where left-turn lanes are provided.

z) Street signs and signposts shall be placed at all street intersections, with stop signs where applicable, by the Property Owner/Developer and shall be in place when

street paving is completed. Specification for design, construction, location, and installation shall be in accordance with City roadway standards and shall be approved by the City of Buckeye.

aa) Any traffic signals that are required due to site generated traffic shall be installed by the Property Owner/Developer when warranted. For such traffic signals where the project makes a sectional signal fee contribution as noted above, the applicable developer shall be eligible for a credit of the contributed amount towards that signal (and any payment by the Property Owner / Developer or others as allowed by the City Code).

Water / Wastewater

bb) If the property will be a "subdivision" as defined in A.R.S. § 32-2101 that is subject to the assured water supply requirement, then prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said plat. The certificate must be consistent with all ADWR rules and regulations. If the City has been designated as having an assured water supply (DAWS) prior to Final Plat approval, and if ADWR has not yet issued a Certificate or Certificate of Assured Water Supply for the subdivision, then a Certificate of Assured Water Supply will not be required by the City.

cc) If the City will provide public water service, then provide a Planning Unit-level Water Master Plan for City review and approval prior to submittal of the first preliminary plat or site plan for development of any phase of the Property.

dd) If the City will provide public wastewater service, then provide a Planning Unit-level Wastewater Master Plan for City review and approval prior to submittal of the first preliminary plat or site plan for development of any phase of the Property.

ee) Any City-owned recharge facilities shall be located and constructed in a manner that the potable wells for the project can be permitted as recovery wells.

**EXHIBIT D**

**[Dispute Resolution/Remedies]**

A. The dispute resolution process ("***Process***") and remedies set forth herein shall not apply to an action by the City to condemn or acquire by inverse condemnation all or any portion of the Land, and in the event of any such action by the City, Owner shall have all rights and remedies available to it at law or in equity.

B. If an event of default is not cured within the Cure Period, as defined at Section 20 of this Agreement, the non-defaulting party may institute the Process, pursuant to Paragraph C below.

C. Any controversy or claim subject to the Process shall be settled by an arbitration administered by the American Arbitration Association ("***AAA***") in accordance with its Commercial Arbitration Rules ("***Rules***") (except that the terms of this Agreement and this Exhibit shall control over conflicting rules), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

D. The dispute shall be heard by a single arbitrator from a panel of qualified arbitrators located within the Phoenix metropolitan area.

E. The place of arbitration shall be Phoenix, Arizona.

F. The parties agree that the remedies available for the award by the arbitrator shall be limited to specific performance and declaratory relief and that under no circumstances shall the arbitrator issue an award of monetary damages, whether characterized as actual, consequential or otherwise, provided, however, the arbitrator may award the payment of an amount owed, or enjoin the withholding of amounts due, pursuant to this Agreement.

G. The parties have structured this Process with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this Process. The hearing of any dispute shall be expedited and will commence as soon as practicable, but no later than 45 days after selection of the arbitrator. This deadline can be extended only with the consent of both parties to the dispute, or by decision of the arbitrator upon a showing of emergency circumstances.

H. The arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that the disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to

protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse.

I. In order to effectuate the parties' goals, the hearing, once commenced, will proceed from business day to business day until concluded, absent a showing of good cause.

J. The arbitrator shall, within thirty (30) days from the conclusion of the hearing, issue the award.

K. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties, and may award attorneys' fees to either party.

L. The award of the arbitrator shall be accompanied by a reasoned opinion.

M. The award of the arbitrator shall be final and binding. Except as otherwise provided in this Agreement, this Exhibit and the Commercial Arbitration Rules of the AAA, the Process shall be subject to the provisions of the Arizona Arbitration Act (A.R.S. §§ 12-1501-1518). In the event a party seeks confirmation of an award, or if there is a failure to abide by any award, either party may seek any remedy at law or equity for failure to comply with the award, but in no event shall the award be reviewed *de novo* or consequential monetary damages be ordered by the court.

# Buckeye Tech Corridor

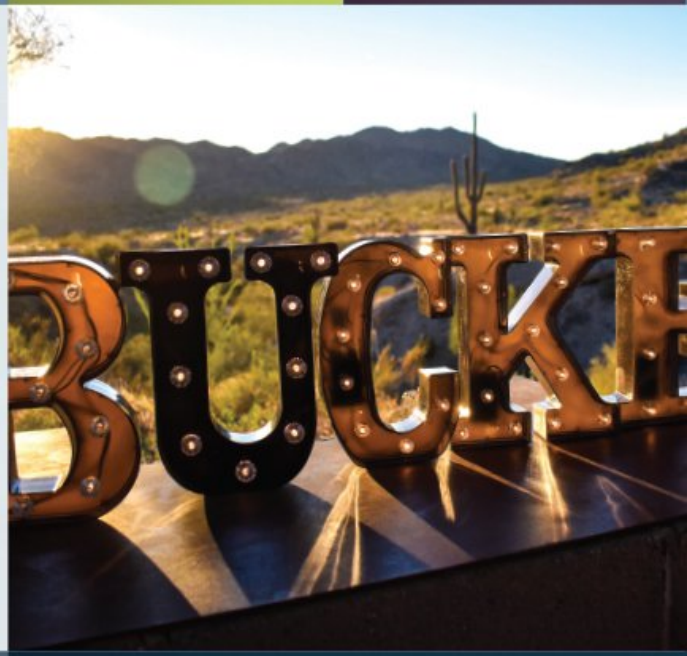
## (formerly Cipriani)

## Dissolution of 2008 Development Agreement, Major CMP Amendment and Development Agreement

City Council

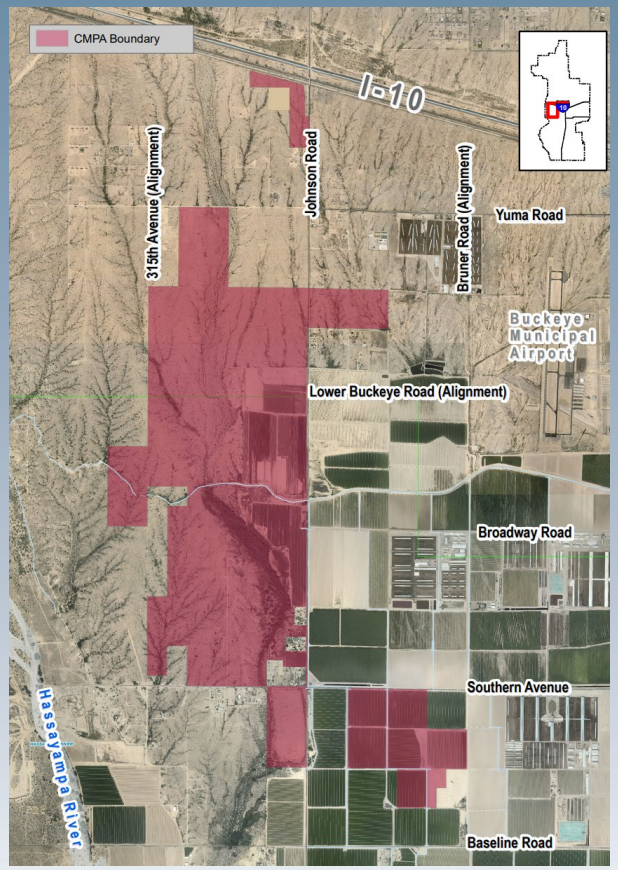
August 6, 2024

Case PLZZ-23-00005

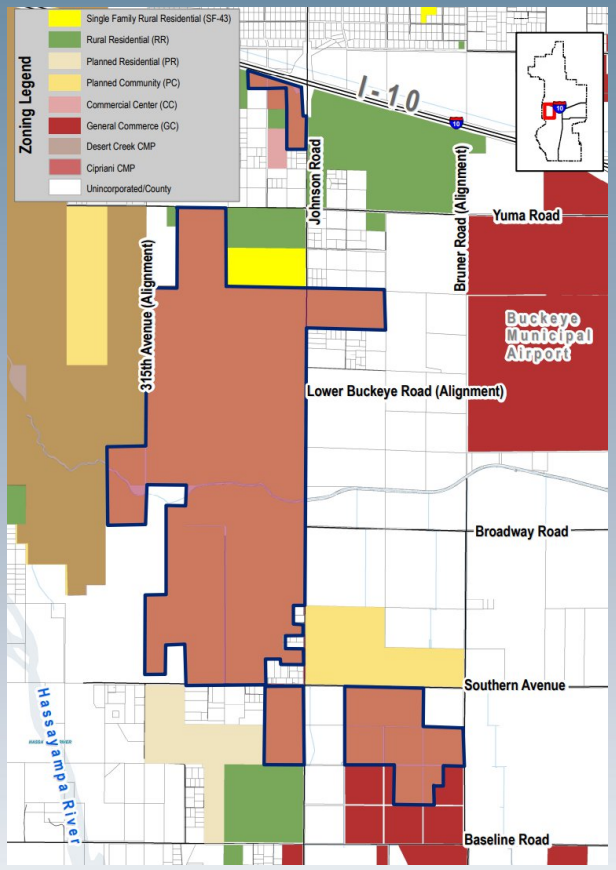



BUCKEYE, AZ

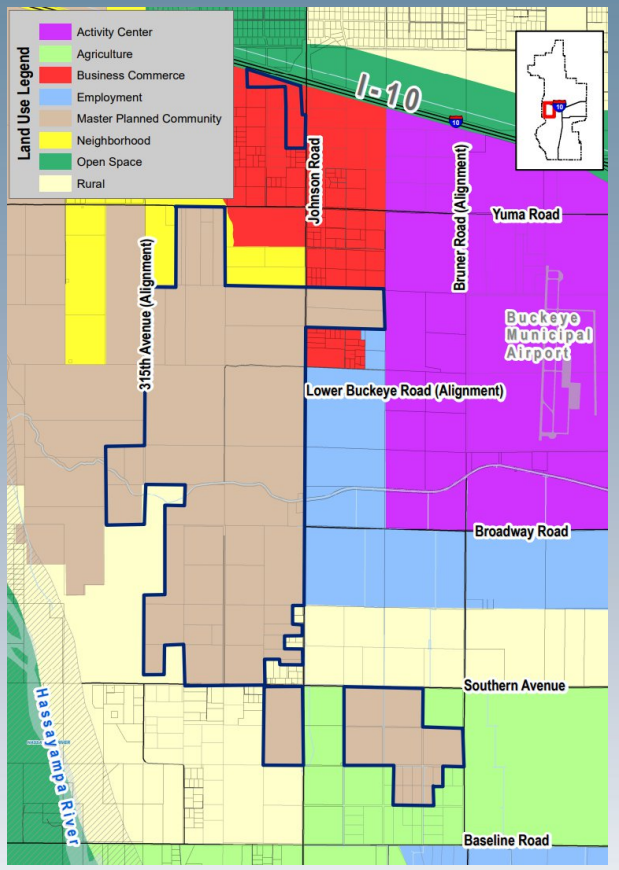
buckeyeaz.gov




Aerial




Zoning Map

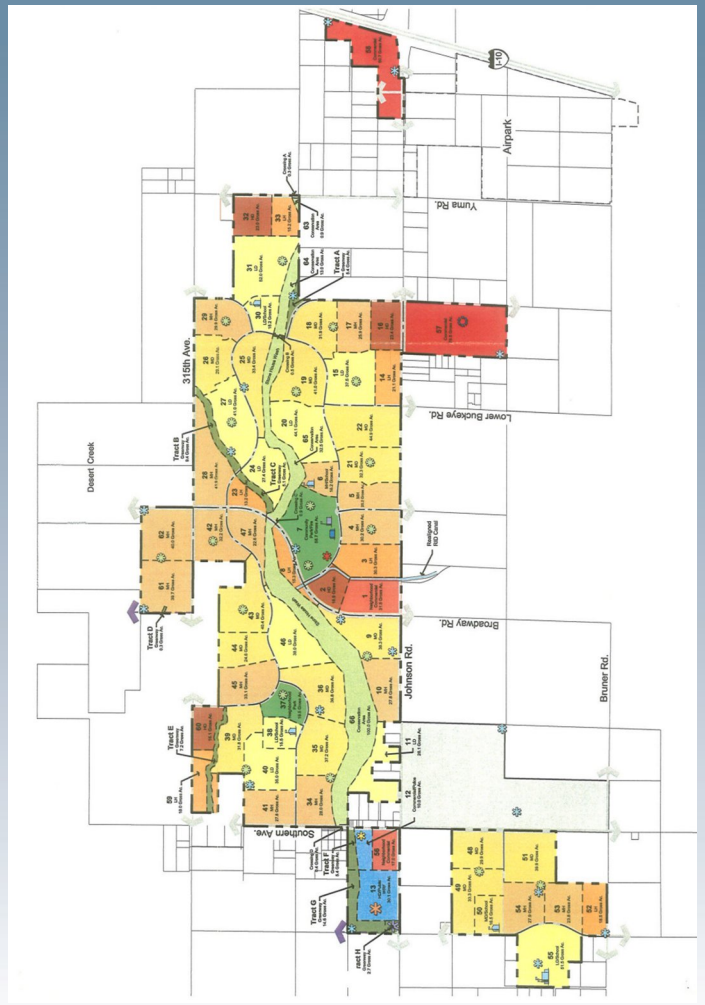


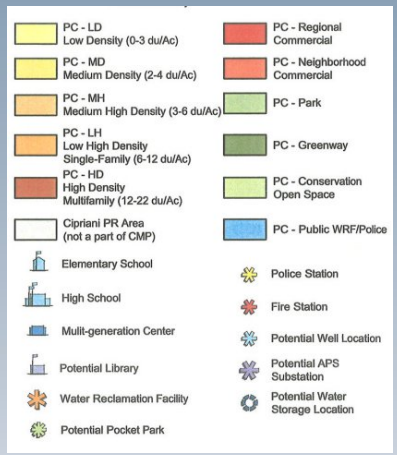

General Plan LU Map

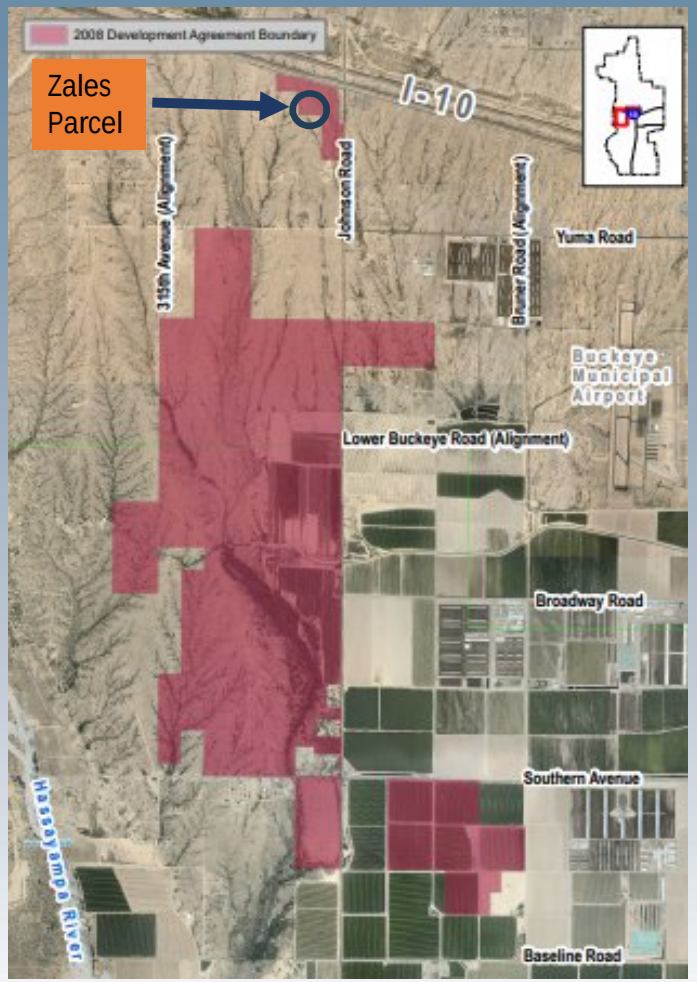
N

# Existing Cipriani CMP

- Approved in 2008
- 2,091 acres
- Traditional residentially-focused master planned community
  - 9,706 residences (single-family and multi-family)
  - 188.6 acres of supporting commercial
  - 276.7 acres of open space (15 percent)
  - Five school sites
  - Fire station site
  - Police station site






- Development Agreement approved in September 2008
  - Defines City and developer obligations for infrastructure and facilities based upon 2008 Cipriani CMP
  - 2,091 acres owned by Cipriani Holdings, LLC and 15 acres owned by the Walter J. Zales, Jr. and Nancy K. Zales Trust

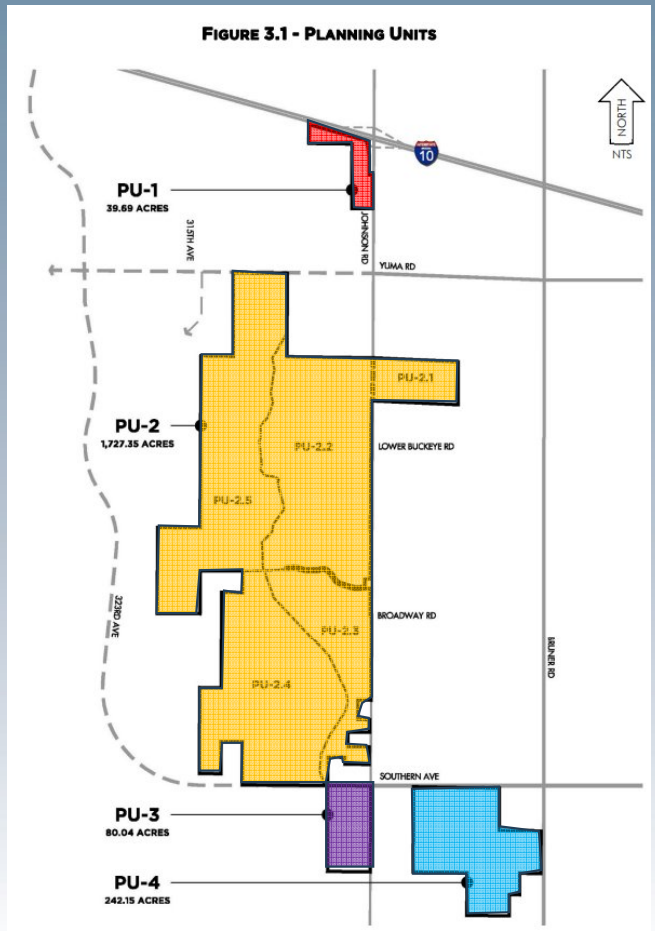
# Proposed Buckeye Tech Corridor CMP and 2024 DA

- 2,087 acres
- Excludes Zales property
- Entirely re-envisioned as a technology-centric light industrial and commercial campus
  - Flexibility to provide either category in most locations
- Residential uses (and corresponding school sites) eliminated
- Wash corridors preserved as natural open space
- DA obligations modified to reflect current vision for development



# Proposed Buckeye Tech Corridor CMP: Planning Units

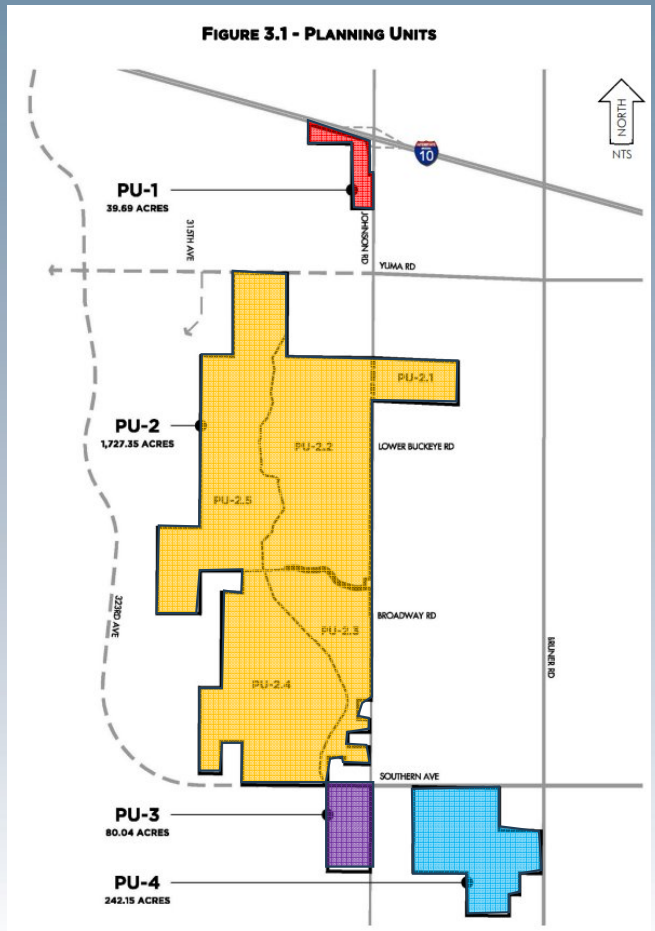
- Divided into four planning units (PUs):
  - Unit 1:
    - Approximately 39.7 acres
    - 10 acres of required commercial
    - Remainder 29.7 acres to be either/both commercial and/or light industrial
  - Unit 2:
    - Approximately 1,727.4 acres
    - Anticipated that PU-2 will develop as a regional data center campus; in the event it does not, the full area of PU-2 may be either/both commercial and/or light industrial
    - Stoneman Wash preserved as naturalized open space




BUCKEYE, AZ

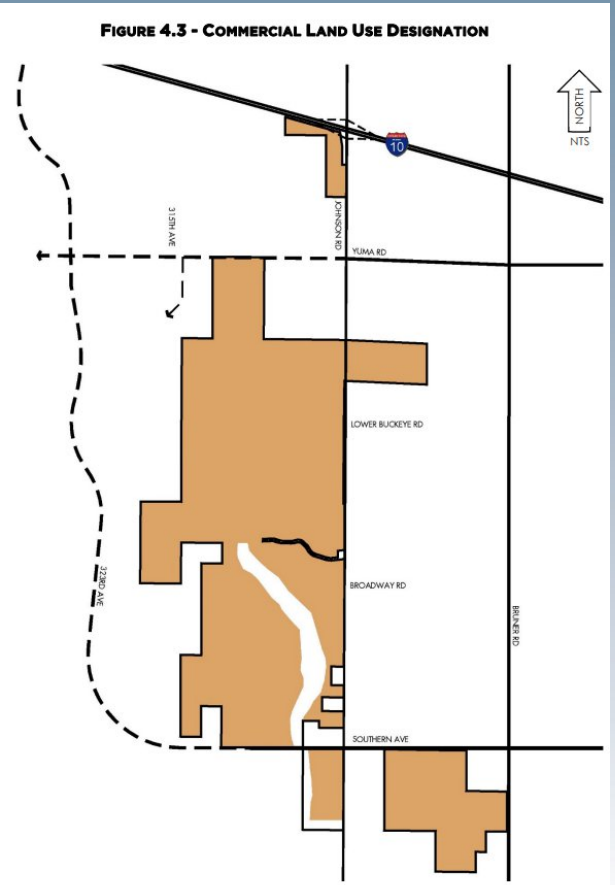
# Proposed Buckeye Tech Corridor CMP: Planning Units

- Divided into four planning units (PUs):
  - Unit 3
    - Approximately 80 acres
    - To be either/both commercial and/or light industrial
  - Unit 4
    - Approximately 242.2 acres
    - 10 acres of required commercial
    - Remaining 232.2 acres either/both commercial and/or light industrial



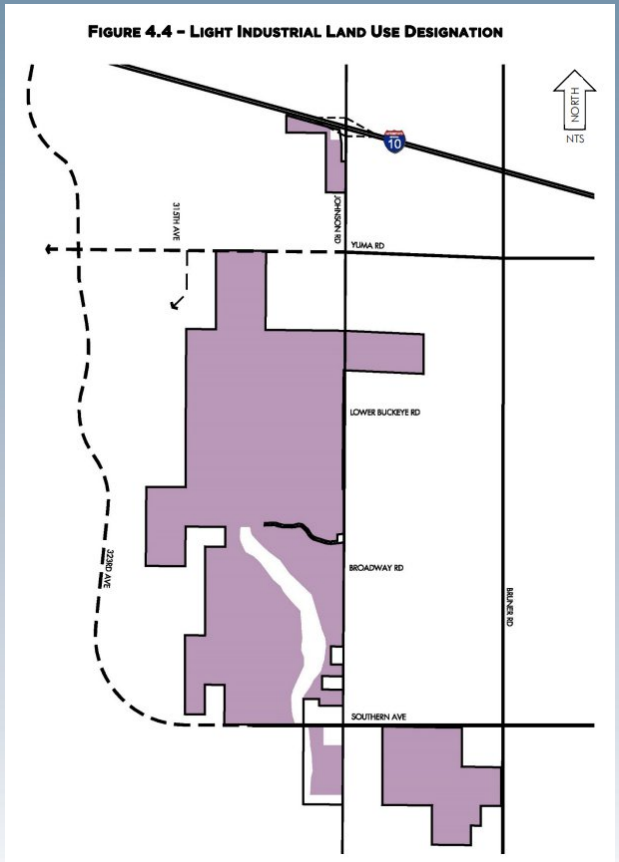
# Proposed Buckeye Tech Corridor CMP: Uses

- Commercial Land Use Category
  - Based upon City's C-2 (Community Commercial) zoning district
  - Development standards consistent with C-2 district; sole modification with regard to lot coverage
  - Uses consistent with C-2 district, except that uses not consistent with a technology campus (for example nursing homes and cemeteries) have been eliminated from consideration
  - Additional siting and design criteria included for uses that are less aesthetically pleasing when adjacent to streets and freeways



# Proposed Buckeye Tech Corridor CMP: Uses

- Light Industrial Land Use Category
  - Based upon City's I-1 (Light Industrial) zoning district
  - Modifications to I-1 development standards:
    - Elimination of maximum lot coverage
    - Eight percent increase in maximum building height (120' permitted, 145' proposed)
    - Creation of data-center specific parking standard
  - Light industrial uses consistent with I-1 district; lower intensity, fully enclosed, with no anticipated noise, light, or odor impacts
  - Limited commercial uses that would serve employees are also permitted



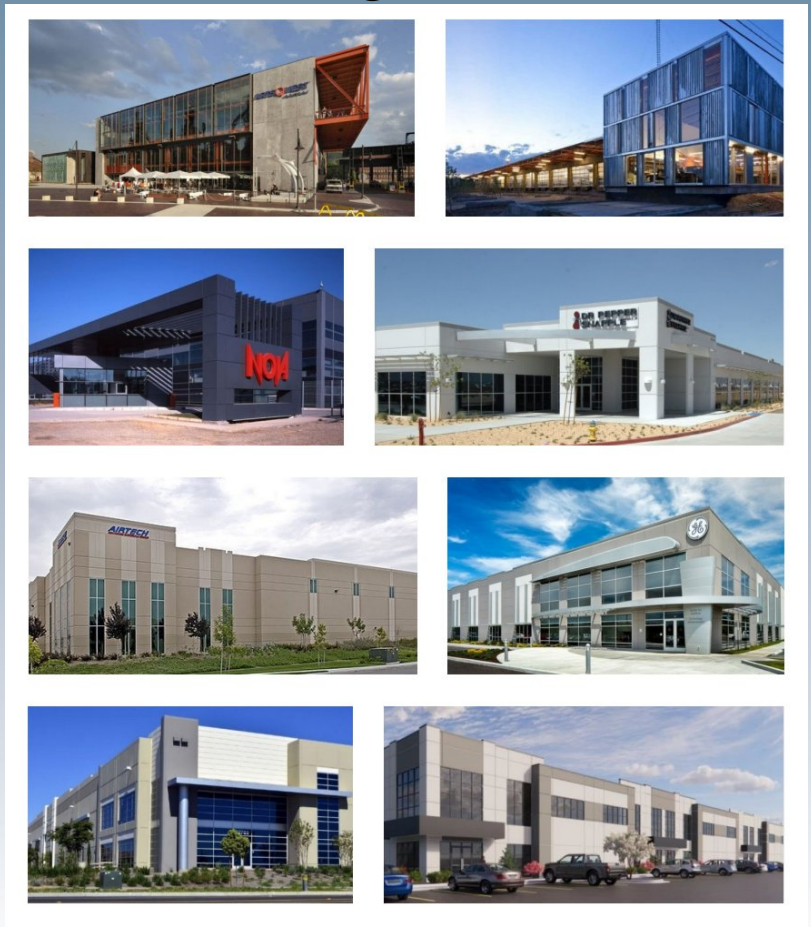
# Proposed Buckeye Tech Corridor CMP: Uses

- Open Space Land Use Category
  - No comparable zoning district
  - Standards and uses aimed at preserving natural open spaces; limited government facilities and recreational uses also permitted in this category



# Proposed Buckeye Tech Corridor CMP: Design

- Architectural design criteria to ensure high quality, complementary architecture across entirety of project; each building to carry through two “character elements” from an adjacent building
- Screening and full buffering of service areas required
- Continuity of regional trails systems will be maintained; alignments may shift as trails run through project
- Landscape and open space requirements comparable to Buckeye Development Code



# Proposed Buckeye Tech Corridor CMP: Streets

- Developer to construct half-streets abutting the boundary of the project
- Developer to construct any streets (public or private) internal to the site; location/classification to be determined during Planned Unit Plan review
- Developer to construct additional street improvements beyond site boundary as needed to provide safe and orderly access to the property

# Proposed Buckeye Tech Corridor CMP: Utilities

- Project is within Buckeye's Water and Wastewater Service Areas
  - Future new City water campus and wastewater treatment facility is anticipated in this portion of Buckeye
  - Private water and sewer solutions (e.g. use of private wells and septic) will be considered to allow development before City facilities in the area are online; development may convert to City service when those facilities are completed

# Proposed Buckeye Tech Corridor Development Agreement

- Developer to be responsible for dedication, design, and construction of public infrastructure both internal and external to the project, such as streets, water infrastructure, and sewer infrastructure.
- Developer to be responsible for construction of transportation infrastructure outside project boundaries as needed to ensure City's transportation system functions adequately with added traffic from this project.
- City agrees to straighten alignment of Broadway Road through project boundaries.

# Proposed Buckeye Tech Corridor Development Agreement

- City agrees to reassess street classifications based upon analysis of revised traffic demands resulting from conversion of the majority of the project from residential to light industrial/data center.
- Developer to contribute pro rata share (up to $15 million) towards design and construction of future I-10 interchange at Johnson Road.
- Developer to dedicate right-of-way for future I-10 interchange at Johnson Road.

# Proposed Buckeye Tech Corridor Development Agreement

- If City water service is desired, developer will be required to design and construct a 36-acre water campus within the CMP boundary. Developer may be eligible for reimbursement if facility serves other properties within the vicinity.
- If City sewer service is desired, developer will be required to acquire a site and construct a wastewater reclamation facility or contribute fee in lieu to the City for such a facility.
- In the event that the City is designated an assured water provider by the State of Arizona, agreement establishes terms for the developer to purchase replenishment credits from the City or other sources.

# Proposed Buckeye Tech Corridor Development Agreement

- Developer to be responsible for dedicating two 2.5-acre public safety facility sites and paying the actual costs for the City to design, construct, furnish and equip one fully functional public safety facility.
- Developer obligated to contribute $3.5 million toward a temporary public safety facility, including staffing, apparatus, and vehicles, and $1 million annual staffing/operations amounts, until relieved of this obligation.
- City agrees to reimburse the developer 20 percent of the tax revenue generated by data centers within the project over a term of 20 years, although the reimbursement term may be extended for 15 years if performance markers are met, capped at a maximum of 50 million dollars.

# Analysis

- Consistent with General Plan and underlying zoning
- Development is not expected to generate sound, light, dust or odor impacts on surrounding properties
- Proposed commercial and light industrial uses are more appropriate than a residential master plan in the vicinity of the nearby Buckeye Airport; modified runway configuration could result in direct overflight of portions of this property
- Proposed standard and use modifications are supported; development will be of high quality and attractive from adjacent streets

# Analysis

- Depending upon specific uses that develop, traffic generation may be very low
- Proposed commercial and light industrial uses will result in lower water and sewer demand (maximum 2,000 acre feet/year compared to 4,500 acre feet/year per conservative estimate of original plan); data centers limited to air-cooled (electric) or closed loop cooling systems
- Planning & Zoning Commission to review Planned Unit Plans (PUPs) for minimum 160-acre segments of site; site plans within an approved PUP will be administrative approvals
- Approval of the development agreement will result in significant improvements to regional infrastructure and is in the best interests of the City
- No outstanding issues for reviewing departments

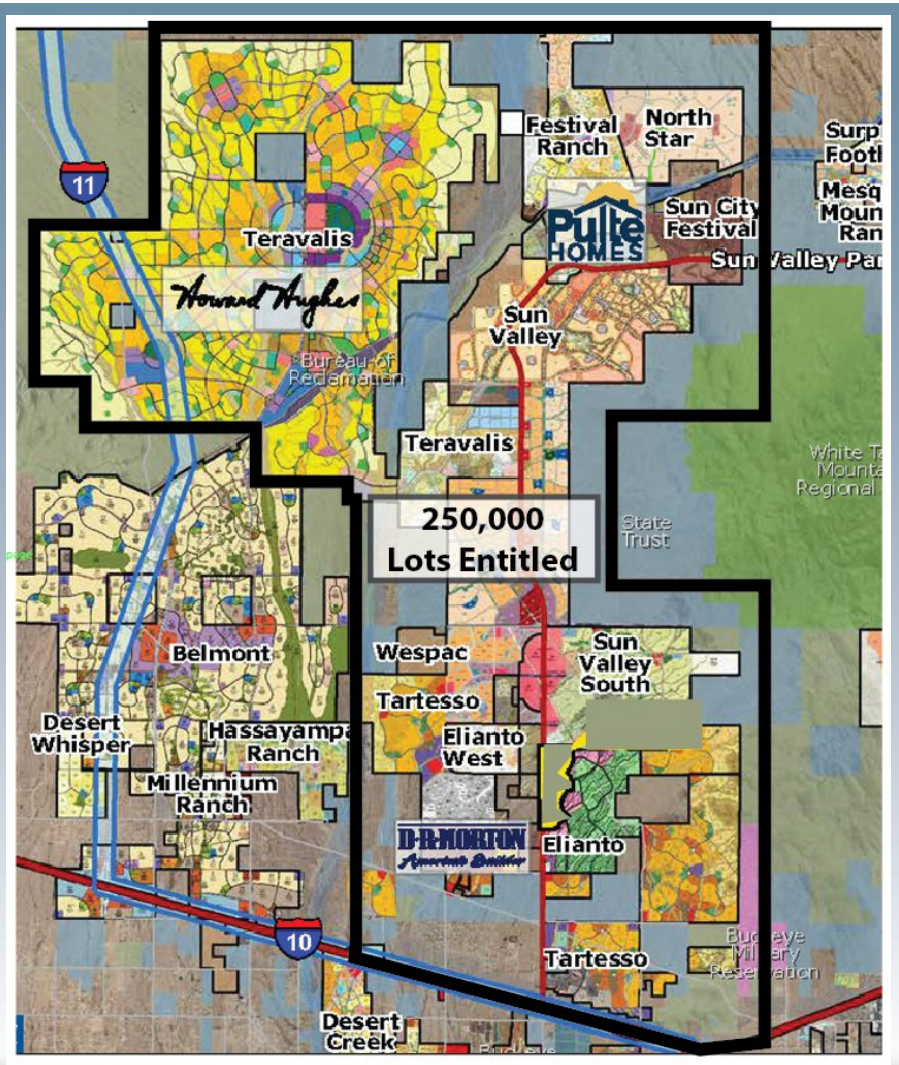
# Public Participation

- Neighborhood Meeting: June 21, 2023 at Buckeye Valley Chamber of Commerce
- Applicant was contacted by two property owners seeking additional information about the project; no concern or objection was noted
- Staff was contacted by one property owner who expressed support for the project
- Planning and Zoning Commission recommended approval, 7-0, on February 13th; no speakers during public hearing
- All required notices completed in accordance with requirements

# Recommendation

## Dissolution of 2008 Development Agreement and Approval of Buckeye Tech Corridor CMPA and DA PLZZ-23-00005

Conduct a public hearing and APPROVE subject to conditions (a) through (ee) and conditioned upon AZLCO Buckeye LLC acquiring ownership of the CMP real property on or before September 6, 2024.




BUCKEYE, AZ

# Sun Valley Development

**CITY OF BUCKEYE**
**Regular Council Meeting**
**COUNCIL ACTION REPORT**

| | |
|---|---|
| **MEETING DATE:** 08/06/24 | **AGENDA ITEM:** 5.C. DS - Ordinance No. 07-24 - GERT Qualified Opportunity Fund, LLC Annexation - PLZM-21-00314 |
| **DATE PREPARED:** 07/31/24 | **DISTRICT NO.:** Council District 2 |
| **STAFF LIAISON:** Mandy Woods, Senior Planner, swoods@buckeyeaz.gov, (623) 349-6293 | |
| **DEPARTMENT:** Development Services | **AGENDA ITEM TYPE:** Public Hearing / Non Consent - New Business |

**ACTION/MOTION:** (This language identifies the formal motion to be made by the Council)
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.

## SUMMARY

**PROJECT DESCRIPTION:**
Withey Morris Baugh, PLC, on behalf of property owner GERT Qualified Opportunity Fund, LLC, is requesting annexation of two (2) parcels of land, totaling approximately 2.38 acres, approximately 600 feet east of the northeast corner of SR 85 and MC 85 (Exhibits A, B, and C). The annexation meets the requirements as outlined in ARS Section 9-471. Annexations require consideration at two City Council hearings. During the first public hearing held on February 20, 2024, the blank petition was introduced, and there were no public comments on the request. This is the second and final public hearing to consider adoption of the annexation ordinance.

Upon approval, the property will be assigned Regional Commercial (C-3) zoning, most comparable to the property's existing County General Commercial (C-3) zoning. The intent is to develop the site as a convenience store and gas station. The site plan is currently under review. All public noticing requirements have been met, and no public comments have been received to date. Additional details and analysis may be found in the attached staff report and exhibits.

**BENEFITS:**
Annexation of the property will result in orderly growth and will allow for it to be developed under City standards and policies.

**FINANCIAL IMPACT STATEMENT:**

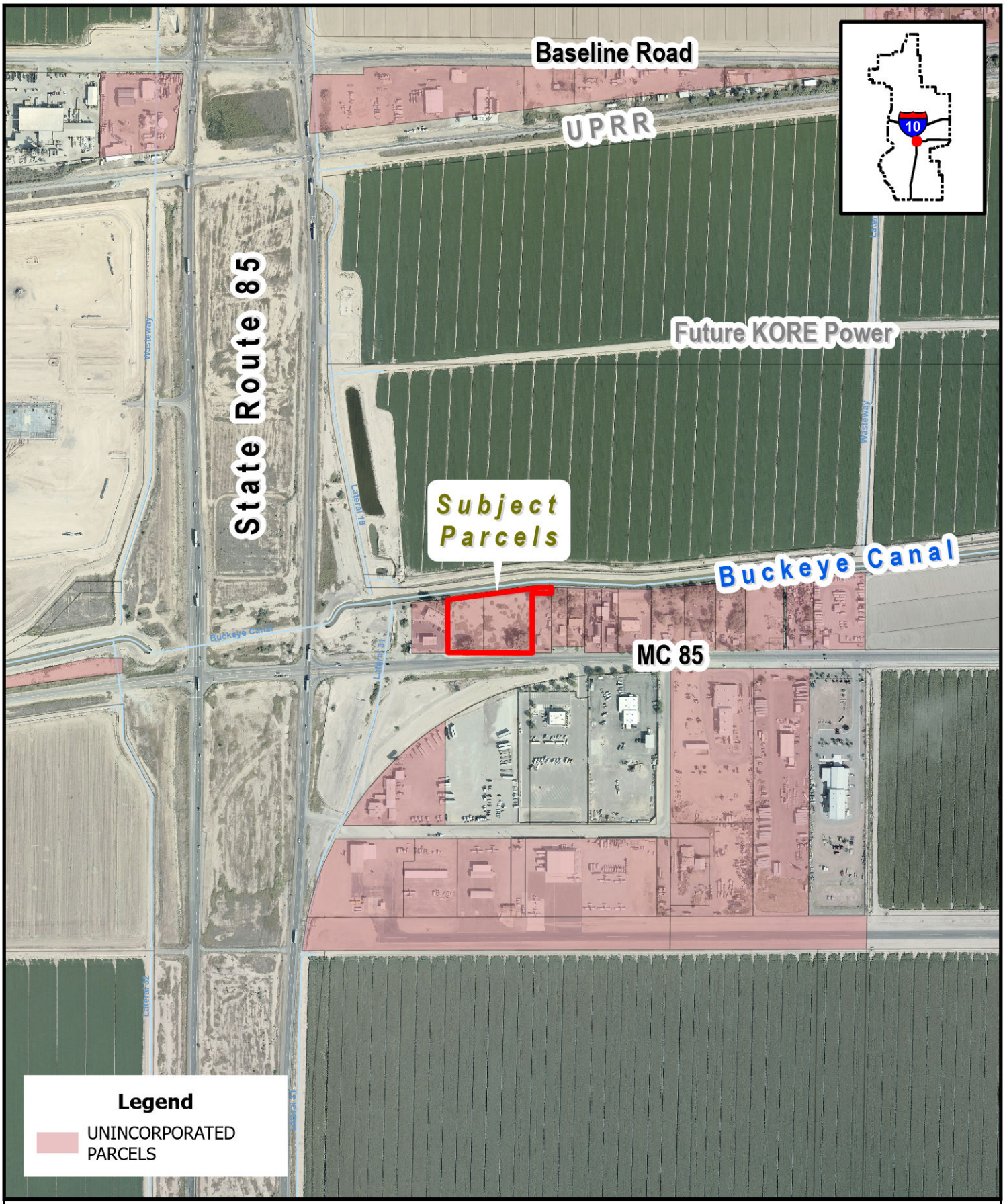
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such 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:**

Exhibit A - PLZM-21-00314 - GERT QOF LLC Annexation - Vicinity Map - CC20240806.pdf
Exhibit B - PLZM-21-00314 - GERT QOF LLC Annexation - Zoning Map - CC20240806.pdf
Exhibit C - PLZM-21-00314 - GERT QOF LLC Annexation - General Plan Land Use Map - CC20240806.pdf
Exhibit D - PLZM-21-00314 - GERT QOF LLC Annexation - Annexation Proj Narrative - CC20240806.pdf
Exhibit F - PLZM-21-00314 - GERT QOF LLC Annexation - Signed Annexation Petition - CC20240806.pdf
Ordinance No. 07-24 Annexation. GERT Exhibits.updated.pdf
PLZM-21-00314_-_GERT_QOF_LLC_Annexation_-_Presentation_-_CC20240806.pdf
PLZM-21-00314_-_GERT_QOF_LLC_Annexation_-_Staff_Report_-_CC20240806.pdf
Exhibit E Annexation Petition Recorded.pdf

Exhibit A



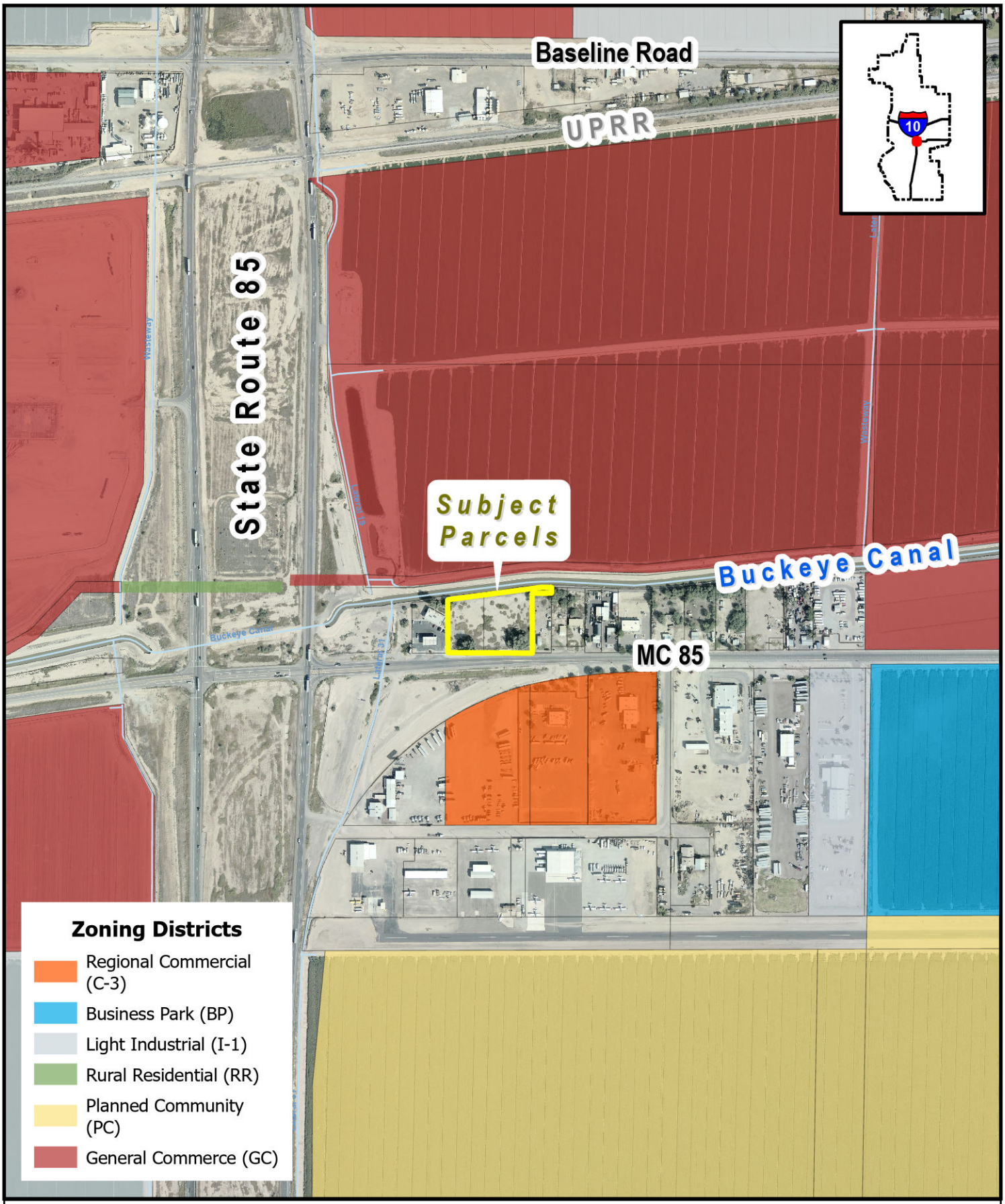

# VICINITY MAP

**PLZM-21-00314**

GERT Qualified Opportunity Fund LLC Annexation

Council District #2

BUCKEYE, AZ




# ZONING MAP

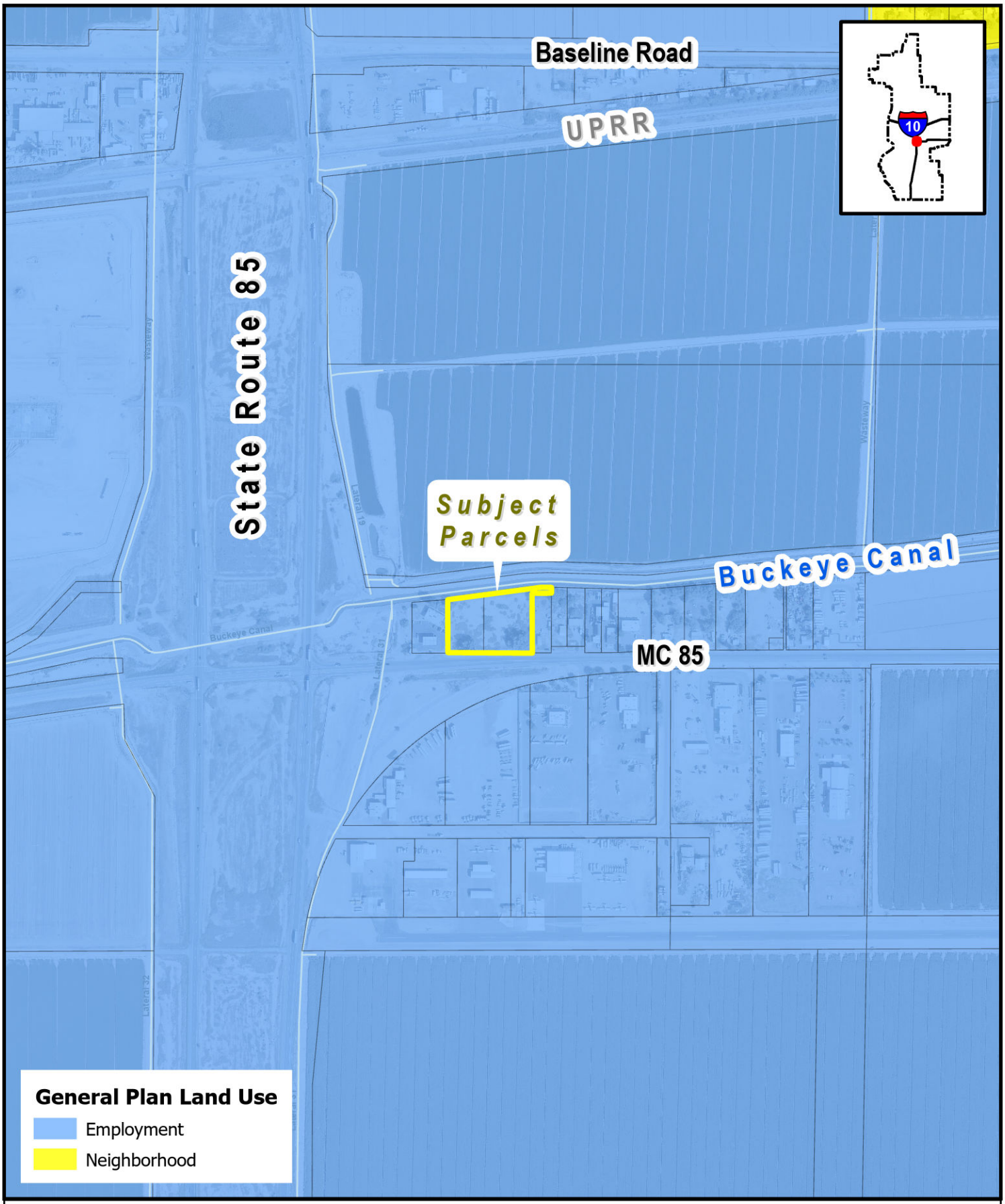
**PLZM-21-00314**

GERT Qualified Opportunity Fund LLC Annexation

Council District #2

BUCKEYE, AZ

N W E S




# GENERAL PLAN LAND USE MAP

**PLZM-21-00314**

GERT Qualified Opportunity Fund LLC Annexation

Council District #2

BUCKEYE, AZ

N W E S

Exhibit D

2R PLZM-21-00314 RECEIVED NOV 30 2023 AL

# BUCKEYE C-STORE ANNEXATION
# EAST OF THE NEC SR 85 & MC 85




## CASE NO. PLZM-21-00314

**2ND SUBMITTAL: NOVEMBER 2023**
**1ST SUBMITTAL: NOVEMBER 2021**

WITHEY
MORRIS
BAUGH

# ANNEXATION NARRATIVE

## A. Request

This is a request for annexation of the approximately 2.38-acre property located approximately 630 feet east of the northeast corner of MC 85 and SR 85, otherwise commonly known as Maricopa County Assessor's Parcel Numbers (APNs) 401-01-015 and -013C (the "Property"), into the City of Buckeye. The Property is currently located within Unincorporated Maricopa County. See **Figure 1**, **Site Aerial**.




**Figure 1 – Site Aerial**

## B. Background and Project Proposal

The Property is a long-time vacant site that is currently located in Unincorporated Maricopa County. The Property is zoned county C-3 General Commercial Zoning District and it is bound by the Buckeye Canal to the north, MC85 to the south, county residential (zoned County C-3) to the east and a Shell gas station (zoned County C-3) to the west. Beyond the Buckeye Canal to the north, it is anticipated that approximately 214-acres will be developed as a major industrial manufacturing development with a significant employee base. Given the significant trend toward employment uses in the area, there is a need for services to support future and existing land uses. To that end, annexation of the Property is requested to provide an appropriate framework for development of the Property within the City of Buckeye including with convenience uses which will include a convenience store and gas station with a restaurant. As it exists today, the current county zoning for the Property permits a convenience store and gas station land use. Upon annexation, the Property will be assigned City of Buckeye Regional Commercial (C-3) zoning, as this is the most equivalent zoning for the County C-3 zoning in-place today.

The proposed development will provide new services to the area, which will be a benefit to the City of Buckeye. Ultimately, the development will activate an underutilized property with new, quality development that will enhance the area.

## C. Utilities and Services

Wastewater Service for the development is to be provided by the City of Buckeye.

Water Service for the development is to be provided by the City of Buckeye.

## D. School Districts

Not applicable.

## E. Fire and Police

Buckeye Fire Department Station 701 is located approximately 1.8 miles from the Property and the nearest Buckeye Police Department is located approximately 2.8 miles from the Property.

## F. Conformance

The proposed annexation meets Arizona law governing annexations because the Property is located within a City of Buckeye strip annexation area and it is surrounded by the annexing city on at least three (3) sides; thus, contiguity, shape and size requirements do not apply.

## G. Conclusion

This request for annexation will provide an opportunity to meaningfully activate the Property with new services, close to growing employment corridors and major transportation arteries. This request meets the requirements of Arizona State Law, and, on behalf of our client, we look forward to bringing new quality development opportunities to the City of Buckeye.

When Recorded, return to:

Lucinda Aja, City Clerk
City of Buckeye
530 E. Monroe Ave
Buckeye, AZ 85326

**ANNEXATION PETITION (PLZM-21-00314)**

**TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA:**

We, the undersigned, owners of the real and personal property, being the real property hereinafter described and all personal property that we may own in the area sought to be annexed, request the City of Buckeye to annex our property, said property being located in a territory contiguous to the City of Buckeye and being located within the following described area:

**LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"**
**(See also attached map as Exhibit "B")**

The City Council may determine the exact boundary of said territory to be annexed; provided, however, that said annexed area lies wholly within the above-described area and, provided further, that the provisions of Section 9-471. Arizona Revised Statutes are fully observed and complied with.

| DATE | PRINTED NAME OF OWNER | SIGNATURE OF OWNER | BOOK | MAP | PARCEL(S) |
|---|---|---|---|---|---|
| | GERT QUALIFIED OPPORTUNITY FUND LLC | | N/A | N/A | 401-01-013C |
| | GERT QUALIFIED OPPORTUNITY FUND LLC | | N/A | N/A | 401-01-015 |
| | | | | | |
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# Exhibit A

**(Intentionally left blank. See following page)**

2R PLZM-21-00314 RECEIVED NOV 30 2023 AL

# EXHIBIT "A"

April 13, 2022
Job No. 211103

## City of Buckeye Annexation
## Legal Description and Map

The land referred to herein below is situated in the county of Maricopa, state of Arizona, and is described as follows:

All that portion of the South half of the Southwest quarter of the Northwest quarter of Section 1, Township 1 South, Range 4 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the Buckeye Canal described as follows:

Commencing at the West quarter corner of said Section 1;

Thence North 89 degrees 50 minutes 13 seconds East along the mid-section line, a distance of 730.00 feet;

Thence North 00 degrees 09 minutes 47 seconds West, a distance of 16.50 feet to the Northerly right of way line and the **True Point of Beginning**;

Thence continuing North 00 degrees 09 minutes 47 seconds West, a distance of 244.20 feet to the Southerly right of way line the Buckeye Canal;

Thence along said Southerly right of way line the following three courses:

1. Thence North 82 degrees 41 minutes 01 seconds East, a distance of 356.29 feet;

2. Thence North 88 degrees 08 minutes 19 seconds East, a distance of 95.46 feet;

3. Thence South 88 degrees 30 minutes 25 seconds East, a distance of 18.77 feet;

Thence South 00 degrees 09 minutes 47 seconds East, a distance of 21.85 feet;

Thence South 89 degrees 50 minutes 13 seconds West parallel with and 285.50 feet Northerly of said mid-section line, a distance of 87.33 feet;

Thence South 00 degrees 09 minutes 47 seconds East, a distance of 269.00 feet to said Northerly right of way line;

Thence South 89 degrees 50 minutes 13 seconds West, a distance of 380.37 feet to the **True Point of Beginning**.

Note: The above described parcel contains: 103,812 square feet or 2.3832 acres, more or less



# Exhibit B

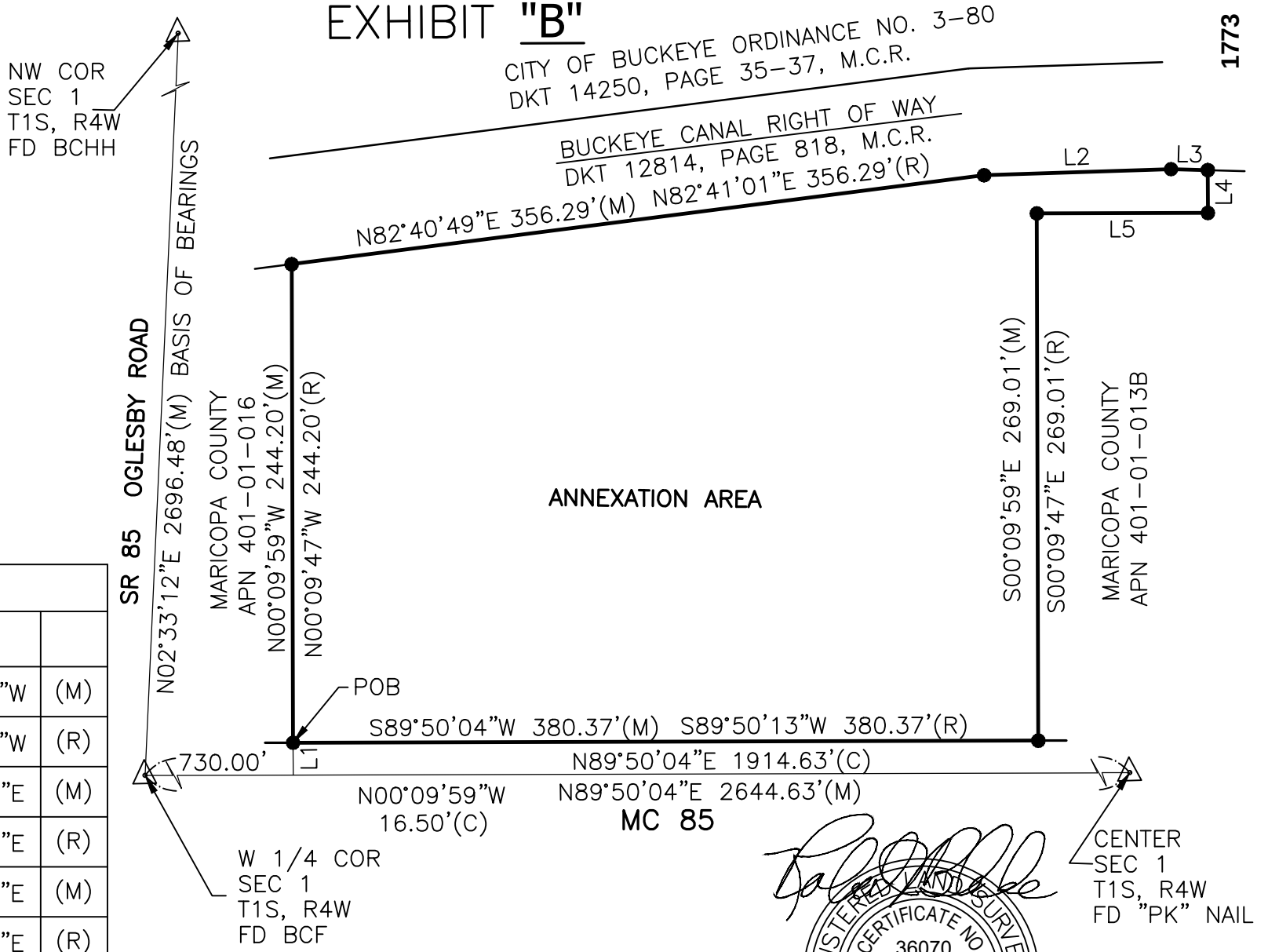
**(Intentionally left blank. See following page)**

# EXHIBIT "B"

1773



1"=80'
JOB #211103
04/13/2022




| LINE TABLE | | | |
|---|---|---|---|
| LINE # | LENGTH | BEARING | |
| L1 | 16.50' | N00°09'59"W | (M) |
| | 16.50' | N00°09'47"W | (R) |
| L2 | 95.46' | N88°08'07"E | (M) |
| | 95.46' | N88°08'19"E | (R) |
| L3 | 18.77' | S88°30'37"E | (M) |
| | 18.77' | S88°30'25"E | (R) |
| L4 | 21.85' | S00°09'59"E | (M) |
| | 21.85' | S00°09'47"E | (R) |
| L5 | 87.33' | S89°50'01"W | (M) |
| | 87.33' | S89°50'13"W | (R) |

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36070
ROBERT J.
BLAKE
Date Signed 4/13/22
ARIZONA, U.S.A.


Clouse Engineering, Inc.
ENGINEERS ▪ SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310

**When Recorded Return to:**
City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

**ORDINANCE NO. 07-24**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, 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.**

**WHEREAS**, the City of Buckeye, Arizona (the "City") desires to annex certain territory, which is contiguous to the City; and

**WHEREAS**, on January 23, 2024 a blank petition was filed with the Maricopa County Recorder's office, setting forth a description and accurate map of all the exterior boundaries of the territory proposed to be annexed; and

**WHEREAS**, on February 20, 2024 the City Council held a Public Hearing to discuss this annexation proposal; and

**WHEREAS**, at least six (6) days before the public hearing and at least fifteen (15) days before the end of the thirty-day waiting period following the filing of the blank petition with the Maricopa County Recorder's office, notice was given by publication at least once in a newspaper of general circulation published or circulated in the City and the area to be annexed; at least six (6) days before the public hearing, notice was also posted in at least three (3) conspicuous public places in the territory proposed to be annexed, sent by first-class mail to the clerk of the Maricopa County Board of Supervisors and the County assessor, and sent by first-class mail with an accurate map of the territory to be annexed to each owner of real and personal property that would be subject to taxation by the City in the event of annexation; and

**WHEREAS**, within one (1) year of the last day of the thirty-day waiting period, a petition has been presented in writing to the Mayor and Council, signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City in the event of annexation, as shown by the last assessment of the property, asking that the property be annexed to the City; and

**WHEREAS**, the petition sets forth a true and correct description of all exterior boundaries of the territory proposed to be annexed, and no changes to such territory have been made after the petition had been signed; and

**WHEREAS**, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk; together with the original petition referred to herein; and

**WHEREAS**, the estimated current population of the area to be annexed is zero, and the estimated future population of the area to be annexed shall be in compliance with the Buckeye General Plan land use and density requirements;

**NOW THEREFORE BE IT ORDAINED**, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

Section 1. The foregoing recitals are incorporated as if fully set forth herein.

Section 2. The territory legally described on **Exhibit A** and depicted on **Exhibit B**, incorporated herein by this express reference, is hereby annexed to the City of Buckeye, and the City's corporate limits are extended and increased to include the same.

Section 3. This annexation shall become final upon the expiration of thirty (30) days from the date of adoption of this ordinance.

Section 4. The City Clerk is hereby directed to record a certified copy of this ordinance, together with all exhibits hereto, with the Maricopa County Recorder's office immediately after this annexation becomes final.

Section 5. The territory annexed by this ordinance shall be initially zoned and shown on the City's official zoning map as Regional Commercial (C-3).

Section 6. The Mayor and City Council hereby elect that the City be the provider of regular City Fire Department services to the subject property.

Section 7. The Mayor, City Manager, City Clerk, and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this ordinance.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Buckeye, Arizona, this 6th day of August, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

**EXHIBIT A**
**TO**
**ORDINANCE NO. 07-24**

**[Legal Description]**

(See Following Pages)

# City of Buckeye Annexation
# Legal Description and Map

The land referred to herein below is situated in the county of Maricopa, state of Arizona, and is described as follows:

All that portion of the South half of the Southwest quarter of the Northwest quarter of Section 1, Township 1 South, Range 4 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the Buckeye Canal described as follows:

Commencing at the West quarter corner of said Section 1;

Thence North 89 degrees 50 minutes 13 seconds East along the mid-section line, a distance of 730.00 feet;

Thence North 00 degrees 09 minutes 47 seconds West, a distance of 16.50 feet to the Northerly right of way line and the **True Point of Beginning**;

Thence continuing North 00 degrees 09 minutes 47 seconds West, a distance of 244.20 feet to the Southerly right of way line the Buckeye Canal;

Thence along said Southerly right of way line the following three courses:

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Thence South 00 degrees 09 minutes 47 seconds East, a distance of 21.85 feet;

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Thence South 00 degrees 09 minutes 47 seconds East, a distance of 269.00 feet to said Northerly right of way line;

Thence South 89 degrees 50 minutes 13 seconds West, a distance of 380.37 feet to the **True Point of Beginning**.

Note: The above described parcel contains: 103,812 square feet or 2.3832 acres, more or less

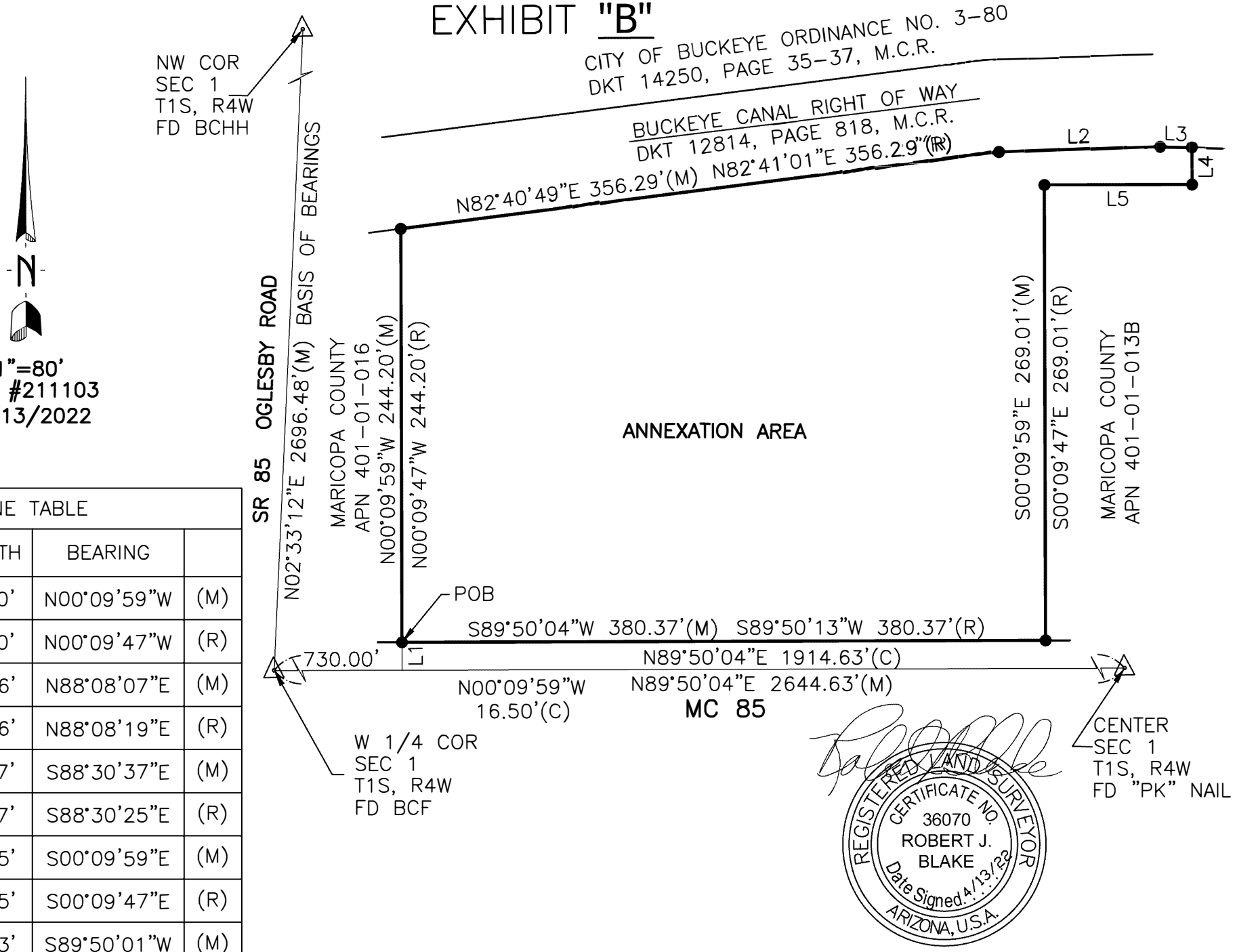


**EXHIBIT B**
**TO**
**ORDINANCE NO. 07-24**

**[Depiction]**

(See Following Page)

# EXHIBIT "B"




| LINE TABLE | | | |
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| LINE # | LENGTH | BEARING | |
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| | 16.50' | N00°09'47"W | (R) |
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| | 87.33' | S89°50'13"W | (R) |

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36070
ROBERT J.
BLAKE
Date Signed 4/13/22
ARIZONA, U.S.A.


Clouse Engineering, Inc.
ENGINEERS ▪ SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310

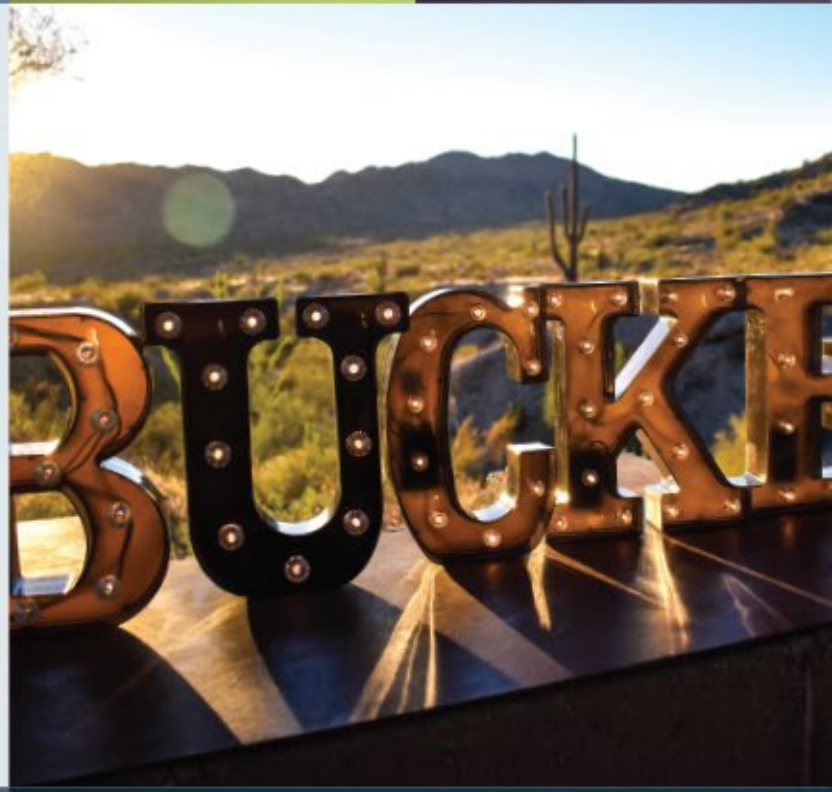

1780

# GERT Qualified Opportunity Fund LLC

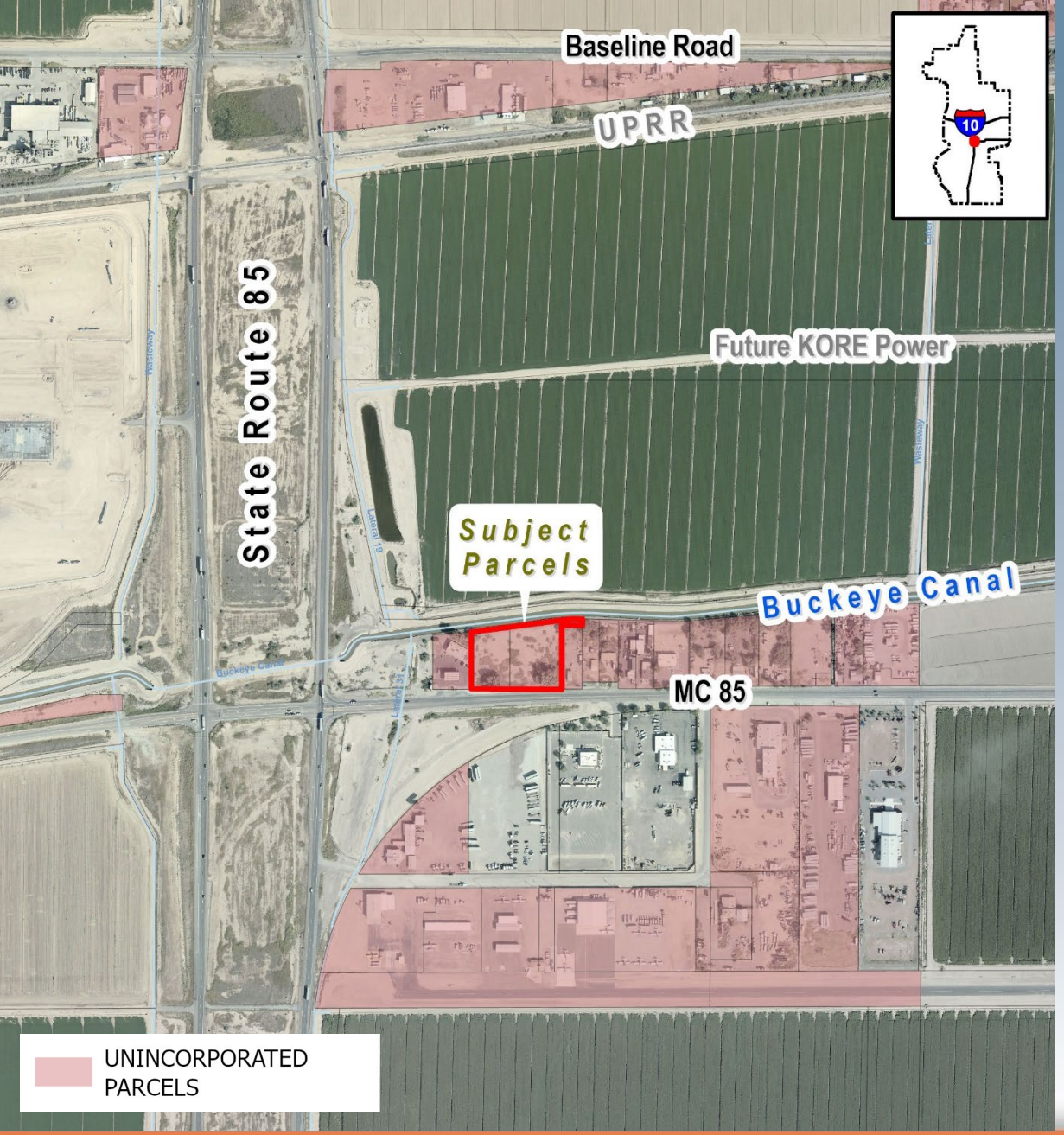
## Annexation Public Hearing

**PLZM-21-00314**

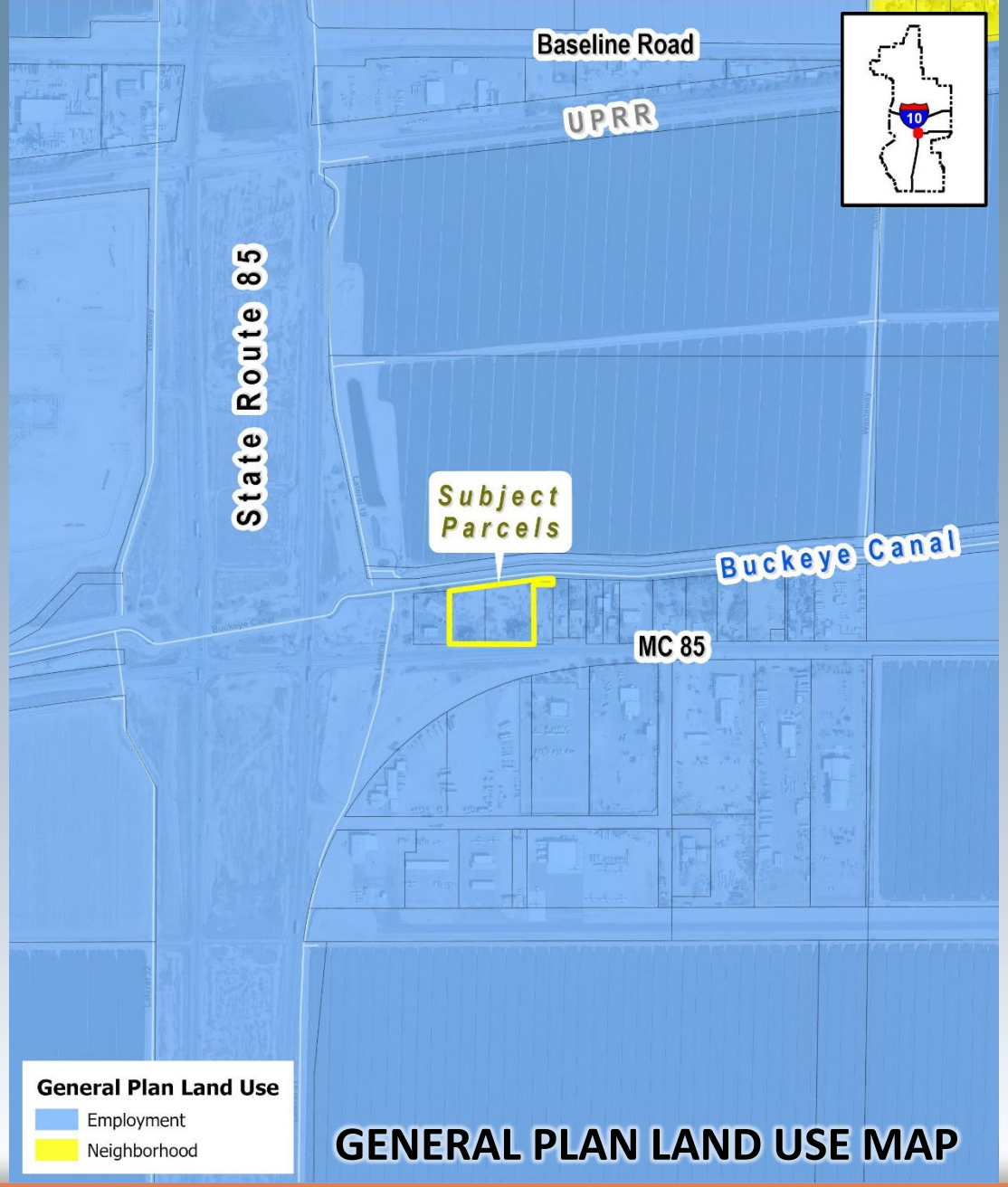
**Mayor and City Council – August 6, 2024**



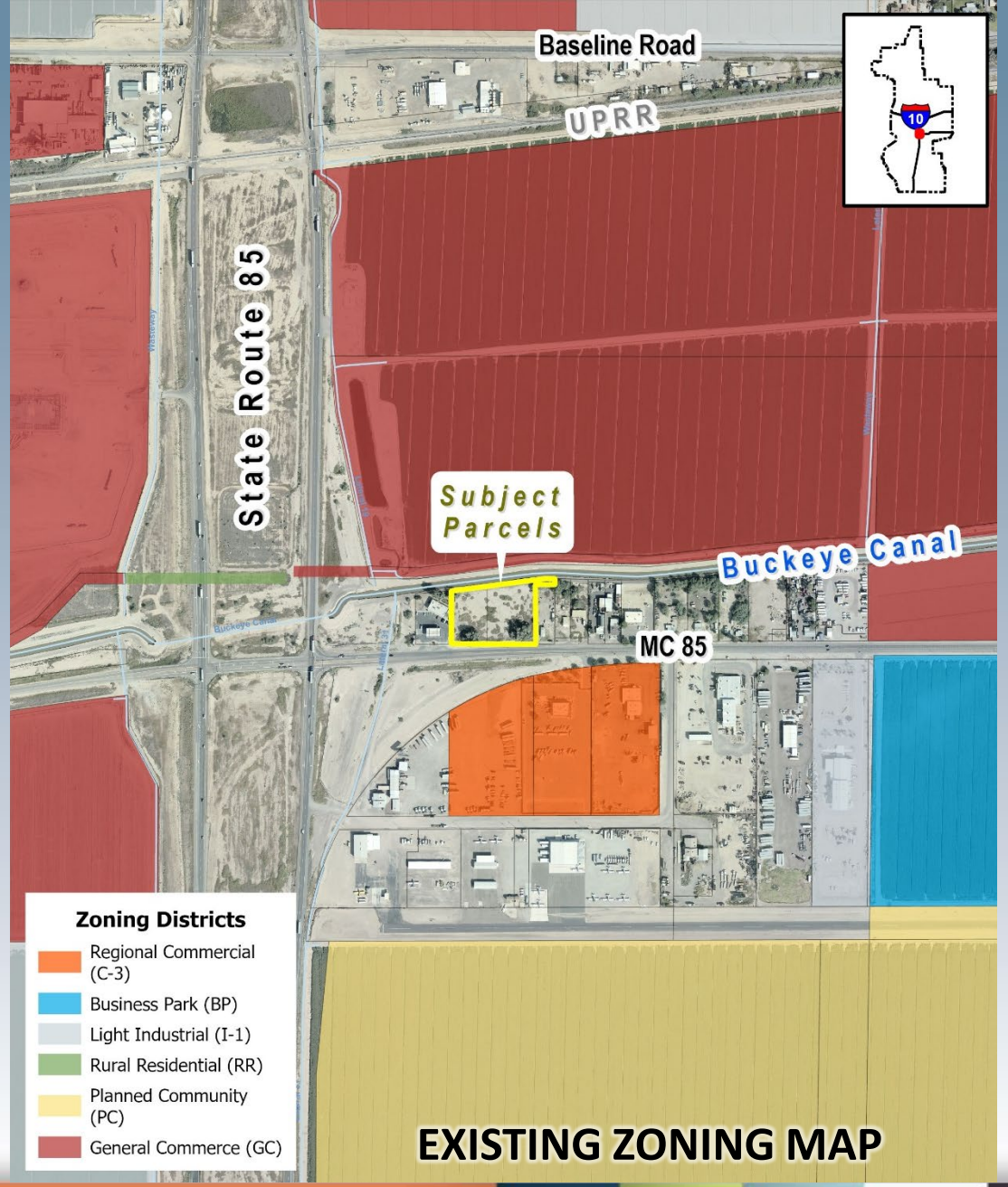

BUCKEYE, AZ
buckeyeaz.gov




- **Request:** Annexation
- **Size:** 2.38 acres
- **General Plan:** Employment
- **Current Zoning:** County General Commercial (C-3)
- **Initial Zoning:** Regional Commercial (C-3)
- **Future Requests:** Application for Site Plan Review (Administrative); future Minor Land Division (lot consolidation) expected

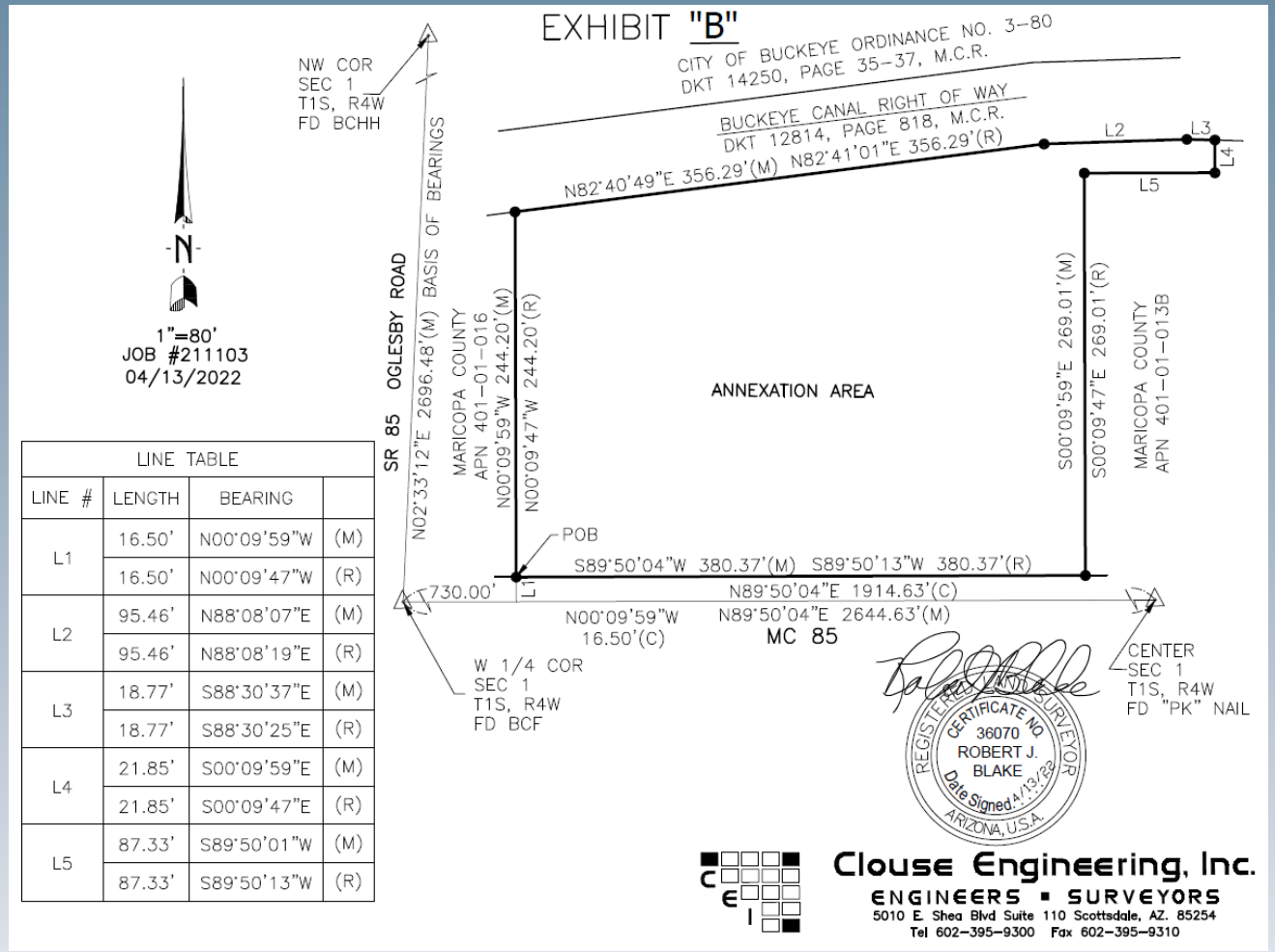



GENERAL PLAN LAND USE MAP




EXISTING ZONING MAP

- Request is located within the strip annexation; therefore, it meets eligibility requirements established by state statute
- Blank Petition recorded January 23, 2024
- Petition signed after waiting period and to be recorded with Ordinance
- All required notices completed
- No public comment received
- No outstanding issues from reviewing departments

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| L4 | 21.85' | S00°09'59"E | (M) |
| | 21.85' | S00°09'47"E | (R) |
| L5 | 87.33' | S89°50'01"W | (M) |
| | 87.33' | S89°50'13"W | (R) |

# Recommendation:

Conduct a Public Hearing and Adopt Ordinance No. 07-24

# ANNEXATION

## Report to the Mayor and City Council

| | |
|---|---|
| **CASE NUMBER:** | **PLZM-21-00314** |
| **TITLE:** | **GERT Qualified Opportunity Fund LLC Annexation** |
| **MEETING DATE:** | **August 6, 2024** |
| **Applicant/Owner:** | Stephanie Watney, AICP, Withey Morris Baugh, PLC, on behalf of property owner Randy Rochford, GERT Qualified Opportunity Fund LLC |
| **Request:** | Annexation of two (2) parcels |
| **District:** | 2 |
| **Location:** | +/- 600 feet east of the Northeast Corner of SR 85 and MC 85 (Exhibits A, B, and C) |
| **Site size:** | Approximately 2.38 acres |
| **Density:** | Not applicable |
| **Public input:** | No comments have been received to date |
| **Recommendation:** | **Public Hearing and Adoption of Ordinance 07-24** |

## PROJECT DESCRIPTION:

1. Withey Morris Baugh, PLC, on behalf of property owner GERT Qualified Opportunity Fund LLC, is requesting annexation of two (2) parcels of land, totaling approximately 2.38 acres, approximately 600 feet east of the northeast corner of SR 85 and MC 85 (Exhibits A, B, and C). The subject property, currently designated Employment by the General Plan land use map, is located within the SR 85 Employment Corridor. The applicant's annexation project narrative is included as Exhibit D. Upon approval, the property will be assigned initial Regional Commercial (C-3) zoning most comparable to the property's existing County General Commercial (C-3) zoning.
2. The blank petition for the proposed annexation was recorded on January 23, 2024 (Exhibit E). Per state law governing annexation, a public hearing providing any affected parties with an opportunity to comment on the request must be held at least 20, but no more than 30 days following recordation of the blank petition. The initial public hearing for this annexation was held on February 20, 2024, conforming to timing requirements established by state statute.
3. Following the end of the required waiting period, the annexation petition was signed by the property owner (see Exhibit F) and will be recorded with the executed Ordinance.
4. The proposal meets eligibility size, dimension, and contiguity requirements for annexations as outlined in ARS §9-471.

## AREA CONTEXT:

5. **Table 1:** Existing Land Use, General Plan Designation, and Zoning District:

| | LAND USE | GENERAL PLAN | ZONING |
|---|---|---|---|
| **Subject Property** | **Vacant** | **Employment** | **Maricopa County General Commercial (C-3)** |
| North of Buckeye Canal | Existing Agricultural/Farming (Proposed Kore Power) | Employment | General Commerce (GC) |
| South of MC 85 | Transportation/Logistics | Employment | Regional Commercial (C-3) |
| East | County Residential | Employment | Maricopa County General Commercial (C-3) |
| West | Convenience Store/Gas Station | Employment | Maricopa County General Commercial (C-3) |

## PUBLIC PARTICIPATION SUMMARY:

6. For the first annexation hearing, the applicant is required to provide notices at least six (6) days in advance of the public hearing and 15 days prior to the end of the waiting period and site postings at least six (6) days in advance of the public hearing, as required by the Arizona Revised Statutes (ARS §9-471). The second hearing was advertised in accordance with Section 8.16 of the Development Code and as required by the Arizona Revised Statutes (ARS §9-471). All required notices were provided as follows:

7. **Table 2:** Public Notices:

| Notification Element | Date |
|---|---|
| Published in the Arizona Republic | First Notice: February 3, 2024<br>Second Notice: June 29, 2024 |
| Site Posted | First Notice: February 12, 2024<br>Second Notice: June 26, 2024 |
| Mailing Notice to Property Owners Within Annexation Boundary | First Notice: February 2, 2024<br>Second Notice: July 19, 2024 |
| Mailing Notice to Maricopa County Board of Supervisors | First Notice: February 2, 2024<br>Second Notice: July 19, 2024 |

8. No public comment concerning the annexation request has been received to date.

## ANALYSIS:

9. The subject property is presently located in the jurisdiction of Maricopa County and zoned General Commercial (C-3). Upon annexation, the two parcels included with this request will be assigned City of Buckeye Regional Commercial (C-3) zoning, the district most closely aligned with the property's current County zoning designation.

10. The property currently features a General Plan land use designation of Employment, located within the SR 85 Employment Corridor. The Employment designation denotes areas of development that have a focus on employment opportunities that contribute to the overall local and regional economy. This may include industrial uses, such as warehouses and manufacturing facilities, as well as business parks. Industrial uses should be buffered and/or separated from existing or planned residential uses. Uses within the Employment designation should have vehicular access to major arterials.

11. An application for a Site Plan Review (administrative) for a convenience store and gas station has been submitted and is under review. Approval of this application would facilitate development of the site with commercial uses of a character similar to what is expected on adjacent properties. A future application for a Minor Land Division to consolidate the two project parcels is anticipated but not yet filed.
12. The site is located within the City's strip annexation and therefore meets the eligibility requirements for annexation.
13. Once annexed, the property will be serviced by City of Buckeye Police, City of Buckeye Fire, and will be within the City of Buckeye sewer and water service areas.
14. The property is located within the Buckeye Union High School and Buckeye Elementary School Districts. Commercial development of the site, as proposed, will not result in any direct impact on either district.
15. The following City of Buckeye departments have reviewed and have found no outstanding issues with the application:
    a. Engineering
    b. Fire
    c. Public Works
    d. Community Services
    e. Police
    f. Water Resources
    g. Development Services

## RECOMMENDATION:

16. The Mayor and City Council should conduct a public hearing and adopt Ordinance No. 07-24, approving the annexation of approximately 2.38 acres located approximately 600 feet east of the northeast corner of State Route 85 and MC 85. Staff recommends approval of the request for the following reasons:
    a. Furthers goals of the Buckeye General Plan
    b. Conformance with the Buckeye Development Code
    c. No outstanding issues from reviewing departments

## ATTACHMENTS:

Exhibit A – Vicinity Map
Exhibit B – Zoning Map

Exhibit C – General Plan Land Use Map
Exhibit D – Annexation Project Narrative
Exhibit E – Recorded Blank Annexation Petition
Exhibit F – Signed Annexation Petition

Prepared By:
Mandy Woods, CFM, Senior Planner

Reviewed By:
Ken Galica, Planning Manager

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20240034601 01/23/2024 12:36
ELECTRONIC RECORDING

005763-7-1-1--
morenoa

When Recorded, return to:

Lucinda Aja, City Clerk
City of Buckeye
530 E. Monroe Ave
Buckeye, AZ 85326

**ANNEXATION PETITION (PLZM-21-00314)**

**TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA:**

We, the undersigned, owners of the real and personal property, being the real property hereinafter described and all personal property that we may own in the area sought to be annexed, request the City of Buckeye to annex our property, said property being located in a territory contiguous to the City of Buckeye and being located within the following described area:

**LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"**
**(See also attached map as Exhibit "B")**

The City Council may determine the exact boundary of said territory to be annexed; provided, however, that said annexed area lies wholly within the above-described area and, provided further, that the provisions of Section 9-471. Arizona Revised Statutes are fully observed and complied with.

| DATE | PRINTED NAME OF OWNER | SIGNATURE OF OWNER | BOOK | MAP | PARCEL(S) |
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# Exhibit A

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# EXHIBIT "A"

April 13, 2022
Job No. 211103

## City of Buckeye Annexation
## Legal Description and Map

The land referred to herein below is situated in the county of Maricopa, state of Arizona, and is described as follows:

All that portion of the South half of the Southwest quarter of the Northwest quarter of Section 1, Township 1 South, Range 4 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the Buckeye Canal described as follows:

Commencing at the West quarter corner of said Section 1;

Thence North 89 degrees 50 minutes 13 seconds East along the mid-section line, a distance of 730.00 feet;

Thence North 00 degrees 09 minutes 47 seconds West, a distance of 16.50 feet to the Northerly right of way line and the **True Point of Beginning**;

Thence continuing North 00 degrees 09 minutes 47 seconds West, a distance of 244.20 feet to the Southerly right of way line the Buckeye Canal;

Thence along said Southerly right of way line the following three courses:

1. Thence North 82 degrees 41 minutes 01 seconds East, a distance of 356.29 feet;

2. Thence North 88 degrees 08 minutes 19 seconds East, a distance of 95.46 feet;

3. Thence South 88 degrees 30 minutes 25 seconds East, a distance of 18.77 feet;

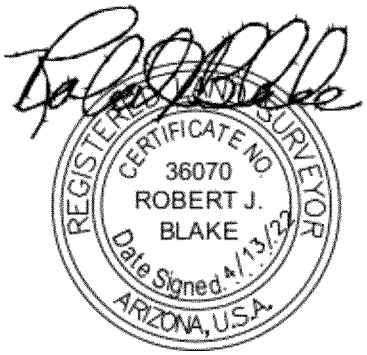
Thence South 00 degrees 09 minutes 47 seconds East, a distance of 21.85 feet;

Thence South 89 degrees 50 minutes 13 seconds West parallel with and 285.50 feet Northerly of said mid-section line, a distance of 87.33 feet;

Thence South 00 degrees 09 minutes 47 seconds East, a distance of 269.00 feet to said Northerly right of way line;

Thence South 89 degrees 50 minutes 13 seconds West, a distance of 380.37 feet to the **True Point of Beginning**.

Note: The above described parcel contains: 103,812 square feet or 2.3832 acres, more or less



# Exhibit B

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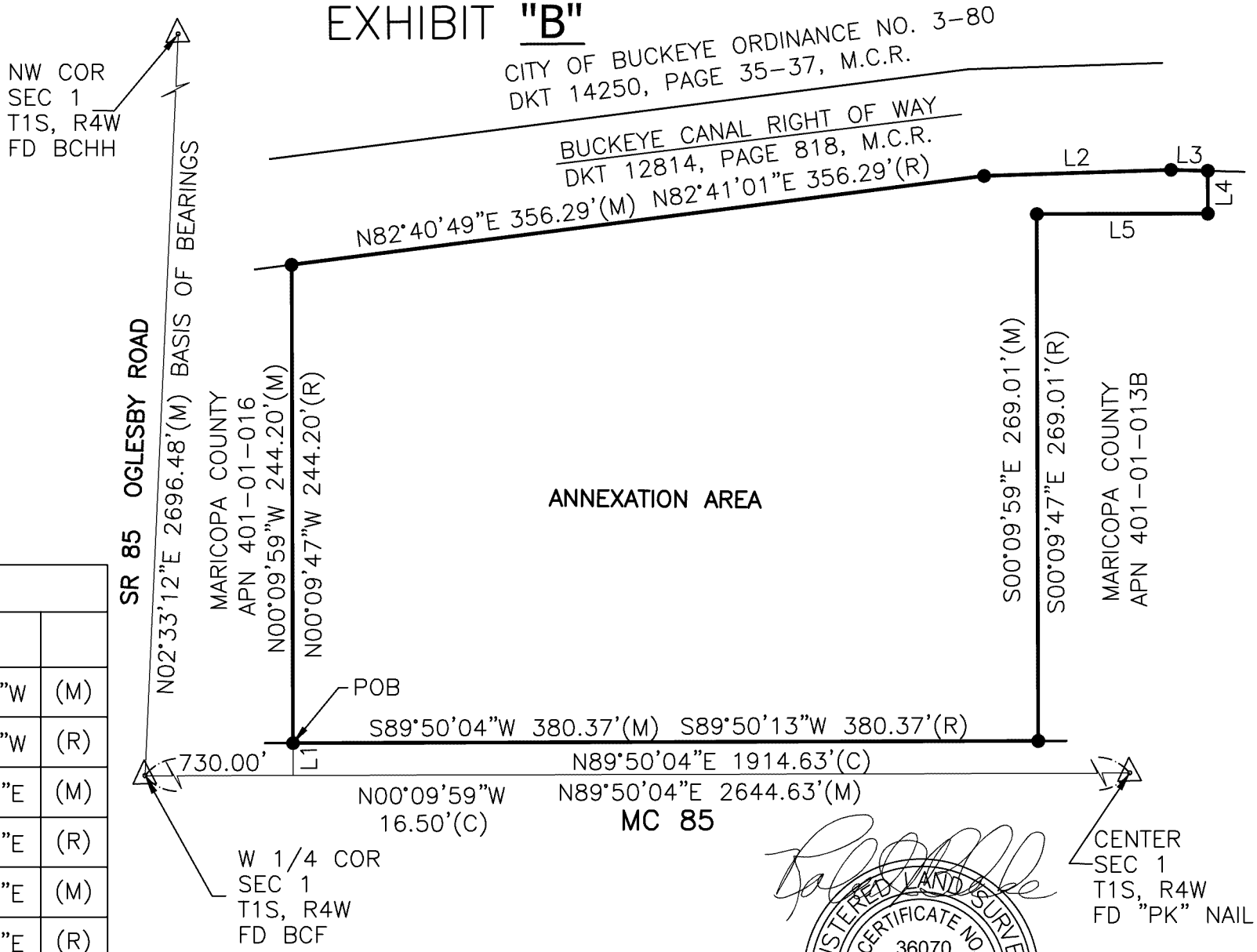
# EXHIBIT "B"



1"=80'
JOB #211103
04/13/2022




| LINE TABLE | | | |
|---|---|---|---|
| LINE # | LENGTH | BEARING | |
| L1 | 16.50' | N00°09'59"W | (M) |
| | 16.50' | N00°09'47"W | (R) |
| L2 | 95.46' | N88°08'07"E | (M) |
| | 95.46' | N88°08'19"E | (R) |
| L3 | 18.77' | S88°30'37"E | (M) |
| | 18.77' | S88°30'25"E | (R) |
| L4 | 21.85' | S00°09'59"E | (M) |
| | 21.85' | S00°09'47"E | (R) |
| L5 | 87.33' | S89°50'01"W | (M) |
| | 87.33' | S89°50'13"W | (R) |





Clouse Engineering, Inc.
ENGINEERS ▪ SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310


1796

20240034601

# ANNEXATION AFFIDAVIT

STATE OF ARIZONA )
) ss.
County of Maricopa )

**Samantha (Mandy) Woods,** regarding Case No. **PLZM-21-00314,** upon oath, deposes and says:

1. I am a Senior Planner, of the Development Services Department of the City of Buckeye. I am making this affidavit based on information in the files of the City of Buckeye and of the Maricopa County Recorder.
2. No part of the area shown in the map and described in the exhibit attached to the blank petition as proposed to be annexed into the City of Buckeye, to the best of the City of Buckeye's information, knowledge, and belief, is already subject to an earlier filing of annexation.
3. This affidavit is made to comply with the requirements of A.R.S. § 9-471.A.6.

FURTHER YOUR AFFIANT SAYETH NOT.

(PLANNER)

SUBSCRIBED AND SWORN to before me this 23rd Day of January, 2024, by

Keri Hernandez (NOTARY).

KERI HERNANDEZ
Notary Public - Arizona
Maricopa County
Commission # 203396564
My Comm Exp June 22, 2026

Notary Public

My Commission Expires: June 22, 2026

DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

# 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)**

**(C-64-24-_____-M-00)**

This Intergovernmental Agreement (**Agreement)** is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Buckeye (**City),** a municipal corporation. The County and City are collectively referred to as the **Parties** or individually as a **Party.**

## STATUTORY AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorizes the County to lay out, maintain, control, and manage public roads within the County.

2. A.R.S. Section 11-951 *et. seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or joint or cooperative action.

3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorizes the City to lay out and establish, regulate, and improve streets within its jurisdiction and to enter into this Agreement.

## BACKGROUND

4. The intersection of Jackrabbit Trail and Van Buren Street is an existing stop-controlled four-way intersection. The County's jurisdiction includes the north leg. The City's jurisdiction includes the west leg, the south leg, and the east leg.

5. Maricopa County has assessed the intersection of Jackrabbit Trail and Van Buren Street, and determined that the intersection meets the 2009 Manual on Uniform Traffic Control Devices (MUTCD) stated warrant conditions.

6. The Parties desire to improve the intersection of Jackrabbit Trail and Van Buren Street by constructing traffic signals (**Project).**

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7. The Project design has been completed and approved by the City. A true and correct copy of the master design for the Project is attached hereto as **Exhibit "1"** and incorporated herein by this reference. The Project is anticipated to be constructed in Fiscal Year 2025.

8. The total Project cost is currently estimated at $1,404,471. The final cost to each Party shall be based on the actual cost of constructing the Project.

9. The County will not participate financially in Project enhancements, including but not limited to landscaping, irrigation, street lighting, visual mitigation, decorative pavers, street furniture, and any other items, that are inconsistent with the County's Roadway Design Manual, unless otherwise specifically identified in this Agreement.

## PURPOSE OF THE AGREEMENT

10. The purpose of this Agreement is to identify and define the responsibilities of the Parties for the Project, including but not limited to cost-sharing, permitting, utility relocation, construction, and construction management.

## TERMS OF THE AGREEMENT

11. **Responsibilities of the County:**

    11.1 Issue no-cost permits for any necessary Project-related work performed within the jurisdiction of the County.

    11.2 Pay twenty-five percent (25%) of the total cost of the Project, estimated at $351,117. The actual County payment shall be determined based on the actual cost of constructing the Project.

    11.3 Remit payment within thirty (30) days of the receipt of an invoice from the City.

    11.4 Participate in the final inspection of the Project.

    11.5 Cooperate with the City to prepare the transfer to the City of any unincorporated portions of Jackrabbit Trail north of Van Buren Street upon the conclusion of the Project, provided that the County's final determination regarding any transfer is reserved to the legislative discretion of its governing board.

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12. **Responsibilities of the City:**

12.1 Apply to the County for no-cost permits for any necessary Project-related work performed within the jurisdiction of the County.

12.2 Design and construct the Project, provide for traffic control, and take responsibility for issuing inspection approvals when appropriate.

12.3 Upon the substantial completion of the Project, invoice the County for twenty-five percent (25%) of the total cost of the Project. The City shall not invoice the County before July 1, 2024.

12.4 Bear seventy-five percent (75%) of the total Project costs.

12.5 Participate in the final inspection of the Project.

12.6 Upon completion of the Project, maintain and operate the traffic signals, and assume all associated costs including the cost of electrical power to the traffic signal and any associated luminaries.

12.7 Cooperate with the County to prepare the transfer to the City of any unincorporated portions of Jackrabbit Trail north of Van Buren Street upon the conclusion of the Project, provided that the City's final determination regarding any transfer is reserved to the legislative discretion of its governing board.

## GENERAL TERMS AND CONDITIONS

13. To the extent permitted by law, each Party will indemnify, defend, and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials, or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages that are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorney's fees.

14. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect until all Responsibilities set forth in Sections 11 and 12 herein above have been satisfied.

15. This Agreement may be amended only upon written Agreement by all Parties.

16. This Agreement is subject to the provisions of A.R.S. § 38-511.

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17. The Parties warrant that they are following A.R.S. § 41-4401 and further acknowledge that:

    17.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A) 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.

    17.2 Any breach of the warranty shall be deemed a material breach of this agreement, of which the breaching party may be liable for penalties including termination of the agreement.

    17.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours to facilitate such an inspection.

    17.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

18. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of $1,000,000, certify it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued according to 50 U.S.C. § 4842.

19. Each Party warrants and certifies that no contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement currently has, and for the duration of the contract will not, use:

    19.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
    19.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
    19.3 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.

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19.4 If any Party becomes aware during the term of the Agreement that any contractor or vendor is not in compliance with this paragraph, the Party shall notify the other Party within five business days after becoming aware of the noncompliance. Failure of the Party to provide a written certification that the contractor or vendor 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 before said one hundred eighty (180) day period.

20. It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.

21. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

City of Buckeye
Attn: City Manager
530 East Monroe Avenue
Buckeye, Arizona 85236

With a copy to:
City of Buckeye
Attn: City Attorney
530 East Monroe Avenue
Buckeye, Arizona 85236

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as

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required in this paragraph and mailed with postage prepaid. Notices delivered by the United States Express Mail or overnight delivery service that guarantees next-day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery. Formal notice by a Party to the other of a change of contact person or address shall be effective upon receipt.

22. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year.

23. This Agreement shall be construed as a whole and following its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.

24. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained because of the continuation of any matter previously waived.

25. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties outlined in this Agreement, or any certificate or instrument executed or delivered according to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

26. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Electric signatures are acceptable as original signatures.

27. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party according to this Agreement.

28. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.

29. This Agreement shall be governed by the laws of the State of Arizona.

***End of Agreement - Signature Pages Follow***

DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**BUCKEYE**

***Recommended by:***

City Manager

Date

***Approved and Accepted by:***

Mayor Date

***Attest by:***

City Clerk Date

**APPROVAL OF CITY ATTORNEY**

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

City Attorney Date

DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**MARICOPA COUNTY**

***Recommended by:***

DocuSigned by:
Jesse Gutierrez 5/28/2024
E47E233373F04C3...
Jesse Gutierrez, P.E. Date
Transportation Director

***Approved and Accepted by:***

Chairman Date
Board of Supervisors

***Attest by:***

Clerk of the Board Date

## APPROVAL OF DEPUTY COUNTY ATTORNEY

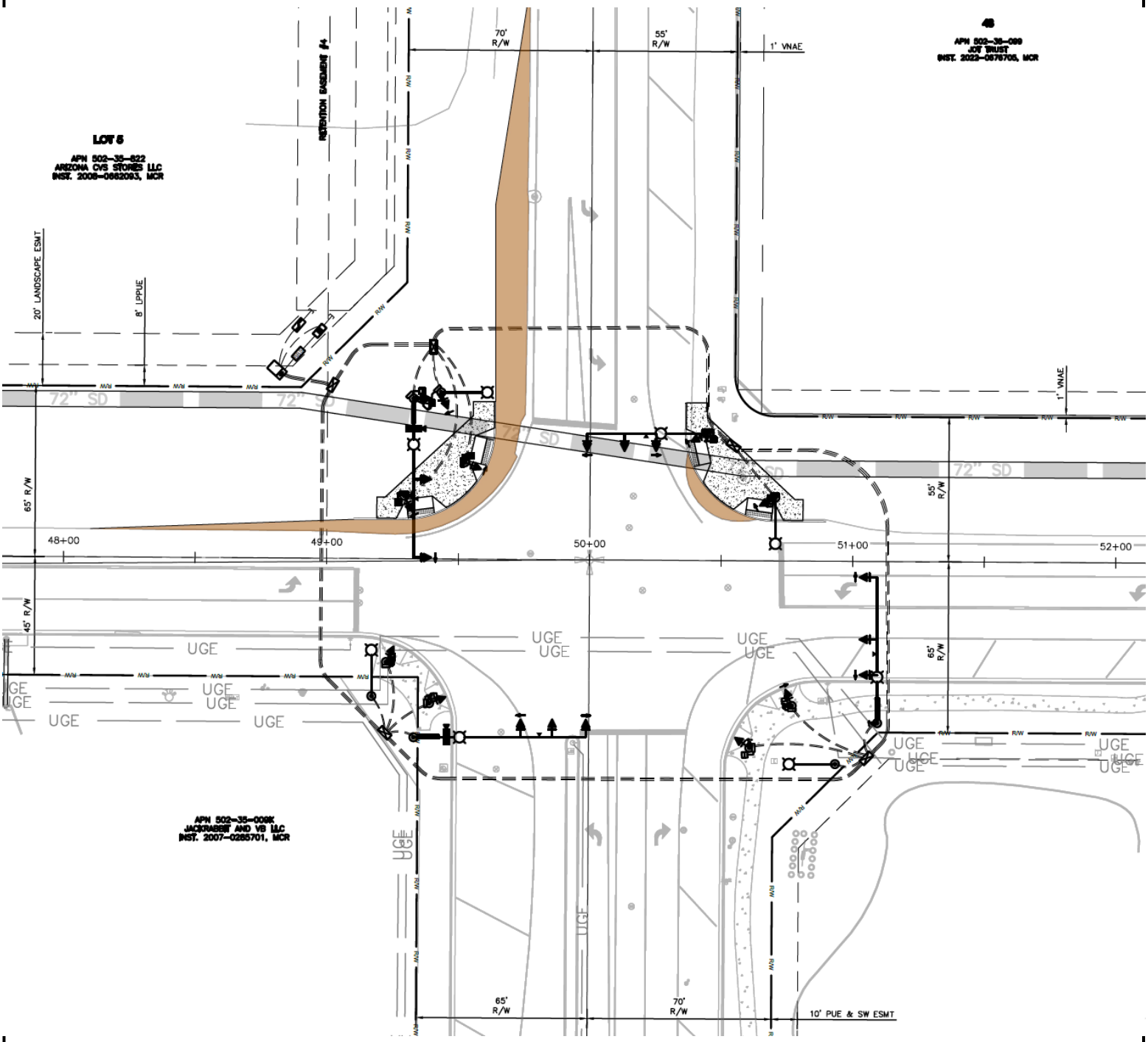
The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
Wayne Peck 5/28/2024
C9463D0DE44C4E5...
Deputy County Attorney Date

DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

# Exhibit 1

Signal Design for the Intersection of Jackrabbit Trail and Van Buren



DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

# INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY AND THE CITY OF BUCKEYE FOR THE INSTALLATION OF WELCOME SIGNAGE IN COUNTY RIGHT OF WAY

## (C-64-24-_____-X-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Buckeye, a municipal corporation (**City**). The County and Buckeye are collectively referred to as the **Parties** or individually as a **Party**.

## STATUTORY AUTHORIZATION

1. The County is authorized, pursuant to Arizona Revised Statutes (**A.R.S.**) § 11-251 and §§ 28-6701 *et. seq.*, to lay out, maintain, control, and manage public roads within the County.

2. The City is authorized, pursuant to A.R.S. § 9-240 and §§ 9-276 *et. seq.*, to lay out and establish, regulate, and improve streets within the City and to enter into this Agreement.

3. Public agencies are authorized, pursuant to A.R.S. §§ 11-951 *et. seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

## BACKGROUND

4. The City has requested permission to erect welcome signage (**Exhibit A**) in multiple locations (**Exhibit B**) in County right-of-way (**Project**).

## PURPOSE OF THE AGREEMENT

5. The purpose of this Agreement is to identify and define the responsibilities of the Parties for the Project, including but not limited to cost sharing, design, permitting, environmental clearance, right-of-way acquisition, utility relocation, construction, and construction management.

## TERMS OF THE AGREEMENT

6. **The County shall:**

   6.1 Provide comments to the City within fifteen (15) working days of receipt of the design plans from the City.

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6.2 Issue no-cost permits and waive plan review fees to the City for any necessary Project-related work performed within the City.

6.3 Participate with the City in the final inspection of the Project.

7. **The City shall:**

7.1 Act as the lead agency for all aspects of the Project.

7.2 Design and construct the Project to City standards.

7.3 Be responsible for one hundred percent (100%) of the Project Cost.

7.4 Provide the County with copies of design plans for review and comment.

7.5 Apply to the County for no-cost permits with waived plan review fees for any necessary Project-related work performed within County jurisdiction.

7.6 Be solely responsible for the costs of time by City staff that are dedicated to the Project, including plan reviews and inspections.

7.7 Participate with the County in the final inspection of the Project.

7.8 Maintain the Project sign once it is constructed.

## GENERAL TERMS AND CONDITIONS

8. To the extent permitted by law, each Party will indemnify, defend and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

The Parties will secure and maintain adequate insurance coverage (including but not limited to public entity insurance) for all risks that may arise under this Agreement. The Parties may fulfill this insurance obligation by acquiring commercial insurance or by maintaining and operating a self-insurance program. Upon request, the Parties shall exchange certificates of insurance or self-insurance.

9. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect until all stipulations previously indicated have been satisfied.

10. This Agreement may be amended only upon written Agreement by all Parties.

11. This Agreement is subject to the provisions of A.R.S. § 38-511.

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12. The Parties warrant that they are following A.R.S. § 41-4401 and further acknowledge that:

    12.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), 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.

    12.2 Any breach of the warranty shall be deemed a material breach of this Agreement, of which breaching party may be liable for penalties including termination of the agreement.

    12.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours to facilitate such an inspection.

    12.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

13. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of $1,000,000, certify it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or 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.

14. Each Party warrants and certifies that no contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement currently has, and for the duration of the contract will not, use:

    14.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

    14.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

    14.3 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.

    14.4 If any Party becomes aware during the term of the Agreement that any contractor or vendor is not in compliance with this paragraph, the Party shall notify the other Party within five business days after becoming aware of the noncompliance. Failure of the Party to provide a written certification that the contractor or vendor 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.

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15. It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.

16. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

City of Buckeye
Attn: City Manager
530 East Monroe Avenue
Buckeye, Arizona 85236

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by the United States Express Mail or overnight delivery service that guarantees next-day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery. Formal notice by a Party to the other of a change of contact person or address shall be effective upon receipt.

17. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year.

18. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.

19. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

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20. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

21. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Electric signatures are acceptable as original signatures.

22. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.

23. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.

24. This Agreement shall be governed by the laws of the State of Arizona.

***End of Agreement - Signature Pages Follow***

DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**BUCKEYE**

***Recommended by:***

City Manager

Date

***Approved and Accepted by:***

Mayor Date

***Attest by:***

City Clerk Date

**APPROVAL OF CITY ATTORNEY**

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

City Attorney Date

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**MARICOPA COUNTY**

***Recommended by:***

DocuSigned by:
Jesse Gutierrez 5/28/2024
E47E233375F04C3...

Jesse Gutierrez, P.E. Date
Transportation Director

***Approved and Accepted by:***

Chairman Date
Board of Supervisors

***Attest by:***

Clerk of the Board Date

**APPROVAL OF DEPUTY COUNTY ATTORNEY**

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
Wayne Peck 5/28/2024
C9463D0DE44C4E5...

Deputy County Attorney Date

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# Exhibit A

## Welcome Signage

The sign is 60 inches wide and 48 inches tall.



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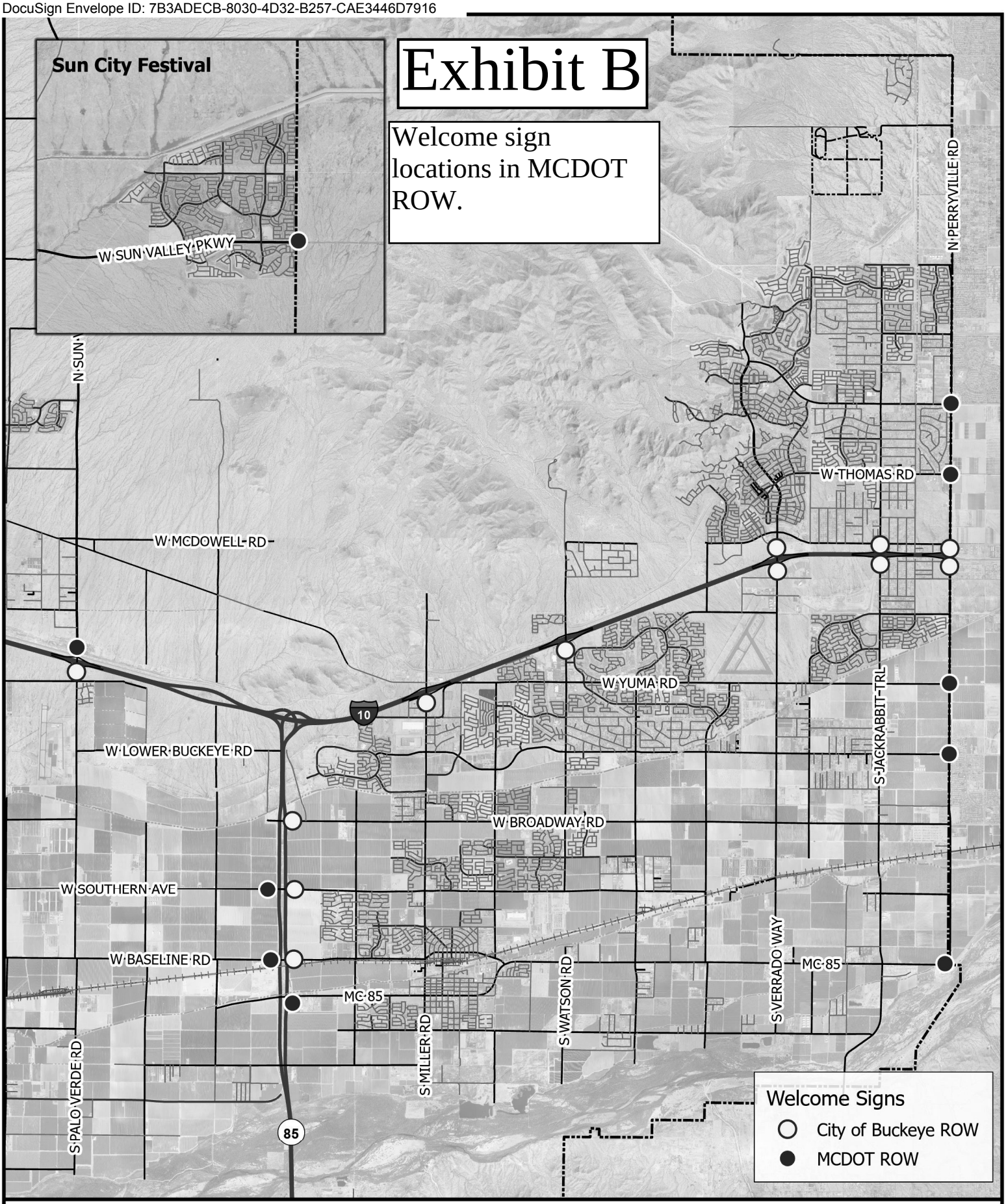
# Exhibit B

Welcome sign locations in MCDOT ROW.




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.

## Welcome to Buckeye Signs

0 0.75 1.5 3 Miles

N

Date: 5/23/2024

Document Name: BuckeyeS 1815

DocuSign Envelope ID: 7B3ADECB-8030-4D32-B257-CAE3446D7916

# 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)

**(C-64-24-_____-X-00)**

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Buckeye (**City**) a municipal corporation. The County and City are collectively referred to as the **Parties** or individually as a **Party**.

## AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorizes the County to lay out, maintain, control, and, manage public roads within the County.

2. A.R.S. Section 11-951 *et. seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorizes the City to lay out and establish, regulate, and improve streets within its jurisdiction and to enter into this Agreement.

## BACKGROUND

4. Sun Valley Parkway is a paved roadway owned, operated, and maintained by the County. The City borders the roadway on both sides. The current roadway has two travel lanes in each direction with a median.

5. Canyon Springs Boulevard and Desert Oasis Boulevard are paved roadways owned, operated, and maintained by the City.

6. The City will install streetlights on the north and south sides, and in the median of Sun Valley Parkway between I-10 to the Eastern Municipal Boundary (the Eastern Property Line of Sun City Festival), to improve safety for pedestrian traffic (**Project**). The City will install the streetlights within the County right-of-way.

7. The County does not own and therefore is not responsible for, the operation or maintenance of public street lighting to be installed because of this agreement. The County will not participate financially in the Project.

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## PURPOSE OF THE AGREEMENT

8. The purpose of this Agreement is to identify and define the responsibilities of the Parties for the Project, including but not limited to cost sharing, design, permitting, environmental clearance, utility relocation, construction and construction management, and operation and maintenance of the streetlights.

## TERMS OF THE AGREEMENT

9. **Responsibilities of the County:**

9.1 Review and provide comments to the City within ten (10) working days of receipt of the design plans. The County shall approve design plans before issuing a permit.

9.2 Issue no-cost permits to the City for any necessary Project-related work performed within the jurisdiction of the County.

9.3 Allow the City perpetual access for the operation and maintenance of the streetlights.

9.4 Perform all inspections related to the Project.

9.5 Issue no-cost perpetual permits to the City for any traffic control required as part of regular street light maintenance and operations activities that will impact the County roadway and traffic.

10. **Responsibilities of the City:**

10.1 Act as the lead agency for all aspects of the Project, including but not limited to design, environmental clearance, utility relocation, permit acquisition, and construction.

10.2 Design and construct the Project to City standards that meet or exceed the most recent version of the American Association of State Highway and Transportation Officials (AASHTO) Roadway Lighting Design Guide.

10.3 Provide the County with copies of design plans for review, comment, and approval.

10.4 Apply to the County for no-cost permits for any necessary Project-related work performed within the jurisdiction of the County.

10.5 Require all contractors to carry liability insurance, and to name Maricopa County as an Additional Insured.

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10.6 Secure a power source and meet all requirements of the utility providing power.

10.7 Apply to the County for no-cost traffic control permits for any operation and maintenance work that will impact the County roadway or traffic.

10.8 Upon completion of the Project, maintain and operate the streetlights, and assume all associated costs including the cost of energy to power the streetlights.

## GENERAL TERMS AND CONDITIONS

11. To the extent permitted by law, each Party will indemnify, defend and save harmless the other Party, including any of the other Party's departments, agencies, officers, employees, elected officials, or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

12. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect until all Responsibilities set forth in Sections 9 and 10 herein have been satisfied.

13. This Agreement may be amended only upon written Agreement by all Parties.

14. This Agreement is subject to the provisions of A.R.S. § 38-511.

15. The Parties warrant that they are following A.R.S. § 41-4401 and further acknowledge that:

15.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), 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.

15.2 Any breach of the warranty shall be deemed a material breach of this Agreement, of which breaching party may be liable for penalties including termination of the agreement.

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15.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours to facilitate such an inspection.

15.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

16. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of $1,000,000, certify it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or 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.

17. Each Party warrants and certifies that no contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement currently has, and for the duration of the contract will not, use:

17.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

17.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

17.3 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.

17.4 If any Party becomes aware during the term of the Agreement that any contractor or vendor is not in compliance with this paragraph, the Party shall notify the other Party within five business days after becoming aware of the noncompliance. Failure of the Party to provide a written certification that the contractor or vendor 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.

It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is

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diligently pursuing such cure to completion. The Default notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing ("**Aggregate Cure Period**"). During the Aggregate Cure Period, the Parties shall reasonably cooperate to toll statutes of limitations, statutes of repose or other deadlines fixed by law or court rule as to claims and defenses that may exist. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.

18. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

City of Buckeye
Attn: City Manager
530 East Monroe Avenue
Buckeye, Arizona 85236

With a copy to:
City of Buckeye
Attn: City Attorney
530 East Monroe Avenue
Buckeye, Arizona 85236

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by the United States Express Mail or overnight delivery service that guarantees next-day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery. Formal notice by a Party to the other of a change of contact person or address shall be effective upon receipt.

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***End of Agreement - Signature Pages Follow***

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**BUCKEYE**

***Recommended by:***

City Manager

Date

***Approved and Accepted by:***

Mayor Date

***Attest by:***

City Clerk Date

**APPROVAL OF CITY ATTORNEY**

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

City Attorney Date

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**MARICOPA COUNTY**

***Recommended by:***

DocuSigned by:
Jesse Gutierrez 5/28/2024
E47E233373F04C3...
Jesse Gutierrez, P.E. Date
Transportation Director

***Approved and Accepted by:***

Chairman Date
Board of Supervisors

***Attest by:***

Clerk of the Board Date

**APPROVAL OF DEPUTY COUNTY ATTORNEY**

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
Wayne Peck 5/28/2024
C9463D0DE44C4E5...
Deputy County Attorney Date