



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
NOVEMBER 2, 2021
AGENDA**

**City Council Chambers
530 E. Monroe Ave.
Buckeye, AZ 85326
6:00 PM**

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

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

IMPORTANT NOTICE REGARDING PUBLIC PARTICIPATION

This meeting will be open to the public. Adherence to COVID-19 safety measures are recommended. If you would like to make a public comment, either in person or remotely, please review the information on the City's website and complete and submit the comment form found here:

<https://www.buckeyeaz.gov/government/city-clerk/meeting-agendas-minutes/meetings-agendas-minutes>

- 1. Call to Order/Invocation/Pledge of Allegiance/Roll Call**
- 2. Comments from the Public- Members of the audience may comment on any item of interest.**
Council Action: Open Meeting Law does not permit Council discussion of items not specifically on the agenda
- 3. Awards/Presentations/Proclamations**
- 3.A** Mayor Orsborn to recognize Phil Yabes for receiving the Outstanding Professional of the Year award from Arizona Parks and Recreation Association.
- 4. Minutes**
- 4.A** [Council to take action on approval of the October 5, 2021 Council Workshop Minutes and October 5, 2021 Regular Council Meeting Minutes.](#)

5. Expenditures

- 5.A** Council to take action on the request to ratify the payment of the accounts payable expenditures made. Copies of invoices are available at City Hall.

6. 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, in which event the item will be removed from the consent agenda and considered in its normal sequence*

- *6.A** Council to take action approving the Construction Contract (No. 2022001) between the City of Buckeye, an Arizona municipal corporation, and Combs Construction Company, Inc., an Arizona corporation, for labor, materials, equipment and services required to complete the expansion of the existing Park-n-Ride site located at Jackrabbit Trail and Palm Lane, and authorizing the Mayor to execute and deliver said Contract on behalf of the City.

Summary: As part of the Capital Improvement Program, the existing Buckeye Park-n-Ride facility at Jackrabbit Trail and Palm Lane will be expanded 200 feet north.

Staff Liaison: Chris Williams, Construction and Contracting Manager,
cwilliams@buckeyeaz.gov, (623)349-6225

- *6.B** Council to take action on Resolution No. 79-21 ratifying the submission of a grant application to the Arizona Governor's Office of Highway Safety relating to grant funding for DUI enforcement overtime activities and employee-related expenses; approving and accepting the grant agreement; and authorizing the Mayor, City Manager, and City Police Chief to execute and deliver said agreement on behalf of the City.

Summary: The Police Department has been awarded grant funding from the Governor's Office of Highway Safety (AZGOHS) for DUI enforcement overtime, to assist in traffic enforcement and identifying drivers under the influence within the City of Buckeye.

Staff Liaison: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-6438

- *6.C** Council to take action on Resolution No. 80-21 ratifying the submission of a grant application to the Arizona Governor's Office of Highway Safety relating to grant funding for personnel services (overtime) and employee-related expenses to enhance STEP enforcement; approving and accepting the grant agreement; and authorizing the Mayor, City Manager, and City Police Chief to execute and deliver said agreement on behalf of the City.

Summary: The Police Department has been awarded grant funding from the Governor's Office of Highway Safety to enhance STEP Enforcement overtime throughout the City of Buckeye.

Staff Liaison: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-5438

- *6.D** Council to take action on Resolution No. 84-21 approving the submission of a grant application to the Arizona Department of Homeland Security for funding of equipment and training needed to increase support of the City's Chemical Biological Radiological Nuclear and Explosives Unit (CBRNE) and Rapid Response Team (RRT); authorizing the acceptance of the resulting grant

award; and authorizing the City Manager and City Police Chief to execute and deliver the resulting agreement and related documents on behalf of the City.

Summary: The Police Department submitted a grant funding request to the Arizona Department of Homeland Security under the Federal FY 2021 Urban Area Security Initiative (UASI) for funding to obtain equipment that will support the Buckeye UASI CBRNE and RRT. The UASI program is intended to assist participating jurisdictions in developing integrated regional systems for prevention, protection, response, and recovery related to emergency preparedness and response in the event of man-made or natural disasters.

Staff Liaison: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-5438

- *6.E** Council to take action on Resolution No. 85-21 approving the First Amendment to an Intergovernmental Agreement for the provision of integrated services to children and families; and authorizing the Mayor to execute and deliver said Amendment and related documents on behalf of the City.

Summary: Approval of the amendment will extend the term of the current IGA between the City of Avondale, City of Goodyear and City of Buckeye. The IGA allows the participating cities to provide integrated services to children and families at the Southwest Advocacy Center.

Staff Liaison: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-5438

- *6.F** Council to take action on Resolution No. 86-21 approving an Interagency Service Agreement between the Buckeye Police Department and Arizona Department of Transportation, relating to use of traffic and criminal software (TraCS); and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.

Summary: Agreement between the Arizona Department of Transportation (ADOT) and the BPD for the purpose of outlining responsibilities for the use of the software, state standard data entry forms, and associated data files, central-site database schema, Electronic Incident Data Submission (EIDS) and all associated documentation and instructions.

Staff Liaison: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-5438

- *6.G** Council to take action on the request by the Girl Scout Cotton Blossom Council to terminate the lease of the facility located at 902 East Monroe Avenue effective November 2, 2021.

Summary: The Town of Buckeye entered into a lease agreement with the Cotton Blossom Council of the Girl Scouts on 1 June 1995 for the use of the 480 square foot building located at 902 East Monroe Avenue. The lease was for an indefinite period of time. The Girl Scouts have actively used the building since that time. They no longer have use of the facility and have requested to terminate the lease. They have also merged the Cotton Blossom Council to the current Cactus Pine-Lakota Blossom of the Girl Scouts. A copy of the original lease is attached as well as the official letter from the Girl Scouts Arizona, Cactus-Pine.

Staff Liaison: Scott Lowe, Public Works Director, slowe@buckeyeaz.gov, (623) 349-6815

- *6.H** Council to take action on the budgeted purchase of a Prisoner Transport vehicle for the Police Department in an amount not to exceed \$160,000.00 for one cab and chassis and one prisoner transport body.

Summary: The Public Works department is requesting approval to purchase an additional Prisoner Transport Vehicle on behalf of the Police Department. The purchase is budgeted in the Fiscal Year 2021-2022 annual appropriation with a total cost not-to-exceed \$160,000. The purchases will be made through various Cooperative Agreements including the asset and capitalization. This vehicle purchase is in accordance with the City's procurement policy. Staff Liaison: Scott Lowe, Director, slowe@buckeyeaz.gov, (623) 349-6815

- *6.I** Council to take action on Resolution No. 83-21 approving an Intergovernmental Agreement between the City of Buckeye and the Maricopa County Human Services Department, relating to long term case management services; and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.

Summary: The IGA between Maricopa County Human Services and the City of Buckeye will provide \$75,000 in funding to be used towards staffing to administer and provide case management for social services programs.

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

- *6.J** Council to take action on Resolution No. 82-21 ratifying the submission of a grant application to the Arizona State Parks and Trails Heritage Fund Local, Regional, and State Parks grant program relating to the construction of a portion of Sundance Park Phase II; approving and accepting the grant agreement; and authorizing the City Manager or Community Services Department Director to execute and deliver the resulting grant agreement and all other related documents on behalf of the City.

Summary: The Arizona State Parks and Trails' Heritage Fund Local, Regional, and State Parks grant, if awarded, will augment City funds to construct two northern multi-use fields in Sundance Park Phase II. The City is seeking a grant of \$500,000 matched with \$162,500 in an awarded Arizona Sports and Tourism Authority grant and \$437,500 in City funds budgeted in the Fiscal Year 2021-2022 Capital Improvement Plan.

Staff Liaison: Robert Wisener, Administration and Project Manager, rwisener@buckeyeaz.gov, (623) 349-6621

- *6.K** Council to take action on the prepayment of the Greater Arizona Development Authority (GADA) Loan Agreement, dated May 1, 2007, in an amount not to exceed \$1,245,000.

Summary: Approving the early prepayment of the principal balance of the GADA loan dated May 1, 2007 is estimated to save the City \$358,000 in interest.

Staff Liaison: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161

- *6.L** Council to take action on a Final Plat for Desert Moon Estates-Phase 2-Parcel 5 generally located south and east of the southeast corner of the West Yuma Road and South Apache Road intersection.

Summary: The applicant has requested approval of a Final Plat of Phase 2-Parcel 5 of Desert Moon Estates. The 30.03 acre plat is located generally south and east of the southeast corner of West Yuma Road and South Apache Road and includes 84 single family home lots. Requested

by David George of HilgartWilson, LLC on behalf of Forestar (USA) Real Estate Group Inc. A Delaware Corporation.

Staff Liaison: Patricia Cooley, Planner I, pcooley@buckeyeaz.gov, (623) 349-6233

***6.M Council to take action on the appointment of Charles Hester as an Alternate Member (At-Large) of the Planning and Zoning Commission with a term expiration date of December, 2025.**

Summary: The City encourages community involvement in our programs through our boards and commissions. Mr. Hester will be appointed to the vacant At-Large Alternate Member seat for a four-year term.

Staff Liaison: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914

***6.N Council to take action on the One Arizona Opioid Agreement, and authorize the Mayor to execute and deliver said Agreement on behalf of the City.**

Summary: 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 December 2020 Council approved the One Arizona Opioid Settlement Memorandum of Understanding (MOU) between the State and Participating Local Governments. The MOU served to jointly approach settlement negotiations with the Pharmaceutical Supply Chain Participants. Proposed final settlements have been reach. In order to receive money from these proposed settlements, it is necessary for the city to sign the One Arizona Opioid Agreement.

Staff Liaison: Nancy Love, Human Resources Director, nlove@buckeyeaz.gov, (623) 349-6255

7. Public Hearings / Non-Consent - New Business

7.A Council to hold a public hearing and take action on the request for a Series 10 Beer and Wine Store Liquor License Application for Aldi #152, to be located at 1361 South Watson Road.

Summary: Aldi #152 is requesting approval for a new Series 10 Beer and Wine Store Liquor License. The building is currently being constructed and is not in operation at this time. The application was legally posted on October 7, 2021.

Staff Liaison: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911

7.B Council to hold a public hearing and take action on Ordinance No. 16-21 amending the Zoning Map of the City of Buckeye on approximately 29 acres located generally west of the southwest corner of 1st Street (Miller Road) and Monroe Avenue (MC 85), from PR, Planned Residential, and CC, Commercial Center, to DC, Downtown Commercial.

Summary: Greg Davis, Iplan Consulting on behalf of Rico West, Carefree Buckeye 29, LLC request a rezone from Planned Residential (PR) and Commercial Center (CC) district(s) to a Downtown Commercial (DC) district on approximately 29 acres generally located west of the SWC of 1st Street (Miller Road) and MC-85 (Monroe Avenue).

Staff Liaison: Andrea Marquez, Planner II, amarquez@buckeyeaz.gov, (623) 349-6220

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

9. Comments from the Mayor and Council

Mayor and Council may present a brief summary on current events and/or report on any of the Boards and Commissions and other organizations as necessary.

Vice Mayor Youngker:

Public Safety Retirement Board (Police)

Airport Advisory Board

Main Street Board

Councilmember HagEstad:

Councilmember Goodman:

Valley Metro RPTA Board

WESTMARC

Councilmember Guy:

Buckeye Youth Council

Community Development Advisory Committee (CDAC Regular Member)

Councilmember Heustis:

Library Advisory Board

Planning and Zoning Commission Public Safety Retirement Board (Fire)

Buckeye Pollution Control Corporation (BPCC)

Chamber of Commerce Council Liaison

Councilmember Hess:

Community Development Advisory Committee (CDAC Alternate Member)

Community Services Advisory Board

Southwest Lending Closet Board

Mayor Orsborn:

MAG Regional Council - Member

MAG Economic Development Committee - Member

MAG Transportation Policy Committee - Member

Great Phoenix Economic Council (GPEC)

The Council may not propose, discuss, deliberate, or take any legal action on information presented. Council may direct inquiries to staff.

10. Council will make a motion to adjourn the meeting

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

MEETING DATE: 11/02/21	AGENDA ITEM: 4.A. Minutes
DATE PREPARED: 10/29/21	DISTRICT NO.: ALL
STAFF LIAISON:	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Minutes

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on approval of the October 5, 2021 Council Workshop Minutes and October 5, 2021 Regular Council Meeting Minutes.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Council to take action on approval of the October 5, 2021 Council Workshop Minutes and October 5, 2021 Regular Council Meeting Minutes.

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

ATTACHMENTS:

[10.05.2021 Council Workshop Minutes.pdf](#)

[10.05.2021 Regular Council Meeting Minutes.pdf](#)



**CITY OF BUCKEYE
COUNCIL WORKSHOP
OCTOBER 5, 2021
MINUTES**

**City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
3:30 PM**

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 3:30 p.m.

Members Present: Councilmember Goodman, Councilmember HagEstad, Councilmember Guy, Councilmember Hess, Councilmember Heustis, Vice Mayor Youngker, and Mayor Orsborn.

Members Absent: None.

Departments Present: City Manager Roger Klingler, Assistant City Manager James Shano, Deputy City Manager Dave Roderique, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Mayor Christine Grundy, and Information Technology Director Greg Platacz.

2. Workshop Items

Workshop Items were heard out of order; Item 2.B was heard before Item 2.A.

2.A National Demographics Corporation (NDC) will present information regarding redistricting services.

Staff Liaison: Lucinda Aja, City Clerk

Ms. Aja opened the presentation and introduced Douglas Johnson and Ivy Beller Sakanski with National Demographics Corporation. The City entered into a contract with consultant NDC to provide redistricting services for the City's six districts. Redistricting occurs every ten years and after each census. Ms. Beller Sakanski provided an overview of the redistricting process, a timeline of redistricting activities, and rules and goals. NDC and staff are seeking Council direction and will gather feedback from the community through outreach and public meetings. Federal laws require districts to have equal population, adherence to the Federal Voting Rights Act, and no racial gerrymandering. Arizona State laws require nearly equal number of inhabitants and contiguous territory in as compact form as possible. Traditional redistricting principles were listed and described. Mr. Johnson displayed and reviewed a demographic summary of existing districts in the City. A population shift is required based on the census results and each district must contain approximately 15,250 people; districts four and six are over-populated; districts two, three, and five are significantly under-populated; Latinos are especially concentrated in districts one and two. Mayor Orsborn requested clarification regarding the over-populated districts. Mr. Johnson confirmed district six is over-populated by approximately ten thousand residents, district four is over-populated by approximately five thousand residents, and a shift in

population will be necessary. A public mapping tool option will be available to residents who may use the tool to draw and submit their own maps and recommendations. Vice Mayor Youngker requested further clarification regarding planned growth. Mr. Johnson clarified a district may be underpopulated by no more than five percent to compensate for planned growth; stated the rate of growth in comparison to other districts must be considered. Councilmember Heustis requested further information regarding the mapping tool; stated the census figures do not reflect recent growth in the City. Mr. Johnson clarified the online mapping tool will be available to be used by residents and allows for moving current district lines and will reflect how those shifts will impact the population of that district; stated a mid-decade census is allowed and those figures may be used to redistrict prior to the next census. Ms. Aja provided further information regarding public meetings held during the last redistricting process. Mr. Johnson stated the delay in receiving the census results has drastically affected the timeline for public outreach and public meetings; stated the target population for each district is approximately 15,250. Councilmember Hess requested further information regarding public outreach and the expected timeline; stated example maps for the public to review may be helpful. Mr. Johnson stated the online mapping tool will be provided to residents and the public outreach meetings will include direction on use of the tool; confirmed a Council workshop is scheduled for November 16, 2021 with example maps for review. Ms. Aja stated adoption of the final district map will depend on direction from Council, with an expected timeline adoption in December 2021. Mayor Orsborn presented statements regarding the City's growth and how much those growth patterns will shift populations within the six districts; requested further information regarding use of census figures when redistricting. Mr. Johnson stated the figures used to determine population numbers must be the figures from the census, but slight deviations are allowed within the laws governing redistricting. General discussion was held regarding the redistricting process, growth within the City, and the potential need to conduct a mid-decade census and adjust district lines in 2025.

2.B Presentation and discussion of the City of Buckeye geographic information system (GIS).

Staff Liaison: Greg Platacz, Information Technology Director

Mr. Platacz opened the presentation and provided an overview of the information to be provided regarding the City's GIS; introduced GIS Administrator Kris Estes. Mr. Estes recognized the GIS team; reviewed the datasets and systems that make up the City's GIS infrastructure and provided a history of the GIS program and infrastructure. Data contained within the GIS includes streets and addresses, and utilities infrastructure and assets such as meters, hydrants, and valves. GIS information exists to assist public safety and all other departments within the City. Mayor Orsborn requested further information regarding data collection. Mr. Estes clarified GIS provides real time information acquisition utilized by Water Resources staff to accurately locate assets. Councilmember Hess requested further clarification regarding public facing GIS information. Mr. Estes clarified the GIS information that can be accessed by the public and the different layers of information within the system. The City's GIS also contains information gathered related to use of the utility billing assistance program. The main objective with GIS is integration of information and utilizing the information to determine needs and opportunities for process improvements. Mayor Orsborn requested clarification regarding accuracy of data collection. Mr. Estes provided further information regarding the real time collection of data that is communicated within the City's programs and related to meter reading and water usage with an approximate 99.26 percent accuracy. Councilmember Hess requested further information regarding GIS layers. Mr. Estes confirmed there are several layers residents can access to review information and stated there is a school district layer. Public safety applications and resources were reviewed; data is inserted into the GIS program and used for analysis. A program was recently initiated between the GIS team, Water Resources, and the Fire Department to determine and map fire hydrant locations and determine maintenance needs. The Buckeye Connects GIS portal was displayed and reviewed, which includes information for potential economic development opportunities. Mayor Orsborn stated the information should be updated regularly. GIS layers available for public review and use were displayed and described. Councilmember Heustis requested further information regarding access to the GIS portal. Mr. Estes described accessing the GIS portal and maps on the City's website.

3. Adjournment.

A motion was made by Vice Mayor Youngker and seconded by Councilmember Hess to adjourn the meeting at 4:51 p.m. Motion passed unanimously.

October 5, 2021 Council Workshop Minutes

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 October 5, 2021. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
OCTOBER 5, 2021
MINUTES**

**City Council Chambers
530 E. Monroe Ave.
Buckeye, AZ 85326
6:00 PM**

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

Mayor Orsborn called the meeting to order at 6:00 p.m.; Pastor Bryan Wright of The Citadel of Priase Christian Church led the invocation; Vice Mayor Youngker led the Pledge of Allegiance.

Members Present: Councilmember Goodman, Councilmember HagEstad, Councilmember HagEstad, Councilmember Hess, Councilmember Guy, Councilmember Heustis, Vice Mayor Youngker, and Mayor Orsborn.

Members Absent: None.

Departments Present: City Manager Roger Klingler, Assistant City Manager James Shano, Deputy City Manager Dave Roderique, City Attorney Shiela Schmidt, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Mayor and Council Christine Grundy, Interim Fire Chief Bill Stockley, Police Chief Larry Hall, Chief Financial Officer William Kauppi, Human Resources Director Nancy Love, Public Works Director Scott Lowe, City Engineer Scott Zipprich, Development Services Director Brian Craig, Water Resources Director Alisha Solano, Information Technology Director Greg Platacz, and Community Services Director Miranda Gomez.

2. Comments from the Public – None.

3. Awards/Presentations/Proclamations

3.A Mayor Orsborn recognized the retirement of Mike Miller, Tax Auditor, Buckeye Finance Department.

3.B Waste Management presented Buckeye Elementary School District Education Foundation with a donation.

4. Minutes - None.

5. Expenditures

5.A Council to take action on the request to ratify the payment of the accounts payable expenditures made. Copies of invoices are available at City Hall.

A motion was made by Councilmember Heustis and seconded by Vice Mayor Youngker to ratify the payment of the accounts payable expenditures made. Copies of invoices are available at City Hall.

6. 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 *6.A, *6.B, *6.C, *6.D, *6.E, *6.F, *6.G, *6.H, *6.I, *6.J, *6.K, *6.L, *6.M, and *6.N. Motion passed unanimously.

- *6.A Council to take action on the appointment of Elizabeth Zamora as a Regular Member of the Community Services Advisory Board with a term expiration date of December, 2025; the removal of Thomas Marcinko as a Regular Member (At-Large) of the Planning and Zoning Commission; and the appointment of Tedy Burton as a Regular Member (At-Large) of the Planning and Zoning Commission with a term expiration date of December, 2025.**
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the appointment of Elizabeth Zamora as a Regular Member of the Community Services Advisory Board with a term expiration date of December, 2025; the removal of Thomas Marcinko as a Regular Member (At-Large) of the Planning and Zoning Commission; and the appointment of Tedy Burton as a Regular Member (At-Large) of the Planning and Zoning Commission with a term expiration date of December, 2025.

- *6.B Council to take action on the Cooperative Contract Purchase Addendum (Contract No. 2022010) between the City of Buckeye, an Arizona municipal corporation and Legend Technical Services of Arizona, Inc., an Arizona corporation through the City of Chandler (Contract No. PWS-962-4035) for laboratory testing services; and authorizing the Mayor to execute and deliver said Contract on behalf of the City.**
Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved the Cooperative Contract Purchase Addendum (Contract No. 2022010) between the City of Buckeye, an Arizona municipal corporation and Legend Technical Services of Arizona, Inc., an Arizona corporation through the City of Chandler (Contract No. PWS-962-4035) for laboratory testing services; and authorizing the Mayor to execute and deliver said Contract on behalf of the City.

- *6.C Council to take action on Task Order No. 12 to the On-Call Consulting for Engineering and Contractual Services Contract (No. 2016-020-001) between the City of Buckeye, an Arizona municipal corporation, and Wood Environmental and Infrastructure Solutions, Inc., an Arizona corporation, to provide limited construction and post-construction services for Sundance Water Reclamation Facility Sequencing Batch Reactor 1 and 2 rehabilitation; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.**
Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved Task Order No. 12 to the On-Call Consulting for Engineering and Contractual Services Contract (No. 2016-020-001) between the City of Buckeye, an Arizona municipal corporation, and Wood Environmental and Infrastructure Solutions, Inc., an Arizona corporation, to provide limited construction and post-construction services for Sundance Water Reclamation Facility Sequencing Batch Reactor 1 and 2 rehabilitation; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

- *6.D Council to take action on the Construction Contract (No. 2022002) between the City of Buckeye, an Arizona municipal corporation, and A J P Electric, Inc., an Arizona corporation, for labor, materials, equipment and services required to complete the intersection improvements at Miller Road and Broadway Road; and authorizing the Mayor to execute and deliver said contract on behalf of the City.**
Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved on the Construction Contract (No. 2022002) between the City of Buckeye, an Arizona municipal corporation, and A J P Electric, Inc., an Arizona corporation, for labor, materials, equipment and services required to complete the intersection improvements at Miller Road and Broadway Road; and authorizing the Mayor to execute and deliver said contract on behalf of the City.

- *6.E Council to take action on the Central Arizona Project (CAP) Municipal and Industrial Water 2022 Delivery Agreement between the City of Buckeye, an Arizona municipal corporation, and Del Webb Corporation, a Delaware corporation, for the delivery of 237 acre-feet of CAP Water to Festival Ranch; and authorizing the Mayor to execute and deliver said Agreement.**

Staff Liaison: Alisha Solano, Water Resources Director

Council approved the Central Arizona Project (CAP) Municipal and Industrial Water 2022 Delivery Agreement between the City of Buckeye, an Arizona municipal corporation, and Del Webb Corporation, a Delaware corporation, for the delivery of 237 acre-feet of CAP Water to Festival Ranch; and authorizing the Mayor to execute and deliver said Agreement.

- *6.F Council to take action on the Airport Property Lease Agreement between the City of Buckeye, an Arizona municipal corporation, and NWSkysports, a sole proprietorship; and authorizing the Mayor to execute and deliver said agreement.**

Staff Liaison: Jeff Webbe, Airport Coordinator

Council approved the Airport Property Lease Agreement between the City of Buckeye, an Arizona municipal corporation, and NWSkysports, a sole proprietorship; and authorizing the Mayor to execute and deliver said Agreement.

- *6.G Council to take action on the Airport Property Lease Agreement between the City of Buckeye, an Arizona municipal corporation, and Copperstate Fly-In, an Arizona domestic non-profit corporation; and authorizing the Mayor to execute and deliver said Agreement.**

Staff Liaison: Jeff Webbe, Airport Coordinator

Council approved the Airport Property Lease Agreement between the City of Buckeye, an Arizona municipal corporation, and Copperstate Fly-In, an Arizona domestic non-profit corporation; and authorizing the Mayor to execute and deliver said Agreement.

- *6.H Council to take action on the Airport Property Lease Agreement between the City of Buckeye, an Arizona municipal corporation, Skydive Buckeye, LLC, an Arizona limited liability company and Desert Petroleum, LLC, an Arizona limited liability company; and authorizing the Mayor to execute and deliver said Agreement.**

Staff Liaison: Jeff Webbe, Airport Coordinator

Council approved the Airport Property Lease Agreement between the City of Buckeye, an Arizona municipal corporation, Skydive Buckeye, LLC, an Arizona limited liability company and Desert Petroleum, LLC, an Arizona limited liability company; and authorizing the Mayor to execute and deliver said Agreement.

- *6.I Council to take action on the First Amendment to Fuel Concession Agreement between Desert Petroleum, LLC, an Arizona limited liability company, owned by Skydive Buckeye, and the City of Buckeye, an Arizona municipal corporation; and authorizing the Mayor to execute and deliver said agreement.**

Staff Liaison: Jeff Webbe, Airport Coordinator

Council approved the First Amendment to Fuel Concession Agreement between Desert Petroleum, LLC, an Arizona limited liability company, owned by Skydive Buckeye, and the City of Buckeye, an Arizona municipal corporation; and authorizing the Mayor to execute and deliver said agreement.

- *6.J Council to take action on Resolution No. 71-21 approving a Grant Pass-Thru Agreement between the City of Buckeye and the City of Phoenix, relating to Federal Transit Administration Grant funds for expansion of the East Buckeye Park and Ride; and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.**
Staff Liaison: Scott Lowe, Public Works Director

Council adopted Resolution No. 71-21 approving a Grant Pass-Thru Agreement between the City of Buckeye and the City of Phoenix, relating to Federal Transit Administration Grant funds for expansion of the East Buckeye Park and Ride; and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.

- *6.K Council to take action on Resolution No. 72-21 enlarging City of Buckeye Street Lighting Improvement District No. 2006-SLID-017; ordering recording and filing of this Resolution.**
Staff Liaison: Scott Lowe, Public Works Director

Council adopted Resolution No. 72-21 enlarging City of Buckeye Street Lighting Improvement District No. 2006-SLID-017; ordering recording and filing of this Resolution.

- *6.L Council to take action on Resolution No. 73-21 accepting a Petition, Waiver and Consent to Formation of a Maintenance Improvement District by the City of Buckeye; declaring the intention to form a Maintenance Improvement District; designating such District as "City of Buckeye Maintenance Improvement District No. 2020-MID-005"; and providing for the annual levy of taxes or an annual assessment against the lots within the District in proportion to the benefits received.**
Staff Liaison: Scott Lowe, Public Works Director

Council adopted Resolution No. 73-21 accepting a Petition, Waiver and Consent to Formation of a Maintenance Improvement District by the City of Buckeye; declaring the intention to form a Maintenance Improvement District; designating such District as "City of Buckeye Maintenance Improvement District No. 2020-MID-005"; and providing for the annual levy of taxes or an annual assessment against the lots within the District in proportion to the benefits received.

- *6.M Council to take action on Resolution No. 74-21 ordering the work as described in Resolution No. 73-21; ordering the formation of City of Buckeye Maintenance Improvement District No. 2020-MID-005.**
Staff Liaison: Scott Lowe, Public Works Director

Council adopted Resolution No. 74-21 ordering the work as described in Resolution No. 73-21; ordering the formation of City of Buckeye Maintenance Improvement District No. 2020-MID-005.

- *6.N Council to take action on Resolution No. 77-21 approving and ratifying City Council's July 6, 2021 approval of the Subcontract among the United States Bureau of Reclamation, the Central Arizona Water Conservation District and the City of Buckeye providing for water service; and authorizing the City Manager to execute and deliver said Subcontract on behalf of the City.**
Staff Liaison: Lucinda Aja, City Clerk

Council adopted Resolution No. 77-21 approving and ratifying City Council's July 6, 2021 approval of the Subcontract among the United States Bureau of Reclamation, the Central Arizona Water Conservation District and the City of Buckeye providing for water service; and authorizing the City Manager to execute and deliver said Subcontract on behalf of the City.

7. Public Hearings / Non-Consent - New Business

7.A Council to take action on the Fiscal Year 2021-2022 Memorandum of Understanding (MOU) between the City of Buckeye and the White Tank Mountains Conservancy; and authorizing the Mayor to execute and deliver said MOU on behalf of the City.

Staff Liaison: Robert Wisener, Administration and Project Manager

Mr. Wisener provided information regarding the MOU between the City and the White Tank Mountains Conservancy (the Conservancy). The Conservancy has worked alongside the City for several years since becoming a non-profit in 2015. The Conservancy's mission to inspire all to conserve and enjoy the natural and cultural resources of the White Tank Mountains aligns closely with the guiding principles for Skyline Regional Park located in the southern half of the mountain range. The Memorandum of Understanding will formalize the relationship with the City and help accomplish common goals and objectives for the long-term protection and preservation of the White Tank Mountains. Les Myers, Executive Director of the Conservancy, provided information regarding the Conservancy, its goals, and the challenges faced by the organization. Councilmember Guy stated the importance of conserving the City's beauty and open space. A motion was made by Councilmember Hess and seconded by Vice Mayor Youngker to approve the Fiscal Year 2021-2022 Memorandum of Understanding (MOU) between the City of Buckeye and the White Tank Mountains Conservancy; and authorizing the Mayor to execute and deliver said MOU on behalf of the City. Motion passed unanimously.

7.B Council to take action on Resolution No. 67-21 approving the Public Infrastructure Reimbursement Agreement between the City of Buckeye, an Arizona Municipal Corporation, Buckeye Phase I Owner, LLC, a Delaware Limited Liability Company, and Buckeye Phase II Owner, LLC, a Delaware Limited Liability Company, relating to reimbursement of costs for regional public infrastructure to be constructed by Buckeye Phase I Owner, LLC and Buckeye Phase II Owner, LLC and thereafter conveyed to the City of Buckeye; and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.

Staff Liaison: Scott Zipprich, City Engineer; Dave Roderique, Deputy City Manager

Mr. Roderique provided an overview of Resolution No. 67-21 approving a Public Infrastructure Reimbursement Agreement. U.S. Capital Development LLC is the owner of approximately 179 acres at the northwest corner of Perryville Road and McDowell Road and plans to construct a new industrial park, with an ultimate 2.7 million square feet of space. The public infrastructure to be constructed and installed by Owner, while necessary to serve development within their facility, also includes certain improvements that are of regional benefit to the City and its residents. Given the regional significance of the public infrastructure, the City is willing to reimburse the owner for these regional improvements subject to the terms and conditions set forth in the presented agreement. Regional public infrastructure improvements include the construction of a new sewer line running from Perryville and Van Buren north to approximately Perryville and Virginia, with an estimated cost of \$4,700,561, and regional drainage facilities to channel storm water that currently flows from the northwestern corner of U.S. Capital's site to the Perryville and Van Buren intersection, with an estimated cost of \$3,186,650, plus land on which to construct the drainage improvements totaling \$1,820,889, for a total cost not to exceed \$9,708,100. Owner shall begin construction of the infrastructure no later than July 30, 2022 and be completed no later than September 30, 2023. Owner acknowledges and agrees 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. The infrastructure reimbursement amount applies to the

regional public infrastructure improvements only and shall not exceed \$9,708,100. These improvements will not only allow for the development of the Paloma Vista I-10 Logistics Center, but other properties in the area. The industrial lands in this area are in high demand, and it is likely that this action will help to ultimately facilitate up to five thousand new jobs in this area. Councilmember Guy requested clarification regarding reimbursement to the City. Mr. Roderique clarified that as this project and other projects develop the fees and revenues generated would more than reimburse the City for reimbursement monies paid under this Agreement. Councilmember Hess requested clarification regarding fees and revenues generated from this project and other projects; requested further information regarding use. Mr. Roderique clarified the use of fees and revenues generated will be a Council policy decision during the annual budget process; stated staff expects use of the site to either be logistics or advanced manufacturing; provided clarification regarding project and building size. A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to adopt Resolution No. 67-21 approving the Public Infrastructure Reimbursement Agreement between the City of Buckeye, an Arizona Municipal Corporation, Buckeye Phase I Owner, LLC, a Delaware Limited Liability Company, and Buckeye Phase II Owner, LLC, a Delaware Limited Liability Company, relating to reimbursement of costs for regional public infrastructure to be constructed by Buckeye Phase I Owner, LLC and Buckeye Phase II Owner, LLC and thereafter conveyed to the City of Buckeye; and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City. Motion passed unanimously.

7.C Council to take action on Resolution No. 66-21 approving the Public Infrastructure Reimbursement Agreement between the City of Buckeye and Buckeye I-10 Logistics, LLC, relating to reimbursement of costs for regional public infrastructure to be constructed by Buckeye I-10 Logistics, LLC and thereafter conveyed to the City of Buckeye; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City.

Staff Liaison: Scott Zipprich, City Engineer; Dave Roderique, Deputy City Manager

Mr. Roderique provided an overview of Resolution No. 66-21 approving a Public Infrastructure Reimbursement Agreement. Buckeye I-10 Logistics, LLC is the owner of approximately 290 acres at the northeast and southeast corners of I-10 and the Dean Road alignment, commonly referred to as the "Verrado Commerce Center", and plans to construct a new 640,000 square foot speculative industrial building at the corner of Van Buren and 215th Avenue. The public infrastructure to be constructed and installed by the Owner, while necessary to serve development, also includes certain improvements that are of regional benefit to the City and its residents. Given the regional significance of the public infrastructure, the City is willing to reimburse the owner for these regional improvements subject to the terms and conditions set forth in the presented agreement. Improvements include roadway improvements on Van Buren and 215th Avenues and regional drainage and utility improvements. Owner shall begin construction of the infrastructure no later than May 21, 2022 and be completed no later than August 21, 2023. Owner acknowledges and agrees that reimbursement of infrastructure will take place 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. The infrastructure reimbursement amount applies to the regional public infrastructure improvements only and shall not exceed \$961,196.15. Councilmember Hess requested further information regarding the project timeline and roadway improvements. Mr. Roderique stated the developer would like to move forward with the project as soon as possible; provided clarification regarding roadway improvements. Councilmember Heustis requested further information regarding roadway improvements and traffic impacts in the area of this project. Mr. Roderique stated a future interchange is planned at Dean Road, but there is not yet funding for that interchange. Senior Civil Engineer John Willett provided information regarding roadway improvements in the area and challenges with the City's ability to construct those improvements because of State land to the south; stated striping solutions may assist with mitigating truck traffic concerns. Vice Mayor Youngker requested clarification regarding State land. Mr. Willett provided further information and clarification regarding the location of State land and the City's ability to acquire that land for roadway improvements. Councilmember Heustis requested further information regarding Van Buren Street; presented statements regarding truck traffic concerns. Mr. Willett confirmed that, in the interim scenario and in the area of this project, Van Buren Street cannot be widened to more than the current one-lane both

directions; expected truck traffic routes were reviewed. A motion was made by Councilmember Goodman and seconded by Vice Mayor Youngker to adopt Resolution No. 66-21 approving the Public Infrastructure Reimbursement Agreement between the City of Buckeye and Buckeye I-10 Logistics, LLC, relating to reimbursement of costs for regional public infrastructure to be constructed by Buckeye I-10 Logistics, LLC and thereafter conveyed to the City of Buckeye; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City. Councilmember Goodman, Councilmember HagEstad, Councilmember Hess, Councilmember Guy, Vice Mayor Youngker and Mayor Orsborn voted aye; Councilmember Heustis voted nay. Motion carried.

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

Mr. Klingler presented a brief summary of current events.

9. Comments from the Mayor and Council

Councilmember Hess: no comment.

Councilmember Guy: no comment.

Councilmember Heustis: invited residents to attend upcoming events in the City's downtown area.

Councilmember Goodman: no comment.

Councilmember HagEstad: no comment.

Vice Mayor Youngker: invited residents to attend upcoming events in the City's downtown area.

Mayor Orsborn: presented statements regarding the recent and successful Dog Days of Buckeye event; thanked staff for adding colored lights to City Hall supporting Breast Cancer Awareness and Domestic Violence Awareness.

10. Council will make a motion to adjourn the meeting

A motion was made by Vice Mayor Youngker and seconded by Councilmember Hess to adjourn the meeting at 7:04 p.m. Motion passed unanimously.

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 October 5, 2021. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk

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

MEETING DATE: 11/02/21	AGENDA ITEM: 5.A. City Expenditures
DATE PREPARED: 10/29/21	DISTRICT NO.: All
STAFF LIAISON:	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Expenditures

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the request to ratify the payment of the accounts payable expenditures made.
Copies of invoices are available at City Hall.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:

Council to take action on the request to ratify the payment of the accounts payable expenditures made.
Copies of invoices are available at City Hall.

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

ATTACHMENTS:

[AP Summary 10 13 21.pdf](#)

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|P 1
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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
138097 10/13/2021 PRD 5566 ACRO SERVICE CORPORATION 1456353 1,273.00 10005185 520037	09/26/2021	22200399	101321AP Professional Services General	1,273.00
ACRO SERVICE CORPORATION 1456354 763.80 10005185 520037	09/26/2021	22200399	101321AP Professional Services General	763.80
CHECK 138097 TOTAL:				2,036.80
138098 10/13/2021 PRD 5300 ADVANCED WATER SYSTEMS, LLC 544056 1,586.90 10003172 520514	09/29/2021	22200182	101321AP General Equipment Repairs	1,586.90
CHECK 138098 TOTAL:				1,586.90
138099 10/13/2021 PRD 1517 ALBERT HOLLER & ASSOCIATES September 30, 2021 5,000.00 10001110 520037	09/30/2021	22200411	101321AP Professional Services General	5,000.00
CHECK 138099 TOTAL:				5,000.00
138100 10/13/2021 PRD 1116 ARIZONA ELEVATOR SOLUTIONS, INC. 50042 745.60 10003174 520512	10/01/2021	22200195	101321AP Building Repairs	745.60
CHECK 138100 TOTAL:				745.60
138101 10/13/2021 PRD 5019 ARIZONA GENERATOR TECHNOLOGY, INC 30288-1 196.00 10003171 520515	09/23/2021	22200280	101321AP Generator R & M	196.00
ARIZONA GENERATOR TECHNOLOGY, INC 30289-1 196.00 10003171 520515	09/23/2021	22200280	101321AP Generator R & M	196.00
ARIZONA GENERATOR TECHNOLOGY, INC 30290-1 196.00 10003171 520515	09/23/2021	22200280	101321AP Generator R & M	196.00
ARIZONA GENERATOR TECHNOLOGY, INC 30343-1 1,179.66 10003171 520515	09/24/2021	22200280	101321AP Generator R & M	1,179.66
ARIZONA GENERATOR TECHNOLOGY, INC 30349-1 262.50 10003171 520515	09/24/2021	22200280	101321AP Generator R & M	262.50
ARIZONA GENERATOR TECHNOLOGY, INC 30351-1 262.50 10003171 520515	09/24/2021	22200280	101321AP Generator R & M	262.50
ARIZONA GENERATOR TECHNOLOGY, INC 30373-1 1,239.15 10003171 520515	09/24/2021	22200280	101321AP Generator R & M	1,239.15
ARIZONA GENERATOR TECHNOLOGY, INC 30374-1 112.00 10003171 520515	09/24/2021	22200280	101321AP Generator R & M	112.00
ARIZONA GENERATOR TECHNOLOGY, INC 30285-1	09/23/2021	22200280	101321AP	1,377.41

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| P 2
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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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				INVOICE	INV DATE	PO	CHECK	NET
				1,377.41 10003171 520515	Generator R & M			
				ARIZONA GENERATOR TECHNOLOGY, INC 30287-1	09/23/2021	22200280	101321AP	262.50
				262.50 10003171 520515	Generator R & M			
					CHECK	138101	TOTAL:	5,283.72
138102	10/13/2021	PRTD	6626 LAND ADVISORS ORGANIZATION	202110AZ	10/04/2021	22200197	101321AP	438.75
				438.75 10001187 520037	Professional Services General			
					CHECK	138102	TOTAL:	438.75
138103	10/13/2021	PRTD	5686 ARIZONA PPE RECON, INC.	3034	09/30/2021	22200022	101321AP	3,504.50
				3,504.50 10002140 520518	Equip Testing & Certification			
					CHECK	138103	TOTAL:	3,504.50
138104	10/13/2021	PRTD	1137 ARIZONA WATER COMPANY	SEPT 2021	09/30/2021	22200398	101321AP	75.00
				75.00 40013230 520037	Professional Services General			
					CHECK	138104	TOTAL:	75.00
138105	10/13/2021	PRTD	6848 AZ ENERGY ELITE ALLSTARS LLC	092521	09/25/2021	22200278	101321AP	1,856.00
				1,856.00 10004160 520013	Contract InstruC-SIC			
					CHECK	138105	TOTAL:	1,856.00
138106	10/13/2021	PRTD	1124 ARIZONA LANGUAGE SPECIALISTS	August 31 2021	08/31/2021	22200028	101321AP	1,305.00
				1,305.00 10002120 520037	Professional Services General			
					CHECK	138106	TOTAL:	1,305.00
138107	10/13/2021	PRTD	1248 BUCKEYE VALLEY CHAMBER OF COMMERC	20219022	09/22/2021	22200682	101321AP	400.00
				400.00 10001100 523025	Public Relation			
					CHECK	138107	TOTAL:	400.00
138108	10/13/2021	PRTD	3107 CALMAT CO	80881735	09/29/2021	22200336	101321AP	349.54
				349.54 38103202 520502	Street Overlay R & M			
					CHECK	138108	TOTAL:	349.54

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| P 3
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				INVOICE	INV DATE	PO	CHECK	NET
138109	10/13/2021	PRTD	1279 CANON SOLUTIONS AMERICA, INC	65233 575.31 10005185 520525	09/30/2021	22200192	101321AP Hardware Maintenance	575.31
CHECK 138109 TOTAL:								575.31
138110	10/13/2021	PRTD	5629 CARDNO, INC.	530454 1,245.27 10005185 520037	10/01/2021	22200595	101321AP Professional Services General	1,245.27
CHECK 138110 TOTAL:								1,245.27
138111	10/13/2021	PRTD	5403 CARESCAPE, INC.	4-12881 2,200.00 10004155 520035	10/08/2021	22200417	101321AP Landscaping Services	2,200.00
CHECK 138111 TOTAL:								2,200.00
138112	10/13/2021	PRTD	6878 CARLA REEVES, LLC	1407 3,000.00 35764150 521525	08/13/2021	22200473	101321AP LSTA Grant	3,000.00
CHECK 138112 TOTAL:								3,000.00
138113	10/13/2021	PRTD	5029 CDW GOVERNMENT LLC	L198375 904.05 40003210 521521 301.35 40013220 521521	09/23/2021	22200586	101321AP IT Equipment <\$5000 IT Equipment <\$5000	1,205.40
CHECK 138113 TOTAL:								1,205.40
138114	10/13/2021	PRTD	1286 CENTERLINE SUPPLY	ORD0044859 1,583.39 38103202 521715	09/30/2021	22200259	101321AP Signs & Markings	1,583.39
CHECK 138114 TOTAL:								1,583.39
138115	10/13/2021	PRTD	1299 CINTAS CORPORATION	NO.2 - LOC D53 0D53631545 1,070.00 40013222 520037	09/30/2021	22200548	101321AP Professional Services General	1,070.00
			CINTAS CORPORATION	NO.2 - LOC D53 0D53632073 810.00 40013222 520037	09/30/2021	22200548	101321AP Professional Services General	810.00
			CINTAS CORPORATION	NO.2 - LOC D53 0D53631670 386.00 40013223 520543	09/30/2021	22200546	101321AP WW R&M	386.00
			CINTAS CORPORATION	NO.2 - LOC D53 0D53631853 144.85 40013223 520543	09/30/2021	22200546	101321AP WW R&M	144.85
			CINTAS CORPORATION	NO.2 - LOC D53 0D53631649 535.00 40013225 520580	09/30/2021	22200547	101321AP WRF O&M	535.00

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| P 4
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					CHECK	138115	TOTAL:	2,945.85
138116	10/13/2021	PRTD	3021 CINTAS CORPORATION NO 3	4097429030	09/30/2021	22200213	101321AP	85.77
			85.77 38103202 521922		Uniforms			
			CINTAS CORPORATION NO 3	4097428981	09/30/2021	22200171	101321AP	78.32
			78.32 10003171 521922		Uniforms			
			CINTAS CORPORATION NO 3	4097428931	09/30/2021	22200359	101321AP	9.72
			9.72 40053205 521922		Uniforms			
					CHECK	138116	TOTAL:	173.81
138117	10/13/2021	PRTD	6911 CJK CONSULTANT LLC	3001	07/29/2021	22200432	101321AP	350.00
			350.00 35764150 521525		LSTA Grant			
					CHECK	138117	TOTAL:	350.00
138118	10/13/2021	PRTD	6642 CORE AND MAIN, LP	P595906	09/23/2021	22200534	101321AP	8,479.81
			8,479.81 40003216 520581		Well Maintenance Repair			
					CHECK	138118	TOTAL:	8,479.81
138119	10/13/2021	PRTD	1388 E-Z TOWING & RECOVERY LLC	21-0929-1595	09/29/2021	22200321	101321AP	263.50
			263.50 10002121 520033		Vehicle Towing			
					CHECK	138119	TOTAL:	263.50
138120	10/13/2021	PRTD	6562 GABOR LORANT ARCHITECTS, INC	19115-Design-08	10/03/2021	22200391	101321AP	29,954.35
			29,954.35 50214150 543058		Buckeye Pool Expansion			
					CHECK	138120	TOTAL:	29,954.35
138121	10/13/2021	PRTD	6205 GRANICUS, LLC.	140077B	05/27/2021	22200636	101321AP	7,468.45
			7,468.45 10001189 520030		Software Maintenance			
					CHECK	138121	TOTAL:	7,468.45
138122	10/13/2021	PRTD	1501 HARRINGTON INDUSTRIAL PLASTIC LLC	015R2645	08/25/2021	22200092	101321AP	9.84
			9.84 40003213 520585		Treatment Plant O&M			
					CHECK	138122	TOTAL:	9.84

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| P 5
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INVOICE	INV DATE	PO	CHECK	NET
138123 10/13/2021 PRD 5537 HAZEN AND SAWYER 20114-016-1 40,159.02 40001113 543045	09/30/2021	22200486	101321AP Wtr Treatment Farallon #16	40,159.02
CHECK 138123 TOTAL:				40,159.02
138124 10/13/2021 PRD 1491 USA BLUE BOOK 743991 794.75 40013221 521503	09/30/2021	22200223	101321AP Lab Supplies	794.75
USA BLUE BOOK 744068 44.92 40013221 521503	09/30/2021	22200223	101321AP Lab Supplies	44.92
USA BLUE BOOK 744069 21.21 40013221 521503	09/30/2021	22200223	101321AP Lab Supplies	21.21
CHECK 138124 TOTAL:				860.88
138125 10/13/2021 PRD 5180 HDR ENGINEERING, INC 1200376209 23,829.25 10005185 520006	09/22/2021	22200344	101321AP Engineering Services	23,829.25
CHECK 138125 TOTAL:				23,829.25
138126 10/13/2021 PRD 1509 HENRY SCHEIN INC 99067741 2,751.77 10002140 522153	09/22/2021	22200250	101321AP Medical Supplies	2,751.77
HENRY SCHEIN INC 98564519 913.07 10002140 522153	09/10/2021	22200250	101321AP Medical Supplies	913.07
HENRY SCHEIN INC 98645838 42.30 10002140 522153	09/14/2021	22200250	101321AP Medical Supplies	42.30
HENRY SCHEIN INC 99106264 102.47 10002140 522153	09/23/2021	22200250	101321AP Medical Supplies	102.47
HENRY SCHEIN INC 99430232 6.30 10002140 522153	09/30/2021	22200250	101321AP Medical Supplies	6.30
CHECK 138126 TOTAL:				3,815.91
138127 10/13/2021 PRD 1513 HILL BROTHERS CHEMICAL COMPANY 07109336 11,976.41 40003213 521540	09/30/2021	22200133	101321AP Chemicals	11,976.41
HILL BROTHERS CHEMICAL COMPANY 07109444 651.60 40003213 521540	09/29/2021	22200133	101321AP Chemicals	651.60
HILL BROTHERS CHEMICAL COMPANY 07109442 169.42 40003214 521540	09/29/2021	22200133	101321AP Chemicals	169.42

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| P 6
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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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INVOICE	INV DATE	PO	CHECK	NET
HILL BROTHERS CHEMICAL COMPANY 07109443 1,303.20 40003218 521540	09/29/2021	22200133	101321AP	1,303.20
	Chemicals			
HILL BROTHERS CHEMICAL COMPANY 07109441 182.45 40003215 521540	09/29/2021	22200133	101321AP	182.45
	Chemicals			
	CHECK	138127	TOTAL:	14,283.08
138128 10/13/2021 PRTD 5175 J2 ENGINEERING AND ENVIRONMENTAL 13312 5,100.46 50213170 543072	10/12/2021	22000792	101321AP	5,100.46
	Apache & Southern TS			
	CHECK	138128	TOTAL:	5,100.46
138129 10/13/2021 PRTD 1571 JAMES, COOKE & HOBSON, INC 367653 4,156.68 40013223 520543	10/05/2021	22200236	101321AP	4,156.68
	WW R&M			
	CHECK	138129	TOTAL:	4,156.68
138130 10/13/2021 PRTD 5239 JCG TECHNOLOGIES INC 8211 1,226.61 10002120 520037	10/04/2021	22200594	101321AP	1,226.61
	Professional Services General			
	CHECK	138130	TOTAL:	1,226.61
138131 10/13/2021 PRTD 5700 JOHN E WATSON 99 1,610.00 40013227 520037	10/01/2021	22200454	101321AP	1,610.00
	Professional Services General			
	CHECK	138131	TOTAL:	1,610.00
138132 10/13/2021 PRTD 6772 JUSTIFACTS CREDENTIAL VERIFICATIO 338434 2,639.69 10001115 520029	09/30/2021	22200151	101321AP	2,639.69
	Pre-Employment Testing			
	CHECK	138132	TOTAL:	2,639.69
138133 10/13/2021 PRTD 1596 LSH LIGHTS SI202028 5,212.45 10002121 521508	08/30/2021	22200419	101321AP	5,212.45
	Automotive Expenses			
LSH LIGHTS SI202039 15,086.40 10002121 541240	09/02/2021	22100918	101321AP	15,086.40
	Other Vehicles			
LSH LIGHTS SI202042 15,086.40 10002121 541240	09/02/2021	22100918	101321AP	15,086.40
	Other Vehicles			
LSH LIGHTS SI202129 2,272.90 10003173 541210	10/12/2021	22100918	101321AP	2,272.90
	Automobiles			
LSH LIGHTS SI202128	10/12/2021	22100918	101321AP	2,272.90

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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				INVOICE	INV DATE	PO	CHECK	NET
				2,272.90 10003173 541210	Automobiles			
			LSH LIGHTS	SI202130 2,272.90 10002121 541210	10/12/2021	22100918	101321AP	2,272.90
					Automobiles			
					CHECK	138133	TOTAL:	42,203.95
138134	10/13/2021	PRTD	1594 L.N. CURTIS & SONS	INV529883 383.17 10002140 522150	09/27/2021	22200063	101321AP	383.17
					Personal Protective Equipment			
			L.N. CURTIS & SONS	INV529408 941.98 10002140 522150	09/24/2021	22200063	101321AP	941.98
					Personal Protective Equipment			
					CHECK	138134	TOTAL:	1,325.15
138135	10/13/2021	PRTD	1605 LAYER 8, LLC	1638 4,745.00 10001189 520018	09/26/2021	22200516	101321AP	4,745.00
					General Contractual Services			
			LAYER 8, LLC	1639 3,997.50 10001189 520018	10/03/2021	22200516	101321AP	3,997.50
					General Contractual Services			
					CHECK	138135	TOTAL:	8,742.50
138136	10/13/2021	PRTD	1612 LIBERTY MUTUAL INSURANCE GROUP	0000471636 4,237.10 1030 216170	10/12/2021		101321AP	4,237.10
					Liberty Home & Auto Ins			
					CHECK	138136	TOTAL:	4,237.10
138137	10/13/2021	PRTD	1622 LOOMIS	12883463 500.74 10002120 520053	09/30/2021	22200041	101321AP	500.74
					Armored Car Services			
			LOOMIS	12881130 351.37 10001110 520053	09/30/2021	22200249	101321AP	1,405.48
					Armored Car Services			
					Armored Car Services			
					Armored Car Services			
					Armored Car Services			
					CHECK	138137	TOTAL:	1,906.22
138138	10/13/2021	PRTD	6135 MECHANICAL PRODUCTS SOUTHWEST, IN	412610 1,695.00 10003174 520512	09/21/2021	22200174	101321AP	1,695.00
					Building Repairs			
					CHECK	138138	TOTAL:	1,695.00

10/13/2021 16:18 |City of Buckeye, AZ - LIVE
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|P 8
|apcsbdsb

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INVOICE

INV DATE

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138139	10/13/2021	PRTD	6791	MGC CONTRACTORS, INC	JOC#02 App 4	09/30/2021	22200275	101321AP	110,346.91
				110,346.91	40001113 543042	Waterline at Airport			
						CHECK	138139	TOTAL:	110,346.91
138140	10/13/2021	PRTD	6451	NESTLE WATERS NORTH AMERICA	01i6700439637	10/02/2021	22200029	101321AP	46.97
				46.97	10002120 521501	Office Supplies			
				NESTLE WATERS NORTH AMERICA	01i6701000489	10/02/2021	22200142	101321AP	33.93
				33.93	10001115 521501	Office Supplies			
				NESTLE WATERS NORTH AMERICA	01i6700441328	10/02/2021	22200120	101321AP	793.20
				793.20	10002140 522155	Operational Supplies			
				NESTLE WATERS NORTH AMERICA	01i6700459147	10/02/2021	22200114	101321AP	205.41
				205.41	10004150 521501	Office Supplies			
						CHECK	138140	TOTAL:	1,079.51
138141	10/13/2021	PRTD	999996	Elevation Solar	ELECR-21-1223	09/22/2021		101321AP	65.00
				65.00	10005180 431600	Vertical Construction			
						CHECK	138141	TOTAL:	65.00
138142	10/13/2021	PRTD	999996	Huitt - Zollars	ENGRPT-21-0012	10/11/2021		101321AP	160.00
				160.00	10005180 431100	Civil Eng Processes			
						CHECK	138142	TOTAL:	160.00
138143	10/13/2021	PRTD	6815	WHITE TANKS GOJU RYU	0009	10/04/2021	22200276	101321AP	915.00
				915.00	10004160 520013	Contract Instruc-SIC			
						CHECK	138143	TOTAL:	915.00
138144	10/13/2021	PRTD	3024	PBC PHOENIX INC	519706	07/31/2021	22200653	101321AP	1,012.00
				1,012.00	10003170 520019	Custodial Contract (PW)			
				PBC PHOENIX INC	519586	07/14/2021	22200652	101321AP	1,000.00
				1,000.00	10003170 520019	Custodial Contract (PW)			
				PBC PHOENIX INC	519694	07/31/2021	22200652	101321AP	467.68
				467.68	10003170 520019	Custodial Contract (PW)			
				PBC PHOENIX INC	519696	07/31/2021	22200693	101321AP	633.84
				633.84	40003210 520019	Custodial Contract (PW)			

10/13/2021 16:18 | City of Buckeye, AZ - LIVE
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| P 9
| apcsbdsb

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INVOICE	INV DATE	PO	CHECK	NET
PBC PHOENIX INC 519690 1,033.20 35754150 520019	07/31/2021	22200651	101321AP Custodial Contract (PW)	1,033.20
PBC PHOENIX INC 519695 2,396.00 10003170 520019	07/31/2021	22200652	101321AP Custodial Contract (PW)	2,396.00
PBC PHOENIX INC 519693 841.76 10003170 520019	07/31/2021	22200652	101321AP Custodial Contract (PW)	841.76
PBC PHOENIX INC 519689 516.10 10003170 520019	07/31/2021	22200652	101321AP Custodial Contract (PW)	516.10
PBC PHOENIX INC 519692 1,623.20 10003176 520019	07/31/2021	22200656	101321AP Custodial Contract	1,623.20
PBC PHOENIX INC 519698 407.84 10003175 520019	07/31/2021	22200655	101321AP Custodial Contract	407.84
PBC PHOENIX INC 519699 3,504.16 10003174 520019	07/31/2021	22200654	101321AP Custodial Contract	3,504.16
PBC PHOENIX INC 519700 1,273.22 10003177 520019	07/31/2021	22200657	101321AP Custodial Contract	1,273.22
PBC PHOENIX INC 519701 4,956.30 10003170 520019	07/31/2021	22200652	101321AP Custodial Contract (PW)	4,956.30
PBC PHOENIX INC 519702 2,315.56 10003177 520019	07/31/2021	22200657	101321AP Custodial Contract	2,315.56
PBC PHOENIX INC 519703 960.00 10003177 520019	07/31/2021	22200657	101321AP Custodial Contract	960.00
PBC PHOENIX INC 519709 354.08 10003170 520019	07/31/2021	22200652	101321AP Custodial Contract (PW)	354.08
PBC PHOENIX INC 519982 500.50 10003170 520019	07/30/2021	22200652	101321AP Custodial Contract (PW)	500.50
PBC PHOENIX INC 519983 623.22 10003170 520019	07/31/2021	22200652	101321AP Custodial Contract (PW)	623.22
PBC PHOENIX INC 519984 1,278.68 10003170 520019	07/31/2021	22200652	101321AP Custodial Contract (PW)	1,278.68
CHECK 138144 TOTAL:				25,697.34
138145 10/13/2021 PRD 1754 PETTY CASH - WINTER WONDERLAND 2,000.00 9999	10302021 102065	10/05/2021	101321AP Cash Drawer - City Events	2,000.00

10/13/2021 16:18 | City of Buckeye, AZ - LIVE
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| P 10
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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INVOICE

INV DATE

PO

CHECK

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						CHECK	138145	TOTAL:	2,000.00
138146	10/13/2021	PRTD	6889	PUBLIC SAFETY CRISIS SOLUTIONS LL 4851	270.00 10001115 520037	09/12/2021	22200640	101321AP	270.00
				PUBLIC SAFETY CRISIS SOLUTIONS LL 4860	540.00 10001115 520037	09/12/2021	22200640	101321AP	540.00
						CHECK	138146	TOTAL:	810.00
138147	10/13/2021	PRTD	6627	RAPIDSCALE	1,972.85 10001189 520030	10/01/2021	22200076	101321AP	1,972.85
						CHECK	138147	TOTAL:	1,972.85
138148	10/13/2021	PRTD	5374	RDO EQUIPMENT CO.	1,099.33 38103202 521508	10/05/2021	22200211	101321AP	1,099.33
				RDO EQUIPMENT CO.	135.75 38103202 521508	10/05/2021	22200211	101321AP	135.75
						CHECK	138148	TOTAL:	1,235.08
138149	10/13/2021	PRTD	6903	RELX INC.	103.84 10002120 526121	09/30/2021	22200015	101321AP	103.84
						CHECK	138149	TOTAL:	103.84
138150	10/13/2021	PRTD	5194	RICOH USA, INC.	18,749.14 10001189 520020	09/27/2021	22200367	101321AP	18,749.14
						CHECK	138150	TOTAL:	18,749.14
138151	10/13/2021	PRTD	1865	SALT RIVER EXTRACTION LLC	2,038.30 40003216 520585	09/14/2021	22200385	101321AP	2,038.30
				SALT RIVER EXTRACTION LLC	3,277.60 40003218 520585	09/16/2021	22200385	101321AP	3,277.60
						CHECK	138151	TOTAL:	5,315.90
138152	10/13/2021	PRTD	6941	SCOTTSDALE GOLF CARTS SALES & REN 1231	3,687.00 30584160 521502	09/30/2021	22200650	101321AP	3,687.00

10/13/2021 16:18 |City of Buckeye, AZ - LIVE
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|P 11
|apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	138152	TOTAL:	3,687.00
138153	10/13/2021	PRTD	5436 SKAGGS COMPANIES INC	290_A_89136_1 255.59 10002140 521922	09/20/2021	22200042	101321AP Uniforms	255.59
			SKAGGS COMPANIES INC	290_A_90399_1 59.57 10002140 521922	09/29/2021	22200042	101321AP Uniforms	59.57
					CHECK	138153	TOTAL:	315.16
138154	10/13/2021	PRTD	3089 SOMERSET LANDSCAPE LLC	PHXW 270047 610.15 40003212 520035 1,214.94 40003213 520035 637.39 40003214 520035 575.33 40003215 520035 983.90 40003216 520035 197.29 40003217 520035 1,801.79 40003218 520035	09/30/2021	22200403	101321AP Landscaping Landscaping Landscaping Landscaping Landscaping Landscaping Landscaping	6,020.79
			SOMERSET LANDSCAPE LLC	PHXW 271495 1,420.00 50012140 520035	10/01/2021	22200439	101321AP Landscaping Service	1,420.00
					CHECK	138154	TOTAL:	7,440.79
138155	10/13/2021	PRTD	5434 SOUTHWEST LENDING CLOSET INC	123 1,000.00 10001100 523025	10/08/2021	22200699	101321AP Public Relation	1,000.00
					CHECK	138155	TOTAL:	1,000.00
138156	10/13/2021	PRTD	1926 SOUTHWEST TRAFFIC ENGINEERING	18085-16 600.00 50213170 543069	10/11/2021		101321AP Miller & Southern TS	600.00
					CHECK	138156	TOTAL:	600.00
138157	10/13/2021	PRTD	1944 STANDARD PRINTING COMPANY INC	264174 283.78 40003230 520037 283.78 40013230 520037 347.85 40053230 520037	09/20/2021	22200350	101321AP Professional Services General Professional Services General Professional Services General	915.41
			STANDARD PRINTING COMPANY INC	264221 89.10 40003230 520037 89.10 40013230 520037 109.21 40053230 520037	09/27/2021	22200350	101321AP Professional Services General Professional Services General Professional Services General	287.41
					CHECK	138157	TOTAL:	1,202.82

10/13/2021 16:18 | City of Buckeye, AZ - LIVE
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| P 12
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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				INVOICE	INV DATE	PO	CHECK	NET
138158	10/13/2021	PRTD	1976 SUTPHEN CORPORATION	40051638 192.87 10003171 522155	09/27/2021	22200533	101321AP Operational Supplies	192.87
					CHECK	138158	TOTAL:	192.87
138159	10/13/2021	PRTD	1995 THE ARIZONA REPUBLIC	0004115744 88.40 10001102 523055	10/05/2021	22200052	101321AP Legal Printing and Advertising	88.40
					CHECK	138159	TOTAL:	88.40
138160	10/13/2021	PRTD	1884 THE SEGAL COMPANY	419768 2,416.67 10001115 520037	09/30/2021	22200136	101321AP Professional Services General	2,416.67
					CHECK	138160	TOTAL:	2,416.67
138161	10/13/2021	PRTD	2035 UNIFIRST CORPORATION	3152432851 9.47 35754150 521502	09/01/2021	22200055	101321AP Program Supplies/Equipment	9.47
			UNIFIRST CORPORATION	3152438736 9.47 35754150 521502	09/15/2021	22200055	101321AP Program Supplies/Equipment	9.47
					CHECK	138161	TOTAL:	18.94
138162	10/13/2021	PRTD	2038 UNITED FIRE EQUIPMENT	752116 9.88 10002140 521922	09/27/2021	22200084	101321AP Uniforms	9.88
			UNITED FIRE EQUIPMENT	752125 17.77 10002140 521922	10/04/2021	22200084	101321AP Uniforms	17.77
			UNITED FIRE EQUIPMENT	752684 174.80 10002140 522150	09/13/2021	22200067	101321AP Personal Protective Equipment	174.80
					CHECK	138162	TOTAL:	202.45
138163	10/13/2021	PRTD	2050 VALLEY METRO OFFICIALS LLC	92521 1,050.00 10004156 520014	09/25/2021	22200690	101321AP Contract Instruc - Sports	1,050.00
			VALLEY METRO OFFICIALS LLC	93021 300.00 10004156 520014	09/30/2021	22200690	101321AP Contract Instruc - Sports	300.00
					CHECK	138163	TOTAL:	1,350.00
138164	10/13/2021	PRTD	2061 VERN LEWIS WELDING SUPPLY INC	RI21090207 108.52 10002140 522153	09/30/2021	22200069	101321AP Medical Supplies	108.52

10/13/2021 16:18 | City of Buckeye, AZ - LIVE
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| P 13
 | apcshdsb

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INVOICE

INV DATE

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			VERN LEWIS WELDING SUPPLY INC	RI21090208	09/30/2021 22200069	101321AP	44.06
			44.06 10002140 522153		Medical Supplies		
					CHECK	138164 TOTAL:	152.58
138165	10/13/2021	PRTD	6158 VOIANCE LANGUAGE SERVICES, LLC	1384898	09/30/2021 22200434	101321AP	35.40
			35.40 10002121 520037		Professional Services General		
					CHECK	138165 TOTAL:	35.40
138166	10/13/2021	PRTD	2071 W.W. GRAINGER, INC	9066858888	09/27/2021 22200235	101321AP	812.86
			812.86 40013221 520540		Wastewater Plant R & M		
					CHECK	138166 TOTAL:	812.86
138167	10/13/2021	PRTD	2080 WAXIE SANITARY SUPPLY	80317315	09/23/2021 22200440	101321AP	2,749.46
			2,749.46 10002140 522155		Operational Supplies		
					CHECK	138167 TOTAL:	2,749.46
138168	10/13/2021	PRTD	2101 WESTERN MARICOPA COALITION INC	3811	10/05/2021 22200630	101321AP	6,000.00
			6,000.00 10001187 526120		Dues and Memberships		
					CHECK	138168 TOTAL:	6,000.00
138169	10/13/2021	PRTD	5256 ZUMAR INDUSTRIES, INC.	6832	09/28/2021 22200334	101321AP	10,088.63
			10,088.63 38103202 521715		Signs & Markings		
					CHECK	138169 TOTAL:	10,088.63

NUMBER OF CHECKS 73

*** CASH ACCOUNT TOTAL ***

446,632.89

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	73	446,632.89

*** GRAND TOTAL ***

446,632.89

10/13/2021 16:18 |City of Buckeye, AZ - LIVE
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 JOURNAL ENTRIES TO BE CREATED

|P 14
 |apcshdsb

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 4 432	APP 1000-201000	10/13/2021	101321AP	AP1013			Accounts Payable		182,706.92	
	APP 9999-104000	10/13/2021	101321AP	AP1013			AP CASH DISBURSEMENTS JOURNAL			446,632.89
	APP 4001-201000	10/13/2021	101321AP	AP1013			Cash in Bank - Checking			
	APP 3810-201000	10/13/2021	101321AP	AP1013			AP CASH DISBURSEMENTS JOURNAL		11,486.87	
	APP 3576-201000	10/13/2021	101321AP	AP1013			Accounts Payable		13,342.41	
	APP 4000-201000	10/13/2021	101321AP	AP1013			AP CASH DISBURSEMENTS JOURNAL		3,350.00	
	APP 4005-201000	10/13/2021	101321AP	AP1013			Accounts Payable		186,877.49	
	APP 5021-201000	10/13/2021	101321AP	AP1013			AP CASH DISBURSEMENTS JOURNAL		818.15	
	APP 1030-201000	10/13/2021	101321AP	AP1013			Accounts Payable		35,654.81	
	APP 3575-201000	10/13/2021	101321AP	AP1013			AP CASH DISBURSEMENTS JOURNAL		4,237.10	
	APP 9999-201000	10/13/2021	101321AP	AP1013			Accounts Payable		1,052.14	
	APP 3058-201000	10/13/2021	101321AP	AP1013			AP CASH DISBURSEMENTS JOURNAL		2,000.00	
	APP 5001-201000	10/13/2021	101321AP	AP1013			Accounts Payable		3,687.00	
		10/13/2021	101321AP	AP1013			AP CASH DISBURSEMENTS JOURNAL		1,420.00	
GENERAL LEDGER TOTAL									446,632.89	446,632.89
APP 9999-201010		10/13/2021	101321AP	AP1013			DT DF		444,632.89	
APP 1000-101010		10/13/2021	101321AP	AP1013			Pooled Cash Equity			182,706.92
APP 4001-101010		10/13/2021	101321AP	AP1013			Pooled Cash Equity			11,486.87
APP 3810-101010		10/13/2021	101321AP	AP1013			Pooled Cash Equity			13,342.41
APP 3576-101010		10/13/2021	101321AP	AP1013			Pooled Cash Equity			3,350.00
APP 4000-101010		10/13/2021	101321AP	AP1013			Pooled Cash Equity			186,877.49
APP 4005-101010		10/13/2021	101321AP	AP1013			Pooled Cash Equity			818.15
APP 5021-101010		10/13/2021	101321AP	AP1013			Pooled Cash Equity			35,654.81
APP 1030-101010		10/13/2021	101321AP	AP1013			Pooled Cash Equity			4,237.10

10/13/2021 16:18 |City of Buckeye, AZ - LIVE
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 JOURNAL ENTRIES TO BE CREATED

|P 15
 |apcshdsb

YEAR PER	JNL								
SRC ACCOUNT									
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
10/13/2021	101321AP	AP1013							
APP 3575-101010					Pooled Cash Equity			1,052.14	
10/13/2021	101321AP	AP1013							
APP 3058-101010					Pooled Cash Equity			3,687.00	
10/13/2021	101321AP	AP1013							
APP 5001-101010					Pooled Cash Equity			1,420.00	
10/13/2021	101321AP	AP1013							
SYSTEM GENERATED ENTRIES TOTAL							444,632.89	444,632.89	
JOURNAL 2022/04/432 TOTAL							891,265.78	891,265.78	

10/13/2021 16:18
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|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 16
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund	2022	4	432	10/13/2021	Pooled Cash Equity		182,706.92
1000-101010					Accounts Payable	182,706.92	
1000-201000							
					FUND TOTAL	182,706.92	182,706.92
1030 Payroll Fund	2022	4	432	10/13/2021	Pooled Cash Equity		4,237.10
1030-101010					Accounts Payable	4,237.10	
1030-201000							
					FUND TOTAL	4,237.10	4,237.10
3058 Comm Services Programs	2022	4	432	10/13/2021	Pooled Cash Equity		3,687.00
3058-101010					Accounts Payable	3,687.00	
3058-201000							
					FUND TOTAL	3,687.00	3,687.00
3575 Area Agency on Aging	2022	4	432	10/13/2021	Pooled Cash Equity		1,052.14
3575-101010					Accounts Payable	1,052.14	
3575-201000							
					FUND TOTAL	1,052.14	1,052.14
3576 Community Services Grants	2022	4	432	10/13/2021	Pooled Cash Equity		3,350.00
3576-101010					Accounts Payable	3,350.00	
3576-201000							
					FUND TOTAL	3,350.00	3,350.00
3810 Highway User Revenue Fund	2022	4	432	10/13/2021	Pooled Cash Equity		13,342.41
3810-101010					Accounts Payable	13,342.41	
3810-201000							
					FUND TOTAL	13,342.41	13,342.41
4000 Water Utility Fund	2022	4	432	10/13/2021	Pooled Cash Equity		186,877.49
4000-101010					Accounts Payable	186,877.49	
4000-201000							
					FUND TOTAL	186,877.49	186,877.49
4001 Wastewater Fund	2022	4	432	10/13/2021	Pooled Cash Equity		11,486.87
4001-101010					Accounts Payable	11,486.87	
4001-201000							
					FUND TOTAL	11,486.87	11,486.87
4005 Environmental Services	2022	4	432	10/13/2021			

10/13/2021 16:18
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|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 17
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF	DATE	DEBIT	CREDIT
ACCOUNT					ACCOUNT DESCRIPTION		
4005-101010					Pooled Cash Equity		818.15
4005-201000					Accounts Payable	818.15	
						-----	-----
					FUND TOTAL	818.15	818.15
5001 Cemetery Improvement Fund	2022	4	432	10/13/2021			
5001-101010					Pooled Cash Equity		1,420.00
5001-201000					Accounts Payable	1,420.00	
						-----	-----
					FUND TOTAL	1,420.00	1,420.00
5021 CIP General	2022	4	432	10/13/2021			
5021-101010					Pooled Cash Equity		35,654.81
5021-201000					Accounts Payable	35,654.81	
						-----	-----
					FUND TOTAL	35,654.81	35,654.81
9999 Pooled Cash	2022	4	432	10/13/2021			
9999-104000					Cash in Bank - Checking		446,632.89
9999-201000					Accounts Payable	2,000.00	
9999-201010					DT DF	444,632.89	
						-----	-----
					FUND TOTAL	446,632.89	446,632.89

10/13/2021 16:18 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 18
 |apcshdsb

FUND	DUE TO	DUE FR
1000 General Fund		182,706.92
1030 Payroll Fund		4,237.10
3058 Comm Services Programs		3,687.00
3575 Area Agency on Aging		1,052.14
3576 Community Services Grants		3,350.00
3810 Highway User Revenue Fund		13,342.41
4000 Water Utility Fund		186,877.49
4001 Wastewater Fund		11,486.87
4005 Environmental Services		818.15
5001 Cemetery Improvement Fund		1,420.00
5021 CIP General		35,654.81
9999 Pooled Cash	444,632.89	
	-----	-----
TOTAL	444,632.89	444,632.89

** END OF REPORT - Generated by Anacelia Cruz **

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

MEETING DATE: 11/02/21	AGENDA ITEM: 6.A. Buckeye Park-n-Ride Expansion
DATE PREPARED: 10/29/21	DISTRICT NO.: 6
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623)349-6225	
DEPARTMENT: Construction and Contracting	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 approving the Construction Contract (No. 2022001) between the City of Buckeye, an Arizona municipal corporation, and Combs Construction Company, Inc., an Arizona corporation, for labor, materials, equipment and services required to complete the expansion of the existing Park-n-Ride site located at Jackrabbit Trail and Palm Lane, and authorizing the Mayor to execute and deliver said Contract on behalf of the City.

RELEVANT GOALS:

GOAL 4: Adequate, Well-Maintained and Well-Planned Public Infrastructure

ADDITIONAL RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

As part of the Capital Improvement Program, the existing Buckeye Park-n-Ride facility at Jackrabbit Trail and Palm Lane will be expanded. This work consists of expanding the existing Park-n-Ride site with asphalt parking areas and drives, concrete curbs and gutters, concrete walks, site walls, all sub grade excavation and preparation, drainage systems including underground storage tanks, furnishing and installing steel canopy structures, furnishing and installing landscape and irrigation and other related incidental work. The current Park-n-Ride facility will be expanded to the North.

The City has obtained a Federal Grant FTA 5307 (Small Urban Award) of \$2,000,000.00 in partnership with City of Phoenix /Valley Metro. The City of Buckeye, Construction and Contracting Division has met all City of Phoenix requirements surrounding federal grant awards i.e. inclusion of federal contract clauses, Davis-Bacon Wage Determination, and Disadvantaged Business Enterprise (DBE) guidance, requirements and completed forms.

On August 26, 2021 an Invitation for Bid was solicited. On September 9, 2021 a pre-submittal conference was held via Microsoft Teams with approximately 6 contractors in attendance as well as the Compliance Program Manager and Transit Compliance Analyst from the City of Phoenix.

Bids were received on September 23, 2021 from the following five (5) contractors:

- | | |
|-------------------------------------|----------------|
| 1. Straight Arrow Contracting, LLC | \$3,371,420.10 |
| 2. Combs Construction Company, Inc. | \$2,890,616.44 |

3. J. Banicki Construction, Inc.	\$4,788,843.63
4. Southwest Saw Cutting & Milling, LLC dba SWB Paving	\$4,073,761.15
5. Desert Services International	\$8,172,777.90

After a review of the bids it was determined that Combs Construction Company, Inc. was the lowest responsive and responsible bidder.

BENEFITS:

The current Park-n-Ride is almost at capacity, therefore the City needs to expand the current parking capacity as to not adversely impact the ridership. This expansion will also add covered parking to at least 25% of the new parking spaces.

FUTURE ACTION:

None

FINANCIAL IMPACT STATEMENT:

\$2,000,000.00 of the total contract price of \$2,890,616.44 will be federally funded on a reimbursement basis through Grant FTA 5307, leaving the City of Buckeye the remaining \$890,616.44. GL No. 50213170-543118(Project Ledger CIP 2021013). A budget transfer of \$584,215 from the Verrado Way Improvement Project (50213170-543112) will be necessary to award the contract.

BUDGETED:

Yes

FISCAL YEAR:

FY21/22

FUND/DEPARTMENT:

50213170-543118

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

ATTACHMENTS:

[MAP.pdf](#)

[Contract 2022001 Park-n-Ride Expansion.pdf](#)



**CONSTRUCTION CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
COMBS CONSTRUCTION COMPANY, INC.**

Contract No. 2022001

THIS CONTRACT is entered into by and between the CITY OF BUCKEYE, an Arizona municipal Corporation ("City") and COMBS CONSTRUCTION COMPANY, 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.

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 required to complete an expansion of the existing park and ride site at Jackrabbit Trail and Palm Lane.
2. CONTRACT TIME: The Contractor shall commence the Work only if and when directed in a written Notice to Proceed signed by the City. The Work shall be substantially completed within **One Hundred Eighty (180) 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 City, in addition to all other sums pursuant to the Contract Documents, the sum of **\$1,070.00** 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 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: **TWO MILLION, EIGHT HUNDRED NINETY THOUSAND, SIX HUNDRED SIXTEEN DOLLARS AND FORTY-FOUR CENTS (\$2,890,616.44)**.
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. Special Provisions.
- C. Contractor Bid Forms.
- D. Construction Project Drawings.
- E. Payment and Performance Bonds.
- F. Federal Transit Administration (FTA) Clauses and Certifications
- G. Disadvantaged Business Enterprise Program (DBE) Contract Clause and Forms
- H. Davis Bacon Wage Determination

IN WITNESS WHEREOF, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this ____ day of _____, 2021.

CITY OF BUCKEYE:

Eric W. Orsborn, Mayor

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

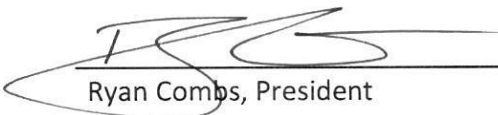
CA Williams

Christopher A. Williams, Manager
Construction & Contracting Division

APPROVED AS TO FORM:

City Attorney

CONTRACTOR:
Combs Construction Company, Inc.



Ryan Combs, President

EXHIBIT A
GENERAL CONDITIONS

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE NO.
ARTICLE 1	GENERAL DEFINITIONS	5
ARTICLE 2	INTENT	5
ARTICLE 3	CONTRACTOR	6
ARTICLE 4	OTHER CONTRACTORS AND COOPERATION	6
ARTICLE 5	SITE CONDITIONS AND ENVIRONMENTAL MATTERS.....	7
ARTICLE 6	PRODUCT SAMPLES, TESTS, AND CERTIFICATES	12
ARTICLE 7	AS-BUILT DRAWINGS.....	13
ARTICLE 8	SUPERINTENDENCE BY THE CONTRACTOR	13
ARTICLE 9	SUBCONTRACTS.....	14
ARTICLE 10	COMMUNICATIONS.....	14
ARTICLE 11	PERMITS, TAXES AND FEES.....	15
ARTICLE 12	INSURANCE.....	15
ARTICLE 13	INDEMNIFICATION	18
ARTICLE 14	PROGRESS AND SCHEDULING	18
ARTICLE 15	DAILY LOG.....	18
ARTICLE 16	MISCELLANEOUS DUTIES.....	19
ARTICLE 17	INSPECTION OF WORK	21
ARTICLE 18	CORRECTION OF WORK.....	22
ARTICLE 19	DELAYS AND TIME EXTENSIONS.....	23
ARTICLE 20	SUSPENSION OF WORK	25
ARTICLE 21	RIGHT TO STOP WORK.....	25
ARTICLE 22	CHANGES	25
ARTICLE 23	PAYMENT.....	27
ARTICLE 24	WARRANTY	28
ARTICLE 25	SUBSTANTIAL COMPLETION.....	29
ARTICLE 26	FINAL INSPECTION	30
ARTICLE 27	ASSIGNMENT OF CLAIMS	30
ARTICLE 28	DISPUTES	30
ARTICLE 29	FORUM	30
ARTICLE 30	TERMINATION BY THE CITY	31
ARTICLE 31	TERMINATION FOR CAUSE	31
ARTICLE 32	TERMINATION FOR CONVENIENCE OF THE CITY.....	33
ARTICLE 33	ASSIGNMENT OF CONTRACT	33
ARTICLE 34	LAW TO GOVERN	33
ARTICLE 35	E-VERIFY.....	33
ARTICLE 36	COMPLIANCE WITH FEDERAL IMMIGRATION LAWS & REGULATIONS.....	34
ARTICLE 37	ISRAEL.....	34

GENERAL CONDITIONS

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

furthest 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 which 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 (Arizona Revised Statutes 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 which 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 to come on 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, the Contractor shall dismiss those employees and agrees to replace those dismissed 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

A. Insurance Requirements: 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.

B. 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.

C. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

D. 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.

E. 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. The Contractor waives all rights of subrogation under the following policies.

(1) 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 Aggregate	\$1,000,000
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".

The policy shall contain a waiver of subrogation against the City of Buckeye.

- (2) 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
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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".

- (3) Workers Compensation and Employers Liability

<u>Workers Compensation</u>	<u>Statutory</u>
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Employers' Liability	
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Each Accident	\$ 1,000,000
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Disease-Each Employee	\$ 1,000,000
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Disease-Policy Limit	\$ 1,000,000
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- (4) 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.

The policy shall contain a waiver of subrogation against the City of Buckeye.

F. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

(1) 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.

(2) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(3) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

G. Subconsultant'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 coverages for subcontractors and subconsultants shall be appropriate to cover all of its work performed herein.

H. 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:

Christopher A. Williams, Manager
Construction & Contracting Division
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

I. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed 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.

J. Verification of Coverage

(1) 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.*

(2) 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.

(3) All certificates of insurance required by this Contract shall be sent directly to the City of Buckeye, Manager, Construction & Contracting. 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.

K. Approval. Any modification or variation from the insurance requirements in this Contract shall be approved by the City, whose decision shall be final.

L. Liability Notwithstanding Insurance: Approval, disapproval or failure to act by Owner regarding any insurance supplied by Contractor or its Subcontractors shall not relieve the 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.

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 uninterruptedly 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 the 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 Application for Payment, 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 his 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, 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 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 sufficient skilled workmen 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 following section.

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 such case, 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 Ariz. Rev. Stat. §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 Ariz. Rev. Stat. §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 Agreement and may result in the termination of this Agreement by the City.

ARTICLE 36
COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies 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, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

ARTICLE 37
ISRAEL

Pursuant to Arizona Revised Statute § 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.

END OF SECTION

EXHIBIT B
SPECIAL PROVISIONS



ENG CIP-20-10026

CIP - Buckeye Park & Ride

Specifications - 100%

1R - 100% FOR REVIEW

RECEIVED

02/16/2021

CITY OF BUCKEYE by: LC
ENGINEERING

TECHNICAL SPECIFICATIONS (SPECIAL PROVISIONS)

CITY OF BUCKEYE

**WA52
BUCKEYE PARK AND RIDE
EXPANSION
PLZSP-20-00019**

PROFESSIONAL CONSTRUCTION MANAGER SEALS:

This book of specifications and related contract documents represents the efforts of the following firms:

- J2 Engineering and Environmental Design, LLC (J2 Design) (Civil Engineering and Landscape Architecture)

A representative of each firm has affixed his/her professional seal below, which attests that those portions of these specifications, which relate to their respective discipline area, were prepared under his/her direction.

J2 Design (Civil)



J2 Design (Landscape Architecture)

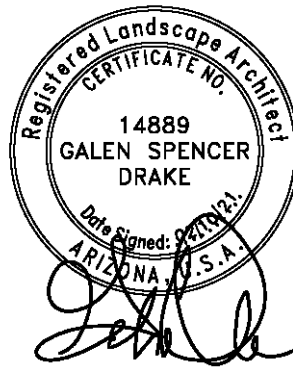


TABLE OF CONTENTS

TABLE OF CONTENTS.....	3
SPECIAL CONDITIONS	4
SECTION 101 ABBREVIATIONS and DEFINITIONS.....	9
SECTION 105 CONTROL OF WORK	10
SECTION 106 CONTROL OF MATERIALS.....	13
SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC	20
SECTION 109 MEASUREMENTS and PAYMENTS.....	26
SECTION 201 CLEARING AND GRUBBING	27
SECTION 205 ROADWAY EXCAVATION	29
SECTION 206 STRUCTURE EXCAVATION AND BACKFILL	30
SECTION 210 BORROW EXCAVATION	31
SECTION 211 FILL CONSTRUCTION	32
SECTION 230 DUST PALLIATIVE APPLICATION.....	33
SECTION 310 PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE.....	34
SECTION 321 ASPHALT CONCRETE PAVEMENT.....	35
SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE:	36
SECTION 345 ADJUSTING FRAMES, COVERS, VALVE BOXES AND WATER METER BOXES	38
SECTION 350 REMOVAL OF EXISTING IMPROVEMENTS.....	39
SECTION 401 TRAFFIC CONTROL	41
SECTION 424 PARKWAY GRADING AND DRAINAGE FACILITIES.....	45
SECTION 430 LANDSCAPING AND PLANTING	46
SECTION 440 SPRINKLER IRRIGATION SYSTEM INSTALLATION.....	58
SECTION 510 CONCRETE BLOCK MASONRY	71
SECTION 530 PAINTING	72
ATTACHMENT 'A' GEOTECHNICAL REPORT	73

SPECIAL CONDITIONS

The work described herein and shown on the Plans for this project shall be performed in accordance with the City of Buckeye Engineering Design Standards and Details (Latest version), Maricopa Association of Governments (MAG) Uniform Standard Specifications and Uniform Standard Details for Public Works Construction, 2019 Edition, applicable ADOT Standard Specifications for Road and Bridge Construction, 2008 Edition, applicable ADOT Standard Details, and additional Special Conditions that follow.

In the event a conflict exists on the plans or between the plans and referenced specifications or these construction special conditions, the order of precedence shall be as follows:

- Addenda
- The Special Conditions for Construction
- City of Buckeye Construction Contract General Conditions
- The Project Plans
- City of Buckeye Engineering Design Standards and Details, Latest Version
- Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, 2019
- 2009 Manual on Uniform Traffic Control Devices (MUTCD) with Supplements
- ADOT Standard Specifications for Road and Bridge Construction (2008) and related Details

LOCATION OF THE WORK:

The site is located ¼ mile north of McDowell Road on the west side of Jackrabbit Trail (195th Avenue). The project site is the northern extension of the existing Buckeye Park and Ride facility at 19580 West Palm Lane, Buckeye, AZ 85396.

PROPOSED WORK:

The work consists of providing an expansion of the existing park and ride site with asphalt parking areas and drives, concrete curbs and gutters, concrete walks, site walls, all sub grade excavation and preparation, drainage systems including underground storage tanks, furnishing and installing steel canopy structures , furnishing and installing landscape and irrigation and other related incidental work.

GEOTECHNICAL REPORT:

A copy of the Geotechnical Engineering Report can be found in Attachment A. The report was prepared by RAMM, dated March 2020. It is the Contractor's responsibility to review this document during preparation of their bid to be cognizant of existing soil conditions discovered at those locations. The Contractor, at their sole cost, may make any other arrangements they deem necessary to become familiar with underground soils conditions prior to submitting a bid.

CONTRACT STANDARD SPECIFICATIONS AND DRAWINGS:

The following Standard Specification and Standard Drawings referenced in the project contract documents are required for construction of this project:

- MAG Uniform Specifications and Details for Public Works Construction, 2019 Edition
- ADOT Standard Specifications for Road and Bridge Construction, 2008 Edition.
- City of Buckeye and Engineering Design Standards and Details, Latest version
- Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition.

The following conditions or items are not considered for separate measurement or payment and are therefore considered incidental to an item to which it is closely associated.

GENERAL:

Warning, regulatory, guide and route marker signs and delineators and markers that interfere with construction operations shall be removed, salvaged, and reinstalled as directed by the Construction Manager. No measurement or direct payment will be made for this work, the cost is being considered as included in the price of contract items.

The contractor shall develop a schedule for all construction activities. This schedule shall be updated weekly and shall be submitted to the City of Buckeye.

The schedule and traffic control shall be developed in such a way that accesses or alternative access to the existing park and ride facility is maintained for the public, City of Buckeye, and Valley Metro at all times during construction. The contractor shall contact adjacent residences two weeks prior to construction in the area to inform adjacent property owners regarding the work effort and expected schedule to complete in accordance to section 107.15 Public Information and Notification. Traffic control plans shall be submitted to the Construction Manager for approval. The Construction Manager based upon a review, discussion, and acceptance of the traffic control efforts by the City will provide approval of the traffic control plans.

All work shall be in compliance with the 2008 National Electric Code (NEC), National Electric Safety Code (NESC) and Occupational Safety and Health Administration Act (OSHA). The most restrictive provision(s) will apply.

WORKING HOURS:

Construction work hours shall be one hour before sunrise up to sunset, Monday through Saturday unless otherwise approved in advance by the City. Work at times other than those specified will be considered by the City subject to the duration and type of activity proposed and the resulting impact on adjacent residential and commercial areas.

If the Contractor is permitted to work between the hours of 7:00 p.m. and 6:00 a.m., the City will determine what measures the Contractor will be required to make to inform the affected public.

Hours for hauling operations shall be subject to approval by, and if necessary, permits from the City of Buckeye, City of Goodyear, Maricopa County and other applicable municipalities, in accordance with local ordinances.

NOISE MITIGATION

The Contractor is responsible for any construction noise mitigation measures needed to meet the noise ordinances of City of Buckeye and Maricopa County.

FIELD STAKING OF TEMPORARY CONSTRUCTION AND DRAINAGE EASEMENTS:

Prior to commencement of any field removal or construction activities, the Contractor shall provide stakes, lathe, paint, tape or combination thereof to clearly define the limits of the Drainage Easements for the project as shown on the project plans for each adjacent property. Compensation for this work shall be considered included in the bid item price for Construction Surveying and Staking.

COORDINATION AND MAINTENANCE OF TEMPORARY TRAFFIC CONTROL:

The Contractor shall coordinate construction efforts with adjacent or adjoining projects that could be under construction at the same time in accordance with MAG Sections 105.6 and 105.7. Where work overlaps other contractor's work, coordination will be required to determine work zone traffic control setups and improvement match points that will benefit the City. No projects have been identified or are anticipated at this time. Any traffic control on Jackrabbit Trail (195th Ave) will require approval by MCDOT.

Temporary signing and marking associated with work under this contract shall not conflict with other temporary signing and marking associated with adjacent projects. Lane closures, full roadway closures and detours shall be coordinated between projects to minimize confusion to pedestrians, bicyclists and the motoring public.

The Contractor will be responsible to furnish, erect, maintain and remove all temporary signs that, in the opinion of the Construction Manager, are necessary to warn, regulate and guide traffic adequately between projects. Compensation for this work shall be considered included in the bid item price for Maintenance of Traffic.

BUSINESS, UTILITY FACILITIES AND PRIVATE PROPERTY ACCESS:

Emergency vehicle, and driveway accesses to existing park and ride facility, utility facilities, shall be maintained at all times. Short-term closures may be permitted subject to prior approval by the Construction Manager and property owner. Contractor shall notify property owners ten calendar days in advance of any construction on driveways or streets that result in lane restrictions or closures.

For properties with one access point and at all side streets, Contractor shall construct half of the driveway or street while maintaining the other half for ingress/egress movements at all times. Where an individual property has existing dual access points, Contractor shall close, complete construction, and open one access point before starting on the other. At the direction of the Construction Manager, flaggers may be required when Contractor is working at or restricting any of the driveways for businesses or private property access.

SHORING:

Shoring may be required for certain trenches related to work shown on the project plans. The Contractor shall be responsible for determining the exact limits and locations of any required shoring. Shoring shall be installed in accordance with all applicable Federal, State and Local safety requirements. No direct payment will be made for shoring, costs for this work shall be included in the total bid price for the project.

DEWATERING:

It is the Contractor's responsibility to make conditions for the removal and/or control of surface and subsurface water infiltrating into the work areas during construction. No direct payment will be made for dewatering accumulated ground or surface water, or water of any origin including irrigation water, costs for this work shall be included in the total bid price for the project.

SAW CUTTING:

Saw cuts at locations where new improvements abut existing asphalt pavement or concrete surfaces will be required. This shall include existing bituminous pavements, sidewalks, driveways, and curbs and gutters where new construction shall match the elevation of existing surfaces that are to remain. Saw cut lines may be subject to change by direction of the Construction Manager to best fit the conditions found in the field.

Saw cuts shall be made a minimum depth of 1½" and in all cases deep enough to insure a neat vertical joint. No measurement or payment will be made for saw cutting.

The cost shall be included in the respective price for bid items to remove asphalt or concrete.

POWER LINES:

There are no overhead or underground power lines within the project limits. All work at or in close proximity to utility lines shall be performed in accordance with all Federal, State, and local laws and regulations, including but not limited to:

- Arizona law regarding "Underground Facilities" (A.R.S. 40-360.21, .22, .24, .26 and .28).
- Arizona law regarding "High Voltage Power Lines and Safety Restrictions" (A.R.S. 40-360.41 - .45).
- The Occupational Safety and Health Administration.
- The National Electric Safety Code.

PERMITS:

Contractor is responsible for obtaining all necessary permits from appropriate governing agencies and paying applicable fees prior to starting such construction activities.

Governing agencies could include Maricopa County and City of Buckeye (COB)

Samples of permits could include:

- Dust control
- Haul routes
- Storm water pollution control
- Traffic control
- Work within Maricopa County right-of-way
- Transporting plants
- Signing and striping improvements
- Permit from FCDMC to work within drainage easement

CONDITION OF MATERIALS:

All materials incorporated into the project are expected to be placed into service in new, clean and unblemished condition. Any materials stored unprotected from their original manufacture's packaging shall be cleaned of any foreign matter prior to use. All stored materials shall be protected from surface scarring and dents. All materials found to deviate from manufacture's original size, shape or condition may be subject to reorder at the discretion of the Construction Manager.

MAG Uniform Standard Specifications are hereby modified to more accurately conform to the needs of this project as follows:

SECTION 101 ABBREVIATIONS and DEFINITIONS

101.2 DEFINITIONS AND TERMS: CONSTRUCTION MANAGER: *is modified to add* “Construction Manager” as a duly authorized representative.

101.2 DEFINITIONS AND TERMS: *add the following terms:*

CITY: the City of Buckeye

COB: the City of Buckeye

SECTION 105 CONTROL OF WORK

105.6 COOPERATION WITH UTILITIES: *is modified to add:*

Based on the best available information gathered from as-builts, field surveys, and Blue Stake markings, there do not appear to be any overhead or underground utilities within the project limits. The Contractor shall not assume that this represents an exact location of the indicated utility. No guarantee is made to the accuracy of the location shown on the plans. It is the responsibility of the Contractor to verify and determine the exact location of all utilities.

The following utilities have been contacted:

<u>Utility</u>	<u>Phone Number</u>
CenturyLink	No Conflict
Cox Communications	No response yet
Southwest Gas (SWG)	No Conflict
City of Buckeye–Sewer	No Response
City of Buckeye-Water	No Response
Arizona Public Service	No response yet

105.8 CONSTRUCTION STAKES, LINES AND GRADES:

Contractor shall be responsible for creating red-lines for “As-Built” record drawing preparation. All alterations from the plans must be approved by the Construction Manager prior to the work being done and subsequently documented on as-built drawings. The Contractor shall keep accurate data and field notes as construction progresses for preparation of the “As-Built” drawings. Contractor shall submit redlined drawings to the Construction Manager for preliminary review. Contractor shall make all corrections required and resubmit a new copy to the Construction Manager for review and approval. Final payment will be made upon Construction Manager’s acceptance of the redlined “As-Built” drawings. These final red-lined “As-Built” drawings must be prepared by a licensed Arizona Land Surveyor.

Contractor shall furnish all materials, personnel, tools, and equipment necessary to perform all surveying, construction staking, establishment of all excavation boundaries, and verification of the accuracy of all existing control points which have been provided by the City. Contractor shall furnish sufficient construction stakes, lines, and grades to accomplish the work as indicated on the plans. Contractor shall verify all horizontal and vertical controls and establish secondary points and/or benchmarks for construction. The control point verification process shall include locating and making ties to all section lines, right-of-ways, and roadway monuments in the vicinity of the proposed work. Included in this work shall be all calculations required for the satisfactory completion of the project in conformance with the plans and these specifications. The work shall be done under the direction of a registered professional Engineer or a registered land

surveyor employed by the contractor. The crew chief shall be NSPS Certified Level III, NICET Certified Level III, or a registered Land Surveyor-in-Training. A minimum of 50 percent of the survey crew shall be either NSPS Certified Level II or NICET Certified Level II.

If errors are discovered during the verification process, and control points do not agree with the geometrics shown in the plans, the contractor shall promptly notify the Construction Manager in writing, and explain the problem in detail. The Construction Manager will advise the Contractor within five working days of any corrective actions which may be deemed necessary.

The Contractor shall carefully preserve all construction stakes, reference points and other survey points, and in the case of their loss or destruction, shall replace them at the direction of the Construction Manager. Wooden lath or stakes used during construction shall be removed as part of the project's final clean up.

Existing cadastral corners, such as section corners, quarter corners, intersecting street centerline monuments, and property corners that are destroyed by the Contractor shall be re-established by a registered land surveyor employed by the Contractor. Where utility adjustments are required, the Contractor shall perform all layout work and set all control points, stakes and references necessary for carrying out all such adjustments.

The Contractor shall furnish all traffic control, including flagging for survey and staking operations. Traffic control devices and procedures for construction surveying shall be in accordance with the requirements of the MUTCD.

Prior to beginning any survey operations, the Contractor shall furnish to the Construction Manager, for approval, a written outline detailing the method of staking, marking of stakes, grade control for various courses of materials, referencing, structure control, pavement markings, 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.

RESETTING MONUMENTS:

The Contractor shall be responsible to maintain all existing monumentation, including section line, right-of-way, and roadway monumentation. Monumentation disturbed during construction shall be re-established by the Contractor, and recorded at the appropriate county recorder's office.

Section corner, quarter corner, and property corner monuments shall be re-established following the procedures in the Manual of Surveying Instructions 2009, published by the U.S. Department of the Interior, Bureau of Land Management, and all applicable statutes and requirements specified in the current Arizona State Board of Technical Registration's "Arizona Boundary Survey Minimum Standards."

Section line, right-of-way, and roadway monumentation re-established by the Contractor shall bear the registration number of the Land Surveyor in responsible charge of the location.

Monuments used to define section lines shall be stamped in accordance with Manual of Surveying Instructions 2009, published by the Department of Interior, Bureau of Land Management. Roadway monumentation shall be stamped in accordance with the requirements of the appropriate municipal jurisdiction.

Monuments that are re-established shall be recorded at the appropriate county recorder's office, and a copy of the Corner Recordation documentation shall be submitted to the Construction Manager and City within five working days of recordation.

Add 105.8.1 MEASUREMENT:

Measurement for construction staking and preparation of red-lines for as-builts will be measured as a single complete unit of work on a lump sum basis under the bid item Construction Surveying and Staking. The work shall include all materials, equipment, tools, and labor necessary to facilitate construction, staking of right-of-ways and easements, and resetting monuments.

Add 105.8.2 PAYMENT:

Payment for Construction Surveying and Staking will be by the lump sum and will be made as follows:

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. The 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 shall be revised to reflect changes in survey and layout progress. When approved, the revised schedule will become the basis of payment. Final payment will not be made until the Contractor's as-built red-line drawings are received and approved by the Construction Manager.

105.10 INSPECTION OF WORK: *is modified to add:*

The Contractor is advised that COB facilities to be relocated by the Contractor will be monitored and inspected by COB inspectors to verify compliance with their requirements and standards.

SECTION 106 CONTROL OF MATERIALS

106.2 SAMPLES AND TESTS OF MATERIALS:

The Contractor shall pay all costs associated with sampling and testing, including all re-test costs, and shall utilize a testing laboratory listed in the ADOT "Directory of Approved Materials Testing Laboratories" published by the ADOT Materials Group, 1221 N. 21st Avenue, Phoenix, AZ 85009, 602-712-8206, or other testing laboratory acceptable to the City Construction Manager.

Add 106.2.1 CONTRACTOR QUALITY CONTROL:

The Contractor shall be responsible for furnishing all personnel, materials, supplies, facilities and equipment necessary to provide an acceptable quality in the production, handling and placement of all materials. The Contractor shall establish and maintain an effective quality control program that includes, but is not limited to, the establishment of a quality control plan and the utilization of an approved Quality Control Laboratory and approved Quality Control Personnel.

Quality Control Plan (QCP): A written QCP shall be submitted at the preconstruction conference and work shall not begin until the quality control program has been reviewed and accepted by the Construction Manager. The QCP shall at a minimum address the following:

- Quality Control Organization, including resumes and certifications for the quality control manager, quality control supervisor and all technicians performing sampling and testing.
- A Minimum Sampling and Testing Plan specific to the project bid quantities developed in accordance with these specifications and the requirements of Table 106-2.
- Corrective action for materials that do not meet the specified quality requirements
- System for maintaining quality control records and submitting reports.
- Where applicable, commercial supplier quality control qualifications and personnel must also be addressed.

Quality Control Laboratory: All field and laboratory sampling and testing shall be performed by a laboratory accredited through the AASHTO Accreditation Program (AAP) for the test methods being performed. All commercial suppliers providing quality control results to the project shall also be accredited through the AAP.

Quality Control Personnel: The Contractor shall designate a Quality Control Manager to be responsible for implementing, monitoring and, as necessary, adjusting the processes to assure acceptable quality. The Quality Control Manager shall be a full time employee of the Contractor.

The Quality Control Laboratory shall designate a Quality Control Supervisor to oversee the QCP and to coordinate quality control activities with the Contractor and the Construction Manager. The Quality Control Supervisor shall serve as a central point of

contact for the Quality Control Laboratory and shall be available to answer questions pertaining to the quality control program.

Technicians performing field sampling and testing shall be employees of the Quality Control Laboratory and shall be certified as appropriate by the Arizona Technical Testing Institute (ATTI) and/or the American Concrete Institute (ACI) per Table 106-1. Technicians working for commercial suppliers must also meet the appropriate certification requirements.

Table 106-1 Quality Control Technician Requirements		
Material	Field Requirements	Laboratory Requirements
Soils and Aggregate	ATTI Field Certification	ATTI Laboratory Soils and Aggregate Certification
Concrete	ACI Concrete Field Testing Technician - Grade I Certification	ACI Concrete Strength Testing Technician Certification
Asphaltic Concrete	ATTI Field Certification	ATTI Asphalt Certification

Materials Sampling and Testing Requirements: The minimum frequencies for sampling and testing materials shall be as per Table 106-2. Additional testing required for retests, correlation testing, or as otherwise directed by the Construction Manager are not included in the stated frequencies. It is the Contractor's responsibility to coordinate with quality control personnel to ensure that these minimum frequencies are being met.

Quality Control Records and Reporting: The Contractor shall submit weekly quality control reports to the Construction Manager. The weekly quality control report shall state which materials were incorporated into the project during the reporting period, identify the quality control measures taken to assure quality, include all test results and clearly identify materials that do not meet specification requirements.

A uniform methodology for identifying tests and samples shall be identified in the QCP and used during the project. All tests and samples shall be clearly identified, including sample identification information, sample date, sample location, material description, material use and the technician who obtained the sample. The results for all required tests, including the specifications and other control requirements and any remedial actions taken, shall also be included with the report.

Daily diaries for each quality control technician on the project shall also be included in the weekly report. Daily diaries should clearly identify the types of work performed by the Contractor and the process control measures taken by the quality control technician to assure quality.

The reporting period of each weekly quality control reports shall end on Friday at midnight and the report shall be submitted to the Construction Manager by the following Wednesday.

Prior to final acceptance of the project, a final quality control report shall be submitted to the Construction Manager that includes a summary of all quality control activities performed for the project. This report shall be stamped by a Professional Construction Manager registered in the State of Arizona, knowledgeable in materials testing.

Measurement and Payment: Contractor quality control will be measured for payment on a lump sum basis as a single unit of work and paid for at the contract lump sum price, which price shall be for full compensation for the work, complete as described herein to the satisfaction of the Construction Manager. In the event that there are additional contractor quality control costs associated with agency approved changes in construction scope, such costs shall be included in the resulting change orders.

TABLE 106-2 Materials Sampling and Testing Requirements				
MATERIAL	TYPE OF TEST	TEST METHOD	SAMPLING POINT	MINIMUM SAMPLING/TESTING FREQUENCY ¹
Structure Backfill (MAG 206) (MAG 702)	Gradation	AASHTO T311/T11	Source	One per 2,000 tons
	PI	AASHTO T89/T90	Source	One per 2,000 tons
	Proctor Density	AASHTO T99	Source	One at start of production, then as material changes
	Field Density	AASHTO T3102 or AASHTO T1912	In-Place	One per 200 CY, minimum one per shift
Imported Borrow (MAG 210)	Gradation	AASHTO T311/T11	Source	One per soil type per source
	PI	AASHTO T89/T90	Source	One per soil type per source
	Proctor Density	AASHTO T99	Source	One per soil type
	Field Density	AASHTO T3102 or AASHTO T1912	In-Place	One per 800 CY, minimum one per shift
Fill Construction (MAG 211)	Proctor Density	AASHTO T99	Source	One per soil type
	Field Density	AASHTO T3102 or	In-Place	One per 800 CY, minimum one per shift

		AASHTO T1912		
Subgrade (MAG 301)	Gradation	AASHTO T311/T11	Source	One per soil type
	PI	AASHTO T89/T90	Source	One per soil type
	Proctor Density	AASHTO T99	Source	One per soil type
	Swell Test	ASTM D4546	In-Place	As requested by Construction Manager (curb, gutter and sidewalk only)
	Field Density	AASHTO T3102 or AASHTO T1912	In-Place	One per 1,500 LF per lane pass (2,000 SY) One per 500 LF for curb, gutter and sidewalk
Lime Slurry Stabilization (MAG 309)	Mix Design			One per soil type
	Proctor Density	AASHTO T134	In-Place	One per shift per soil type
	Field Density	AASHTO T3102 or AASHTO T1912	In-Place	One per 1,500 LF per lane pass (2,000 SY)
	Thickness		In-Place	One per 1,000 SY

TABLE 106-2 Materials Sampling and Testing Requirements (cont.)

MATERIAL	TYPE OF TEST	TEST METHOD	SAMPLING POINT	MINIMUM SAMPLING/TESTING FREQUENCY ¹
Aggregate Base (MAG 310) (MAG 702)	Gradation	AASHTO T311/T11	Source	One per 2,000 tons per source
	PI	AASHTO T89/T90	Source	One per 2,000 tons per source
	Fractured Faces	ASTM D5821	Source	One per 10,000 tons per source
	Abrasion	AASHTO T96	Source	One per source ³
	Proctor Density	AASHTO T99	Source	One at start of production, then as material changes
	Field Density	AASHTO T3102 or AASHTO T1912	In-Place	One per 1,000 LF per lane per lift (1,300 SY)
Soil	Mix Design			One per soil type

Cement (MAG 311)	Proctor Density	AASHTO T134	Lay-Down	One per shift per soil type
	Moisture	AASHTO T217	Lay-Down	Four per shift
	Field Density	AASHTO T3102 or AASHTO T1912	In-Place	One per 1,500 LF per lane pass (2,000 SY)
Cement Treated Base (MAG 312) (MAG 705)	Mix Design			One per soil type
	Proctor Density	AASHTO T134	Lay-Down	One per mix design and as material changes
	Moisture	AASHTO T217	Lay-Down	Four per shift
	Field Density	AASHTO T3102 or AASHTO T1912	In-Place	One per 1,500 LF per lane pass (2,000 SY)
Bituminous Treated Base (MAG 313)	Mix Design			One per soil type
	Proctor Density	AASHTO T99	Lay-Down	One per mix design and as material changes
	Field Density	AASHTO T3102 or AASHTO T1912	In-Place	One per 1,500 LF per lane pass (2,000 SY)
Asphalt Concrete Pavement (MAG 321) (MAG 325) (MAG 710)	Mix Design			One per mix
	% Asphalt	AASHTO T308	Lay-Down	One per subplot (four per lot)
	Gradation	AASHTO T30	Lay-Down	One per subplot (four per lot)
	Rice Density	AASHTO T209	Lay-Down	One per lot
	% Laboratory Voids	AASHTO T269	Lay-Down	One per lot
	Field Density	ASTM D2950	Roadway	Establish rolling pattern Minimum one per 500 LF per paving pass
	% In-Place Air Voids	AASHTO T269	Roadway	Two locations per subplot (two cores per location)

TABLE 106-2 Materials Sampling and Testing Requirements (cont.)

MATERIAL	TYPE OF TEST	TEST METHOD	SAMPLING POINT	MINIMUM SAMPLING/TESTING FREQUENCY ¹
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Pipe Bedding (MAG 601)	Gradation	AASHTO T311/T11	Source	One per 2,000 tons per source
	PI	AASHTO T89/T90	Source	One per 2,000 tons per source
	Proctor Density	AASHTO T99	Source	One at start of production, then as material changes
	Field Density	AASHTO T3102 or AASHTO T1912	In-Place	One per 200 CY
Trench Backfill (MAG 601)	Proctor Density	AASHTO T99	Source	One per soil type
	Field Density	AASHTO T3102 or AASHTO T1912	In-Place	One per 500 LF per lift
Decomposed Granite (MAG 704)	Gradation	AASHTO T311/T11	Source	One per source
	PI	AASHTO T89/T90	Source	One per source
Rip Rap (MAG 703)	Gradation	AASHTO T27 (Visual)	Source	One per source
Portland Cement Concrete (MAG 725)	Mix Design			One per mix
	Slump	ASTM C143	Discharge	One per 100 CY
	Temperature	ASTM C1064	Discharge	One per 100 CY
	Compressive Strength	ASTM C39	Discharge	One set of 4 cylinders per 100 CY or fraction thereof, minimum one set per day
CLSM (MAG 728)	Mix Design			
	Gradation	AASHTO T311/T11	Source	One per mix
	Slump	ASTM C143	Discharge	One per day
	Temperature	ASTM C1064	Discharge	One per day
	Unit Weight	ASTM D6023	Discharge	As requested by Construction Manager
	Cement Content	ASTM D5982	Discharge	As requested by Construction Manager
	Compressive Strength	ASTM D4832	Discharge	One set of 4 cylinders per day

Notes:

Note 1: The Construction Manager may require additional tests as necessary

Note 2: Density Tests shall be rock corrected for oversize material per MAG Detail 190
Note 3: Historical data may be used if acceptable to the Construction Manager

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.2 PERMITS: *is modified to add:*

This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) requirements under the Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) program as administered by the Arizona Department of Environmental Quality (ADEQ). Under the conditions of a permit, the Contractor shall be designated as co-permittee (with the City of Buckeye), and shall be responsible for providing necessary materials; taking appropriate measures to ensure removal of additional sediment generated in storm water runoff from the project (relative to pre-project sediment levels); and completing the following documents:

- Storm Water Pollution Prevention Plan (SWPPP) for the project, including a certification-of-compliance form
- Notice of Intent (NOI) to be covered under AZPDES, including certification of signature
- Notice of Termination (NOT) of coverage under AZPDES (upon project completion)

All Subcontractors must comply with AZPDES requirements under the supervision of the Contractor, and shall submit a completed, signed subcontractor certification form, thereby designating themselves as co-permittees. The SWPPP shall be subject to approval by the Construction Manager prior to implementation. The SWPPP shall be kept at the project site at all times, and the final SWPPP shall be retained by the Contractor for three (3) years following project completion and final acceptance.

The Contractor shall submit a completed, signed NOI form (including signed subcontractor certification forms) to the City's Engineering Department, no later than the Pre-Construction meeting. The City will attach these forms to its own completed NOI form, and submit the package to ADEQ at least 48 hours prior to the proposed Notice to Proceed date. The City will send copies of the final submittal for distribution to the Contractor, the Engineering Department, and the Arizona Department of Environmental Quality (ADEQ) Storm Water Coordinator.

Failure by the Contractor (or any applicable subcontractors) to submit the NOI form and certification by the time of the Pre-Construction meeting, or to promptly make revisions to those forms as requested by the City, which leads to delays in attaining ADEQ requirements will result in postponing the start of construction. The Contractor will not be entitled to any additional compensation for costs resulting from such delay.

The NOI shall be posted at the construction site along with the SWPPP. No construction activities shall begin until all applicable storm water pollution control devices are in place. Any additional work caused by the Contractor's (or subcontractor's) failure to properly implement the SWPPP will not be compensated. In addition, the Contractor shall keep a copy of the STORM WATER BASELINE CONSTRUCTION GENERAL

PERMIT COVERAGE NOTICE received from ADEQ (after submittal of the NOI) at the job site at all times.

All SWPPP reports required under this contract shall be available to the public in accordance with requirements of the Clean Water Act—Section 308(b). The Contractor shall make plans available to the public upon a request from either the EPA or ADEQ.

No conditions of the AZPDES or the SWPPP shall release the Contractor from any responsibilities or requirements under other environmental statutes or regulations. Asphalt plant and concrete plants (including module plants) require separate AZPDES industrial permits.

Upon completion and acceptance of the work performed by a co-permittee, either the Contractor or other subcontractors shall absolve such subcontractor of any involvement in, or responsibility for, subsequent AZPDES violations on the project. Upon total project completion, acceptance, and de-mobilization, the Contractor shall submit a completed, signed NOT form to the City. The City will attach its NOT form, and submit the final package to EPA, ADEQ, and other City departments, thereby terminating all AZPDES permit coverage for the project. Necessary forms for the NOI, NOT and the draft SWPPP are available through the City.

As a minimum, the Contractor shall inspect all storm water pollution control devices on the project every 14 days, and following each rainfall of 0.50" or more (as measured at the nearest Flood Control District of Maricopa County rain gauge, or approved on-site rain gauge). The Contractor is also encouraged to inspect devices following rainfalls of less than 0.50", as it is the Contractor's responsibility to ensure the proper operation of each device. The Contractor shall maintain a record of each inspection. No other separate measurements or payments will be made relative to SWPPP items.

Add 107.2.2 MEASUREMENT:

The AZPDES area of this project is approximately 2.3 acres.

Measurement for all work associated with obtaining, implementing, monitoring and closing out said permit will be measured on a lump sum basis under the bid item Storm Water Pollution Prevention Plan. The work shall include all materials, equipment and labor necessary to install, maintain, and remove the storm water pollution prevention items.

Add 107.2.3 PAYMENT:

Payment for Storm Water Pollution Prevention Devices and Permits will be by the lump sum and will be made as follows:

The approved schedule showing the sequencing and percentage of storm water pollution prevention items required shall be the basis on which monthly progress payments shall be made. The schedule shall be subject to periodic review, at the

request of either party, if the need for storm water pollution prevention items lags or accelerates. If necessary, the schedule shall be revised to reflect changes in construction that impact the use of these items. When approved, the revised schedule will become the basis of payment. Final payment will not be made until the Contractor has removed all temporary pollution prevention items to the satisfaction of the Construction Manager.

107.5.1 Asbestos Materials: is hereby deleted and replaced with the following: Prior to the commencement of any demolition or renovation of a facility, including but not limited to any building, foundations, pits, concrete box culvert, or related structure; an asbestos survey must be conducted to determine the presence of asbestos materials. For all demolitions (even when no asbestos is present) and renovations which reach the threshold quantity of asbestos containing material, a National Emissions Standard for Hazardous Air Pollutants (NESHAP) notification of 10 working days must be provided to the Arizona Department of Environmental Quality (ADEQ) prior to the activity occurring. Threshold amounts of regulated asbestos-containing materials (RACM) are:

- 260 linear feet or more on pipes
- 160 square feet or more on other facility components
- 35 cubic feet or more off facility components

The contractor shall fully comply with Asbestos NESHAP Regulations in 40 CFR Part 61, Subpart M, and if asbestos materials are encountered shall also comply with Arizona Administrative Code, A.A.C. R18-2-901, and notify the Construction Manager. An extension of contract time will be granted for any delay resulting from the asbestos material in accordance with Section 108.

Add 107.15 PUBLIC INFORMATION AND NOTIFICATION:

Add 107.15.1 DESCRIPTION:

The Contractor shall implement a community relations program for this project, including, but not be limited to:

- Documenting existing property conditions prior to starting construction.
- Assisting with information for printing and mailing of public notices.
- Preparing, erecting and maintaining information signs.
- Assist the City with information for telephone "Hot Line" 24-hour service.
- Providing the Construction Manager information to be distributed.
- Personal contact with residents and businesses prior to street or parking lot closures.
- Attending special meetings as required by the Construction Manager and coordinating with the City of Buckeye as required.

The Contractor shall use these or other means to inform the local citizens, businesses, and City officials of necessary operations which create high noise levels, street closures, detour locations, haul route and material delivery routes, hours of construction, disruption of school bus routes, mail delivery or emergency vehicle access or disruption of utility services.

Disruption to utility services shall be avoided. Safety is the principal concern at all times. Anticipated utility disruption shall be kept to a minimum and proper 2-day advanced notification provided.

Fourteen (14) days or more prior to the start of construction, the Contractor shall furnish and install one professionally prepared information sign. The Contractor shall obtain all City of Buckeye, or other agency permits necessary to install the signs. Contractor shall coordinate and obtain approval of the sign locations and messages from the Construction Manager before they are installed. The information signs shall be four feet high by eight feet wide (32 square feet) with white non-reflective lettering on a green non-reflective background as shown in the detail below. Each sign shall have two yellow Type 'A' low intensity flashing warning lights, two orange 16 inch square or larger flags, be constructed of suitable material and be supported safely for the duration of the project. Contractor shall maintain the information signs in good condition throughout the duration of construction and remove them at the end of the project, at which time the signs shall become City of Buckeye's property. The Construction Manager will provide the Contractor the City address of where the signs are to be delivered.

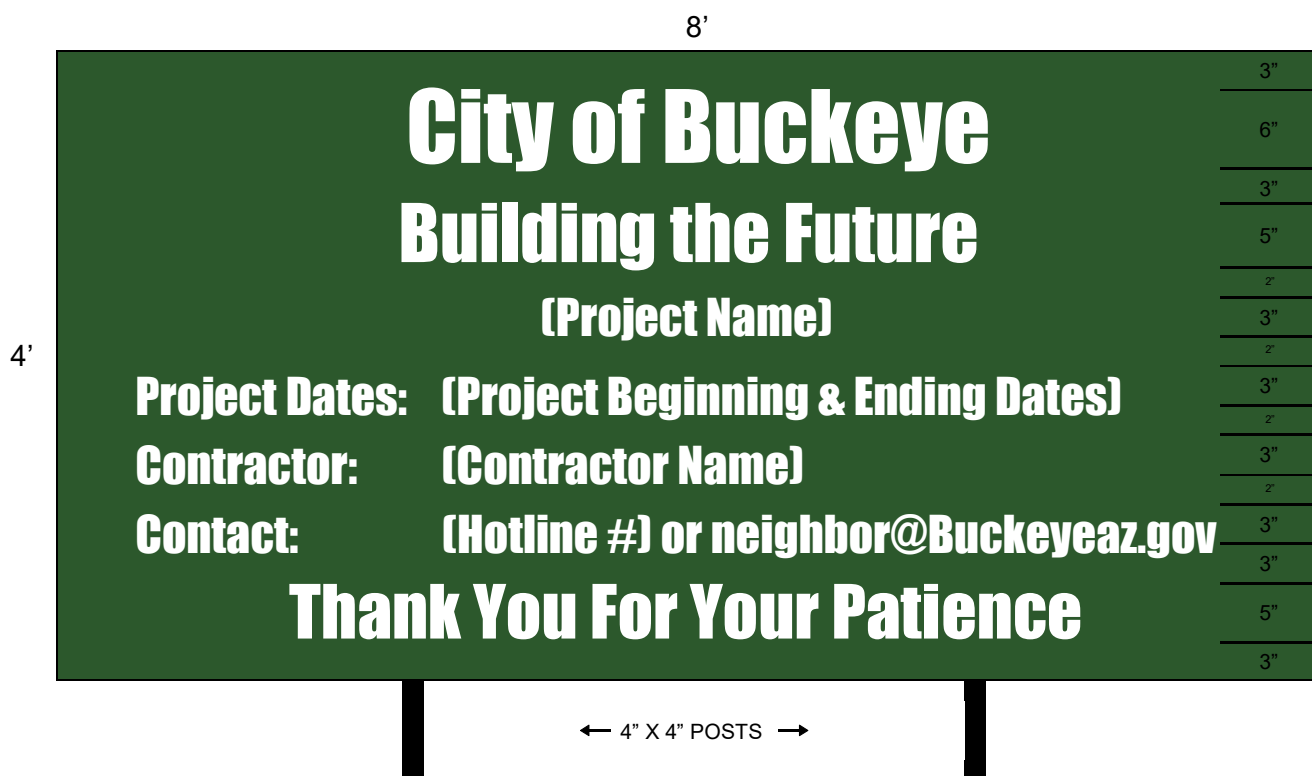
Typical project identification sign letter height and spacing shall be as shown on the attached detail. Lettering shall be manufactured according to the Federal Manual on Uniform Traffic Control Devices (MUTCD) using Type "C" letters. Sign shall list the following information:

- Project Name
- Project Dates (Scheduled beginning and ending dates.)
- Construction Contractor Name
- Contractor hotline number for project and City email address

The hotline number for the project will be supplied by Contractor. The hotline is intended to be an answering service that actually answers the phone 24/7, not a 24 hour "answering machine". The Contractor shall have a contact that is familiar with the project and will be reachable 24/7 to respond to any emergency that may arise in off-work hours. The hotline number shall be provided to the City of Buckeye Communications Department.

Contractor shall submit a layout drawing to the Construction Manager for approval showing the location, size and color of lettering and logos.

Sign supports shall be 4-inch by 4-inch pressure treated posts, set a minimum of 2-feet in the ground. The bottom of the sign shall be a minimum of 4-feet above the ground.



INFORMATION SIGN DETAIL

Add 107.15.2 EXISTING SITE CONDITIONS:

Prior to starting construction, the Contractor shall document existing street and property conditions. Acceptable documentation shall be a video-recorded tape, supplemented with digital photographs. The videotape shall not be made from a moving vehicle. One (1) copy of the documentation package shall be given to the Construction Manager. Documentation of existing conditions shall extend to include the existing Phase 1 including 196th Ave, 20' beyond the north and east property lines..

Add 107.15.3 MEASUREMENT:

Measurement for all work related to public information will be measured on a lump sum basis under the bid item Public Information and Notification. The work that is anticipated to be involved includes: bi-monthly progress report meetings, meetings with impacted businesses or residents, preparation and distribution of flyers, project information signs, temporary signs for local access, providing a copy of the existing conditions documentation package to the Construction Manager, and maintaining a 24-hour "hotline" for complaints. The Contractor shall coordinate with the City to determine the population to be notified of meetings and to receive flyers.

Add 107.15.4 PAYMENT:

Payment for Public Information and Notification will be by the lump sum and will be made as follows:

The approved schedule showing the sequencing and percentage of public information items required shall be the basis on which monthly progress payments shall be made. The schedule shall be subject to periodic review, at the request of either party, if the need for public information items lags or accelerates. If necessary, the schedule shall be revised to reflect changes in construction that impact the use of these items. When approved, the revised schedule will become the basis of payment. Final payment will not be made until the Contractor has completed all work.

SECTION 109 MEASUREMENTS and PAYMENTS

109.10 PAYMENT FOR MOBILIZATION/DEMOBILIZATION: *is modified to add:*

The lump sum item established under Contractor Mobilization includes compensation to the Contractor for expenses to set up marshalling yards, and to perform final cleanup.

SECTION 201 CLEARING AND GRUBBING

201.1 DESCRIPTION: *Delete in its entirety and replace with the following:*

This work shall consist of removing objectionable material from the right of way, easements, and the project limits as identified on the project documents, and such other areas as may be specified in the special provisions. Clearing and grubbing shall be performed in advance of grading operations.

201.3 CONSTRUCTION METHODS: *Delete the first paragraph and replace with the following:*

The construction site shall be cleared of all trees, stumps, brush, roots, weeds, rubbish, debris, and other objectionable matter, except as follows. All trees to be removed shall be tagged by the Contractor and reviewed and approved for removal by the City prior to Contractor removing the tree.

Delete the fourth paragraph and replace with the following:

From excavated areas, all stumps, roots, and other obstructions shall be grubbed to a depth of not less than thirty-six (36) inches below finish grade.

Delete Table 201-1 and replace with the following table:

Table 201-1	
EMBANKMENT CLEARING AND GRUBBING	
Height of Embankment Over Stump	Height of Clearing and Grubbing
0 Feet to 2 Feet	All stumps or roots shall be grubbed to a depth of not less than twenty-four (24) inches below original grade.
2 Feet to 3 Feet	All stumps or roots shall be grubbed to 18 inches below original grade.
Over 3 Feet	All stumps or roots shall be grubbed to 6 inches below original grade

Seventh paragraph is modified to add:

Any pruning of existing tree material shall be performed by a certified arborist or under the direct supervision of a certified arborist. Contractor shall submit certifications of arborist to the Construction Manager for review and approval a minimum of 10 working days prior to any pruning activities taking place.

201.3 CONSTRUCTION METHODS: *Add the following:*

Any voids left from the clearing and grubbing operations shall be filled in accordance with Section 211 Fill Construction. No separate measurement or payment will be made

for filling voids left from clearing and grubbing operations the cost of which is considered included in the item being removed.

201.6 MEASUREMENT, REMOVAL AND DISPOSAL OF TREES: *Delete in its entirety and replace with the following:*

No separate measurement will be made for the removal of trees.

201.7 PAYMENT, REMOVAL AND DISPOSAL OF TREES: *Delete in its entirety and replace with the following:*

No separate Payment will be made for the removal of trees.

SECTION 205 ROADWAY EXCAVATION

205.1 DESCRIPTION: *Delete in its entirety and replace with the following:*

Roadway excavation shall consist of excavation involved in the grading and construction of roadways and site improvements to the contour lines and grades as shown on the project plans, except structure excavation, trench excavation and any other excavation separately designated.

205.7 MEASUREMENT: *Delete the second paragraph and replace with the following:*

Excavating the roadway prism including public and private road approaches, connections to driveways; excavation unsuitable material when shown on the plans or specified in the special provisions; excavating slides and slipouts not resulting from overshooting; excavating surplus material; excavating selected material and topsoil from within the limits of project and removing such materials from stockpiles when stockpiling is ordered; excavating ditches and excavating borrow; and providing contouring of the site as shown on the project plans.

SECTION 206 STRUCTURE EXCAVATION AND BACKFILL

206.5.1 MEASUREMENT: *Delete the subsection and replace with the following:*
No separate measurement will be made for structure excavation and backfill.

206.5.2 PAYMENT: *Delete the subsection and replace with the following:*
No separate payment will be made for structure excavation and backfill the cost of which is considered included in the item for which structure excavation and backfill is required.

SECTION 210 BORROW EXCAVATION

Add the following new subsection:

210.0 DESCRIPTION: Borrow excavation shall consist of excavation required to install new asphalt pavement section, concrete pavement section, and/or additional cut as required to meet the contours and grades as indicated on the project plans.

210.4 MEASUREMENT: *Delete the first sentence and replace with the following:*
Quantities of borrow will be measured per cubic yard.

SECTION 211 FILL CONSTRUCTION

211.1 DESCRIPTION: *Add the following:*

This work also includes placement of fill as required to meet the contours and grades as indicated on the project plans.

211.2 PLACING: *Delete the first paragraph and replace with the following:*

Rocks, broken concrete, or other solid material shall not be placed in fill areas.

Delete the third paragraph and replace with the following:

Clods or hard lumps of earth of 2 inches in greatest dimension shall be broken up before compacting the material in the embankment.

Delete the fourth paragraph and replace with the following:

Fill material will large rocky material greater than 1 inch, or hard lumps such as hardpan or cemented gravel is not acceptable as fill material as shall be removed from the project by the contractor.

211.3 COMPACTING:

Delete the second sentence of the seventh paragraph and replace with the following:

Broken Portland cement concrete and bituminous type pavement obtained from the project excavations will not be permitted in the fill.

SECTION 230 DUST PALLIATIVE APPLICATION

230.8 MEASUREMENT: *is deleted and replaced by the following:*

No measurement will be made for dust palliative application. Such materials, equipment and labor are considered incidental to trenching, subgrade preparation, and other contract bid items.

230.9 PAYMENT: *is deleted and replaced by the following:*

No separate compensation will be made for dust palliative materials or application.

SECTION 310 PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.3 COMPACTION: *is modified to add:*

Compaction shall be as outlined in (A), (B), and (C) above or per the recommendations in the geotechnical report. If a conflict occurs between the geotechnical report and items (A), (B), and (C) the recommendations of the geotechnical report shall be followed.

310.5 PAYMENT: *Delete and replace with the following:*

No separate measurement or payment will be made for the supplying or placing of aggregate base course under asphalt or concrete pavement the cost of which is considered included in the cost of the item of work for which aggregate base course is required.

SECTION 321 ASPHALT CONCRETE PAVEMENT

321.2 MATERIALS AND MANUFACTURE: *is modified to add:*

The mix designs shall conform to the latest City of Buckeye Approved Asphalt Mix Designs criteria. Mix designs shall be submitted to the Construction Manager for review and approval.

Mix designs must be accepted a minimum of five days prior to plant production.

321.12 MEASUREMENT: *is modified to add:*

No separate measurement or payment will be made for thickened edge pavement.

321.13 PAYMENT: *delete the second sentence and replace with the following:*

No separate measurement or payment will be made for tack coat the cost of which is considered included in the price of the item requiring tack coat.

SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE:

340.1 DESCRIPTION: *is modified to add:*

Concrete placement on this project will be held to a high standard for aesthetic quality and visual appearance of the finished product.

340.2 MATERIALS:

All sidewalks, curbs and gutters, vertical curbs, valley gutters, footings for valley gutters, aprons, and driveway entrances shall be a minimum of Class "A" concrete conforming to applicable requirements of MAG Section 725, if a higher strength requirement is called for on the project plans the higher strength shall be utilized.

The Contractor shall provide a sample of the detectable warning surface for sidewalk ramps to the Construction Manager for approval prior to installation of the material.

Add the following:

340.2.2 Steel Reinforcement: Steel Reinforcing shall be in accordance with MAG standard specification section 727. Dowel or load transfer bars shall conform to the requirements of ASTM A-615, Grade 40. An approved support system shall be used to hold bars in place.

340.2.3 Concrete Curing Materials: Materials for curing concrete shall conform to the requirements of Section 726. Colored concrete shall utilize a concrete curing compound specifically formulated for colored concrete which will not discolor or mar the finished appearance. Any concrete intended to receive a colored overlay coating shall be cured in accordance with the manufacture's specifications for the colored overlay coating to ensure proper bonding.

340.3 CONSTRUCTION METHODS:

340.3.2 Concrete:

Wood or other rigid forms will be used to form curved or irregular edges of the concrete. Chording with steel forms will not be allowed to form curved concrete.

340.3.12 Finished Concrete Products:

Cracked, broken, or marred concrete will not be accepted. Misshapen, deformed or poorly finished concrete will not be accepted. Contractor will remove and replace any concrete to the nearest control or expansion joint. Saw cut control joints shall be in accordance with Section 601. Patching of concrete will not be accepted. All removal and replacement of unacceptable concrete will be at no additional cost to the Contracting Agency.

340.5 MEASUREMENT: *Add the following sentence to the first paragraph:*

No separate measurement will be made for curb and gutter terminations, and transitions; the cost of which is considered included in the curb that it abuts.

**SECTION 345 ADJUSTING FRAMES, COVERS, VALVE BOXES AND WATER
METER BOXES**

345.6 PAYMENT: *is modified to add:*

The adjustment of utility frame and covers and manhole frame and covers to finished grade shall also include the concrete collar as called out in the standard details, complete in place.

SECTION 350 REMOVAL OF EXISTING IMPROVEMENTS

350.1 DESCRIPTION: *is modified to add:*

The work shall consist of the movement of existing features and specialty items to accommodate project construction. Relocation is the horizontal change in location of an existing item to a different location, as shown or described on the project plans.

Adjustment is a change in the vertical position of an existing feature or item, typically required to accommodate a change in grade at the location of the existing feature. The term sign shall be used to describe the sign, supporting post, and foundations. The term water meter shall be used to describe the water meter, box, lid and connecting pipe materials. The term gate shall be used to describe the fencing material, posts, brackets, and supports.

350.2 CONSTRUCTION METHODS: *is modified to add:*

Removal of concrete sidewalk, driveways, curb and gutter, and valley gutter shall be to the nearest expansion or tooled joints. Selected tooled joints shall then be saw cut. 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.

Removal work shall include posts and other items necessary to remove and adjust fences, gates, mailboxes, signs, and other existing features; filling and compacting all holes left by such removals.

All relocations and adjustments requiring reseating, replacement, or the use of additional materials shall be accomplished using materials of the same or better quality than found in the existing feature, as approved by the Construction Manager.

For sign relocations, the Contractor shall supply new sign posts and foundations. Existing signs may be salvaged and reinstalled on new posts with new hardware. The work shall include the removal of existing posts and foundations and filling and compacting all holes left by such removals.

Some features may be moved in such a manner that the moved elements and all remaining unmoved portions previously attached to that feature are not damaged. All portions of moved or remaining features that are damaged during the relocation or adjustment shall be repaired, or replaced in kind by the Contractor, as approved by the Construction Manager, at the Contractor's expense.

All relocated or adjusted features shall exhibit the same quality and integrity, function, and appearance as the original undisturbed feature. New, connecting improvements to either a relocated, adjusted or unmoved portion of a feature shall be of the same type, quality, and strength as the original feature.

If for any reason the sign, fence, and/or gate cannot be relocated or adjusted within the same working day, the removed portion shall be secured from theft and damage until

such time that it can be permanently installed in its final configuration. Whenever applicable, if the move cannot be accomplished within the same working day, a temporary substitute facility shall be provided to secure the enclosure, as approved by the Construction Manager.

Existing fencing and gates shall be removed in a manner that the fabric, posts, and hardware can be reused. If Contractor feels the existing fencing and gates cannot be removed in a manner that will permit salvaging and reusing, a request shall be made to the Construction Manager to replace the existing fencing and gates with new in-kind material. No fencing shall be removed until the Contractor and Construction Manager have agreed on whether the fencing can or cannot be salvaged and reused. Contractor and the Construction Manager shall negotiate a price for completion of this work that may exceed the original bid item amount.

350.4 PAYMENT: *is modified to add:*

Where existing features need to be removed to construct new improvements and the bid schedule does not contain a bid item for the removal, the removal shall be considered incidental to the new improvement bid item for which it is associated with.

SECTION 401 TRAFFIC CONTROL

401.1 DESCRIPTION: *is modified to add:*

The Contractor shall designate an employee other than the superintendent to be the Traffic Control Supervisor (TCS) responsible for implementing and maintaining the approved Traffic Control Plans (TCP). This employee will have access to all emergency numbers, barricade company contacts and coordination with the Construction Manager. This individual will also hold current certification as a Traffic Control Supervisor issued by American Traffic Safety Services Association (ATSSA) or equivalent. The TCS shall maintain a daily log of work zone conditions by date and time. Such log shall be stored on-site and be available to City of Buckeye representatives. Items which should appear in the daily log include: if the site had been checked before or after each work day, if any maintenance of devices or temporary alterations were conducted, by whom, any evidence of accidents or device damages.

The maximum posted speed through a restricted construction zone shall be 25 mph or as directed by the City Traffic Construction Manager.

The Contractor shall provide and maintain all necessary traffic controls, to protect and guide traffic for all work in construction areas.

The Contractor shall maintain all existing traffic signs erect, clean and in full view of the intended traffic at all times throughout the project. If any signs interfere with construction, the Contractor shall notify the Construction Manager so that appropriate permission can be given to the Contractor to remove said signs. Signs will be stored in a safe environment so that the integrity of the sign can be maintained until the sign can be reset. The Contractor shall be responsible for having all temporary traffic control signs installed and maintained during construction.

All existing driveways and access to businesses, residences, alleys, parking lots, utility facilities and private property shall be maintained at all times. Short-term closures may be permitted subject to notification to the owner seven calendar days in advance of the proposed closure and the approval of the City of Buckeye's Traffic Construction Manager and Construction Manager. At the direction of the Construction Manager, flaggers will be required when the Contractor is working at or restricting any of the driveways for business or private property access. Signing that may be required, as directed by the City of Buckeye's Construction Manager, for business access shall be in conformance with the applicable standard for the City. No direct payment will be made for maintaining access to businesses and private property during construction. Costs for this work shall be considered as included in the respective bid items.

The Contractor shall be required to provide a uniformed off-duty City of Buckeye police officer to assist with traffic control whenever work is occurring within 300' of an activated signalized intersection or traffic in any one direction is restricted to one lane

approaching an activated signalized intersection or at other locations if it should become necessary to improve safety or congestion in the opinion of the City Traffic Construction Manager. The City Traffic Construction Manager may require that additional off-duty police officers be placed at surrounding signalized or non-signalized intersections to assist with traffic during construction outside of those required in the Traffic Control Plan. The Contractor must provide evidence of workmen's compensation coverage before any officer will be permitted to work. The Contractor must arrange for a police officer five business days in advance of planning construction activities by submitting the required forms and calling the City's off-duty Police request line at 480-262-0745.

All traffic flaggers used on the project must be ATSSA (American Traffic Safety Services Association) certified or approved equivalent, or an off-duty City of Buckeye police officer when approved as called out below. When construction activities take place within 500 feet of a non signalized intersection during peak weekday hours of 6 to 9 AM and 3 to 6 PM, and traffic lanes are restricted or lines of sights are obstructed by the work, a uniformed City of Buckeye police officer shall be present for all construction activities or as directed by the City's Traffic Construction Manager.

The Contractor shall prepare traffic control plans for the project and submit them along with the Traffic Engineering Permit Application for review and approval at least seven (7) working days before the planned implementation to the City Permit Technician. The TCP shall include all items necessary to safely control traffic in and around the work area, and address how local access to adjacent properties will be handled in accordance with the specifications herein. Any changes to the traffic control plan during construction shall be submitted to the City's Permit Technician for approval at least seventy-two (72) hours before implementation.

The Contractor is responsible for maintaining accurate dates on all traffic control signs placed on the project.

MAINTAINING TRAFFIC:

The Contractor is required to maintain one paved lane of traffic in each direction of travel at all times and left turns at existing intersections where they exist now.

Short-term lane restrictions are permitted during weekends and weekday off-peak traffic periods subject to approval of the City. Weekends are defined as Saturday morning at 2 a.m. until Monday morning at 2 a.m. Weekday off-peak periods are defined as times outside of 6 a.m. to 9 a.m. and outside of 3 p.m. until 7 p.m. If the City approves short-term lane restrictions, the Contractor shall be required to maintain at least one lane open in each direction at all times.

NOTIFICATIONS

The Contractor shall inform all agencies affected by the project work of the construction schedule, traffic restrictions and detours. The notification shall include but not be limited to the following: emergency services, Buckeye Sanitation, all affected Chandler and Buckeye School Districts, Postal Service, MCDOT, and other agencies as required. All

coordination shall be completed and documented in writing to the City Traffic Construction Manager. Copies will be provided to the Construction Manager.

CONSTRUCTION TRAFFIC CONTROL REQUIREMENTS

The Contractor shall provide the City with traffic control sequence drawings for review and approval a minimum of three (3) weeks prior to the start of construction. The plans need to show the placement of traffic control devices and the work area.

The City will allow traffic restrictions to one lane provided flaggers are used to maintain traffic through the work area. The Contractor will not be allowed to close an intersection down completely during working hours, traffic must be maintained through the intersection. Temporary detours will be allowed provided the surfaces are maintained and kept dust free by using water or other means to meet Maricopa County Air Standards. This cost will be considered incidental.

Outside of working hours, the Contractor shall return the roadway to a minimum of two (2) lanes of traffic, one (1) lane in each direction and any open trenches must be fully covered by traffic rated trench plates. All trench plates must be recessed to be level with the existing roadway surface and secured from moving when the speed limit is in excess of 35 mph.

During any jack and bore operation the Contractor shall maintain one lane of traffic in each direction during non-working hours. During working hours one lane of traffic shall be maintained with a flagging operation. The closure request and detour traffic control plans shall be submitted and approved by the City's Traffic Engineer before any closures occur.

A 14' wide emergency access road must be maintained at all times during the closure and flagging operations.

For the duration of the jack and bore operation the workers and bore pits shall be protected from traffic by using temporary barriers (concrete or an approved equal). The ends of the barriers shall be flared or crash protection devices installed.

Contractor shall be required to obtain permits from Maricopa County, and City of Buckeye for any detours, closures and flagging operations.

401.6 MEASUREMENT: *the first paragraph is revised to read:*

Measurement for MAINTENANCE OF TRAFFIC shall be made on a lump sum basis. This lump sum measurement shall include all materials, equipment and labor necessary to facilitate traffic control per the contract documents. Items of traffic control include but are not limited to the obliteration of existing and temporary pavement markings used for traffic control, flagmen, barricades, sign panels, sign stands, warning lights, message boards, pilot cars, and related temporary pavements and steel plates.

No direct measurement of individual traffic control elements or devices will be made. All traffic control devices, unless otherwise noted, shall be considered as included in the lump sum measurement for MAINTENANCE OF TRAFFIC bid item.

No direct measurement for temporary pavements or removal of such will be made. All sawcutting, grading, aggregate base course materials, asphaltic concrete pavement, labor, and equipment for temporary pavements shall be considered as included in the lump sum measurement for MAINTENANCE OF TRAFFIC bid item.

401.7 PAYMENT: *is modified to add:*

Payment for MAINTENANCE OF TRAFFIC shall not exceed the contract lump sum price for the work. The City of Buckeye will allow monthly equal payments prorated over the duration of the project based upon the total project schedule provided by the Contractor at the pre-construction meeting and approved by the Construction Manager. The lump sum price shall include all costs associated with providing all traffic control for the project including; approved traffic control sequence drawings; coordination with the property owners, City of Buckeye and other agencies listed above; temporary detours, trench plates for traffic crossings; school pedestrian crossings, temporary driveway access openings and providing all temporary traffic control devices and signs required for the project; maintaining existing signs and/or remove and replace existing signs conflicting with construction operations, and all labor, flagmen, materials, traffic control devices, and miscellaneous incidental items necessary to complete the work.

Traffic control devices and signs shall consist of providing, erecting and maintaining necessary and adequate devices for the protection of the work area and the traveling public, as well as, informing the traveling public of the work areas for the project duration and as deemed necessary by the City's Traffic Engineer. Non-compliance with maintaining these devices will be grounds for withholding payment on a monthly basis caused by these deficiencies. All deficiencies must be corrected within one shift of being notified of non-compliance or lack of maintenance on devices, such as; dirty panels, burned out lights, missing flags, or devices being damaged or removed.

The Contractor will coordinate and schedule off-duty police officers with the City of Buckeye as a part of the Contractor's traffic control work. The City will pay for the officers directly with no payment to the Contractor for this item. The 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 four hours to the project if scheduled. In the event that the Contractor fails to prosecute the work in a timely and orderly fashion, the City shall notify the Contractor and reserves the right to negotiate a corresponding deductive change order with the Contractor based upon the cost of \$65/hour/officer that the City will incur for the off duty officers.

SECTION 424 PARKWAY GRADING AND DRAINAGE FACILITIES

424.1 DESCRIPTION: *Add the following to the TOG Supplements to MAG:*

This grading shall include all work necessary to bring the surface of the site to the grade and cross-sections shown on the plans or as directed by the Construction Manager. This work shall occur after the initial Roadway Excavation, Borrow Excavation and Fill Construction (Mass Grading) has occurred.

424.2 ROUGH GRADING: *Delete (A) in its entirety and replace with the following:*

Fill material shall contain no rocks over one-inch (1") in diameter, broken concrete, or debris of any nature.

SECTION 430 LANDSCAPING AND PLANTING

430.1 DESCRIPTION: *Is modified to add the following:*

The work under this section shall consist of furnishing all labor, materials, and equipment to install decomposed granite and plant material as designated for installation.

430.2 GENERAL: *add the following:*

The Contractor shall furnish all labor, materials, equipment, and incidental and appurtenant items of work needed to install the landscape, to the lines and details shown in the plans.

Applicable publications listed below form a part of this specification:

- Arizona Nursery Association Container Grown Tree Guide (Latest version)
- American Standard for Nursery Stock, ANSI Z60.1 (2015)

The Contractor shall perform all work in accordance with all applicable laws, codes and regulations required by authorities having jurisdiction over such work and provide for all inspections and permits required by Federal, State and local authorities in furnishing, transporting and installing materials as shown or for completing the work identified herein.

All planting areas shall be left free of construction debris including but not limited to concrete, grout, rebar, wood, nails, debris and/or toxic material and graded to a level to permit landscape and irrigation construction. Compact trenches, foundation backfill or other filled excavations prior to turning the site over to the Landscape Contractor.

Compaction of fill areas for planting shall be at 85% maximum. No soil preparation or planting shall begin before the site has been cleared and cleaned of debris. The Construction Manager shall approve the condition of all planting areas prior to commencement of soil preparation for planting. Commencement of work indicates acceptance of job site conditions by the Contractor.

The Contractor shall cooperate and coordinate with other contractors and trades working in and adjacent to landscape areas.

The Contractor shall maintain stakes set by others until all parties concerned mutually agree upon their removal.

The Contractor shall ship materials with Certificates of Inspection required by governing authorities.

If any of the specified plant material is not obtainable, submit proof of non-availability in writing, together with a proposal for use of equivalent materials, similar in appearance, ultimate height, shape, habit of growth and general soil requirements. Send the availability letter to the Construction Manager within 30 days of Notice to Proceed. The

definition of Non-availability is the contractor contacting a minimum of seven (7) different sources. The Contractor may make substitutions of a larger size of the same species and variety with the approval by the Construction Manager and at no additional cost to the Contracting Agency.

Before delivery, submit Certificates of Compliance, certifying that materials meet the specified requirements. Submit certified copies of the compliance reports for the following materials:

- Transporting of cacti and landscape plant materials (from the Arizona Department of Agriculture)
- Soil amendments and conditioners
- Decomposed Granite
- Certification shall indicate suppliers name, address, telephone number, date of purchase, name, model number and technical description of item purchased, and quantity of each item purchased.

The Construction Manager reserves the right to take and analyze samples of materials for conformity to the specifications at any time. The Contractor shall furnish the samples upon request. Immediately remove rejected materials from the site at the Contractor's expense. The Contractor shall pay for the cost of removing any materials not meeting specifications.

All herbicide / pesticide applicators shall possess a valid A-20 or A-21 license with Pesticide Endorsement from the State and Structural Pest Control Commission for application of non-restricted use chemicals. All Landscape Contractors are required to furnish a copy of their application from the State, which shall list the names of those employees approved as applicators by the Registrar of Contractors. Application of non-restricted use pesticides shall not take place until the Construction Manager receives a copy of the application.

As directed by the Construction Manager, treat all non-paved areas with a chemical contact herbicide, such as Round Up or approved equal, to kill existing weeds. Clear, grub and remove the weeds after weed kill has been established, to the satisfaction of the Construction Manager.

Finished grades for landscape areas shall be a smooth, uniform surface, free of abrupt grade changes or depressions. Finished soil grades adjacent to paving, curbs or headers shall be as shown in the drawings and may be adjusted by the Construction Manager for surface materials.

Provide proper surface drainage within all planted areas. Any grading conditions found in the plans or specifications, in obstructions on the site, or in prior work done by another party that the Contractor feels precludes establishing proper drainage, shall be brought to the attention of the Construction Manager in writing for resolution.

During the installation of landscape plantings, keep pavements clean and work areas in a neat and orderly condition on a daily basis. Remove all debris, trash and excess materials generated by the landscape installation. Sweep, scrub or hose affected areas as directed by the Construction Manager to maintain a clean and neat work area.

Existing Utilities: Landscape Contractor shall call for "blue stake" as required. Exercise extreme caution in all planting operations, as there are underground utilities throughout the entire area. Contractor shall study and be familiar with the location of these obstructions and underground utilities. Place plantings where shown on the plans. If there are obstructions or underground utilities, relocate plants clear of any interference at the direction of the Construction Manager. Landscape Contractor shall repair all damages caused by him to obstructions and underground utilities at no expense to property owner or Contracting Agency. Determine location of underground utilities and perform work in a manner, which will avoid possible damage. Hand excavate, as required, to minimize possibility of damage to underground utilities.

Maintain grade stakes until all parties concerned mutually agree on removal.

The Contractor shall layout all plant material using stakes or flags to indicate the location of all plant materials. Spacing of shrub and groundcover material shall be as specified in schedule and as shown on the plans. Determine from the plan scale the location and spacing of trees, locating them as accurately as the scale permits. Accomplish preliminary adjustments to conform to actual site conditions at this time and with the approval of the Construction Manager or his authorized representative on the stakeout of all plant material.

Contractor shall not begin planting operations until landscape grading and irrigation system installation is complete, tested, and is fully operable by the irrigation controller.

430.4 DECOMPOSED GRANITE AREA: *Delete in its entirety and replace with:* 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 Construction Manager with a one-ton sample of material spread on-site to the required depth as indicated on the plans as well as a gradation report showing that the proposed granite is in compliance with the required gradations for review and approval a minimum of 15 working days prior to installation.

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.

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 Construction Manager. 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 Construction Manager.

All weed control products and herbicides shall be approved for use by the Construction Manager prior to any applications. Contractor shall submit copies of all manufacture specifications and application rates to the Construction Manager 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 Construction Manager for approval.

The sub-grade, prior to granite placement, shall be compacted to 85 percent of the maximum proctor density, as determined in accordance with the requirements of Arizona Test Methods 230 or 235, depending on the test method used to determine the compaction density (Sand Cone or Nuclear Method). Compaction testing and associated report shall be provided to the Construction Manager and sealed by a registered professional Construction Manager specialized in geotechnical investigation with all cost for testing and report of results to be provided by the Contractor at no cost to the Contracting Agency.

Contractor shall apply three (3) applications of pre-emergent:

- One application of pre-emergent herbicide prior to installing granite
- One application after granite has been installed, compacted, and raked level
- One application 30 Days prior to the end of the maintenance period

The Construction Manager is to be notified prior to all pre-emergent applications.

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 Surflan, Gallery, Dacthal, or an approved equal, and shall be applied at a rate specified by the manufacture to control weeds in an ornamental setting. Pre-emergent herbicide shall be applied to the designated granite areas, prior to the final water settling operation. 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 Construction Manager.

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. 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 Construction Manager. Methods of compacting such as rolling, water settling, etc., shall be approved by the Construction Manager.

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 Construction Manager. 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 Construction Manager.

Contractor shall provide samples to the Construction Manager for all granite as specified above for approval by the Construction Manager prior to placement.

430.4.2 Decomposed Granite 3/4 Inch Minus: Contractor shall supply and place decomposed granite in areas as designated on the plans. Color to be 'Belmont Gold'. Gradation requirements for the decomposed granite 3/4" Screened are as follows:

Decomposed Granite 3/4 Inch Minus	
Sieve Size Sieve	Percent Passing
2 Inch	100
1 1/4 Inch	100
1 Inch	84-82
3/4 Inch	40-38
1/2 Inch	4-2
#4	2-0.5

Contractor shall provide samples to the Construction Manager for all granite as specified above for approval by the Construction Manager prior to placement.

430.5 TREE, SHRUB, AND GROUND COVER PLANTING: *Is modified to add the following:*

The Contractor shall coordinate pre-approval of plant material and delivery with the Construction Manager and applicable nurseries as required.

Upon delivery to the site, plant all nursery stock as soon as possible. Until planting, plants shall not be exposed to excessive sun or drying winds. The Contractor shall immediately replace any stock, which is not satisfactory in the opinion of the Construction Manager with acceptable stock.

Perform the planting of all trees during favorable weather conditions, during the season or seasons, which are normal for such work, as determined by acceptable local practice.

Planting pit width only for trees and shrubs shall be excavated to a minimum width in each direction of two and a half ($2\frac{1}{2}$) times the size of the root ball of the plant to be planted. Contractor shall stockpile native top soil excavated. Use the native top soil for backfilling planting soil. Contractor shall scarify the walls of the planting pit to the satisfaction of the Construction Manager.

Remove any rock or other underground obstructions, if possible, to the depth necessary to permit proper planting, according to plans and specifications. When encountering underground construction, obstructions, or rock in the excavation of planting areas, the Contractor may select other locations of the planting only upon approval of the Construction Manager. Prior to any work, the Contractor must be knowledgeable of the locations of all existing underground installations, and their protection is his responsibility. At the expense of the Contractor, correct all damage to the satisfaction of the Construction Manager. Coordinate all work with other trades so conflicts will not exist or delay the work in any way. Coordinate grades with earthwork and with placement of irrigation systems fixtures.

All planting pits shall be completely filled with water and allowed to completely drain so that all sides and bottom soil of planting pit is thoroughly moist prior to any plant being installed.

Planting pits shall be backfilled with equal parts in thirds of native top soil, stabilized organic compost, and sand and be watered settled to a grade sufficient, that in the setting of the plant, the finish grade is level, after settlement, will be the same as that at which the plants were grown (see details in landscape plans).

Container Removal: Remove container by turning plant upside down, supporting root ball with hand and tapping container gently to dislodge plant. Support root ball with both hands until planted in pit. Do not injure root ball, or hold plant by the stem.

Box Removal: Remove bottom of plant boxes before planting. Remove sides of box without damage to root ball after positioning plant.

Set container and boxed stock on undisturbed native soil, plumb, and hold rigidly in center of pit or trench with top of ball at elevation as shown on planting details. When set, place additional soil backfill and fertilizer tablets around base and sides of ball, and work each layer to settle planting soil backfill to eliminate voids and air pockets. Working in six-inch (6") lifts of planting backfill mix, water settle the area every twelve inches (12") of depth applied around plant thoroughly before placing next two lifts, repeat process until completed.

After removal of plants from containers or box sides, superficially cut edge-roots with a sharp knife on sides and tease out feeder roots to assure positive contact and embedment into planting soil.

After watering, refill any settlement within basins to required grade with native soil.

Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by the Construction Manager, do not cut tree leaders, and remove only injured or dead branches. All pruning shall occur per the direction of the Construction Manager.

Remove from site any excessively pruned or malformed stock resulting from improper pruning and replace at no additional cost to the Contracting Agency.

Stake trees as identified on the plans. Stake all trees specified for staking in line with prevailing winds. Stakes shall be 2-inch round knot-free pine, length as required and installed as follows:

Stakes shall be placed immediately adjacent to, but in no case through, the root ball, and penetrate at least 6 inches into undisturbed soil, be aligned vertically, be pointed at one end, and be aligned so as not to interfere with the existing branch structure of the tree, extending 5 to 6 feet above grade.

Staple vinyl for fastening trees to stakes to the wood stakes, or otherwise attached to prevent removal of the vinyl. Provide not less than three (3) stakes spaced equally around trees (see tree staking details). After the Construction Manager has reviewed tree staking, remove all growth stakes, labels, and ties from trunks of trees and shrubs and be properly disposed of.

430.5.5 Ground Cover Areas: *delete in its entirety and replace with:*

All ground cover plants and planting procedures shall be in accordance with Section 430.5.6.

430.5.6 Shrub and Tree Pits: *add the Following:*

Plant Layout: The Contractor shall stake the location of individual trees, shrubs and accent plants, and layout the perimeter of ground cover areas in accordance with the

plans for the Construction Manager to approve. The Contractor shall also make adjustments in the plant locations as directed by the Construction Manager and plant trees, shrubs, ground covers and accent plants after establishing final grades and plant locations with approval of the Construction Manager.

Delivery: Deliver plants just prior to planting. Deliver all packaged materials in containers showing weight, analysis and name of manufacturer that the Contractor will use during the planting operations. Contractor shall protect materials from deterioration during delivery and while stored on site. Submit certification of contents, quantity and source of all plants and planting materials to the Construction Manager for approval.

Protection of Plant Materials: If there is a delay in planting for more than 6 hours after delivery, protect the plants from the sun, wind and mechanical damage. Keep roots and root balls moist, watering as often as necessary to maintain good health and vigor. Remove and replace all damaged and unhealthy plants as directed by the Construction Manager. Do not bend or bind any plants in such a manner as to damage bark, break branches or destroy their natural shape. Provide adequate protection for root systems. Do not handle container plants by their foliage, branches or trunks.

Pre-Delivery Inspection of Materials: Prior to delivery of any species to the project site, the Contractor shall make the necessary arrangements with the Construction Manager for an inspection of the plant material. The Contractor will pay for travel and expenses to non-local nurseries, out of the metropolitan Phoenix area, when requested by the Contractor. Remove immediately from the site any plants found to be unsuitable in growth habit or condition, or plants, which are not true to the specification, and replaced with acceptable plants.

The Contractor shall notify the Construction Manager at least 48 hours in advance for any inspection of the plant material at the offsite location. Prior to notifying the Construction Manager, the Contractor shall physically verify that all of the designated plant material meets the specified sizes and conditions.

Constructions of Plant Pits and Trenches: Prior to planting perform a percolation test on all plant pits to determine that adequate drainage exists. Fill the pits full with water. Allow the pits 24 hours to drain. If any pit has not substantially drained, install a rock caisson. Each caisson shall have a four-foot deep (4') by 8-inch (8") diameter hole filled with 1-1/2-inch diameter crushed stone filled to the bottom of the pit. Increase the depth of the caissons if encountering ground water, caliche, or impervious rock. No separate measurement or payment will be made for the addition of rock caissons.

430.5.6 Shrub and Tree Pits: *modify the second paragraph to read:*

Plant backfill mix - The planting backfill mix for trees, shrubs, ground covers and accent plants shall consist of equal parts 1/3 native soil, 1/3 stabilized organic compost, and 1/3 sand. Provide twenty (20) pounds of Live Earth Brand (www.liveearth.com) Granular Soil Conditioner, or equal, per cubic yard of plant backfill mix.

430.5.6.1 Compost: Compost shall consist of composted organic vegetative materials. Prior to furnishing 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 Construction Manager 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 odor shall be that of rich humus with no ammonia or anaerobic odors.

Compost shall meet the requirements of Table 1:

TABLE 1	
Cation Exchange Capacity (CEC)	Greater than 60 meq/100 g
Carbon: Nitrogen Ratio	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 mb 02/Kg compost dry solids – hour

430.8 PLANT GUARANTEE AND MAINTENANCE: *Add the following:*

Contractor shall begin maintenance immediately after the Construction Manager has accepted the entire plantings.

Contractor shall maintain landscape work until final acceptance of the project, but in no case less than 90 days after the Construction Manager accepts the work.

Contractor shall instruct the Contracting Agency's Maintenance personnel in the proper maintenance and operation of landscape work.

The Contractor shall furnish all labor, materials, equipment, tools, services, skill, etc., required to maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials shall include, but not be limited to, pruning, weeding, fertilizing, irrigation programming, pest control, and landscaped areas trash and debris clean up, per specifications. Maintenance shall be performed a minimum of once a week throughout the maintenance period.

Contractor Supervisor shall be responsible for the training and supervision of the maintenance personnel's performance of their duties during the maintenance period.

All materials as noted (but not limited to this list) shall conform to the bid specifications:

- Pre-emergent
- Fertilizer
- Plant material
- Decomposed granite
- Organic Compost
- Soil supplements

Tree and Shrub Care: Maintain trees and shrubs in a healthy, growing condition by performing necessary operations, including the following:

Pruning: Prune and shape only as necessary to maintain the usual form of the plant, to stimulate growth, to maintain growth within space limitations, to provide for sight visibility, and to maintain a natural appearance. Do not shear plant material. Any plant material improperly maintained, as determined by the Construction Manager, the Contractor shall remove and replace at no additional cost to the Contracting Agency.

Staking: Inspect stakes weekly and adjusted or removed as necessary.

Weed Control: In groundcover area, keep areas between plants free of weeds. Use recommended, legally approved, herbicides whenever possible. Avoid frequent soil cultivation.

Ground Cover Care: Foster attractiveness at all times by following these practices:

Granite Areas: Inspect landscape granite weekly. Remove man-made debris, weeds, and grass controlled with chemicals. Any erosion that has occurred in any granite areas the Contractor shall be remedy, repair and replace granite at the Contractor's expense.

Weed Control: Keep all landscape areas free of broadleaf or grassy weeds, with pre-emergent and/or selective contact herbicides. Cultivating or hoeing weeds is not an allowed practice. The Contractor shall eradicate all noxious weeds or the Contracting Agency may not accept the project.

Unless otherwise authorized, the Contractor shall maintain all landscape areas, as he completes them during the course of work, on a continuous basis and until Construction Manager's final project acceptance. The Contractor shall provide adequate and experienced personnel to accomplish the maintenance. Maintenance shall include keeping the landscape areas free of debris on a weekly basis, chemical control and hand removal of weeds, fertilization as needed, cultivating the planting areas, and repairing tree stakes. An Arizona pesticide licensed contractor shall perform all chemical control.

All plant material and installation shall be 100% guaranteed by the Contractor for an additional 90 Calendar Days following completion of the Plant Establishment Period and the final acceptance of the planting areas by the Construction Manager.

Contractor shall replace plants within seven days of notification from the Construction Manager. Remove and replace dead, damaged or vandalized plants within seven days of notification. Install replacement plants of the same kind and size as originally specified and as described in the contract documents.

Keep plants in a healthy, growing condition by watering, pruning, spraying, weeding and any other necessary operation of maintenance. Keep plant beds free of weeds, grass and other undesirable vegetation. The Contractor shall inspect the plants at least once per week and perform appropriate maintenance. Pruning and re-staking shall be required as needed to remove any plant growth conflicting with vehicular or pedestrian movement.

The Contractor shall maintain the irrigation system as specified in Section 440 and make any necessary repairs regardless of cause to assure a complete and operational system as originally designed and constructed. Make repairs within 24 hours of detection.

The Contractor shall notify the Construction Manager 48 hours prior to the application of any chemical treatments. Qualified personnel shall do chemical mixing and use the application equipment in the presence of the Construction Manager. An Arizona pesticide licensed contractor shall perform all chemical control. The Construction Manager shall approve the personnel, materials and methods of application of chemicals prior to beginning the operation.

There shall be no separate measurement and payment for the Plant Guarantee and Maintenance Period. This cost shall be included in landscape bid items for: plant materials and inert groundcover. Contracting Agency will hold ten percent of each landscape bid item amount in addition to retention for distribution until after the maintenance and establishment period.

430.9 PLANT ESTABLISHMENT PERIOD: *Delete in its entirety and replace with:*

The Contractor shall request an inspection by the Construction Manager when the Contractor believes the landscape work is substantially complete and the planting and related work is complete. After this initial inspection, and subject to his approval of the work, the Construction Manager will issue a written field notification to the Contractor setting the effective, beginning date for the Plant Establishment Period. The Plant Establishment Period for trees, shrubs, and ground cover shall be for a period of 90 days, but is subject to extension by the Construction Manager if the Contractor improperly maintains the landscape planting, appreciable plant replacement is required, or other corrective work becomes necessary. This work is incidental to other bid items within this section and there is no separate payment for the Plant Establishment Period.

At final project acceptance or at the end of the plant establishment period, the Construction Manager will make a final acceptance inspection of the planted areas.

430.10 MEASUREMENT AND PAYMENT: *Delete the second paragraph in its entirety and replace with:*

The basis of Measurement and Payment for plants is the price bid per each complete in place as shown on the project plans, details, and Special Conditions. Payment shall be full compensation for all labor, material, equipment, and incidental and appurtenant work for planting trees and shrubs.

The basis of Measurement and Payment for the decomposed granite of the various gradations will be at the contract unit prices bid per Square Foot for the inert materials as shown on the project plans, details, and Special Conditions and shall include all costs, materials, equipment, labor, and operations necessary for the finished grading (parkway grading), installation, compaction, and associated weed control and pre-emergent applications for installing decomposed granite.

Add the following new section

SECTION 440 SPRINKLER IRRIGATION SYSTEM INSTALLATION

440.1 DESCRIPTION: *add the following:*

The Contractor shall furnish all labor, materials, tools, equipment, and services necessary for the execution and completion of the irrigation system work as indicated on the drawings and as described in these specifications and the General Conditions.

The plans indicate a detailed layout of irrigation lines, laterals, sprinklers, and emitter locations; however, for graphic clarity some of the piping on the plans is diagrammatically outside of the planting areas. The Contractor shall follow the intent of the plan layout and shall review and obtain written approval from the Construction Manager for any requested changes.

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.

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.

440.2 GENERAL: *add the following:*

The plans indicate a detailed layout of irrigation lines, laterals, sprinklers and emitter locations; however, some of the piping on the plans is 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 Construction Manager for any requested changes. The Contractor shall maintain project record (as-built) drawings during the irrigation system construction as described below:

Maintain on-site and separate from documents used for construction, one complete set of contract documents as Project Record Documents. Keep documents current on a daily basis. Current up-to-date Record Drawings are a prerequisite for scheduled payments. Do not permanently cover work until recording Record Drawing information. Record pipe and wiring network alterations. Record installed work that is different from shown on the construction drawings. Record accurate reference dimensions, measured from at least two permanent reference points, of each irrigation system valve-assembly, each controller, each sleeve end, each wire splice location, each stub-out for future pipe or wiring connections, and all other irrigation components enclosed within a valve box.

Prior to Final Review, obtain from the Construction Manager a reproducible Mylar copy of the drawings. Using technical drafting pen, duplicate information contained on the project drawings maintained on site. Label each sheet "Record Drawing". Completion of the Record Drawings will be a prerequisite for the Final Review.

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.

Add the following new sub-sections to the MAG Specifications:

440.2.1 Permits: The Contractor shall obtain and pay for all permits and fees for installation or construction of the work included under this section, required by legally constituted authorities having jurisdiction, 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.

440.2.2 Execution: The Contractor shall examine the work areas and working conditions that will affect the work of this section. The Contractor shall not proceed with work until correcting the unsatisfactory conditions.

440.2.3 References: Conform to the requirements of reference information listed below except where requirements are more stringent or 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, Contracting Agency Supplements to MAG and MAG Standards.

440.2.4 Quality Assurance: A licensed and bonded plumber(s) shall execute work involving plumbing for installation of meters, vaults, meter boxes, water taps, copper piping, backflow preventer(s), and related work. Secure a permit from Contracting Agency at least 48 hours prior to start of installation.

Tolerances: Specified depths of mains and lateral pipes are minimums. Settlement of trenches is cause for removal of finish grade treatment, refilling, re-compaction, and repair of finish grade treatment.

Coordinate work with other trades.

For a period of one year (365 days) from Final Acceptance, the Contractor shall 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, or planting at no

additional costs to the Contracting Agency. Make repairs within three (3) days following notification by the Construction Manager.

440.2.5 Cleaning: Maintain continuous cleaning operation throughout the duration of the work. Dispose of, off-site at no additional cost to the Contracting Agency, all trash or debris generated by installation of the irrigation system.

440.2.6 Operation and Maintenance Manuals: Submit four (4) operation and maintenance manuals to the Construction Manager for review prior to final acceptance. The manuals should include the complete cut sheets and repair material breakdowns for all materials and products used; guarantee statement, complete operating and maintenance instructions on all major equipment. The Contractor shall provide a demonstration to maintenance personnel, with Construction Manager present, of how to adjust and maintain all emitter types, controller functions, and recommended controller programs, as established by the Contractor. The Contractor shall also review recommended watering rates and irrigation schedules for new plant materials.

440.2.7 Preliminary, Substantial, and Final Walk-Through Inspections: Arrange for a preliminary walk-through with the Construction Manager, when the entire system is operational. Operate each zone in its entirety, additionally, open all valve boxes and expose item covered, if directed. Generate a list of items to be corrected and make adjustments, "fine tuning" the entire system by regulating valves, and setting pressure regulators at proper and similar pressure to provide proper coverage. Flush and adjust all emitters for optimum performance while preventing water from getting onto walks, roadways, and buildings. Adjustments may include, at no additional cost to the Construction Manager and the Contracting Agency, additional emitters, tubing, and flush end caps as required.

The Contractor shall correct all items generated from the preliminary walk-through and then arrange for a Substantial Completion walk-through. The Contractor shall rework any items deemed not acceptable by the Construction Manager to the Construction Manager's complete satisfaction. The maintenance period will not begin unless authorized by the Construction Manager. Provide all accessories, charts, record drawings and equipment, as required, before scheduling the Final walk-through.

Following the Landscape Maintenance Period the Contractor shall schedule a Final Walk-through inspection to review the system and make any necessary adjustments to the watering schedule.

440.3 MATERIALS:

Add the following new sub-sections to the MAG Specifications:

440.3.1 Equipment to be Furnished: All materials to be new and bear the appropriate National Association seal of approval for example, NSF, US, etc. Procure similar equipment from the same manufacturer and internal parts shall be common and

interchangeable. Parts listing and source replacement will be furnished to the Construction Manager.

In addition to the materials required to complete the work as shown on the plans and as directed by the Construction Manager and these specifications the Contractor shall be required to provide additional spare parts and equipment necessary to utilize the installed irrigation components, see related requirements under 440.10.1 Project Closeout.

440.3.2 Submittals: Prepare and make submittals in accordance with conditions of the Contract, and as follows: A minimum of thirty (30) days prior to beginning work on the irrigation system the Contractor shall submit one (1) pdf copy of manufacturers' catalog cuts, specifications, and operating instructions for equipment shown on the materials list covering materials listed below and any other items requested by the Construction Manager or that Contractor intends to utilize on the project.. Do not order materials until the Construction Manager reviews the products. Quantities of materials need not be included.

Submit the following:

- Pipe
- Drip Irrigation Equipment
- Fittings and Solvents
- Wire and Connectors
- Ball Valves
- Quick Coupler
- Valve Boxes
- Pressure Regulators
- Gate Valves
- Remote Control Valves
- PVC nipples
- Valve I.D. Tags
- Geotextile fabric
- Pea gravel
- Flush End Caps

All items shall be those specified and approved by the Construction Manager. The Contractor shall not make substitutions without approval.

All submittals or shop drawings that are rejected in whole or in part shall be resubmitted and approved by the Construction Manager prior to the start of any field operations.

440.5 TRENCH EXCAVATION AND BACKFILL: *add the following:*

Waterlines continuously pressurized – 18-inches minimum for 2-1/2" and smaller pipes, 24-inches minimum for 3" and larger pipes.

Control wire – 2-inches minimum below top of mainline pipe, or 18-inches minimum where installed in separate trench from mainline pipe.

Lateral sprinkler lines – 12-inches minimum for 2" and smaller pipes, 18-inches minimum for 2-1/2" and larger pipes.

Plastic lines in sleeves under pavement - 36 inches minimum

Pipe trenches shall be straight but if obstructions necessitate a change of direction, follow the limits of curvature for PVC pipe in strict accordance with pipe manufacturer recommendations.

Trenches may curve to change direction or avoid obstructions within the limits of the curvature for PVC pipe. Minimum radii of curvature are 25 feet for 2-inch diameter pipe, 100 feet for 3- and 4-inch diameter pipe, and 150 feet for 6-inch pipe. All curvature results from the bending of the pipe lengths. No deflection will be allowed at a pipe joint.

Add the following new sub-section to the MAG Specifications:

440.5.1 Staking: The Contractor shall 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 is schematic. Accomplish preliminary adjustments to conform to actual site conditions during staking. Should changes be required the Contractor shall obtain approval of the Construction Manager prior to actually performing the work. Water connection supplied by the Contractor shall be as shown on the plans or as designated by the Construction Manager and the Contracting Agency and the utility concerned.

440.5.2 Bedding, Backfilling, and Compaction: Contractor shall bed pipe bedded in at least three inches (3") of finely graded native soil or sand to provide a firm, uniform bearing. After leveling, surround the pipe with additional finely grained native soil or sand to at least 4" over the top of the pipe.

Bedding sand shall be required when site conditions dictate and clean backfill meeting the specifications is not available. It shall also be required under asphalt and concrete pavements such as roadways, parking surfaces and plazas.

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 3/8" 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. The Contractor

shall backfill trenches and excavations restoring the specified thickness of topsoil to the upper part of the trench. Compaction shall be in accordance with Section 301. In appropriate types of soil, the Construction Manager may authorize the use of flooding in lieu of tamping.

Under no circumstances shall vehicle wheels be used for compacting soil.

If settlement occurs and subsequent adjustments in pipe, valves, irrigation heads, turf or other plantings, or other construction are necessary, the Contractor shall make all required adjustments without cost to the Contracting Agency.

440.6 PIPE INSTALLATION:

Add the following new sub-section to the MAG Specifications:

440.6.1 Piping: Provide pipe, schedule and size as shown on the drawings and per Section 757 and as specified herein.

PVC Pipe: Snake pipe in trench as much as possible to allow for expansion and contraction. Provide a firm, uniform bearing for the entire length of each pipeline to prevent uneven settlement. Install pipe in accordance with ASAE Standard, ASAE 376. Pipe shall be clean prior to installation and the Contractor shall maintain the pipe in that condition during installation. When pipe laying is not in progress, close the open ends of the pipe by the approved means.

The Contractor shall provide sand bedding or fine-grained material when encountering ledge rock, hardpan, or boulders. The Contractor shall compact bedding material to provide a minimum depth of bed between pipe and rock of three (3) inches.

Make solvent welded joints in accordance with ASTM D-2855, and use the type of solvent and primer recommended by the pipe manufacturers. Apply primer and solvent to the pipe ends in such a manner that no material is 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. Do not expose the pipeline to water for at least 12 hours after assembling the last solvent welded joint.

Use schedule 80 pipe for threaded joints. Do not use solvent on threaded pipe. Threaded joints shall be hand tightened, with final tightening with a strap wrench as necessary to prevent leaks.

Fittings for use with mainline pipe under 2 ½" and smaller shall be schedule 80, pipe 3" and larger shall be ductile iron.

Fittings for lateral pipe 2 ½" and smaller shall be schedule 40.

All pipe 3" and larger shall be rubber ring gasketed.

Protect the pipe from damage during assembly. Use only padded jaw vises and strap wrenches. Remove and replace any nicked, scarred or otherwise damaged plastic pipe. Exercise care to avoid stress on a previously made joint.

When PVC to metal pipe connectors is required, accomplish these connections first. Use a plastic adapter with external pipe thread, screwing it into the metal internal pipe threads. Use Teflon tape, or equal, on all plastic to metal threaded joints. Hand-tighten the joint and utilize a light wrench, as necessary, to prevent leaks.

Separate piping or conduit of different trades crossing each other by a minimum of six (6") inches in the vertical direction.

Install thrust blocks for fittings on pipe greater than or equal to 3-inch diameter or any diameter rubber gasketed pipe. Use 3,000 PSI concrete, 2-mil plastic, and No. 4 Rebar. Use cast-in-place concrete bearing against undisturbed soil. Size, orientation and placement shall be as shown on the installation details. Wrap fitting with plastic to protect bolts, joint, and fitting from concrete. Install rebar as shown on the installation details.

Use a joint restraint harness on pipe greater than or equal to 3-inch diameter or any diameter rubber-gasketed pipe wherever joints do not have positive restraint by flanged fittings, threaded fittings, and/or thrust blocks. Use a joint restraint harness with transition fittings between metal and PVC pipe, where weak trench banks or vertical directional changes do not allow the use of thrust blocks, or where extra support is required to retain a fitting or joint. Use bolts, nuts, retaining clamps, all-thread, or other joint restraint harness materials, which are zinc plated or galvanized.

Use restrained casing spacers for gasketed pipe routed through sleeving. Provide Ford Uni-Flange Restrained Casings Spacers or approved equal. Construct restrainer body and runner supports of high strength ductile iron meeting ASTM A536 and grade 65-42-12. Connecting rods must meet ASTM A242, ANSI/AWWAC111/A21.11. Construct runners of ultra high molecular weight polymer. 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 Flush End Caps at the end of lateral drip lines as locations as shown on the plans or directed by the Construction Manager. Construct Flush End Caps as per the plan details. There is no measurement for Flush End Caps and are incidental to the other irrigation items.

Add the following new sub-section to the MAG Specifications:

440.6.2 Sleeving:

Sleeve any piping located under asphalt, concrete, or other pavements, size and schedule as noted on the plans. If not noted, sleeves shall be Schedule 40, and a minimum of 2 times larger than the pipe being sleeved. Use separate conduit within the main sleeve for wiring, or as directed by the Construction Manager.

All horizontal borings, as indicated on the plans and as required by these specifications, shall be considered included in the cost of the sleeve being installed.

When any cutting or removal of asphalt and/or concrete work is necessary, it shall be saw cut in accordance with MAG Section 601.2.7. The Contractor shall obtain permission to cut asphalt or concrete from the Construction Manager. 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.

Asphalt cut and patch operations necessary for sleeve installation is incidental to the sleeve installation. Do all asphalt cutting with proper equipment to allow straight and true cuts through the full depth of the asphalt. Trench shall be in accordance with MAG Standard Detail 200-1. The Contractor shall replace any patchwork if the patch compacts more than 1/2 inch or if any of the patches becomes dislodged within one year. All asphalt shall comply with MAG Section 336.

All sleeves crossing an irrigation district pipe shall be in accordance with the project plans, specifications, and Irrigation district's Standard Details. The bid item for the irrigation pipe sleeve shall include all labor, material; bore operations and equipment, pipe, fittings and coordination, fees and/or permits with the irrigation district.

Extend sleeve ends 12 inches beyond edge of hardscape, or sidewalks. Cap sleeve ends and mark with stakes. Provide mule-tape, rope or wire through sleeve and secure each end to stake at surface grade, for future use. Cover sleeve ends with duct tape prior to backfill.

440.7 VALVES, VALVE BOXES, AND SPECIAL EQUIPMENT INSTALLATION: *Add the following:*

Install all remote control valves, gate valves, hydrometers, pressure reducing valves, wye strainers, emitter flush plugs, and quick coupling valves in suitable plastic valve access box of proper size as required for easy access to the installed components. All valve boxes supplied shall be Carson 1324 super jumbo, Carson 910 round, or 510 emitter irrigation boxes as shown on plans or approved equal. Economy boxes are not an acceptable alternative. Install all valve boxes with a six-inch minimum ½-inch diameter pea- gravel sump. Line the sump with Geotextile fabric.

All valve boxes and lids are to be colored tan in decomposed granite and green in turf.

Ball valves for use with remote control valves and quick couplers shall be Spears 2000 Series True Union or approved equal. The valves shall be manufactured of schedule 80 PVC and feature Teflon seats capable of two-way blocking. The valve shall have threaded end connections. Valves shall be sized to match the remote control valve or mainline pipe size.

Provide quick coupling valve assemblies consisting of a two-piece brass body with a stainless steel valve spring, a spring-loaded brass cover with a rubber cover.

- For all quick coupling valves, provide prefabricated 12" lay length swing joints with elastomeric threads.
- Unless otherwise indicated on the Contract Drawings, provide Schedule 40 or Schedule 80 polyvinyl chloride (PVC) plastic double swing joint risers.
- Provide a stabilizer bar in accordance with the details on the Contract Drawings.
- Rating: Provide quick coupling valve assemblies rated for the 150 Pound Class.
- Quick Coupling Key: Provide one brass quick coupler key with double lugs sized to matching the quick coupling assembly and one brass hose swivel with 1" FPT x 3/4" MHT connections to owner.

Wiring: All wiring for remote control valve operation shall be UF-600, UL listed for direct burial usage. The control wire shall be 14 AWG colored red, the common 12 AWG white. Run a spare single green 14-gauge spare wire from the irrigation controller and loop into each of the remote control valve boxes. Place all wires in continuous runs between the Irrigation controller and the valve to which it controls without splices. The Construction Manager will only allow splices when the run length exceeds 2500 feet. Place all splices in splice boxes and record locations of the boxes on the as-built drawings.

440.8 SPRINKLER HEAD INSTALLATION AND ADJUSTMENT: *Add the following:*

All emitter heads shall be of the types and sizes as indicated on the plans. Install emitters in relation to finished grade as indicated on the plans.

The Contractor shall be responsible for sprinkler and emitter outlet adjustment for a period of ninety (90) days as described in the establishment period below.

440.9 AUTOMATIC CONTROL SYSTEM INSTALLATION: *Add the following:*

The irrigation system will utilize the existing controller from Phase 1.

The contractor shall test the 2 control & 1 common wires already stubbed-out from the existing controller to same location where 1" mainline pipe is stubbed-out from phase 1 to verify wires are intact between these two points.

Automatic remote control valves for solar controllers shall be DC electric solenoid operated of the types and sizes as indicated on the plans. They shall be compatible with the system operating pressure and design. The solenoid shall be a DC latching compatible with the solar controller. Contractor shall provide solenoid adapters

compatible with remote control valves. Remote control valves shall have the valve body and bonnet constructed of glass-filled nylon.

Control wiring shall be U.L. approved for direct underground burial and shall be 14-1 AWG minimum size for control wires and 12-1 AWG minimum size for common wires or as noted on the drawings. Place the control and common wiring in the same trench as the mainline, beside the mainline at the bottom of the trench.

Bundle control wires where contained within the same trench and tape together at 10-foot intervals along wire routing. Do not tape wires together where contained within sleeves and conduit. Provide a 24-inch excess length of wire in an 8-inch diameter expansion loop at each 90-degree change of direction, at both ends of sleeves, and at 100-foot intervals along the wire routing. Do not tape wiring within expansion loops.

All wiring for all 120 and 24 volt connections must meet the National Electrical Code and be UL listed.

Make wire connections to remote control electric valves and splices in the field if approved by Construction Manager using 3M DBY-6 or Paige DB14-4 wire splices, no others will be accepted.

It is important that the wire splice be waterproof so that there is no chance for leakage of water and corrosion build-up on the joint.

There shall be no wire splices between the irrigation controller and the field valves unless the distance between the two exceeds 2500 foot or as indicated on the plans. Place all splices in valve boxes marked with Wire Splice on the cover.

440.10 FLUSHING AND TESTING: *add the following:*

Provide all necessary pumps, bypass piping, storage tanks, meters, supply piping, and fittings in order to perform testing properly. The Contractor shall backfill the trench to prevent movement of the pipe under pressure. Expose couplings and fitting. Purge air from pipeline before test. Subject the mainline pipe to 120 PSI for four hours. Maintain constant pressure to the subject mainline pipe. No allowable pressure loss will be allowed.

Replace any defective pipe, fitting, joint, valve, or appurtenance. Repeat the test until the subject mainline pipe meets the above maximum allowable volume loss during the test period.

Perform an operational test of the irrigation system in the presence of the Construction Manager and a representative from the Contracting Agency Maintenance Division. Contact the Construction Manager and Contracting Agency Authorized Representative three working days prior to testing.

A coverage test shall be performed after sprinkler heads have been installed and shall demonstrate that each section or unit in the irrigation system is constructed to provide uniform head-to-head coverage of the areas serviced.

Operation of all valves, flow sensors, gate and ball valves, drip systems, ET devices and remote monitoring equipment (computer central or internet) shall be demonstrated prior to project acceptance and start of maintenance.

Add 440.10.1 Project Closeout:

General: All requirements and procedures for submittal of pertinent data relating to closing out of Project upon completion of the project work. Detailed instructions elsewhere in these Specifications may require that certain items listed herein to be submitted prior to Substantial Completion of the Project. This Section is complementary to the General Conditions and Special Conditions and nothing herein shall be considered to waive any requirements of the General Conditions or Special Conditions.

Final Payment: Receipt and approval of all items specified in this Section is a prerequisite for final payment.

Record Drawings: Contractor shall provide Record Drawings, which shall clearly show all differences between the Contract work as drawn and as installed. Show all work added to the Contract that is not on the Contract drawings. Contractor shall maintain a set of Record Drawings at the job site. Keep these legible and current and shall be available for inspection at all times by Contracting Agency. 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 Bulletin. 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., depict any irrigation lateral line modifications or adjustments on the plans. Record Drawings shall contain the names, addresses, and phone number of the Subcontractors. The Contractor shall sign the Record Drawings. The Contracting Agency shall review the Record Drawings and shall be the sole judge of the acceptability of these drawings. Upon Substantial Completion of the Project, Contractor shall submit the redlined record drawings to the Construction Manager for preliminary review. Contractor shall make all corrections required and resubmit revised copy to the Construction Manager for review. Upon acceptance of the redlined record drawings and prior to final payment, the Contractor shall submit to the Construction Manager 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.

Maintenance Manual and Operating Instructions: Upon completion of the installation of all work, Contractor shall furnish two (2) complete bound copies of operating and maintenance instructions and parts lists for all materials and equipment. Including electrical, irrigation, pump and control items supplied. Operating instructions shall

include complete operating sequence, control diagrams, description of method of operating machinery, machine serial numbers, factory order numbers, parts lists, instruction books, supplier's phone numbers and addresses and individual equipment guarantee. Parts lists shall be complete in every respect, showing all parts and part numbers for ready reference. Assemble Maintenance Manual and Operating Instructions in hardback 3-ring loose-leaf binders. Suitably label and index all material contained therein for ready reference. Upon Substantial Completion of the Project work, submit one copy of the Maintenance Manual and Operating Instructions to Construction Manager for review. Upon receipt of notice of acceptance, deliver the additional copies to the Contracting Agency.

Guarantees and Warranties: Submit all required guarantees and warranties to the Contracting Agency. Provide all written guarantees, warranties or certificates required. Guarantees and warranties shall be a part of maintenance manual.

Spare Parts and Maintenance Materials: The Contractor shall deliver to the Contracting Agency 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:

- One (1) of each size remote control valve installed
- Ten (10) of each emitter type and volume installed
- Two (2) keys (5' handle) for each type of gate and ball valve installed

Semi-final and Final Review: When Contractor is of the opinion that the Project is substantially complete, he shall send to the Construction Manager a written statement that the Project is substantially complete (naming a date) and shall request a semi-final inspection by the Construction Manager to determine the status of completion. The Construction Manager must receive such notice at least three days before the requested inspection date. If the Construction Manager 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. If the Construction Manager does not concur in the Contractor's claim of Substantial Completion, the Contractor shall continue to maintain the site until the Construction Manager accepts the project. When all items on the "Punch List" are completed or corrected, the Contractor shall send to the Construction Manager a statement that the Project is complete and request a final inspection. If the project is complete and all "Punch List" items are completed or corrected, the Construction Manager will issue a final acceptance letter. 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 Conditions.

Final Checkout of Project and Equipment of Contracting Agency: Before acceptance and final payment, at a time arrived at with the Construction Manager a complete checkout and test shall be made of all irrigation, mechanical and electrical systems,

architectural and structural devices, etc., with the Construction Manager. For this purpose, each trade concerned shall provide a skilled operating Construction Manager 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.

Maintenance: Maintain irrigation system for duration of 90 calendar days from formal written final acceptance by Construction Manager. Make periodic examinations and adjustments to irrigation system components in order to achieve the most desirable application of water. Following completion of Contractor's maintenance period, Contracting Agency will be responsible for maintaining system in working order during remainder of guarantee/warranty period, for performing necessary minor maintenance, for protecting against vandalism, and for preventing damage after landscape maintenance operation. The Contractor shall 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 Contracting Agency. Make repairs within 48 hours following notification by the Construction Manager. The Contracting Agency has the right to make emergency corrections and back-charge to the contract for his/her costs when determined necessary by the Construction Manager.

Clean Up: 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. Do not allow trash, discarded material and other debris to blow around on the project. Discard all materials off site at an approved sanitary landfill.

440.11 MEASUREMENT AND PAYMENT: *delete in its entirety and replace with:*

Payment for the irrigation distribution system is the bid price for each element of work identified on the bid schedule. These unit cost prices shall be full compensation for the system complete in-place as described herein and on the plans. If an item of work is noted on the plans but does not appear on the bid schedule the cost of that item is considered included in the cost of other items of work and no direct measurement or payment will be made.

SECTION 510 CONCRETE BLOCK MASONRY

510.1 DESCRIPTION: *is modified to add:*

This work shall include the construction of a masonry screen wall in accordance with project plans and details including matching the stucco finish and paint color of the adjacent existing wall.

510.2 CONSTRUCTION: *is modified to add:*

Contractor shall match the finish and color of the existing adjacent concrete masonry walls. Contractor shall provide a 3ft by 3ft mock-up of stucco finish on wall for City review and approval to ensure that the finish and texture matches the existing adjacent walls

510.6 PAYMENT: *delete in its entirety and replace with the following:*

Masonry Screen Wall shall be measured by the square foot from top wall to top of footing along the face of the wall.

Masonry Screen Wall will be paid for at the contract unit price and shall include full compensation for furnishing all labor, materials, equipment, and incidentals for doing all work including all excavation, subgrade preparation, backfill, footings, finishes and all work complete in place as shown on the project plans and as specified.

SECTION 530 PAINTING**530.8 SURFACE PREPARATION FOR PAINTING:** *is modified to add:*

Surface preparation shall be per project plans, details, as stated in other sections of MAG, or standard section 530.8. The stricter surface preparation requirements shall prevail.

530.9 PAINTING: *is modified to add:*

Paint shall be per project plans, details, as stated in other sections of MAG, or standard section 530.9. The stricter painting requirements shall prevail.

530.11 PAYMENT: *the first paragraph is revised to read:*

No separate payment will be made for the preparation of surfaces, shop prime coat and field touch-up coats on structural steel and miscellaneous metal items and shall be considered as included in the prices for the structural steel and miscellaneous metal items. No separate payment will be made for second and finish coats on structural steel or miscellaneous metal items shall be considered as included in payments for the structures. No separate payment will be made for cleaning all painting on miscellaneous metal items and shall be considered as included in the price for the item.

ATTACHMENT 'A' GEOTECHNICAL REPORT

EXHIBIT C
CONTRACTOR BID FORMS

**SECTION 300
BID FORMS**

BID

IFB No. 2022001
Project Name: **BUCKEYE PARK-N-RIDE EXPANSION**
Due Date: September 23, 2021, no later than 3:00 p.m., MST
Bid from: Combs Construction Company, 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: <u>1</u>	DATED: <u>9/16/21</u>
AMENDMENT NUMBER: <u>2</u>	DATED: <u>9/21/21</u>
AMENDMENT NUMBER: _____	DATED: _____
AMENDMENT NUMBER: _____	DATED: _____

BASE BID:

The undersigned proposes to complete all of the Work in accordance with said Construction Documents, plans, specification and all associated amendments for the sum of: ^{FT}

~~two million eight hundred ninety thousand six hundred~~ ^{sixteen} ~~dollars and forty-four cents~~ ^{FT} Dollars (2,890,166.44).
Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

SCHEDULE OF VALUES (Revised – Addendum 1)					
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
1	Construction Surveying and Staking	LS	1	\$100,000.00	\$100,000.00
2	Storm Water Pollution Prevention Devices and Permits	LS	1	\$25,000.00	\$25,000.00
3	Contractor Mobilization (5%)	LS	1	\$98,000.00 ^{FT}	98,000.00 ^{FT}
4	Earthwork (includes all excavation, processing, and placement of material to the lines and grades as shown on the project plans and export of all excess material)	LS	1	\$251,655.58	\$251,655.58
5	12" Thick Rip Rap with Fabric, D50=6"	CY	16	\$250.00	\$4,000.00
6	Asphalt Pavement (3" AC/ 7" AB)	SY	8,440	\$26.00	\$219,440.00
7	Concrete Curb and Gutter, MAG Std Dtl 220-1, Type A	LF	162	\$44.00	\$7,128.00
8	Concrete Single Curb, MAG Std Dtl 222, Type A	LF	2,615	\$34.00	\$88,910.00
9	Concrete Valley Gutter, MAG Std Dtl 240 (Modified to 3' Width)	SF	874	\$16.00	\$13,984.00
10	Concrete Sidewalk, MAG Std Dtl 230	SF	1,623	\$7.50	\$12,172.50
11	ADA Ramp With Detectable Warning	SF	98	\$24.00	\$2,352.00
12	Miscellaneous Removals	LS	1	\$78,000.00	\$78,000.00
13	Sawcut and Remove Asphalt Pavement	SY	109	\$30.00	\$3,270.00
14	Utility Pothole Allowance	LS	1	\$2,500.00	\$2,500.00

15	4" White Parking Stall Stripe, Thermoplastic	LF	4,232	\$ 0.67	\$ 2,835.44
16	4" Double Yellow Stripe, Thermoplastic (4" equivalent)	LF	272	\$ 0.67	\$ 182.24
17	Stall Stripe Out, 4" White Thermoplastic	LF	134	\$ 0.67	\$ 89.78
18	Sign Panel (ASTM Type XI Sheeting)	SF	18	\$ 25.00	\$ 450.00
19	Sign Post (12 Gauge Steel) (1-3/4" Square Tube)	LF	120	\$ 13.00	\$ 1,560.00
20	Concrete Sign Base For Square Tube Post	EA	12	\$ 100.00	\$ 1,200.00
21	36" Box Tree	EA	18	\$ 705.00	\$ 12,690.00
22	48" Box Tree	EA	3	\$ 1,550.00	\$ 4,650.00
23	18' - 20' high Fan Palm	EA	13	\$ 1,450.00	\$ 18,850.00
24	5 gallon Shrubs	EA	173	\$ 25.00	\$ 4,325.00
25	3/4" Minus Decomposed Granite	SF	18,290	\$ 0.50	\$ 9,145.00
26	Root Barrier	SF	925	\$ 7.00	\$ 6,475.00
27	Control Wires	LF	1,200	\$ 2.00	\$ 2,400.00
28	Remote Control Valve Assembly-Drip	EA	2	\$ 400.00	\$ 800.00
29	Ball Valve Assembly	EA	1	\$ 250.00	\$ 250.00
30	Quick Coupler Assembly	EA	1	\$ 310.00	\$ 310.00
31	Emitter(Assembly)(Single-Outlet)	EA	173	\$ 15.00	\$ 2,595.00
32	Emitter(Assembly)(Multi-Outlet)	EA	44	\$ 30.00	\$ 1,320.00
33	Deep Root Assembly	EA	26	\$ 65.00	\$ 1,690.00
34	Pipe (PVC)(1")(Schedule 40)	LF	400	\$ 3.00	\$ 1,200.00
35	Pipe (PVC)(2")(Schedule	LF	60	\$ 5.00	\$ 300.00

	40)(Sleeve)				
36	Pipe (PVC)(3")(Schedule 40)(Sleeve)	LF	465	\$ 9.00	\$ 4,185.00
37	36" CMU (6" Wide) Screen and Property Wall	LF	520	\$ 210.00	\$ 109,200.00
38	Curb Opening Catch Basin per City of Buckeye Std Dtl B-510, L=6'	EA	1	\$ 9,000.00	\$ 9,000.00
39	Catch Basin per MAG Std Dtl 535, Modified with Level 18" Deep Sump, Install Bicycle Safe Grates	EA	2	\$ 6,250.00	\$ 12,500.00
40	Manhole per MAG Std Dtl 420-1, 48" Dia	EA	1	\$ 9,000.00	\$ 9,000.00
41	Underground Stormwater Detention System	LS	1	\$ 350,000.00	\$ 350,000.00
42	12" Dia HDPE Storm Drain Pipe	LF	69	\$ 60.00	\$ 4,140.00
43	18" Dia HDPE Storm Drain pipe	LF	36	\$ 65.00	\$ 2,340.00
44	24" Dia HDPE Storm Drain pipe	LF	61	\$ 70.00	\$ 4,270.00
45	Fire Hydrant Assembly (Dry Barrel) (MAG Std Dtl # 360-1), 6" DIP CL 350	EA	1	\$ 5,500.00	\$ 5,500.00
46	6" DIP, CL350 Waterline, Restrained, Wrap with Blue Polywrap per MAG Std Spec 610.6	LF	8	\$ 55.00	\$ 440.00
47	Waterline Vertical Realignment, Beneath Underground Storm Detention per MAG Std Dtl 370	LF	60	\$ Ø	\$ Ø
48	Waterline Concrete Encasement per MAG Std Dtl 404-3	LF	28	\$ 50.00	\$ 1,400.00
49	6" Gate Valve, Box & Cover per MAG Std Dtl 391-1, Type A	EA	1	\$ 1,800.00	\$ 1,800.00
50	Headwall per MAG Std Dtl 501, Type L with Pipe Flap Gate	EA	1	\$ 10,000.00	\$ 10,000.00
51	Concrete Pull Boxes (#3-1/2)	EA	10	\$ 450.00	\$ 4,500.00
52	Conduit, Conductors, Trenching, and Backfill for electrical system	LS	1	\$ 156,000.00	\$ 156,000.00
53	LED Light on Steel Pole	EA	19	\$ 5,250.00	\$ 99,750.00
54	LED Lighting mounted in Auto Pedestrian Canopy	EA	4	\$ 1,575.00	\$ 6,300.00

55	LED Light mounted in Parking Structures	EA	131	\$ 1,100.00	\$ 144,100.00
56	Connection to Existing Service Entrance Section	LS	1	\$ 350.00	\$ 350.00
57	Auto-Pedestrian Shade Structure	EA	1	\$ 48,000.00	\$ 48,000.00
58	8" X 8" tapping sleeve	EA	1	\$ 8,500.00	\$ 8,500.00
59	8" DIP	LF	194	\$ 95.00	\$ 18,430.00
60	8" Gate Valve Box & Cover	EA	1	\$ 2,200.00	\$ 2,200.00
SUB TOTAL					\$1,991,694.54
GENERAL CONDITIONS					
61	Owner's Contingency (Unforeseen Circumstances)	LS	1	\$249,311.90	\$249,311.90
TOTAL CONSTRUCTION COST					\$ 2,241,006.44
	Alternate A- Dual Sided Parking Structures	EA	2	33,502.00	67,004.00
	Alternate B:				
	-Dual Sided Parking Structures	EA	10	31,533.00	315,330.00
	-Single Sided Parking Structures (price per space) (including HC spaces)	EA SPACE	79	3,384.00	267,336.00
ALTERNATES SUB TOTAL					\$649,670.00
TOTAL CONSTRUCTION COST WITH ALTERNATES					\$ 2,890,676.44

Submitted by: Combs Construction Company, Inc.

SIGNATURE:

NAME:

TITLE:

Principal Office:

Address:

Telephone:

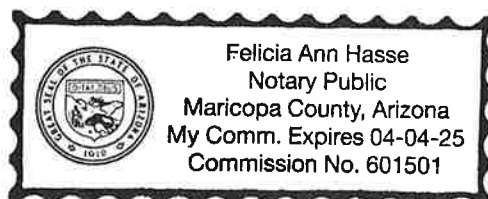
Facsimile:

I, Ryan Combs being duly sworn deposes and says that he/she is the
President of Combs Const. Company Contractor(s), and that answers to
the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 23rd day of September, 2021

Notary Public: Felicia Ann Hasse

My Commission Expires: 4th day of April, 2025



ATTACHMENT 1

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
COMBS CONSTRUCTION COMPANY, INC.
(Contractor's Name)

as Principal, and WESTERN SURETY COMPANY, as Surety, are hereby held and firmly bound into City of Buckeye as OWNER in the penal sum of Ten Percent (10%) of the Base Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 7th day of September, 2021

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. 2022001 – Buckeye Park-n-Ride Expansion.**

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.

COMBS CONSTRUCTION COMPANY, INC.

Ryan Combs (Principal) (L.S.)

WESTERN SURETY COMPANY

(Name of Surety)

By: Donna Garcia (Signature)

Donna Garcia, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE 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 Los Angeles

On SEP 07 2021 before me, Ethan Spector, Notary Public, personally appeared Donna Garcia 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.



Signature

A handwritten signature in black ink, appearing to be 'E. Spector', written over a horizontal line.

Signature of Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tracy Aston, Tom Branigan, Edward C Spector, Lisa K Crail, Simone Gerhard, B Aleman, K D Wapato, April Martinez, Samantha Fazzini, Marina Tapia, Donna Garcia, Rosa E Rivas, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of February, 2019.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 13th day of February, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument: that he knows the seal of said corporation: that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____



SEP 07 2021
WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

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
Paving	C.L. Asphalt	190235	604591636
Pipe	CACC	302660	121002225
Trucking/ABC	Otto Trucking	NA	182709113
Concrete	ACS Concrete	317891	081047614
Striping/signs	Falcon	277976/168973	005180098
Carports	Diamondback Carports	141754	824669683
Survey	Alta	NA	081612858
QC	ATC	306781	082349635
Landscape	Land Tech	205817	133377569
Asphalt	SW Asphalt	228689/186639	801024980
Electrical	Martell Electric	333851	556780174
Masonry	Sunnyside Masonry	241375	608099086

Respectfully Submitted,

Combs Construction Company, Inc.

(Name of Firm)

ATTACHMENT 3

CITY OF BUCKEYE, ARIZONA CONTRACTOR'S QUALIFICATION STATEMENT

Name of Firm: Combs Construction Company, Inc.
 Address: PO Box 10789
 City, State, Zip Code: Glendale, AZ 85318
 Telephone No: 602-237-4029
 Facsimile No: 602-237-4182

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? 27 years
 - (1.1) How many years has your firm been in business as a general contractor in the State of Arizona? 27 years
- (2) How many years has your firm been in business under its present business name?
27 years
- (3) List states and categories in which your firm is legally qualified to do business:

State	Category(ies)
<u>Arizona</u>	<u>General Commercial / General Engineering</u>
_____	_____
_____	_____
- (4) List the percentage of work normally accomplished with your own forces: 77.1
 - (4.1) Will you need to expand your work force for this project? No
 - (4.2) Present number of personnel employed: 75
- (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.
Please see attachment A

(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.

Please see Attachment B

(8) References: (Bank, Trade, and Professional) Provide name, address, and telephone number. List three.

1. *Katie Tenney JPMorgan Chase Bank 201 Central Pkx, AZ 85004 602-221-1673*
2. *Empire Southwest PO Box 29879 Pkx, AZ 85038 480-633-4743*
3. *Vulcan Materials Scott Perrine 2526 E. University Dr. Pkx, AZ 85034 480-298-1377*

(9) Name of bonding company and name and phone number of agent.

CAN Western Surety Co., *Emily Newell*, *213-630-3200*
Company Name Contact Name Phone Number

(10) Scheduling techniques to be employed by your firm to expedite construction. *use of scheduling software and design software that we can rephrase projects and have a virtual view to expedite them*

(11) List your Arizona Contractor's License Number(s) and category.

AZ ROC# *100380* CATEGORY: *A-General Commercial / General Engineering*

(12) List your Dun (D&B) Number: *834544389*

(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: Combs Construction Company, Inc.
(Check One) Corporation ☒ Partnership ☐ Individual ☐
Joint Venture ☐ Other ☐

Submitted by:
SIGNATURE: _____

NAME: _____

TITLE: _____

Principal Office: 1903 W. Parkside Ln. Suite 100 Phoenix, AZ 85027

Address: PO Box 10789

Glendale, AZ 85318

Telephone: 602-237-4029

Facsimile: 602-237-4182

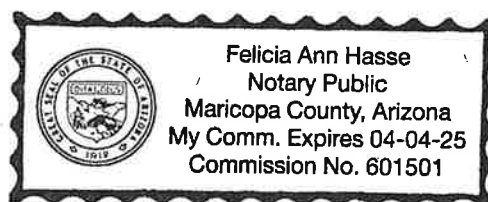
Email: felicia@combsaz.com

I, Ryan Combs being duly sworn deposes and says that he/she is the
President of Combs Const. Co. Contractor(s), and that answers to the foregoing
questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 23rd day of September, 2021

Notary Public: Felicia Ann Hasse

My Commission Expires: 4th day of April, 2025



PROJECTS COMPLETED LAST 5 YEARS

Attachment A

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
14.013	HUNT HIGHWAY PHASE 2 Hunt Highway (Thompson Road to Gary Road)(Queen Creek, AZ)(Pinal County) Pinal County Department of Transportation / 62952166 Combs Construction Company Inc. Pinal County Department of Public Works Gloria Bean 31 North Pinal Street Florence, AZ 85132 (520) 866-6411 Type of work: new roadway, mill, and overlay and drainage improvements including removals, grading, asphalt concrete paving, aggregate base course, geogrid reinforcement, pavement milling, curb & gutter, concrete valley gutters, concrete scuppers, reinforced concrete box culverts, storm drain, earthen drainage channels, non- grouted riprap, vertical alignment of water lines, galvanized metal pipe hand railing, restoration of landscaping, removal of existing improvements, traffic signals, traffic signing, pavement markings and traffic control	\$3,762,333.42 COMPLETED SEPTEMBER 2015 61% COMPLETED WITH OWN FORCES
15.002	Glendale Municipal Airport Apron Rehabilitation and Lighting Improvements 6801 N. Glen Harbor Blvd (Glendale, AZ)(Maricopa County) City of Glendale / Project No. 131409 Combs Construction Company Inc City of Glendale Engineering Bill Passmore 5850 W. Glendale Ave, 3rd Floor Glendale, AZ 85301 623-930-2000 Type of work: replacement of approximately 59,000 square yards of existing aircraft asphalt apron area and the reconfiguration and installation of new apron lighting system	\$2,237,588.05 COMPLETED AUGUST 2015 62% COMPLETED WITH OWN FORCES
15.003	Kingman Wickenburg Highway (US 93) US 93 (South of SR 71 to North of SR 89) Arizona Dept of Transportation / HSIP-093-B(210)T/H858301C Ames Combs Venture Dawn Johnson 8333 E. Hartfor Drive Scottsdale, AZ 85225 602-431-2111 Type of work: milling & paving	\$3,903,006.05 COMPLETED MAY 2016 88% COMPLETED WITH OWN FORCES
15.004	Old Price Road/ Queen Creek Road Intersection Improvements Old Price Road/ Queen Creek Road Intersection Improvements (Chandler, AZ)(Maricopa County) City of Chandler / Project No. ST1305.401 Combs Construction Company, Inc. City of Chandler Paula Brown 215 S. Buffalo Street Chandler, AZ 85225 480-782-3308 Type of work: shifting the location of the intersection to better align with proposed developments to the north and constructing a new south leg. Project improvements include raised median, bike lanes, turn lanes, street lighting, traffic signals, signing, striping, storm drain, utility relocations, landscape and irrigation.	\$1,539,284.57 COMPLETED JULY 2015 44% COMPLETED WITH OWN FORCES
15.005	Goodyear Boulevard Improvements - Yuma Road to Estrella Parkway (Phase I) Goodyear Boulevard: Yuma Rd to Estrella Parkway (Goodyear, AZ)(Maricopa Count) City of Goodyear/ Project No. CON-15-3134 Combs Construction Company Inc. City of Goodyear Regis Reed 14455 W. Van Buren St, Suite D101 Goodyear, AZ 85335 623-882-7845	\$2,623,570.66 COMPLETED AUGUST 2015 43% COMPLETED WITH OWN FORCES

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	Type of work: roadway, utility, drainage, removals and storm drain installations, as well as utility and municipal coordination. The construction consists of paving and drainage improvements to Goodyear Boulevard, Estrella Parkway, Yuma Road and Sherman Street. Goodyear Boulevard shall be widened to the east from south of Yuma Road to Sherman Street. Goodyear Boulevard will be new roadway construction, with raised median from Sherman Street to Estrella Parkway. Yuma Road will be widened on the north side from Goodyear Boulevard to the east to provide a right turn lane. Sherman Street shall be widened to the north, 8"-12" water main, services, valves and stubs, 8", 10" & 12" sewer mains, manholes and stubs.	
15.008	Phoenix - Goodyear Airport Runway Rehabilitation 1658 S. Litchfield Rd (Goodyear, AZ)(Maricopa County) City of Phoenix / Project No. AV41000069 FAA Combs Construction Company, Inc. City of Phoenix Bennett Sloan 500 S 24th Street Phoenix, AZ 85034 602-681-5316 Type of work: runway rehabilitation including a 3-inch mill and overlay of the existing asphalt runway, protection of existing signage and remarking the runway	\$4,256,271 COMPLETED NOVEMBER 2015 87% COMPLETED WITH OWN FORCES
15.009	2014/2015 Pavement Management Program - Mill and Overlay Phase 1 City of Glendale/ Project No. 141515 Combs Construction Company, Inc. City of Glendale Jim McCain 5850 W. Glendale Ave 623-930-3630 Type of work: mill and overlay of approximately 15 miles of arterial, collector and residential streets in various locations - ranging in depth from 1.5 inches to full depth. Adjacent sidewalk ramps were upgraded to ADA standards, ancillary work included traffic control, striping, utility adjustments, affected landscape/hardscape replacements, and misc concrete replacements	\$6,408,798.31 COMPLETED APRIL 2016 60% COMPLETED WITH OWN FORCES
15.010	City of Glendale Maryland Ave: 67th Ave & 79th Ave - 83rd Ave (Glendale, AZ)(Maricopa County) Arizona Department of Transportation/ TEA-CM-GLN-0(220)T/SL67101C Combs Construction Company, Inc. Arizona Department of Transportation Anthony Brozich 9651 N. 99th Ave. Peoria AZ, 85345 (623) 972-2493 Type of work: construction of approximately 230 feet of new concrete multi-use pathway and 1/4 mile of bike lane. The work also includes lighting, landscaping & irrigation, pavement markings, pipe (pvc)(3/4"), utility adjustments, erosion control, concrete sidewalk & ramp, and construction survey & layout	\$275,959.08 COMPLETED OCTOBER 2015 55% COMPLETED WITH OWN FORCES
15.011	Pinal Airpark Runway 12-30 Rehabilitation and Repair 24641 E. Pinal Airpark Road (Marana, AZ)(Pinal County) Pinal County Public Works / Project No.61790016 Combs Construction Company Inc. Pinal County Department of Public Works Gloria Bean 31 North Pinal Street Florence, AZ 85132 520-866-6411 Type of work: rehabilitation of Runway 12-30 at Pinal Airpark to generally include asphalt concrete pavement milling, placement of new asphalt concrete pavement, and installation of new pavement markings	\$1,686,665.85 COMPLETED AUGUST 2015 77% COMPLETED WITH OWN FORCES
15.012	Mesa Falcon Field Airport Realign and Construction Taxiway "A" 4800 E. Falcon Drive (Mesa, AZ) (Maricopa County) City of Mesa / Project No.: C10439/ FAA AIP NO.: 3-04-0023-025-2015/ ADOT Project No.: E6F2A Combs Construction Company Inc. City of Mesa Steve Ketchum, P.E. 20 East Main Street, 5th Floor Mesa, AZ 85215 (480) 644-2513	\$1,371,601 COMPLETED MARCH 2016 64% COMPLETED WITH OWN FORCES

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	Type of work: removal of existing Taxiway "A" between Runways "4L" and "4R", excavation and grading, lime-treated subgrade and new embankments; new taxiway pavements (on new alignments), drainage culverts and end structures; new and relocated airfield electric circuits, lights, and signs, new pavement markings, and appurtenant work	
15.014	35th Avenue: Baseline Road to Southern Avenue 35th Avenue: Baseline Road to Southern Avenue(Phx,AZ)(Maricopa County) City of Phoenix / Project No. ST85100246 Combs Construction Company Inc. City of Phoenix Tony Humphrey 200 West Washington Street, 6th Floor Phoenix, AZ 85003 Type of work: widen approximately 4000 LF of 35th Avenue to a modified major arterial configuration with a raised median per City of Phoenix Cross Section C-M to include approximately 19,800 SY of subgrade preparation; 9,000 tons of asphaltic concrete; 11,065 LF of concrete curb and curb & gutter; 29,300 SF of concrete sidewalk; 4,800 SF of concrete driveways; 1,600 SF of concrete bus bay pavement; 6,500 SF of decorative pavement; 2800 LF of concrete irrigation pipe; 6 irrigation junction structures; 3530 LF of 24" storm drain mainline pipe; 470 LF of catch basin connector pipe; 13 storm drain manholes; 5340 LF of trenching for underground street light circuits; 22 street light pole assemblies and an additional 21 street light fixtures; traffic signal installation work; landscaping & irrigation; and various other miscellaneous items	\$3,349,115.50 COMPLETED DATE: SEPTEMBER 2016 53% COMPLETED WITH OWN FORCES
15.015	City of Peoria Lake Pleasant Parkway from SR303L to SR 74 (Peoria, AZ)(Maricopa County) Arizona Department of Transportation / Project No. CM-PEO-0(220)T/SZ11101C Combs Construction Company Inc Arizona Department of Transportation James Hartman 7130 W. Fairview Street Chandler, AZ 85226 (602) 771-2990 Type of work: replace the existing northbound and southbound dirt shoulders with pavement, minor signing adjustments and traffic control	\$691,421.50 COMPLETED DECEMBER 2015 69% COMPLETED WITH OWN FORCES
15.016	City of Surprise Dove Valley Rd; 187th Ave to 203rd Ave (Surprise, AZ)(Maricopa County) Arizona Department of Transportation / Project No. CM-SUR-0(216)T/SS95801C Combs Construction Company Inc. TRISTAR Engineering & Management, Inc. Jose Rodriguez 16025 North 25th Avenue Phoenix, AZ 85029 (602) 288-5594 (602) 288-5592 Type of work: paving an unpaved road, improving drainage, signing, striping, place & finish ABC, pipe, signs, seeding, fencing, sweeping, clear & grub, and burrowing owl survey	\$934,579.66 COMPLETED JANUARY 2016 77% COMPLETED WITH OWN FORCES
15.018	Avondale & MC85 Intersection Improvements Intersection of MC85 & Avondale Blvd (Avondale, AZ)(Maricopa County) Maricopa County Department of Transportation/ Project No.: 15061-DBB Combs Construction Company Inc. Parsons Brinkerhoff Perry Powell 350 W. Washington St, Ste. 300 Tempe, AZ 85281 (602) 284-2431 Type of work: installation of median, pedestrian ramps, pavement, traffic signal	\$770,408.81 COMPLETED FEBRUARY 2016 48% COMPLETED WITH OWN FORCES
15.019	City of Avondale Dysart Rd: Between Van Buren St & Western Avenue with an approximate length of 1.0 mile (Avondale, AZ)(Maricopa County) Arizona Department of Transportation/ CM-AVN-0(219)T/SZ14401C Combs Construction Company Inc. Arizona Department of Transportation Joshua Lee 2501 W. Georgia Ave	\$1,560,582.60 COMPLETED SEPTEMBER 2016 53% COMPLETED WITH OWN FORCES

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	Phoenix, AZ 85017 (602) 712-6470 (602) 320-8795 Type of work: remove existing sidewalks, non ADA sidewalk ramps, driveways, and installing new sidewalks, valley gutter, ADA - compliant sidewalk ramps, driveways, and landscaping	
15.020	City of Apache Junction Ironwood Drive: Broadway Ave to Apache Trail / Ironwood Drive: Southern Ave to Idaho Rd (Apache Junction, AZ)(Pinal County) Arizona Department of Transportation/ Project No. STP-APJ-0(205)T/SS98401C & SRTS-APJ-0(206)/SF00301C Combs Construction Company, Inc. Arizona Dept of Transportation Craig Regulski 2409 N. County Club Mesa, AZ 85201 (602) 769-5585 Type of work: remove and place new asphaltic concrete pavement, constructing a new drainage system, installing new pavement marking, new street lights, new curb and gutter, sidewalk, and replacing traffic loops	\$1,537,434.20 COMPLETED AUGUST 2016 57% COMPLETED WITH OWN FORCES
15.021	City of Avondale Central Avenue: Western Avenue to Van Buren Street (Avondale, AZ)(Maricopa County) Arizona Department of Transportation/ CM-AVN-0(214)T/SZ04301C Combs Construction Company Inc. Arizona Department of Transportation Joshua Lee 2501 W. Georgia Ave Phoenix, AZ 85017 (602) 712-6470 (602) 320-8795 Type of work: reconstruct Central Avenue from Western Avenue to Van Buren Street. The work consists of reducing the existing five lane pavement section to a three lane section that includes raised landscape medians and a continuous bike lane. Improvements will include pavement removal and replacement, new curb, sidewalks, bike paths and raised landscape medians	\$2,657,655.72 COMPLETED SEPTEMBER 2016 42% COMPLETED WITH OWN FORCES
16.001	Globe Show Low Highway (US 60) National Forrest Boundary to Show Low US 60 between MP 335.80 and MP 342.57 (Show Low, AZ)(Navajo County) Arizona Department of Transportation / STP-060-E(215)/H876201C Combs Construction Company Inc. Arizona Department of Transportation Craig Redsteer PO Box 2739 Show Low, AZ 85902 (928) 537-8114 Type of work: application of slurry seal coat through out the entire length of the project including milling and replacing damaged asphaltic concrete pavement in multiple locations, replacing pavement marking and survey	\$901,851.23 COMPLETED OCTOBER 2016 47% COMPLETED WITH OWN FORCES
16.002	City of Glendale Grand Canal Between Loop 101 & N. 107th Ave (New River)(Glendale, AZ) Arizona Department of Transportation / TEA-CM-GLN-(203)T/SL61901C Combs Construction Company Inc. Arizona Department of Transportation Kirk Kiser 2501 W. Georgia Ave Phoenix, AZ 85017 (602) 712-6470 Type of work: construction of approximately 4600 feet of new concrete multi-use pathway including removal of concrete curb & gutter, concrete sidewalks, driveways, and slabs. Removal of asphaltic concrete pavement, roadway excavation, borrow, ABC, place asphalt, decomposed granite, tree removal, landscaping & irrigation, pipe (PVC) various sizes, reconstruct chain-link fence, concrete sidewalk and surveying & layout	\$557,940.84 COMPLETED SEPTEMBER 2016 47% COMPLETED WITH OWN FORCES
16.003	Intersection Improvements at Union Hills Dr. & 99th Ave Union Hills & 99th Avenue Maricopa County Department of Transportation / Project No. 16087-DBB Combs Construction Company Inc. Parsons Brinkerhoff Jay Guertin	\$1,782,542.50 COMPLETED MARCH 2017 43% COMPLETED WITH OWN FORCES

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	350 W. Washington St, Ste. 300 Tempe, AZ 85281 (480) 381-9213 Type of work: improvement of existing intersections - subgrade preparation, furnishing and placing pavement, extending the existing box culvert, installing signal poles, installing storm sewer pipes and catch basins, and other incidental work	
16,004	P1 Parking, 91st Ave & Maryland Avenues 91st Ave & Maryland (Glendale, AZ)(Maricopa County) City of Glendale Combs Construction Company Inc. City of Glendale Wade Ansell 5850 W. Glendale Ave Glendale, AZ 85301 (623) 930-3649 Type of work: removal of existing farm buildings and homes located on 22 Acres of prior farm/feedlot. Site is being developed for automobile parking with storm retention, catch basins and related piping, commercial lighting, sidewalk, curbing, minor block and chain link fence work including utility adjustments, dry wells, gate reconstruction, landscaping, masonry, survey, striping, sweeping, traffic control, sawcutting, waterline installation, demo - curb, pipe & concrete ditch, place and	\$3,848,518.25 COMPLETED OCTOBER 2016 62% COMPLETED WITH OWN FORCES
16,005	Asphalt Rubber Overlay Arterials Pavement Preservation Project Maricopa County Department of Transportation / Project No. 16099-DBB / TT474 Combs Construction Company Inc. Maricopa County Department of Transportation Leon Adair 2901 W Durango Street Phoenix, AZ 85009 (602) 506-4684 Type of work: milling and overlaying existing pavements with asphalt-rubber asphalt concrete, constructing safety edges for roadway segments where existing asphalt edges do not abut portland cement concrete or asphalt concrete facilities such as curbs, gutters, or driveways, installation of pavement markings, utility adjustments, sweeping, quality control, crack seal, and subgrade prep	\$1,067,287.98 COMPLETED OCTOBER 2016 81% COMPLETED WITH OWN FORCES
16,006	Sun City West Unit 39 Rehabilitation Maricopa County Department of Transportation / Project No. 16107-DBB / TT531 Combs Construction Company Inc. Maricopa County Department of Transportation Leon Adair 2901 W Durango Street Phoenix, AZ 85009 (602) 506-4684 Type of work: asphalt milling, asphalt concrete pavement, concrete valley gutters, concrete sidewalk ramps, finish soil cement, concrete work, utility adjustments, concrete removals, traffic control, striping, quality control, sweeping and public relations	\$1,251,733.65 COMPLETED OCTOBER 2016 71% COMPLETED WITH OWN FORCES
16,007	Airfield Pavement Surface Treatment for Buckeye Municipal Airport Buckeye Municipal Airport- 3000 S. Palo Verde Rd Buckeye, AZ ADOT PROCUREMENT / Project No.: ADOT16-132234 Combs Construction Company Inc. Kimley - Horn 7740 N 16th Street, #300 Phoenix, AZ 85020 (602) 371-4535 Type of work: mill and paving including striping, herbicide application, crack repair, traffic control, survey, sawcutting & sweeping	\$753,367.53 COMPLETED OCTOBER 2016 55% COMPLETED WITH OWN FORCES
16,008	Airfield Pavement Surface Treatment for H.A. Clark Memorial Field H.A. Clark Memorial Field - 3501 N. Airport Road Williams AZ ADOT PROCUREMENT / Project No.: ADOT16-132234 Combs Construction Company Inc. Kimley - Horn 7740 N 16th Street, #300 Phoenix, AZ 85020 (602) 371-4535 Type of work: mill and overlay including herbicide application, sweeping, place pave fabric, survey, striping, and crack repair	\$681,699.32 COMPLETED AUGUST 2016 67% COMPLETED WITH OWN FORCES

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
16.009	Airfield Pavement Surface Treatment for Phoenix - Deer Valley Airport Phoenix - Deer Valley Airport - 702 W. Deer Valley Road Phx, AZ ADOT PROCUREMENT / Project No.: ADOT16-132234 Combs Construction Company Inc. Kinley - Horn 7740 N 16th Street, #300 Phoenix, AZ 85020 (602) 371-4535 Type of work: mill and paving including striping, herbicide application, crack repair, traffic control, survey, sawcutting & sweeping	\$446,614.34 COMPLETED: OCTOBER 2016 58% COMPLETED WITH OWN FORCES
16.010	Ocotillo Road from Crismon Road to 218th Street Improvements North of Ocotillo Road from near 214th Place East of UPRR Crossing to 220th Street Town of Queen Creek/ Project No. A0114 Combs Construction Company Inc. Town of Queen Creek Charlene Montgomery 22350 S. Ellsworth Rd Queen Creek, AZ 85142 (480) 358-3138 Type of work: roadway improvements to provide two travel lanes and bike lane in each direction separated by a two-way turn lane including Sidewalk, drainage scuppers and basins, driveways, and gravel mulch will also be constructed along the south side of the roadway. A multi-cell reinforced concrete box culvert extension and installation of a new pre-cast concrete box culvert along with traffic signal improvements and waterline and sewer construction, remove and replace subgrade and asphalt along Ocotillo Road at the locations shown in the plans; construct drainage scuppers and retention basins; extend an existing multi-cell reinforced concrete box culvert and headwall; construction a new pre-cast concrete box culvert through an existing cul-de-sac street; construct new sewers and add sewer stub outs and manholes to an existing large diameter sewer; install new waterline, fire hydrants and water services; construct curb and gutter, sidewalk, and driveways; install and	\$2,532,136.70 COMPLETED: MARCH 2017 59% COMPLETED WITH OWN FORCES
16.012	Arterial Reconstruction Project P3 University Drive 22nd Place to Val Vista Mesa, AZ (Maricopa County) City of Mesa/ Project No.: CP0439P3A Combs Construction Company Inc. Michael Samer 20 East Main Street, 5th Floor Mesa, AZ 85215 (480) 644-2635 Type of work: remove & replace approximately 64,500 square yards of pavement including utility adjustments, saw cut, grading, place geo grid, sweeping, signs, survey, and traffic control	\$1,823,120 COMPLETED: APRIL 2017 85% COMPLETED WITH OWN FORCES
16.013	Sedona Airport Terminal Parking Lot and Airport Road Reconstruction 235 Air Terminal Drive Sedona, AZ (Yavapai County) Yavapai County Combs Construction Company Inc. C & S Companies John Pearson 9200 E. Pima Center Pkwy, # 240 Scottsdale, AZ 85258 (602) 997-7536 Type of work: reconstruction of the terminal parking lot and Airport Road. Placement and grading of millings and excess excavation in western portion of the airport near the existing helicopter parking pads, place & finish lime, utility adjustments, concrete work, electrical, signs, striping, survey, earthwork, tree removal, remove & reset silt fence, traffic control, water line repair, remove concrete slab, 12" corrugated pipe placement and sweeping	\$432,338.75 COMPLETED: APRIL 2017 69% COMPLETED WITH OWN FORCES
16.014	Phoenix Deer Valley North Ramp Reconstruction 702 W. Deer Valley Road Phoenix, AZ 85027 City of Phoenix / Project No. AV31000084 FAA Combs Construction Company Inc City of Phoenix Bennett Sloan 500 S. 24th Street Phoenix, AZ 85034 (602) 316-0588	\$4,003,785.30 COMPLETED JULY 2017 73% COMPLETED WITH OWN FORCES

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	Type of work: pavement on the eastern half of the Deer Valley Airport north ramp, removal and reconstruction of the existing pavement along with the replacement or adjustment of various utilities, valve boxes and manholes and the reconstruction of catch basin aprons, drainage, grading, fencing, paint, striping and modification to the geometry of the ramp at the run-up area located at the south east end of the ramp	
16.015	Ehrenberg Phoenix Highway (I-10) SR 85 to Verrado Way (WB) Maricopa County ADOT/ Project No. NH-010-A(226)T/H878701C Combs Construction Company Inc. Arizona Department of Transportation Michael Rigby 114 E. Western Avenue Avondale, AZ 85323 (602) 712-3540 Type of work: variable depth milling from 1 Inch to 4 ½ inches and replacing existing pavement with AC and AR-ACFC, and placement of shoulder buildup with milled AC material on both sides of the pavement, crack repair in existing asphaltic concrete pavement, pavement markings, bridge crack repair, survey, herbicide, seeding, striping, remove & replace CMP, shoulder build up & compaction, sweeping, and traffic control	\$3,097,871.45 COMPLETED: MARCH 2017 70% COMPLETED WITH OWN FORCES
16.016	FY 2107 Arterials Pavement Preservation Maricopa County Department of Transportation / Project No. 16145-DBB/ TT547 Combs Construction Company Inc. Maricopa County Department of Transportation Burt Neptune 2901 W Durango Street Phoenix, AZ 85009 (602) 506-2901 Type of work: milling and overlaying existing pavements with Asphalt-Rubber Asphalt Concrete (ARAC) pavement. Safety edges shall be constructed on roadway segments where required. Installation of pavement markings, utility adjustments, striping, survey, traffic control, and sweeping	\$1,630,908.11 COMPLETED: JANUARY 2017 84% COMPLETED WITH OWN FORCES
16.017	FY 2017 Asphalt Rubber Overlay Arterials Pavement Preservation Maricopa County Department of Transportation / Project No. 16147-DBB/TT478 Combs Construction Company Inc. Maricopa County Department of Transportation Leon Adair 2901 W Durango Street Phoenix, AZ 85009 (602) 506-4684 Type of work: milling and overlaying existing pavements with asphalt-rubber asphalt concrete, construction of safety edges for roadway segments where existing asphalt edges do not abut portland cement concrete or asphalt concrete facilities such as curbs, gutters, or driveways, installation of pavement markings, utility adjustments, striping, survey, obliterate striping, sawcutting and sweeping	\$1,225,288.07 COMPLETED: FEBRUARY 2017 82% COMPLETED WITH OWN FORCES
16.018	Glendale Municipal Airport North Apron Rehabilitation 6801 N. Glen Harbor Blvd (Glendale, AZ)(Maricopa County) City of Glendale Engineering Department/ Project No. 151609 Combs Construction Company, Inc. City of Glendale Dibble Engineering Peter Knudson 7500 North Dreamy Draw Drive, Suite 200 Glendale, AZ 85301 (602) 957-1155 Type of work: Mill 12,100 square yards of asphalt, excavate and replace aggregate base, and repave, replacing catch basin grates and aircraft tie down assemblies, and applying a fog seal to an adjoining apron area	\$543,798.37 COMPLETED: MARCH 2017 70% COMPLETED WITH OWN FORCES
16.019	Dove Valley Area Low Volume Roads White Wing Rd: 171st Ave to 163rd Ave/ Montgomery Road: 171st Ave to 163rd Ave/ 167th Ave: Dixileta Dr to Windstone Trail/ 168th Ave: Dixileta Dr to Dove Wing Way Maricopa County Department of Transportation / Project No. 170002-DBB/ TT433 Combs Construction Company Inc. Parsons Brinkerhoff Robert Winrow 350 W. Washington St, Ste. 300	\$819,271.20 COMPLETED: MARCH 2017 67% COMPLETED WITH OWN FORCES

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	Tempe, AZ 85281 (480) 280-2428 Type of work: Paving of various project segments to provide two, 12-foot-wide travel lanes, application of chemical dust suppressant to unpaved areas adjacent to new travel lanes, Constructing dip crossings where ephemeral washes cross the road segments to allow stormwater to flow across the new roadway surfaces; Grading of unpaved driveways and intersection roadways, removing fencing, vegetation, signs & boulders, relocation of utilities, mailboxes, & Cacti, installation of new fencing in new ROW boundary, and installation of new signs	
16.020	Pinnacle Peak Road Improvements - 99th Ave to 102nd Ave Pinnacle Peak Road: 99th Ave - 102nd Ave City of Peoria/ Project No. P17-0010 Combs Construction Company Inc. City of Peoria Chris Lemka 9875 N 85th Avenue Peoria, AZ 85345 (623) 773-7260 Type of work: Pinnacle Peak Road, 99th Avenue to Lake Pleasant Parkway consists of construction south half urban street improvements, including removal and installation of new pavement, curb, gutter, sidewalk, ADA ramps, drainage, landscaping, irrigation, street lighting, signing, pavement marking, and signal interconnect conduit. This section will terminate on the east end at 99 the Avenue. Pinnacle Peak Road, Lake Pleasant Parkway to 102 nd Avenue – consists of the realignment of the intersection of Lake Pleasant Parkway and Pinnacle Peak Road to eliminate the sharp curve on the west leg and avoid right of way on the southeast corner of the intersection. Work includes new pavement structural section, vertical curb, gutter sidewalk along the south side of Pinnacle Peak Road, ADA ramps, ribbon curb along the north side of Pinnacle Peak Road, drainage, street lighting, 16-inch DIP waterline, fire hydrants, landscaping, traffic signal improvements at the intersection, pavement marking, and signing. This section will terminate on the west end approximately 275 feet west of 102nd Avenue. The south leg of 102nd Avenue and Pinnacle Peak Road will match the off-site and water line improvements associated with the Pinnacle Peak Public Safety Facility. The work also includes reconstruction of the existing Circle K Driveway.	\$1,207,180.53 COMPLETED: APRIL 2017 65% COMPLETED WITH OWN FORCES
16.021	Salt River Pima - Maricopa Indian Community Longmore Rd: McDowell Rd - Osborn Rd Arizona Department of Transportation/ CMAQ -SR1-0(202)T/SZ15501C Combs Construction Company Inc. Arizona Department of Transportation James Hartman 7130 W. Fairview Street Chandler, AZ 85226 (602) 771-2990 Type of work: grading shoulder ditch; installing driveway culverts; constructing concrete curb and gutter, driveways, and sidewalk; planting trees; installing decomposed granite; installing pedestrian solar lighting, striping, sawcutting, pipe work, survey, tree removal, earthwork, concrete subgrade, installation of site features, fence removal, sweeping, relocate mailboxes, traffic control utility adjustments and safety rail	\$739,514.82 COMPLETED MAY 2017 55% COMPLETED WITH OWN FORCES
16.022	Bush Highway Asphalt Rubber Overlay, Package 3 Bush Highway : Power Road to SR 87 Maricopa County Department of Transportation / 17104-DBB/TT0348 Combs Construction Company Inc. Maricopa County Department of Transportation / 17104-DBB/TT0348 TristarEngineering & Management, Inc. Mike Zimnick 10625 N. 25th Avenue, Suite 103 Phoenix, AZ 85029 (480) 751-6860 Type of work: widening the existing roadway to accommodate bike lane, new guardrail, asphalt milling, adding an asphalt-rubber pavement overlay, removal and replacement of guardrail, signing and pavement marking. The overlay will include a base course of 1.5" of Asphalt Concrete (AC) and a surface course of 1.5" of rubberized asphalt. The project also includes widening and reconstruction of the intersection at Usery Pass Road. New guardrail will consist of Cor-Ten Steel with the end terminals stained with Natina Steel products to match Cor-Ten Steel	\$3,396,679.22 COMPLETED MAY 2017 80% COMPLETED WITH OWN FORCES
16.023	Thomas Road Improvements - 103rd to 99th Ave Thomas Rd: 103rd to 99th Ave (Avondale, AZ)(Maricopa County) City of Avondale / Project No. ST1306	\$1,207,476.83 COMPLETED SEPTEMBER 2017 59% COMPLETED WITH OWN FORCES

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	Combs Construction Company Inc. City of Avondale Chris Hamilton 11465 W. Civic Center Drive Avondale, AZ 85323 (623) 333-4218 Type of work: new pavement, curb, gutter, sidewalk, streetlights, landscaping, utility adjustments, asphalt milling, pipe, sawcutting, striping, survey, earthwork, subgrade, place and finish ABC, structure excavation, place AB on geo grid, and handrail	
16.024	Rockaway Hills Road, 255th Ave to 251st Ave Rockaway Hills Road from 255th Ave to 251st Ave Maricopa County Dept of Transportation / 171058-DBB/TT0453/ CC-MMA-0(245)D/SZ08601C Maricopa County Dept of Transportation Consultant Engineering Inc. Tom Ward P.O. Box 37167 Phoenix, AZ 85069 (602) 361-4140 Type of work: road paving project along Rockaway Hills Drive between 255th Avenue and the End of Maintenance road marker in a part of unincorporated Maricopa County, Arizona to include paving Rockaway Hills Drive, applying native hydro seed to unpaved areas along the drive, removal of fencing, removal of vegetation, removal of signs, removal of boulders, relocating utilities, relocating mailboxes, relocating cacti, installation of new right-of-way fencing and installation of permanent signs	\$382,228.92 COMPLETED JULY 2017 76% COMPLETED WITH OWN FORCES
17.001	Goodyear Boulevard Improvements - Phase II Yuma Road to Estrella Parkway Goodyear Boulevard: Yuma Rd to Estrella Parkway City of Goodyear / Project No. CON-17-3818 Combs Construction Company Inc. City of Goodyear Troy Tobiasson 14455 W. Van Buren Street, Suite D-101 Goodyear, AZ 85338 (623) 693-2661 Type of work: paving and drainage improvements to Goodyear Boulevard and Yuma Road. Widening of Goodyear Boulevard between Yuma Road and Estrella Parkway along the northbound direction to include 2 through lanes, bike lane, and left and right turn lanes at Estrella Parkway- raised median, curb & gutter, pavement, concrete curbs, sidewalk, pedestrian ramps, roadside swales, retention basin, DG, streetlights, traffic signal modifications at Sherman Street, water & sewer stubs. Widening of Yuma Road on the north side from Goodyear Boulevard to approximately 450 feet east to provide a westbound right turn lane, with curb & gutter, pavement, concrete scupper, storm drain, headwall and roadside swale	\$1,651,022.02 COMPLETED OCTOBER 2017 51% COMPLETED WITH OWN FORCES
17.002	Bagdad Airport Road Reclamation Bridle Creek box culvert on Lindahl Road and ends 1.1 miles north of Bagdad Transfer Station Road Yavapai County/ Project No. 1619418 Combs Construction Company Inc. Yavapai County Christian DeLeone 1100 Commerce Drive Prescott, AZ 86305 (928) 710-5705 Type of work: Full-Depth Reclamation (FDR) of Bagdad Airport Road - placement of approximately 7,000 tons of asphaltic concrete, approximately 19,000 square yards of pulverized in-situ materials (10" to 16.5") and utilize 10" of the FDR material for compacted road base course, removal of over 600 cubic yards of subgrade FDR material, roadway grading, shouldering, side street and driveway matches, extending three existing 30" culverts, backfilling/embankment fill of over 40 cubic yards, drainage improvements to include 7 check dams, over 800 cubic yards of roadway excavation and restoration of roadway striping and markings	\$912,919.73 COMPLETED APRIL 2017 86% COMPLETED WITH OWN FORCES
17.003	Ina Road Traffic Interchange - GMP 2 I-10 at the Ina Road Interchange, Ina Road, Silverbell to Starcommerce Way (Marana, AZ) ADOT/ Project No. 010 PM 248 H847901C & 0000 PM MRN SB41301C / Sundt Kiewit JV No. 81771-003 Sundt/ Kiewit a Joint Venture David Best	\$4,451,649.75 COMPLETED MAY 2019

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	5157 N. Casa Grande Tucson, AZ 85743 (602) 910-1650 Type of work: Place asphalt	
17,004	Lindahl Road Reconstruction 0.6 miles of Lindahl road from Northern Street to Bridle Creek Bridge and 0.1 miles of road between the Yavapai County Transfer Station Road to the Bagdad mine security gate truck scale Freeport - McMoran / Project No.: 160620 Combs Construction Company, Inc. Freeport - McMoRan Bagdad Inc. Brian Campbell P.O. Box 245 Bagdad, AZ 86321 (928) 633-3475 Type of work: infrastructure repair and improvements of Lindahl Road- Full depth reclamation of existing asphalt and road base materials, removal of any existing material, preparing or repairing any subgrade, placing fill, new base, and asphalt, installing any infrastructure improvements and traffic control	\$854,930.47 COMPLETED AUGUST 2017 84% COMPLETED WITH OWN FORCES
17,005	Avenida Rio Salado / Broadway Road - Phase II ARS/ Broadway Rd: 7th Avenue & 7th Street, ARS/ Broadway Road: 43rd Ave to 35th Ave, ARS/ Broadway Road: 51st Ave to 43rd Ave City of Phoenix / Project No. ST85100371-1 Combs Construction Company Inc. City of Phoenix / DCM Office Anthony Humphry 1034 E. Madison Street Phoenix, AZ 85034 (602) 262-4051 Type of work: construction of roadway improvements - full intersection improvements, underground utility installation (water & storm drain), ADA ramps, traffic signals, widening of roadway, full build out of six-lane arterial (3 lanes in each direction), overhead to underground utility conversion, underground utility installation (water, storm drain), landscaping, curb, gutter, and street lighting, full build out of the south half of the roadway to include three lanes in each direction with a center median/turn lane, bike lane, curb, gutters, sidewalks, street lighting, landscaping, and medians on 51st Avenue	\$10,959,667.80 COMPLETED NOVEMBER 2019 52% COMPLETED WITH OWN FORCES
17,006	Cottonwood Camp Verde Mogollon Rim, HWY SR260 SR260 from thousand trails to I-17 (the project is 8.84 miles in length) ADOT Project No.: STP-260-A(208)S/H869901C Sundt/ Vastco a Joint Venture Eric Weston 2620 S. 55th Street Tempe, AZ 85282 (602) 531-0824 Type of work: Milling & Place Asphalt	\$10,306,776.00 COMPLETED AUGUST 2019 85% COMPLETED WITH OWN FORCES
17,007	Ironwood Drive - Germann Road to Elliot Road Alignment Ironwood Drive: Germann Road to Elliot Rd (Pinal County) Pinal County / Project No. 62970564 Combs Construction Company, Inc. Pinal County Public Works John Kraft P.O. Box 727 Florence, AZ 85132 (520) 866-6480 bound directions, construction of paved left and right turn lanes at existing access points along the corridor, roadway excavation and embankment construction; grading; furnishing and placing aggregate base, asphaltic concrete and slurry seal; constructing drainage improvements; furnishing and installing pavement marking and signing; furnishing and installing median cable barrier; furnishing and maintaining traffic control devices; furnishing implementing and	\$5,375,411.04 COMPLETION DATE MARCH 2018 70% COMPLETED WITH OWN FORCES
17,008	35th Avenue and Indian School Road BNSF RR Crossing 35th Avenue & Indian School City of Phoenix/ Project No.: ST85100289 Combs Construction Company Inc. City of Phoenix / DCM Office Rick Evans 1034 E. Madison Street Phoenix, AZ 85034 (602) 262-4051	\$670,101.00 COMPLETION DATE NOVEMBER 2017 70 % COMPLETED WITH OWN FORCES

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	Type of work: removal and replacement concrete sidewalk, ramps and curb, perform minor asphalt pavement replacement against the new concrete curbs and railroad tracks - concrete adjustments for manholes and water valves and minor traffic signal items including PVC conduit, loop detectors, traffic controller cabinet and traffic signal pole and foundations	
17.010	2017 Spring Pavement Rehabilitation 18th Street, Mohave Avenue, Hopi Avenue, and Geronimo Avenue Town of Parker Combs Construction Company Inc. Town of Parker Aric M. Stewart 1314 11th Street Parker, AZ 85344 (928) 848-5321 Type of work: improvements to 18th Street, Mohave Avenue, Hopi Avenue and Geronimo Avenue. The Type of work for this project includes furnishing all labor, materials, equipment, fixtures and services required for the installation of the following: •18th Street and Geronimo Avenue -- improvements to these streets will include receiving a full depth reclamation treatment; milling the existing asphaltic concrete (approximately 2.0" depth) to be salvaged and repurposed elsewhere, minor grading, base preparation and compaction, placement of new asphaltic concrete, shoulder work, and restriping. •Hopi Avenue (between 5th Street and 10th Street) -- improvements to this street will involve new drainage culverts and catch basins, grading a new vertical profile for the road, subgrade preparation, aggregate base course installation and compaction, shoulder preparation and compaction, conditioning and placement/compaction of four (4) inches of repurposed asphaltic concrete millings from 18th street and Geronimo Avenue, placement of a single layer chip seal and fog seal, shoulder work and compaction. •Mohave Avenue (north of 3rd Street) -- improvements to this street will include	\$755,228.00 COMPLETION DATE JUNE 2017 87% PERCENT COMPLETED WITH OWN FORCES
17.011	Grand Canal Phase 1 Uptown and Gateway North Grand Canal between 1th Ave and 16th Street and Grand Canal between approximately 36th Street and Van Buren City of Phoenix / Project No. ST87600074 & AR63000013 Combs Construction Company Inc City of Phoenix / DCM Office Gail Brinkman 1034 E. Madison Street Phoenix, AZ 85034 (602) 495-2073 Type of work: construction of 10 foot concrete pathway along the north bank of the Grand Canal between 15th Ave and 16th St and along the south bank of the Grand Canal between approximately 36th St and Van Buren including a multi-use SRP canal crossing (concrete bridge structure), abutments, retaining walls, pathway lighting, landscape and irrigation, artist designed shade canopies, benches, landscape walls, trail markers, and pavers.	\$4,387,440.00 COMPLETED JULY 2020 59% COMPLETED WITH OWN FORCES
17.012	Casa Grande, Pinal County Midway Road, Approximately 7 miles west of Highway 387 Arizona Department of Transportation / Project No. CM-PPN-0(211)T/ SZ14701C Combs Construction Company, Inc. Arizona Department of Transportation Abraham Abdulnour, P.E. AAbdulnour@azdot.gov (520) 419-4037 (Jeremy Moore - JMoore3@azdot.gov (520) 388-4200) 633 E. 22nd Street Tucson, AZ 85713 (520) 209-4525 Type of work: construct a new asphaltic concrete roadway over existing dirt road - installing signs, placing pavement markings, and other related work	\$789,648.00 COMPLETION DATE SEPTEMBER 2017 80% COMPLETED WITH OWN FORCES
17.014	Oracle Jct - Florence Hwy (SR 79) T- Intersection of SR 79 & SR79B in Pinal County Arizona Department of Transportation / Project No.: HSIP-079-A(204)T/H790401C Combs Construction Company, Inc. Arizona Department of Transportation Abraham Abdulnour 633 E. 22nd Street Tucson, AZ 85713 (520) 209-4525	\$543,762.00 COMPLETION DATE APRIL 2018 73% COMPLETED WITH OWN FORCES

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	Type of work: construction of T intersection of SR 79 & SR798 - roadway excavation, removal of existing pavement, place ABC and AC, installation of pipe, signing and pavement markings	
17,015	City of Glendale North Apron Rehab- Bid Package 6801 N. Glen Harbor Blvd (Glendale, AZ)(Maricopa County) City of Glendale / Project No. 161762 Combs Construction Company, Inc. City of Glendale Engineering Department Wade Ansel 5850 W Glendale Ave, Suite 315 602-930-3649 Type of work: remove and replace apron pavement, and replace striping - aircraft tie downs, concrete demo, utility adjustments, signs, sawcut ac, milling, sweeping, place & finish ABC, Place P208, place P401, remove & replace 18" CMP pipe, electrical, survey, and utility locating	\$2,768,099.00 COMPLETION DATE APRIL 2018 83% COMPLETED WITH OWN FORCES
17,016	Apron Reconstruction Project Phase 2 Cottonwood Airport / 1001 W. Mingus Ave (Cottonwood, AZ) City of Cottonwood Combs Construction Company, Inc. C & S Companies 9200 E. Pima Center Pkwy, #240 Scottsdale, AZ 85258 (602) 442-8626 Type of work: reconstruction of pavement sections on the north and south aprons - utility adjustments, place asphalt, concrete work, electrical, pulverize asphalt, pipe, saw cutting, survey, place and finish ABC, grading and utility locating	\$1,371,986.00 COMPLETED NOVEMBER 2017 77% COMPLETED WITH OWN FORCES
17,017	Phoenix Goodyear Airport South T Hangars Reconstruction & Connector to Taxiway A 1658 S. Litchfield Rd (Goodyear, AZ)(Maricopa County) City of Phoenix / Project No. AV41000073-1 FAA Combs Construction Company Inc. City of Phoenix Alfonso Sanchez 200 W Washington Street, 6th Floor Phoenix, AZ 85003 602-683-3683 Type of work: reconstruct the pavement of the approximately 40,00 sy south T-hangars apron, demolition of the existing connector taxiway between the south T-hangar apron and Taxiway A, construct new connector taxiway from the northeast side of the south apron extending to the northeast - place & finish ABC, remove & replace pipe, striping, AC removal, signage, utility locating, sweeping, and sawcutting	\$2,191,337.00 COMPLETED MAY 2018 75% COMPLETED WITH OWN FORCES
17,018	Phoenix Deer Valley Airport Run Up Areas Adjacent to Taxiway C Design Build 702 W. Deer Valley Road Phoenix, AZ 85027 City of Phoenix / Project No. AV31000082-1FAA Combs Construction Company, Inc. City of Phoenix Rubben Lolly 200 W Washington Street, 6th Floor Phoenix, AZ 85003 602-683-3683 Type of work: provide two new aircraft run-up areas at the west and east ends of Taxiway 'C'. Each area will accommodate six run-up positions to meet FAA Aircraft Design Group (ADG)-I design standards. The new run-up areas will connect to existing parallel Taxiway 'C' and new/future parallel Taxiway 'D' with the run-up positions aligned north-south. Demolition of existing run-up area asphaltic concrete (AC) pavement, construction of nearly 20,000 SY of new AC Pavement, excavation of existing west basin to add additional capacity, grading and drainage improvements, including salvaging and replacing the existing crushed aggregate slope protection ("Palm Springs Rock"), installation of storm drain pipe, manholes and catch basins, installation of LED and incandescent edge lights, removal of chain-link fence and installation of approximately 520 feet of CMU block wall, and construction and removal of two temporary run-up areas, including removal and replacement of conduit and edge lights	\$2,880,690.00 COMPLETION DATE: OCTOBER 31, 2018 51% COMPLETED WITH OWN FORCES
17,019	Bush Highway Asphalt Rubber Overlay Project, City of Mesa Limits to West of Usery Pass Road Along Bush Hwy between Power Road and SR87 within Unincorporated Maricopa County & in Mesa, AZ MCDOT / Project No. 180010-DBB /2017-32	\$3,314,499.00 COMPLETED MAY 2018 80% COMPLETED WITH OWN FORCES

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	Combs Construction Company, Inc. Maricopa County Department of Transportation Lisa Ruane 320 W Lincoln Street Phoenix, AZ 85003 602-506-4683 Type of work: widening the existing roadway to accommodate bike lane, new guardrail, asphalt milling, adding an asphalt-rubber pavement overlay, removal and replacement of guardrail, signing and pavement marking. The overlay will include a base course of 1.5" of Asphalt Concrete (AC) and a surface course of 1.5" of rubberized asphalt. New guardrail will consist of Cor-Ten Steel with the end terminals stained with Natina Steel products to match Cor-Ten Steel.	
17.020	Yuma Road and Jackrabbit Trail Yuma & Jackrabbit Trail (Maricopa County)Buckeye, AZ MCDOT / Project No. 180025-DBB / TT0487 Combs Construction Company Inc. Maricopa County Department of Transportation Bill Han 320 W Lincoln Street Phoenix, AZ 85003 602-723-7047 Type of work: installation of a new traffic signal, including widening roadway for left-turn lanes on all four legs of the existing intersection, construction of new asphalt pavement, drainage pipes, private irrigation facilities, farm roads, new signal equipment, signing and pavement markings	\$1,361,312.27 COMPLETION DATE JUNE 2018 71% COMPLETED WITH OWN FORCES
17.021	La Paz County City of Wenden on Alamo Road, Between US 60 Milepost 0.00 and Milepost 3.00 ADOT/ Project No. ER-LLA-0(206)T/SE58901C & ER-LLA-0(207)T/SE59001C Combs Construction Company Inc Arizona Department of Transportation Hector Chavira 1561 W Jackson, Room 121-F Phoenix, AZ 85007 602-712-7091 Type of work: repairing roadway shoulders using cement modified soil, constructing concrete ford walls, replacing existing asphaltic concrete, placing pavement markings, removal of existing asphaltic concrete and replacing with new ac, and placing pavement markings	\$1,210,209.00 COMPLETED MAY 2018 53% COMPLETED WITH OWN FORCES
17.022	Grand Canal Bike and Pedestrian Improvements Pedestrian Bridge south of Indian School Road and 23rd Ave and 15th Ave; between 16th st and 36th st, between 40th st and 44th st; along the south bank of the Grand Canal between 44th st and the Union Pacific Railroad Crossing east of 44th st; along the north bank of the Grand Canal between the Union Pacific Railroad crossing and the Phoenix/Tempe border at 56th st alignment. City of Phoenix/ ST87600114-3 & PHX-0(BFG)F Combs Construction Company Inc City of Phoenix / DCM Office Gail Brinkman 1034 E. Madison Street Phoenix, AZ 85034 (602) 495-2073 Type of work: construction of a 10-foot wide concrete pathway along the north bank of the Grand Canal between the existing pedestrian bridge located south of Indian School Rd and 23rd Ave and 15th Ave; between 16th St and 36th St; and between 40th St and 44th St; along the south bank of the Grand Canal between 44th St and the Union Pacific Railroad crossing east of 44th St; and along the north bank of the Grand Canal between the Union Pacific Railroad crossing and the Phoenix/Tempe border at the 56th St alignment - lighting, landscape and irrigation, site furnishings - seating nodes and gabion trail markers, four multi-use SRP canal crossing (concrete bridge structure), traffic signals, HAWKS, and rapid flashing beacons, and new railroad crossing at the intersection of Grand Canal with the Union Pacific Railroad crossing.	\$11,670,455.00 COMPLETED 10/19/2019 56% COMPLETED USING OWN FORCES
18.001	71st Avenue Paving and 71st Avenue Waterline Replacement 71st Avenue between Myrtle and Orangewood Avenues (Glendale, AZ)(Maricopa County) City of Glendale / Project No.: 161758 & 161761 Combs Construction Company, Inc. City of Glendale Wade Ansell 5850 W Glendale Ave, Suite 315	\$1,275,208.00 COMPLETION DATE: OCTOBER 2018 50% COMPLETED WITH OWN FORCES

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	Glendale, AZ 85301 623-930-3649 Type of work: construction of a complete collector street with pavement, curbs, gutters, sidewalks, and curbed medians, improvements to drainage catch basins and waterline replacement and upgrades.	
18,002	Phoenix - Casa Grande Highway (I-10) I-10 between milepost 186.65 and milepost 208.83 (Earley Rd - Junction I-8)(Pinal County) Arizona Department of Transportation / Project No.: NHPP-010-C(206)S / H798401C Ames Combs Joint Venture Arizona Department of Transportation Erin Kline 1651 W Jackson Street, Room 121-E Phoenix, AZ 85007 (520) 405-7680 Type of work: widening Interstate 10 between Milepost 196.42 and Milepost 199.34 from four lanes to six lanes including two new bridges over Jimmie Kerr Boulevard and the Union Pacific Railroad. A fiber optic trunk line will be installed between Milepost 186.65 to Milepost 208.83, including armored single-mode fiber optic cable and two node buildings. Other work consists of constructing widened roadway, mill replace asphaltic concrete pavement, concrete barrier, pipe lining, guardrail, granite mulch, landform graphics, signing, pavement marking, directional drilling, and other miscellaneous work.	\$11,218,155.00 COMPLETED JUNE 2020 90% COMPLETED WITH OWN FORCES
18,003	Baseline Rd- Salome Hwy to 85 HIPR Located in Supervisory Districts 4 & 5 (Baseline Rd- Salome Hwy to 85) Maricopa Department of Transportation/ Project No: 180037-DBB/ 2017-038 Combs Construction Company Inc Maricopa Department of Transportation Tristar Engineering & Management John Hall 320 W Lincoln St Phoenix, AZ 85003 (602) 904-3986 Type of work: milling and overlaying existing pavements with Asphalt-Rubber Asphaltic Concrete Friction Course (AR-ACFC) pavement using the Hot In-Place Recycle (HIPR) method, construct safety edges on roadway segments where required, sweeping, traffic control, striping, transverse rumble strips, and adjustments.	\$1,688,258.00 COMPLETED MAY 2018 50% COMPLETED WITH OWN FORCES
18,004	91st Ave Widening Project 91st Ave Between Van Buren Street and I-10 City of Tolleson/ Project No. ENG 17-02 Combs Construction Company Inc City of Tolleson Paul Gilmore 9555 West Van Buren Street Tolleson, AZ 85353 (623) 474-4960 Type of work: roadway widening - asphalt pavement removal, earthwork, asphalt paving, concrete curb & gutter, sidewalk/ramps, driveways, multi use path, traffic signals, pedestrian and street lights, ITS, signing and pavement marking, landscape/irrigation, walls, aesthetic treatments, hardscape elements, storm drain, catch basins, and utility adjustments.	\$4,283,843.00 COMPLETED MARCH 2019 67% COMPLETED WITH OWN FORCES
18,005	Sun Valley Parkway Restoration, Phase II Sun Valley Parkway I-10 to I,320 ft North of Tartesso Parkway Maricopa Department of Transportation/ TT0593 Combs Construction Company Inc Maricopa Department of Transportation Tristar Engineering & Management John Hall 320 W Lincoln St Phoenix, AZ 85003 (602) 904-3986 Type of work: full depth milling of the existing asphalt pavement and replacing with five inches new asphalt pavement, 1.5 inches Asphalt Rubber Asphaltic Concrete on 3.5 inches of ¾ inch Superpave for High Traffic on existing Aggregate Base. Re-grading existing aggregate base, proof rolling, installation of pavement markings and other miscellaneous work is included in this project	\$3,723,961.00 COMPLETION DATE: JULY 2018 70% PERCENT COMPLETED WITH OWN FORCES
18,006	107th Avenue: Indian School Road - Camelback Road Paving Improvements 107th Avenue: Indian School Road - Camelback Road	\$3,124,804.00 COMPLETED OCTOBER 2019

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	City of Phoenix / ST87100161-1 & ST87100161-3 / Federal Aid No. PHX-0(301)D / ADOT Tracs No. 0000 MA PHX SZ17501C Combs Construction Company Inc. City of Phoenix Anthony Humphrey 1034 E. Madison Street Phoenix, AZ 85034 (602) 262-4051 Type of work: roadway project consists of constructing new roadway paving improvements to widen 107th Avenue from Indian School Road to Camelback Road - subgrade Preparation; Asphaltic Concrete Pavement; Concrete Curb & Gutter; Concrete Sidewalk; Concrete Driveways; Storm Drain Mainline Pipe; Storm Drain Connector Pipe and Catch Basins; Storm Drain Manholes; Installation of New LED Street Lights and Poles; Trenching for Underground Street Light Circuits; New Landscaping & Irrigation System; Roller Compacted Decomposed Granite; Decomposed Granite Landscape Ground Cover and various Miscellaneous Items.	54% COMPLETED WITH OWN FORCES
18.007	Riverview Drive 18th Place to 22nd Street Roadway Improvements Riverview: 18th Place to 22nd Street City of Phoenix/Project No: ST85110072-2 Combs Construction Company, Inc. City of Phoenix Anthony Humphrey 1034 E. Madison Street Phoenix, AZ 85034 (602) 262-4051 Type of work: constructing roadway improvements from 18th Place to 22nd Street over the existing ADOT Outfall channel - constructing a new Concrete Box Culvert; Concrete Parapet Walls; Concrete Retaining Walls with Rustication Finish; Concrete Headwalls; Concrete Curb and Gutter; Concrete Sidewalk; Concrete Driveways; Subgrade Preparation; new Asphaltic Concrete Pavement; 24" Storm Drain Mainline Pipe; 18" Connector Pipe; Catch Basins; Storm Drain Manholes - Per Special Detail; Installation of New LED Street Lights and Poles; Trenching for Underground Street Light Circuits; Architectural Gabion Basket Planters and Gabion Walls; Architectural Decorative Wave Fencing; Hydroseeding; Decomposed Granite; Landscaping and Irrigation System and various other Miscellaneous Items.	\$2,428,610.00 COMPLETED MAY 2019 50% COMPLETED WITH OWN FORCES
18.009	Scottsdale Airport Delta Apron Reconstruction 15000 N Airport Dr, Scottsdale, AZ 85260 City of Scottsdale/ Project No: AC02A Combs Construction Company, Inc. Mead & Hunt Drew Seybold 8777 E. Via de Ventura, Ste. 398 Scottsdale, AZ 85258 (480) 718-1916 Type of work: reconstruction of apron pavement at Scottsdale Airport - removal of aircraft tie down anchors, fire hydrant vaults, wind cone, pavement markings, and installation of new aircraft tie down anchors, milling, place asphalt, pipe & underground, quality control, sawcutting, survey, utility locating, concrete work, grading, place & finish ABC and soil cement.	\$2,243,217.00 COMPLETED JUNE 2019 73% COMPLETED WITH OWN FORCES
18.010	City of Surprise Bullard Avenue: Greenway Road to Peoria Avenue Arizona Department of Transportation (ADOT)/Project No: CM-SUR-0 (230) T/T006301C Combs Construction Company, Inc. Arizona Dept. of Transportation Keegan Olds 114 E. Western Ave, MD E748 Avondale, AZ 85323 (602) 712-3540 Type of work: roadway improvements - installation of protected bike lanes in both directions, new signal poles and mast arms at the intersections of Acoma Drive and Sweetwater Avenue, new pavement markings and signage, school crosswalks, at Acoma Drive & Sweetwater Avenue, Americans with Disabilities Act (ADA) improvements, raised landscaped median between Waddell Road and Greenway Road and other related work	\$3,126,895.00 COMPLETED FEBRUARY 2019 60% COMPLETED WITH OWN FORCES
18.011	Wickenburg - Phoenix Highway (US 60)	\$3,922,383.00

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	US 60 (Grand Avenue) between MP 144.29 and MP 145.60 along the frontage road between Greenway Road and Thompson Ranch Road/ Thunderbird Rd (El Mirage, AZ) Arizona Department of Transportation / 060-B-NFA / H887401C Combs Construction Company inc. Arizona Dept of Transportation - Valley West Field Office Anthony Brozich 9651 N. 99th Avenue Peoria, AZ 85345 (602) 463-3615 Type of work: roadway improvements to the frontage road within the City of El Mirage City limits as well as constructing a new access with Grand Avenue at the Acoma Drive alignment - removing asphaltic concrete, furnishing and placing new aggregate base, asphaltic concrete, sidewalk, sidewalk ramps, concrete curb and gutter, drainage facilities, pavement marking, signing, roadway lighting, landscape and irrigation, and other related work.	COMPLETED NOVEMBER 2019 52% COMPLETED WITH OWN FORCES
18.012	Goodyear Airport Taxiway A Rehabilitation and Strengthening 1658 S Litchfield Rd - Taxiway A City of Phoenix/Project No AV41000075-1 Combs Construction Company, Inc. City of Phoenix Alfonso Sanchez 500 S. 24th Street Phoenix, AZ 85034 (602) 688-0765 Type of work: rehabilitate and strengthen Taxiway A and construct 30-foot paved shoulders to bring Taxiway A into compliance with Taxiway Design Group (TDG) 5 standards and to accommodate the design aircraft, a Boeing 767. Shift Taxiway Connectors A2 & A3 to north on the apron side of Taxiway A - demolition of asphalt concrete taxiway connector at apron, demolition of a portion of the PCCP in Taxiway A, mill and remove over 66,000 SY of taxiway asphalt, 2-inch depth, construct over 35,000 SY of new taxiway shoulders, place over 24,000 tons of hot mix asphalt, grading and drainage improvements including installation of pipe and structures, installation of new and relocation of existing handholes, conduit runs, LED taxiway centerline lights, LED taxiway edge lights, and LED signage and placement of enhanced markings to improve safety	\$5,486,509.30 COMPLETED MARCH 2019 77% COMPLETED WITH OWN FORCES
18.013	MC85 at 83rd Ave and Center Turn Lane Exp 95th to 75th Ave. 95th to 75th Ave MCDOT / Project # TT0345 Combs Construction Company, Inc. Maricopa County Department of Transportation HDR Engineering Matthew Walkowiak 3200 East Camelback Road, Suite 350 Phoenix, AZ 85018 (714) 425-7872 Type of work: roadway widening of MC 85 from approximately 95th Avenue to 75th Avenue and north and south along 83rd Avenue and 91st Avenue and installing a traffic signal at 79th Avenue including milling, asphalt placement, concrete flat work, concrete water structures, dry wells, electrical, guardrail, landscaping, masonry, pipe, quality control, traffic control, signs, seeding, striping, tree removal, utility adjustments, earthwork, excavate basins, place ABC, subgrade prep, Sawcutting, sweeping & SWZ system operations and maintenance	\$20,069,707.53 ACTIVE 99% COMPLETE ANTICIPATED COMPLETION DATE: APRIL 2021
18.015	Camelback Reconstruction Camelback Rd: 43rd Ave. to 51st Ave. City of Glendale/Project No. 171836 Combs Construction Company Inc. Wade Ansell 5850 W. Glendale Ave Glendale, AZ 85301 (623) 930-3649 Type of work: Roadway reconstruction - removal & replacement of existing pavement, sidewalks, curb & gutter, valley gutters, utility adjustments and driveway updates.	\$4,916,385.00 COMPLETED JULY 2020 50% COMPLETED WITH OWN FORCES
19.001	Baseline Road Improvements: Loop 202 & 57th Avenue Baseline Road between 57th Avenue & 202 Freeway Civil & Environmental Consultants, Inc. Jason Guerin 11811 N. Tatum Boulevard, Suite 3057	\$3,462,071.00 COMPLETED MAY 2020 43% COMPLETED WITH OWN FORCES

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	Phoenix, AZ 85028 (480) 202-5560 Type of work: New roadway construction - paving, medians, curb & gutter, sidewalk, curbs, spillways, temporary retention basins, landscaping, streetlights, traffic signal at the intersection of 59th Avenue and Baseline Road, driveways, right-turn deceleration lanes, bus stops, public sewer main extension, public water main extension, domestic and landscape water taps, private fire line taps, private sewer line taps, and dry utility conduit for streetlights, Cox communications and CenturyLink.	
19.003	Deer Valley Taxiway B3 Connector Relocation Design-Bid-Build 702 W. Deer Valley Road Phoenix, AZ 85027 City of Phoenix / Project No. AV31000088FAA/ADOT City of Phoenix John Kliethermes, PE 500 S. 24th Street Phoenix, AZ 85034 (602) 683-3657 Design Professional: Trace Consulting This project will relocate and rebuild the new Taxiway B3 Connector at Deer Valley Airport (DVT) in the configuration recommended by the DVT Master Plan Update, dated June 2015. Major scope items associated with this project include, but are not limited to: removal of existing taxiway and taxiway connectors, construction of new asphalt pavement and subgrade for connectors with FAA specified materials, construction of unpaved shoulders, reconstruction of impacted airport drainage areas, addition and replacement of electrical lighting and signage, pavement marking and airfield signage, implementation of a Storm Water Pollution Prevention Plan (SWPPP), as well as other items as need to complete the project.	\$2,032,697.00 COMPLETED: JUNE 2020 40% COMPLETED WITH OWN WORKFORCE
19.004	Mesa - Falcon Field Airport (FFZ) Runway 4L-22 Acute Angle Taxiways 4800 E Falcon Dr, Mesa, AZ 85215 City of Mesa /Project No. CP0945 / FAA AIP No. 3-04-0023-029-2019 / ADOT Grant No. E0M1T01C City of Mesa Jennifer Donahue 55 N. Center Street, 2nd Floor Mesa, AZ 85201 (480) 684-0418 Design Professional: Dibble Engineering This Federal-Aid project is part of the Runway Safety Action Plan (RSAP) at Falcon Field Airport and includes demolition and removals, subgrade preparation and construction of two new asphalt-paved connecting taxiways, drainage culverts, new runway guard lights, taxiway edge lighting, airfield guide signs, pavement markings, and appurtenant work, all as indicated on Approved Plans and Specifications.	\$1,163,169.00 COMPLETED JUNE 2020 40% COMPLETED WITH OWN WORKFORCE
19.005	Tucson 63 Lukeville, AZ Southwest Valley Constructors / Project No. 2098-104089 U.S. Army Corps of Engineers Los Angeles District (USACE) Southwest Valley Constructors Co. Clay Parry 5130 Masthead Street NE Albuquerque, NM 87109 (501) 529-4958 Type of work: clearing and grubbing, grading, utility trench excavation	\$370,609 Completed November 2019 100% COMPLETED WITH OWN WORKFORCE
19.006	South Central Light Rail Extension - Tripe 7 Improvements Phoenix, AZ Valley Metro Rail Inc/ Project No. 17013-SCECMAR Valley Metro Rail Inc. Kiewit Infrastructure West Co. / 1036-104187 Christopher Chaffe 3888 E. Broadway Rd. Phoenix, AZ 85040 (602) 437-7719 Type of work: Milling and paving	\$415,096.81 COMPLETED: MARCH 2020 35% COMPLETED WITH OWN WORKFORCE
19.007	City of Glendale 67th Avenue: Glendale Ave to Orangewood Ave Arizona Dept of Transportation/ Project No. STB-GLN-0(257)T/ T007101C Combs Construction Company, Inc. Arizona Department of Transportation Jason Satterly, PLA 2505 W. Georgia Avenue	\$1,655,389.00 COMPLETED: JUNE 2020 45% COMPLETED WITH OWN WORKFORCE

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	Phoenix, AZ 85007 (602) 712-3781	
	The proposed work is located in Maricopa County on 67th Avenue in the City of Glendale, beginning north of the Glendale Avenue intersection and extending to Orangewood Avenue. The work consists of construction of sidewalks, sidewalk ramps, and curb and gutter, signing, pavement marking, lighting, and other related work.	
19.008	Happy Valley RV Storage 12029 W Happy Valley Rd, Peoria, AZ 85383 303 Storage LLC Taylor Vache PO Box 6059 Peoria, AZ 85385 (602) 550-8841 Type of work: grading, storm drain, utilities, landscape, electrical, dry wells, pipe/underground, sidewalks, sidewalk ramps	\$3,354,267.00 COMPLETED: SEPTEMBER 2020 40% COMPLETED WITH OWN WORKFORCE
19.009	Tucson Project 1, 2, 3 FY19 Vehicle and Pedestrian Barrier Replacement Lukeville, AZ U.S. Army Corps of Engineers (Los Angeles District) USACE Project No. W912OL19C0015 Southwest Valley Constructors Co / Project No. 104089 Dennis Onstott 5130 Masthead Street NE Albuquerque, NM 87109 (602) 757 1373 Type of work: Furnish the following- ABC, #57 concrete, rip rap, and concrete sand	\$34,045,067.00 ACTIVE 80% COMPLETE ANTICIPATED COMPLETION DATE: 12/31/2021 98% COMPLETED WITH OWN WORKFORCE
19.010	Wickenburg - Phoenix Highway (US 60) Grand Avenue: Bethany Home Rd & Northern Avenue Arizona Department of Transportation / Project No. RHC-STP-060-B(225)T/ F014101C Combs Construction Company, Inc. Arizona Department of Transportation Sara Howard 24251 N 7th Avenue Phoenix, AZ 85085 (480) 532-9295 The proposed work is located in Maricopa County within the City of Glendale at the intersections of Bethany Home Road and US 60 (Grand Avenue) at Milepost 156.2 and Northern Avenue and US 60 at Milepost 153.4. The work consists of widening the existing roadway, adding left turn lanes, installing concrete curb, sidewalk, lighting, traffic signals, striping, signing and other related work items.	\$1,129,684.12 COMPLETED: OCTOBER 2020 51% COMPLETED WITH OWN WORKFORCE
19.011	Southern Avenue Southern Avenue: Delaware Drive to Ironwood Drive Arizona Department of Transportation / Project No. APJ-0(214)T / T006101C Combs Construction Company, Inc. Arizona Department of Transportation Micah Hannam, P.E. 2600 West Broadway Rd., #1501 Tempe, AZ 85282 (480) 318-4048 Proposed work consists of widening the existing Southern Avenue to provide five lanes of vehicular travel and two lanes of cyclist travel. Work includes roadway excavation, embankment construction, removing asphaltic concrete, furnishing and placing new aggregate base, asphaltic concrete, sidewalk, sidewalk ramps, concrete curb and gutter, drainage facilities, pavement marking, signing, lighting and other related work.	\$2,086,234.00 COMPLETED DATE: AUGUST 13, 2020 53% COMPLETED WITH OWN WORKFORCE
19.012	Val Vista Drive Reconstruction Val Vista Dr: Baseline Rd - Guadalupe Rd Town of Gilbert / ST1690 Combs Construction Company, Inc. Town of Gilbert Toby Crooks 90 East Civic Center Drive Gilbert, AZ 85296 (602) 726-5765 Major reconstruction of deteriorated asphalt pavement on Val Vista Drive from Baseline Road to Guadalupe Road intersection, adding bike lanes, updating	\$6,889,703.00 ACTIVE 45% COMPLETED WITH OWN WORKFORCE ANTICIPATED COMPLETION DATE: MAY 2021

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
19.013	107th Avenue and McDowell Road Widening (CMAR) 107th Avenue and McDowell Road City of Avondale / ST 1224 & ST 1382 Combs Construction Company, Inc. City of Avondale Suneel Garg 11465 West Civic Center Drive Avondale, AZ 85323 (480) 375-5756 Improvements include: Dual northbound and westbound left turn lanes, exclusive northbound, westbound and eastbound right turn lanes, three thru lanes in each direction on McDowell Road, raised landscape medians, traffic signal, 16" ductile iron pipe waterline in McDowell Road, driveways, bus bay, sidewalks, ADA ramps, street lighting, pavement marking, signing, bike lanes, private irrigation channels and well relocation/abandonment, ARP irrigation, SR power distribution conduits, traffic control	Pre-Construction: \$76,374.17 Pre-Con Phase COMPLETED: NOVEMBER 2020 Construction Services Phase: \$ TBD Const. Sves Est. Start: NOV 2021
19.014	New River HIPR Cloud Rd: from 1/2 Mile West of 7th Avenue to 1/2 Mile East of 24th Street (4 Miles) / Joy Ranch Rd: from 19th Avenue to 24th Street (4 Miles) / Desert Hill Dr: from 1/2 Mile West of 27th Avenue to about 1/4 Mile East of 7th Street (3.75 Miles) / Honda Bow Rd: from 7th Ave to New River Rd (1.1 Mile) Maricopa County Department of Transportation / Project No. TT0598/ 200065-DBB Combs Construction Company, Inc. Maricopa County Department of Transportation Jack Guzman, CJP 160 S 4th Avenue Phoenix, AZ 85003 (602) 506-0747 Office (602)531-5730 Cell jack.guzman@maricopa.gov Scope of work: Hot In Place Recycle	\$3,283,266.00 COMPLETED DATE: OCTOBER 2020 61% COMPLETED WITH OWN WORKFORCE
20.001	Sedona Airport Apron 'D' Reconstruction 235 Air Terminal Drive, Sedona, AZ 86336 Yavapai County / Project No. FAA26 / FAA AIP No. 3-04-0033-026-2020 Combs Construction Company, Inc. Yavapai County Carmen Rose, PE 7878 North 16th Street, Suite 300 Phoenix, AZ 85020 602-957-1155 Office 480-319-5744 Mobile carmen.rose@dibblecorp.com Design Professional: Dibble Engineering Demo, removal and construction of approximately 21,000 square yards of AC pavement, new taxilane pavement, taxiway shoulder and taxiway infield markings, removal of 18" RCP and 12" RCP storm drain, install of 24" RCP, 21" RCP and 18" RCP storm-drain pipe, relocation of APS and Century Link underground utilities, install of taxiway direction signs, removal and install of new taxiway edge lights. Alt References: Chris Steele, Yavapai County Engineer, 928-771-3183 chris.steele@yavapai.us Ed Rose, Sedona Airport Manager, 928-282-4487, ed@sedonaairport.org	\$1,963,790.00 COMPLETED DATE: DECEMBER 2020 85% COMPLETED WITH OWN WORKFORCE
20.002	Scottsdale Airport Delta Apron Rehabilitation Phase 2 and Improvements Project 15000 N Airport Drive, Scottsdale, AZ 85260 City of Scottsdale / AG03 / FAA AIP No: 3-04-0032-038-2020 Combs Construction Company, Inc. City of Scottsdale Mr. Chris Read 15000 N Airport Drive Scottsdale, AZ 85260 480-312-2674 cread@scottsdaleaz.gov Design Professional: Mead & Hunt The project scope of work for the Delta Apron includes the full depth removal, relocation, and reconstruction of apron connector pavement near Taxiway A2 with associated taxiway edge lighting and signage and the full depth removal, relocation, and reconstruction of the Airport perimeter road. The scope of work for the Charlie Apron includes the full depth removal and reconstruction of apron pavement near Taxiway B10. The scope of work for Taxiway B5 includes the full depth removal and replacement of the asphalt surface course with revised elevations to provide positive drainage for the pavement surface.	\$570,939.00 COMPLETED DATE: DECEMBER 2020 75% COMPLETED WITH OWN WORKFORCE

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO. Alt Reference: Drew Seybold, Project Manager, 480-273-7342 (M), drew.seybold@meadhunt.com	CONTRACT AMOUNT COMPLETED
20,003	Kirkland - Hillside Pavement Improvement Kirkland-Hillside Rd. Yavapai County / 1922884 Combs Construction Company, Inc. Yavapai County Ms. MaryAnn Sala 1100 Commerce Drive Prescott, AZ 85305 928-777-7522 The scope of work includes the furnishing of all labor, materials, equipment, fixtures, and services required for 1" hot in-place recycling of all travel lanes followed by a 1.5" fiber reinforced overlay and installation of thickened edges. The entire project length is about 15.8 miles. Major project work includes approximately: 25,269 tons of asphaltic concrete placed, 199,164 square yards of hot in-place pavement recycling, and 1,468 square yards of pavement remove and replace sections with geogrid. Other associated work includes: reconstruction of 690 feet of embankment curb, shoulder build-up and grading, removal and installation of approximately 800 feet of new MGS guardrail with 16 new MSKT TL-3 guardrail terminal end treatments and 4 Thrie-Beam guardrail transitions to concrete bridge, adjusting 1,611 feet existing guardrail height by raising blocks, removal of 6 existing cattle guards, and reinstallation of 5 new pre-cast cattle guards. Project also includes driveway, side road and mainline matches, install of flexible delineator assemblies and concrete foundations for square tube sign posts, and restoration of 15.8 miles of roadway striping and markings. Alt References: #1 Christian DeLeone M: 928-710-5705, O: 928-771-3183, christian.deleone@yavapai.us #2 Bert Miller bert.miller@yavapai.us	\$4,723,561.45 COMPLETED DATE: SEPTEMBER 2020 61% COMPLETED WITH OWN WORKFORCE
20,004	Falcon Field Higley East 4800 E. Falcon Drive, Mesa, AZ 85215 City of Mesa /CP0921 / ADOT E0S2C01C Combs Construction Company, Inc. City of Mesa Ms. Farzana Yasmin, P.E. 20 East Maing Street, 5th Floor Mesa, AZ 85201 O: 480-644-3313 C: 480-487-2390 farzana.yasmin@mesaaz.gov Reconstruct a portion of the ramp to the limits shown in the project plans. The existing asphalt and base materials will be removed, and a new pavement section will be constructed. The existing aircraft tie-downs from the area will be removed prior to the pavement removal operation and new aircraft tie-downs will be installed after the new pavement section is constructed. Temporary and permanent pavement markings will be applied to the new asphalt. Alt References: #1 Robert Aros COM O: 480-644-4721, robert.aros@mesaaz.gov	\$474,795.00 COMPLETED DATE: NOVEMBER 2020 52% COMPLETED WITH OWN WORKFORCE
20,005	Tyson Wash Bridges La Paz County on I-10 from MP 18.44 to MP 18.78 within Quartzsite Town Limits Arizona Department of Transportation / 010-A(223)T / H863001C Combs Construction Company, Inc. ADOT Jaime Hernandez 2243 Gila Ridge Road Yuma AZ 85365 Phone: (928) 317-2158 Fax: (928) 210-1913 jhernandez@azdot.com The proposed bridge rehabilitation & scour retrofit project is located in La Paz County on I-10 from MP 18.44 to MP 18.78 within Quartzsite town limits. The work consists of bridge rehabilitation and scour retrofit. The work includes reconstruct existing bridge deck joints at hinges; construct scour countermeasures underneath the Tyson Wash Bridges Str. # 791 & 792, striping and other related work.	\$1,205,639.00 COMPLETED DATE: NOVEMBER 2020 42% COMPLETED WITH OWN WORKFORCE
20,006	Northwest Extension Phase II 19th Avenue and Dunlap Avenue to Metrocenter Valley Metro Rail Inc. Kiewit Infrastructure West Co. / Project No. NEW-4037 Nick Wiatrowski 3888 E. Broadway Rd.	\$3,649,442.00 NTP: TBD

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	Phoenix, AZ 85040 602-437-7879 602-437-7719 nicholas.wiatrowski@kiewit.com Paving & Milling	
20.007	South Central Light Rail Extension (SCE) Phoenix, AZ Valley Metro Rail Inc. Kiewit Infrastructure West Co. / Project No. 1036-104283 / 17013-SCECMAR Nick Wiatrowski 3888 E. Broadway Rd. Phoenix, AZ 85040 602-437-7879 602-437-7719 nicholas.wiatrowski@kiewit.com Place Asphalt / Asphalt Milling	\$14,729,369.00 ACTIVE 68% COMPLETED WITH OWN WORKFORCE ANTICIPATED COMPLETION DATE: MAY 2023
20.008	Chandler Boulevard Bike Lanes (I-10 to 56th Street) Chandler Boulevard between I-10 and 56th Street, City of Chandler Arizona, Maricopa County City of Chandler / ST1612.401 / CN-0(239)D / T007301C Paul Ahlas, City of Chandler (480) 782-3328 Combs Construction Company, Inc. / 20.008 480-782-3328 paul.ahlas@chandleraz.gov Project consists of restriping Chandler Boulevard from I-10 Eastbound on and off ramp to 56th Street to provide continuous bike lanes. Spot widening occurs on Chandler Boulevard at Southgate Drive, 54th Street, and various driveways. The work includes roadway obliteration, subgrade preparation, grading, furnishing and placing subgrade, asphaltic concrete asphalt, curb and gutter, sidewalk, drainage improvements, signals and intersection improvements, signing, striping, landscape restoration, erosion control and other related incidental work.	\$904,828.00 ACTIVE 59% COMPLETED WITH OWN WORKFORCE NTP / START DATE: March 8th, 2021 SUBSTANTIAL COMPLETION DATE: August 4th, 2021 FINAL COMPLETION DATE: September 3rd, 2021 CONTRACT TIME: 180 Calendar Days 55.6% COMPLETE / AS OF 06.15.2021
20.009	SR 69 and Spring Lane Intersection SR 69 and Spring Lane Intersection (between MP 265.00 & MP 265.53), Approx. 3mi North of I-17, Yavapai County Arizona Department of Transportation / 069-A(219)T / F026901C Combs Construction Company, Inc. ADOT James Bramble 6989 E. 2nd St. Prescott Valley, AZ 86314 M: 928-830-0474 O: 928-277-2910 jbramble@azdot.gov Project is located in Yavapai County on SR 69 between mileposts 265.00 and milepost 265.53, approximately 3.0 miles north of I-17. The work consists of installing a new traffic signal at Spring Lane intersection, and other related work.	\$569,280.75 ACTIVE 51% COMPLETED WITH OWN WORKFORCE ANTICIPATED COMPLETION DATE: MAY 2021 NTP Date: September 21st, 2020 CONTRACT TIME: 85 Working Days 46% COMPLETE / AS OF 04.19.2021
20.010	7th Street to Aviation Way Parker-Bullhead City Hwy (SR 95): 7th Street to Aviation Way (MP 248.50 to 249.50), Bullhead City, AZ Mohave County Arizona Department of Transportation / 095-D(218)T / F020901C Combs Construction Company, Inc. ADOT Darryn Dryden 3664 E. Andy Devine Ave Kingman, AZ 86401 O: 928-277-2906 ddryden@azdot.gov Project is located in Mohave County, on SR 95, between Milepost 248.50 and Milepost 249.50, within the City of Bullhead City. The work includes constructing a new raised median and sidewalk ramps. The work also includes constructing curb, installing signs, placing pavement markings, and other related work.	\$569,280.00 ACTIVE NTP DATE: 09/14/2020 45% COMPLETED WITH OWN WORKFORCE SUBSTANTIAL COMPLETION: 05/18/2021 96% COMPLETE / AS OF 05/18/2021 CONTRACT TIME: 67 Working Days
20.011	Maricopa Porter Road to Farrell Road Project No. MAR-0(208) T / T013101C Arizona Department of Transportation / AZ12345678 Reed Dalbik / (480) 356-6231	\$1,761,716.54 COMPLETED 45% COMPLETED WITH OWN WORKFORCE AWARD DATE: October 16th, 2020

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	2600 W. Broadway Rd. #1501, Tempe, AZ 85282 Project is located in Pinal County within the City of Maricopa on Farrell Road from Hartman Road to Maricopa-Casa Grande Highway, on Hartman Road from 1600' north of Farrell Road to 400' south of Farrell Road, and on Porter Road from Farrell Road to Peters and Nall Road. The work consists of placing a double chip seal coat, constructing concrete low water crossings, installing pipe culverts, striping, and other related work.	ESTIMATED START DATE: January 4th, 2021 ESTIMATED COMPLETION DATE: June 11th, 2021 CONTRACT TIME: 180 Consecutive Calendar Days 100% COMPLETE / AS OF 06/11/2021
20.012	Pave Levee Road Yuma, AZ Federal Highway Administration Hauser Engineering Federal Highway Administration Josephine Helms 12300 W Dakota Ave Lakewood, CO 80228 Paving approximately 2.6 miles of the currently gravel surfaced Yuma Valley Levee Road in Yuma County, Arizona. The existing gravel surface will be reconditioned and supplemented with additional aggregate base prior to paving.	\$960,916.92 ACTIVE 84% COMPLETED WITH OWN WORKFORCE ANTICIPATED COMPLETION DATE: MARCH 2021
20.013	Customs & Border Patrol IDIQ Repair & Improvement Services for TI Assets (Tucson Sector) Tucson, AZ Customs & Border Patrol SWP Contracting & Paving	\$262,250.00 COMPLETED DATE: DECEMBER 2020 100% COMPLETED WITH OWN WORKFORCE
20.014	Bell Rd Reconstruction, 51st to 59th Avenues City of Glendale Arizona / Maricopa County Hugh Alter / (623) 930-3630 5850 W Glendale Ave, Glendale AZ 85301 Removing and replacing the existing pavement section. Includes valve and manhole adjusting and thermoplastic striping	\$3,249,204.97 ACTIVE AWARD DATE: December 17th, 2020 ESTIMATED START DATE: 03/14/21 ESTIMATED COMPLETION DATE: 09/10/21 CONTRACT TIME: 150 Consecutive Calendar Days 15% COMPLETE / AS OF 04/09/21 % COMPLETED WITH OWN WORKFORCE
20.015	Roadway Widening Imp McClintock Dr- Del Rio Dr to Broadway Ave Del Rio Dr to Broadway Ave / City of Tempe Arizona / Maricopa County City of Tempe / 5408751A Jim O Cooper, Senior Engineering Associate (480) 350-8724 Combs Construction Company / 20.015 Widening of existing roadway to accommodate three (3) southbound travel lanes, two (2) northbound travel lanes, turn lanes and standard bike lanes northbound. Improvements will include pavement reconstruction, pavement striping, side slope grading and retainage, new curb and gutter and sidewalk, new traffic signal poles, lighting replacements, utility relocations and drainage improvements.	\$2,407,905.60 ACTIVE AWARD DATE: January 19th, 2021 NTP DATE: March 15th, 2021 ESTIMATED START DATE: March 15th, 2021 ESTIMATED COMPLETION DATE: October 11th, 2021 CONTRACT TIME: 210 Calendar Days
20.016	Entrance Road, Coolidge Arizona Hauser Engineering / Project No: P20.018 Chris Hauser / (520) 220-1644 P.O Box 6207 Glendale, AZ 85312 USDOT Federal Highway Admin / Project No: AZ FTNP CAGR 10(2) Josephine Helms 12300 W. Dakota Avenue, Lakewood, CO 80228 Road Rehabilitation, Micro-surfacing, and Asphalt Surfacing "This project provides 3R rehabilitation treatment for routes to includes .65 miles of Entrance roadway. The rehabilitation project consists of pulverizing the existing asphalt for additional base and repaving with approximately 4" of asphalt. The project will also be addressing grading side slopes due to additional pavement thickness along shoulders."	\$434,984.00 ACTIVE 65% COMPLETED WITH OWN WORKFORCE ANTICIPATED COMPLETION DATE: MARCH 2021
21.001	Glendale Ave Reconstruction 99th Ave to El Mirage Rd 99th Avenue to El Mirage Road, City of Glendale Arizona, Maricopa County City of Glendale 5850 W. Glendale Ave, Glendale AZ 85301 / 171833.2 Dan Gerhard, Project Manager City of Glendale (602) 828-2480 Combs Construction Company / 21.001 Remove existing asphalt and replace with new asphalt, remove concrete pavement and replace with new concrete pavement, install new curb ramps, curb & gutter	\$12,431,360.08 ACTIVE 40% COMPLETED WITH OWN WORKFORCE ANTICIPATED COMPLETION DATE: FEBRUARY 2022

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
21.002	Northern Parkway Cable Barrier Northern Parkway / City of Glendale Arizona / Maricopa County City of Glendale 5850 W. Glendale Ave, Glendale AZ 85301 / 192039 Reese Henry, City of Glendale (623) 930-3688 Combs Construction Company / 21.002 Installation of cable median barrier along Northern Parkway between Sarival Road and Dysart Road grading and drainage improvements and placement of landscape granite mulch	\$953,086.00 ACTIVE AWARD DATE: 03/15/21 ESTIMATED START DATE: April 1st, 2021 ESTIMATED COMPLETION DATE: June 18th, 2021 CONTRACT TIME: 120 Consecutive Calendar Days
21.003	Rehabilitation of Sun City West Unit 36 Sun City West Unit 36 / Sun City West Arizona / Maricopa County Maricopa County Dept of Transportation (MCDOT) / TT0592 Corry Slama, MCDOT (602) 506-2248 Combs Construction Company / 21.003 Rehabilitating Granite Valley Drive and Stardust Boulevard with mill and overlay, as well as reconstructing the asphalt pavement on White Rock Drive, 146th Way, Osprey Drive, 146th Drive, 147th Drive, Trading Post Drive and Calumet Drive. Also included in the project is signing and striping, construction of sidewalk, curb and gutter, and ADA compliant pedestrian ramps.	\$1,427,690.62 AWARD DATE: March 11th, 2021 ESTIMATED START DATE: May 10th, 2021 ESTIMATED COMPLETION DATE: TBD CONTRACT TIME: 90 Calendar Days
21.004	McClintock Roadway Widening Imp- Phase II (North), Broadway to Apache Broadway Ave to Apache Blvd / City of Tempe Arizona / Maricopa County City of Tempe / 5408751B Combs Construction Company / 21.004 INCREASING TRAVEL CAPACITY BY WIDENING THE WEST SIDE OF MCCLINTOCK DRIVE BETWEEN BROADWAY ROAD AND APACHE BOULEVARD TO ACCOMMODATE ADDITIONAL SOUTHBOUND TRAVEL LANES AND STANDARD BIKE LANES NORTHBOUND AND SOUTHBOUND. THIS PROJECT IS THE SECOND PHASE OF THE CORRIDOR IMPROVEMENTS FROM DEL RIO DRIVE TO APACHE BOULEVARD	\$915,649.25 AWARD DATE: April 19th, 2021 ESTIMATED START DATE: TBD ESTIMATED COMPLETION DATE: TBD CONTRACT TIME: 210 Calendar Days
21.005	Florence Trekell Intersection Improvement Plans RVD E Florence Blvd & N Trekell Rd, Casa Grande, AZ 85122 City of Casa Grande 3181 North Lear Ave, Casa Grande AZ 85122 Duane S Eitel, PE (520) 421-8625 Combs Construction Company / 21.005 Removal, equipment salvage, and disposal of the existing traffic signals, Traffic signal poles, foundations, mast arms, traffic signal heads/faces, ped signal heads, illuminated street name signs, and LED luminaires, Pedestrian push buttons and signs, Video detection system and emergency vehicle detection system, Electric conduit, conductors, and pull boxes, Traffic signal controller, cabinet, and foundation, Electric meter pedestal, cabinet, and foundation, Power supply with battery back up, Sawcut, pavement removal, and asphalt milling, Asphalt pavement (5") on aggregate base course (10"), Asphalt overlay (2"), Construct curb and gutter sections and valley gutter sections • Sidewalk curb ramps, Sidewalk and driveway pavement, Temporary painted pavement markings, white & yellow, Thermoplastic pavement markings, white Sign Installation, Fire hydrant relocation, Utility fixture adjustments, Restore disturbed landscaping and irrigation systems, Traffic control and mobilization	\$570,167.39 AWARD DATE: TBD ESTIMATED START DATE: TBD ESTIMATED COMPLETION DATE: TBD CONTRACT TIME: TBD
21.008	Glendale Municipal Airport Taxiway Rehabilitation *Bid Wednesday, April 21, 2021 Rehabilitation of Taxiway A, realignment of connector Taxiways A4 and A6, removal of Taxiway A5, removal of the hold bay near Taxiway A8 and taxiway shoulder stabilization. Dibble Corp. Eric Borgman (480) 401-9658	CONTRACT AMOUNT: \$2,094,801.95 AWARD DATE: 8/10/21 % COMPLETED WITH OWN WORKFORCE ESTIMATED START DATE: 8/27/21 ESTIMATED COMPLETION DATE: CONTRACT TIME: 87 CALENDAR DAYS % COMPLETE
21.009	Rodeo Drive Improvements Project *Bid April 27th, 2021 Removal of existing asphalt and the installation of new curbs, valley gutters, handicap ramps, box culvert, miscellaneous culverts and catch basins, water lines, sewer lines and matchup asphalt pavement	CONTRACT AMOUNT: \$1,580,910.10 % COMPLETED WITH OWN WORKFORCE

PROJECTS COMPLETED LAST 5 YEARS

CCC JOB NO	PROJECT NAME PROJECT LOCATION / CITY & STATE / COUNTY OWNER / OWNER PROJECT NO. GENERAL CONTRACTOR / PROJECT NO.	CONTRACT AMOUNT COMPLETED
	Town of Chino Valley Steven Sullivan (928) 636-2646 ext 1226	AWARD DATE: 5/24/21 ESTIMATED START DATE: 8/23/21 ESTIMATED COMPLETION DATE: 12/21/21 CONTRACT TIME: 120 CALENDAR DAYS % COMPLETE
21.011	21.011 Taxiway A and Connectors Reconstruction (City of Lake Havasu) *Bid May 12 at 2:00PM. Reconstruct Taxiways A, A1 and A6. Taxiways A2, A3, A4, and A5 will be removed and two new connectors will be constructed in their place. C&S Engineers, Inc. Ray Middleswarth (602) 997-7536	CONTRACT AMOUNT: \$6,475,069.70 % COMPLETED WITH OWN WORKFORCE AWARD DATE: 8/10/21 ESTIMATED START DATE: 10/4/21 ESTIMATED COMPLETION DATE: 5/17/22 CONTRACT TIME: 225 Calendar Days % COMPLETE
21.012	Baseline Road at Meridian Road (MCDOT) *Bid May 12 at 2:00PM. The work consists of installation of a new traffic signal and associated equipment including poles, mast arms, signal heads, conduit, foundations, cabinet, battery backup systems, roadway paving, grading, drainage culvert, catch basin, traffic signing, pavement marking and traffic control. HDR Dan Springer 602-708-9081	CONTRACT AMOUNT: \$960,773.90 % COMPLETED WITH OWN WORKFORCE AWARD DATE: 6/17/21 ESTIMATED START DATE: Waiting on ROW permit ESTIMATED COMPLETION DATE: 11/28/21 CONTRACT TIME: 90 Calendar Days % COMPLETE

Attachment B



Ryan Combs President

- 13 years construction experience
- Position: President, Project Manager, Project Superintendent, Paving Foreman, Heavy Equipment Operator

Experience

Ryan Combs has spent his career in the construction industry, starting as a heavy equipment operator and working his way up to president/project manager of Combs Construction. He oversees more than 70 employees and 100 pieces of heavy equipment carrying out, as a general contractor or subcontractor, a wide range of public sector, private industry and tribal government projects.

Ryan oversees and has participated in the construction of large, complex highway and street improvement projects. He oversees and performs all aspects of project management including managing crews and subcontractors, scheduling, budgeting, regulatory compliance and achieving performance and safety goals to meet project requirements. His experience includes reviewing and evaluating bid documents, estimating costs, and writing and negotiating contracts. He works effectively with client representatives, owners, contractors, engineers, inspectors, and other industry professionals.

- **President/Project Manager**, *Combs Construction Company, Inc., Phoenix, AZ, 2009-Current*
- **Project Superintendent**, *Combs Construction Company, Inc., Phoenix, AZ, 2006 – 2009*
- **Heavy Equipment Operator**, *Combs Construction Company, Inc., Phoenix, AZ, 2007 – Current*

Key Projects

ADOT

Phoenix – Casa Grande Highway – I-10 – Early Road to Junction I-8; Ames/Combs Joint Venture

December 2017 – Current

\$36,649,062.00

This in process project encompasses widening Interstate 10 between from four lanes to six lanes including two new bridges over Jimmie Kerr Boulevard and the Union Pacific Railroad. A fiber optic trunk line will be installed including armored single-mode fiber optic cable and two node buildings. Other work consists of constructing widened roadway, mill replace asphaltic concrete pavement, concrete barrier, pipe lining, guardrail, granite mulch, landform graphics, signing, pavement marking, and directional drilling.

Role: Assistant Project Manager

SR 95 – Parker Bullhead City Highway

Project completed July 2017

\$1,039,486.00

This project consisted of concrete work, electrical, grading, milling, asphaltic concrete placement, utility adjustments and striping.

Role: Project Manager

Kelson Construction: Aug. 2009 - 2012

- Supervisor over 3 employees.
- Work daily with owner on scheduling and ordering product for projects.
- Plan and schedule projects.
- Keep time frame with employees.
- Schedule delivery for merchandise for projects.
- Painter, tile, and carpenter for all projects.

JK Excavating: June. 2009 to Feb. 2010

- Worked daily with owner on planning and executing projects.
- Equipment operator for all projects.

Premier Golf Cars: Aug. 2008-Sept. 2009

- Worked with owner on scheduling, delivering and pickup of bought or rented merchandise.
- Mechanic on stock merchandise, bought products for resale and stock.

References:

Jason Hilgers 928-230-1556

- Owner, Hilgers Trucking LLC

A.J. Barrett: 928-412-1239

- Owner, Barrett Custom Marine

Nick Callagy: 928-486-1416

- Owner, Callagy Construction

Dave Hovley: 619-252-3372

- Owner, Atlas REO



SR 86 – Tucson – Ajo Highway

Project completed 2010

\$1,700,000.00

This project consisted of the symmetrical widening of shoulders, adding turn lanes, placing aggregate base, asphalt concrete, chip seal coat, removing and placing pipe, and applying pavement markings.

Role: Assistant Project Manager

SR 79/Oracle Junction – SR 79 and SR 79 B – T-Intersection

Project completed in April 2018

\$618,961.62

The work performed includes the elimination of the existing one-way southbound transition lane onto Highway 79 and combining both directions of travel onto one roadway at the existing northbound left turn onto Highway 79B.

Role: Project Sponsor

Bullard Avenue – Greenway Road to Peoria Avenue

Project completed December 2018

\$3,138,800.00

Project work along 3 mile roadway section consisted of installation of protected bike lanes in both directions, installation of new signal poles, new pavement markings and signage, new crosswalks and ADA improvements and a raised landscape median.

Role: Project Sponsor

Airport

Phoenix Deer Valley Airport – Run Up Areas Adjacent to Taxiway C – Design Build

Project work will consist of providing two new aircraft run-up areas at the west and east ends of Taxiway 'C'. Each area will accommodate six run-up positions to meet FAA Aircraft Design Group (ADG)-I design standards. The new run-up areas will connect to existing parallel Taxiway 'C' and new/future parallel Taxiway 'D' with the run-up positions aligned north-south. Demolition of existing run-up area asphaltic concrete (AC) pavement, construction of nearly 20,000 SY of new AC Pavement, excavation of existing west basin to add additional capacity, grading and drainage improvements, including salvaging and replacing the existing crushed aggregate slope protection ("Palm Springs Rock"), installation of storm drain pipe, manholes and catch basins, installation of LED and incandescent edge lights, removal of chain-link fence and installation of approximately 520 feet of CMU block wall, and construction and removal of two temporary run-up areas, including removal and replacement of conduit and edge lights.

Role: Project Manager

Phoenix Goodyear Airport – South T Hangars Reconstruction and Connector to Taxiway A

Project work consisted of reconstructing the pavement of the approximately 40,000 sy south T-hangars apron, demolition of the existing connector taxiway between the south T-hangar apron and Taxiway A, construct new connector taxiway from the northeast side of the south apron extending to the northeast, place & finish ABC, remove & replace pipe, striping, AC removal, signage, utility locating, sweeping, and sawcutting.

Role: Project Manager

Cottonwood Airport – Apron Reconstruction Project Phase 2



Project work consisted of the reconstruction of pavement sections on the north and south aprons - utility adjustments, place asphalt, concrete work, electrical, pulverize asphalt, pipe, saw cutting, survey, place and finish ABC, grading and utility locating.

Role: Project Manager

Phoenix Sky Harbor International Airport – Runway and Taxiway Reconstruction

Work consisted of asphalt concrete placement.

Role: Project Manager

Mesa Falcon Field Airport – Realign and Construction of Taxiway A

Role: Superintendent

Phoenix Goodyear Airport – Runway Rehabilitation

Role: Superintendent

Certifications/Accreditations

Certified Erosion Control Coordinator

Ryan Combs Applied Prequalification Experience

All Classes Construction	
Asphalt Concrete Paving	Yes
Bridges	
Buildings	
Chip Seal	Yes
Electrical	Yes
Grading & Draining	Yes
Guardrail/Fencing	Yes
Landscaping & Irrigation	Yes
Minor Concrete Structures	Yes
Miscellaneous Concrete (sidewalk, curb & gutter)	Yes
Pavement/Bridge Repair	
Pavement Marking	Yes
Portland Cement Concrete Paving	
Pump Stations & Pipelines	
Rest Areas	
Signing	Yes
Underground	Yes

Michael S. Sullivan

11217 N. 157th Ave
Surprise Az, 85379
(623)-308-7368

Focus

General Contracting with an emphasis in airports, highways, and street improvement projects.

Experience

VICE PRESIDENT/OPERATIONS MANAGER, PROJECT MANAGER, GENERAL SUPERINTENDANT, FOREMAN

- 20 years of experience in the field of Construction

Skills & Abilities

PROJECT MANAGEMENT

- Strong background in supervision of large, complex projects. Possesses knowledge of building practices and regulatory compliance issues. Qualified to review and evaluate bid documents, estimate costs, chart projections, write and negotiate contracts, and lead cross-functional project teams. Coordinates activities effectively with responsible parties regarding guidelines and scope. Ability to manage multiple projects at once.

RELATIONSHIP DEVELOPMENT, COMMUNICATION, & LEADERSHIP

- Excellent leadership, communication and relationship building skills. Works effectively with engineers, architects, client representatives, owners, contractors, inspectors, and other industry professionals. Works jointly with clients to review job progress and address outstanding issues; providing the highest-level service to clients and earning frequent commendations as a result.

CERTIFICATIONS & AWARDS

- | | |
|---|-----------|
| • Erosion Control Coordinator Certified | |
| • Employee Safety Award | 2012 |
| • Superintendent of the Year Award | 2013/2015 |
| • Operations Employee of the Year Award | 2017 |
| • Build Arizona Award – Goodyear Blvd Improvements | 2015 |
| • Build Arizona Award - P1 Parking 91 st Ave to Maryland | 2017 |
| • Build Arizona Award - Bullard Ave, Greenway Rd to Peoria Rd | 2019 |
| • Build Arizona Award – Grand Canal Phase I and II | 2020 |

Experience

PROJECT MANAGER/GENERAL SUPERINTENDENT | COMBS CONSTRUCTION COMPANY, INC. | 2011 – PRESENT

KEY PROJECTS

City of Peoria

Beardsley Road Roadway Improvements	\$2,111,188.00
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This project consisted of installing a new under ground storm drain system, water main vertical re-alignments, concrete flat work, concrete junction structures, traffic signals, grading, paving and Landscaping.

Pinnacle Peak Road Improvements – 99 th Ave to 102 nd Ave	\$1,207,180.53
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This project consisted of New water main and fire hydrants, concrete flat work, traffic signals, grading, paving, micro seal, and landscaping

MCDOT

Desert Sage Subdivision Rehabilitation \$2,017,782.47

This project consisted of removing the existing asphalt, installing new concrete ramps and valley gutters, subgrade prep and Paving

Dove Valley Area Low Volume Roads \$819,271.20

This project consisted of mass grading, concrete ford walls, subgrade preparation and paving

Rockaway Hills Road, 255th Ave to 251st Ave \$382,228.92

This project consisted of mass grading, new 48" RGRCP Storm drain, concrete headwalls and Ford walls, subgrade preparation, paving and striping

Sun Valley Parkway Restoration, Phase II \$3,982,185.81

This project consisted of removing 175,000 SY of existing asphalt, subgrade preparation, paving, striping and crushing the salvaged asphalt

Baseline Rd-Salome Hwy to 85 HIPR \$1,809,902.02

This project consisted of a hot in place recycle, shoulder grading, striping and utility adjustments

ADOT

Spur to Colorado River Bridge \$930,262.27

This project consisted of removal and replacement of concrete driveways, curbs and sidewalks, underground storm drain, concrete catch basins, milling, subgrade preparation, paving and striping

Fort McDowell Yavapai Nation \$2,706,937.55

This project consisted of mass grading, concrete curb, concrete headwalls, underground storm drain, Placement of Aggregate base course, subgrade preparation, paving and striping.

Phoenix – Casa Grande Highway \$5,020,802.00

This project consisted of new PCCP, mass grading, new concrete barrier wall, cantilever signs and foundations, extension of existing storm drain pipes, lining and grout filling existing storm drain pipes, milling, paving, signage and striping

Grand Canal Between Loop 101 & N. 107th Ave (New River) (Glendale, Az) \$557,940.84

This project consisted grading, placement of new concrete multi use path, traffic signals, concrete curb ramps, signage, striping and landscaping

Ehrenberg Phoenix Highway (I-10) \$3,097,871.45

This project consisted of storm drain extensions, milling, paving, shoulder build up, counter loops, signage, striping and bridge deck surface treatment

Salt River Pima – Maricopa Indian Community

\$739,514.82

This project consisted of grading, placement of new concrete multi use path, concrete curb and driveways, storm drain underground, concrete headwalls, paving, striping, signs and landscape

La Paz County

\$1,411,354.45

This project consisted of cement treated subgrade, concrete ford walls, subgrade preparation, milling, paving, signs and striping

City of Surprise Bullard Avenue: Greenway Road to Peoria Avenue

\$3,138,800.00

This project consisted of concrete curb, ramps and sidewalks, subgrade preparation, paving, new traffic signals, slurry seal, utility adjustments, signs and landscaping.

City of Phoenix

35th Avenue: Baseline Road to Southern Avenue

\$3,349,115.50

This project consisted of new storm drain underground, SRP underground irrigation line, concrete irrigation junction structures, concrete curbs and sidewalks, subgrade preparation, milling, paving, and landscaping

Avenida Rio Salado/Broadway Road – Phase II

\$10,959,667.80

This project consisted of new storm drain, sanitary sewer water mains, mass grading, subgrade preparation, PCCP, paving, traffic signals, street lighting, concrete sidewalks, ramps, driveways, curbs, barrier wall and landscaping

Grand Canal Phase I Uptown and Gateway North

\$3,620,983.00

This project consisted of grading, concrete multi use path, structural concrete for prefabricated steel truss bridge, paving, landscape and artistic site features

Grand Canal Bike and Pedestrian Improvements

\$11,670,543.00

This project consisted of grading, concrete multi use path, structural concrete for prefabricated steel truss bridges, concrete junction structures, concrete headwalls, storm drain pipe, concrete node walls, concrete retaining walls, paving and landscape

CONSTRUCTION 70 INC

January 2003 – March 2011

Finish Blade operator/Finish Scraper Operator

- Finish blade operator for multiple projects including Tempe Town Marketplace, Diamond Backs Spring Training Facility and residential projects throughout the State. Heavy experience in residential, municipality and parking lots.

WHEELER CONSTRUCTION

April 2002 – January 2003

Scraper operator 613,623,633,631&637

- Scraper operator on multiple mass grading jobs ranging from golf courses to residential pre-grades.

Page 3

BANICKI CONSTRUCTION**May 2000- April 2002*****Finish Scraper operator/ universal operator***

- Finish scraper operator on multiple ADOT project. Universal operator ranging from Loaders, Gannon's, Track Excavators and Backhoes

EDUCATION

- Peoria High School

CERTIFICATIONS/TRAINING

- OSHA 30HR, Competent person, First Aid, CPR certified, Erosion Control Coordinator & Rule 310 Comprehensive Certification
- Preparing and submitting change orders and claims.
- Job cost tracking
- Take offs and Estimating
- Microsoft excel and word
- Hard Dollar

All Classes Construction	Asphalt Concrete Paving	Bridges	Buildings	Chip Seal	Electrical	Grading & Draining	Guardrail/Fencing	Landscaping & Irrigation	Minor Concrete Structures	Miscellaneous Concrete (sidewalk, curb & gutter)	Pavement/Bridge Repair	Pavement Marking	Portland Cement Concrete Paving	Pump Stations & Pipelines	Rest Areas	Signing	Underground	Other
	Yes	Yes			Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes			Yes	Yes	



Mike R. Steg
Project Manager

- 25 years construction experience
- Positions: Project Manager, Estimator

Experience

Mike R. Steg has carried out the crucial role of estimator in the construction industry since 1994. Based on the size and scope of a project, Mike tallies all of the materials expected to be used and their market costs, assesses the labor required for a job and accounts for the labor costs, and determines the length of time that a project will require. As a project manager, he is responsible for oversight of all daily construction activities including managing crews and subcontractors, scheduling, budgeting, regulatory compliance and achieving performance and safety goals to meet project requirements. His project experience includes runway and apron reconstruction, paving, underground work, earthwork, structural buildings and concrete work.

- **Project Manager/Chief Estimator, Combs Construction Company, Inc., Phoenix, AZ, 2015-Present**
- **Senior Estimator, Nesbitt Contracting Co., Inc., 2013-2015**
- **Project Manager/Chief Estimator, Combs Construction Company, Inc., Phoenix, AZ, 2001-2013**
- **Project Manager/Estimator/Foreman, Archon, Inc. Gilbert, AZ, 1996-2001**
- **Salesman/Estimator, Patent Construction Systems, Phoenix, AZ, 1994-1996**
- **Non-commissioned Officer, U.S. Navy, San Diego, California, 1990-1994**

Key Projects

MCDOT

Intersection Improvements at Union Hills Dr. & 99th Ave – Peoria, AZ

This project consisted of improvement of existing intersections - subgrade preparation, furnishing and placing pavement, extending the existing box culvert, installing signal poles, installing storm sewer pipes and catch basins, and other incidental work

\$1,782,542.50

Baseline Rd- Salome Hwy to 85 HIPR – Buckeye, AZ

This project consisted of milling and overlaying existing pavements with Asphalt-Rubber Asphaltic Concrete Friction Course (AR-ACFC) pavement using the Hot In-Place Recycle (HIPR) method, construct safety edges on roadway segments where required, sweeping, traffic control, striping, transverse rumble strips, and adjustments.

Mohave County Airport Authority

Laughlin/Bullhead Airport – Bullhead, AZ

This project consisted of construct phase II of the Taxiway "A" rehabilitation consisting of paving, earthwork, milling, striping & crack seal



ADOT

City of Surprise – Surprise, AZ

This project consisted of installation of protected bike lanes in both directions, new signal poles and mast arms at the intersections of Acoma Drive and Sweetwater Avenue, new pavement markings and signage, school crosswalks at Acoma Drive & Sweetwater Avenue, Americans with Disabilities Act (ADA) improvements, raised landscaped median between Waddell Road and Greenway Road and other related work.

\$3,138,800.00

Salt River Pima - Maricopa Indian Community – Scottsdale, AZ

This project consisted of grading shoulder ditch; installing driveway culverts; constructing concrete curb and gutter, driveways, and sidewalk; planting trees; installing decomposed granite; installing pedestrian solar lighting, striping, sawcutting, pipe work, survey, tree removal, earthwork, concrete subgrade, installation of site features, fence removal, sweeping, relocate mailboxes, traffic control, utility adjustments, and safety rail.

\$739,514.82

Ehrenberg Phoenix Highway (I-10) – Phoenix, AZ

This project consisted of variable depth milling from 1 Inch to 4 ½ inches and replacing existing pavement with AC and AR-ACFC, and placement of shoulder buildup with milled AC material on both sides of the pavement, crack repair in existing asphaltic concrete pavement, pavement markings, bridge crack repair, survey, herbicide, seeding, striping, remove & replace CMP, shoulder build up & compaction, sweeping, and traffic control.

\$3,097,871.45

City of Glendale – Glendale, AZ

This project consisted of construction of approximately 4600 feet of new concrete multi-use pathway including removal of concrete curb & gutter, concrete sidewalks, driveways, and slabs. Removal of asphaltic concrete pavement, roadway excavation, borrow, ABC, place asphalt, decomposed granite, tree removal, landscaping & irrigation, pipe (PVC) various sizes, reconstruct chain link fence, concrete sidewalk and surveying & layout.

\$557,940.84

City of Glendale – Glendale, AZ

This project consisted of construction of approximately 230 feet of new concrete multi-use pathway and 1/4 mile of bike lane. The work also includes lighting, landscaping & irrigation, pavement markings, pipe (pvc)(3/4"), utility adjustments, erosion control, concrete sidewalk & ramp, and construction survey & layout.

\$275,959.08



Phoenix - Casa Grande Highway – Phoenix/Casa Grande, AZ

This project consisted of widening the EB & WB roadways to provide two general purpose lanes and one auxiliary / drop lane in each direction from the beginning of the project to the Queen Creek Road traffic interchange. Work includes pavement rehabilitation, signing rehabilitation, striping, traffic control, drainage improvements, paving, earthwork, pipe and milling

\$5,020,802

City of Glendale

City of Glendale North Apron Rehab- Bid Package – Glendale, AZ

This project consisted of remove and replace apron pavement, and replace striping - aircraft tie downs, concrete demo, utility adjustments, signs, sawcut ac, milling, sweeping, place & finish ABC, Place P208, place P401, remove & replace 18" CMP pipe, electrical, survey, and utility locating.

\$2,878,029.90

P1 Parking, 91st Ave & Maryland Avenues – Glendale, AZ

This project consisted of removal of existing farm buildings and homes located on 22 Acres of prior farm/feedlot. Site is being developed for automobile parking with storm retention, catch basins and related piping, commercial lighting, sidewalk, curbing, minor block and chain link fence work including utility adjustments, dry wells, gate reconstruction, landscaping, masonry, survey, striping, sweeping, traffic control, sawcutting, waterline installation, demo - curb, pipe & concrete ditch, place and finish ABC, fire hydrant, demo headwalls, install water stop and quality control.

\$3,848,518.25

Pinal County

Ironwood Drive - Germann Road to Elliot Road Alignment – Queen Creek, AZ

This project consisted of Construction of an outside shoulder in both the North and South bound directions, construction of paved left and right turn lanes at existing access points along the corridor, roadway excavation and embankment construction; grading; furnishing and placing aggregate base, asphaltic concrete and slurry seal; constructing drainage improvements; furnishing and installing pavement marking and signing; furnishing and installing median cable barrier; furnishing and maintaining traffic control devices; furnishing implementing and maintaining Storm Water Pollution Prevention Best Practices; and other related work as shown on the plans

Yavapai County

Terminal Parking Lot and Airport Road Reconstruction – Sedona, AZ

This project consisted of reconstruction of the terminal parking lot and Airport Road. Placement and grading of millings and excess excavation in western portion of the airport near the existing helicopter parking pads, place & finish lime, utility adjustments, concrete work, electrical, signs, striping, survey, earthwork, tree removal, remove & reset silt fence, traffic control, water line repair, remove concrete slab, 12" corrugated pipe placement and sweeping.

\$432,338.75



Town of Queen Creek

Ocotillo Road from Crismon Road to 218th Street Improvements – Queen Creek, AZ

This project consisted of roadway improvements to provide two travel lanes and bike lane in each direction separated by a two-way turn lane including Sidewalk, drainage scuppers and basins, driveways, and gravel mulch will also be constructed along the south side of the roadway. A multi-cell reinforced concrete box culvert extension and installation of a new pre-cast concrete box culvert along with traffic signal improvements and waterline and sewer construction. remove and replace subgrade and asphalt along Ocotillo Road at the locations shown in the plans; construct drainage scuppers and retention basins; extend an existing multi-cell reinforced concrete box culvert and headwall; construction a new pre-cast concrete box culvert through an existing cul-de-sac street; construct new sewers and add sewer stub outs and manholes to an existing large diameter sewer; install new waterline, fire hydrants and water services; construct curb and gutter, sidewalk, and driveways; install and partially upgrade new traffic signals; install signal conduits; install ITS conduits; install street lighting conduits and pull boxes; obliterate, stripe and install signage, microsurface and/or fog seal select portions of Ocotillo Road adjacent to and beyond the new pavement areas; remove and replace select existing landscaping and irrigation systems; and place gravel mulch ground.

City of Phoenix

35th Avenue: Baseline Road to Southern Avenue – Phoenix, AZ

This project consisted of widen approximately 4000 LF of 35th Avenue to a modified major arterial configuration with a raised median per City of Phoenix Cross Section C-M to include approximately 19,800 SY of subgrade preparation; 9,000 tons of asphaltic concrete; 11,065 LF of concrete curb and curb & gutter; 29,300 SF of concrete sidewalk; 4,800 SF of concrete driveways; 1,600 SF of concrete bus bay pavement; 6,500 SF of decorative pavement; 2800 LF of concrete irrigation pipe; 6 irrigation junction structures; 3530 LF of 24" storm drain mainline pipe; 470 LF of catch basin connector pipe; 13 storm drain manholes; 5340 LF of trenching for underground street light circuits; 22 street light pole assemblies and an additional 21 street light fixtures; traffic signal installation work; landscaping & irrigation; and various other miscellaneous items
\$3,349,115.50

Avenida Rio Salado / Broadway Road - Phase II – Phoenix, AZ

This project consisted of construction of roadway improvements - full intersection improvements, underground utility installation (water & storm drain), ADA ramps, traffic signals, widening of roadway, full build out of six-lane arterial (3 lanes in each direction), overhead to underground utility conversion, underground utility installation (water, storm drain), landscaping, curb, gutter, and street lighting., full build out of the south half of the roadway to include three lanes in each direction with a center median/turn lane, bike lane, curb, gutters, sidewalks, street lighting, landscaping, and medians on 51st Avenue.

\$10,959,667.80



City of Goodyear

Goodyear Boulevard Improvements - Yuma Road to Estrella Parkway (Phase I) – Goodyear, AZ
This project consisted of roadway, utility, drainage, removals and storm drain installations, as well as utility and municipal coordination. The construction consists of paving and drainage improvements to Goodyear Boulevard, Estrella Parkway, Yuma Road and Sherman Street. Goodyear Boulevard shall be widened to the east from south of Yuma Road to Sherman Street. Goodyear Boulevard will be new roadway construction, with raised median from Sherman Street to Estrella Parkway. Yuma Road will be widened on the north side from Goodyear Boulevard to the east to provide a right turn lane. Sherman Street shall be widened to the north. 8"-12" water main, services, valves and stubs. 8", 10" & 12" sewer mains, manholes and stubs.
\$2,623,570.66

City of Chandler

Old Price Road/ Queen Creek Road Intersection Improvements
This project consisted of shifting the location of the intersection to better align with proposed developments to the north and constructing a new south leg. Project improvements include raised median, bike lanes, turn lanes, street lighting, traffic signals, signing, striping, storm drain, utility relocations, landscape and irrigation.
\$1,539,284.57

Education

U.S. Naval Nuclear School; U.S. Naval Hazmat, MSDS, Weapons and Nuclear Safety

Certifications/Accreditations

New Mexico Contractor's License

Affiliations

Associated General Contractors

Operating Engineers

National Association of General Contractors

Mike R. Steg's Applied Prequalification Experience



	All Classes Construction
Yes	Asphalt Concrete Paving
Yes	Bridges
Yes	Buildings
Yes	Chip Seal
Yes	Electrical
Yes	Grading & Draining
Yes	Guardrail/Fencing
Yes	Landscaping & Irrigation
Yes	Minor Concrete Structures
Yes	Miscellaneous Concrete (sidewalk, curb & gutter)
Yes	Pavement/Bridge Repair
Yes	Pavement Marking
	Portland Cement Concrete Paving
	Pump Stations & Pipelines
Yes	Rest Areas
Yes	Signing
Yes	Underground
	Other



Terx Surkala Project Manager

- 26 years construction industry experience
- Position: Estimator, Project Manager

Experience

Terx Surkala started in the construction industry 26 years ago, progressing from laborer to operator to supervisor and corporate officer. For the past 10 years, he has been the Operations Manager a Heavy Highway General Contractor. Terx organizes, oversees, and executes on all aspects of the corporation's operation including – but not limited to – legal, finances, field work, sales, estimating, contracts, subcontractors, project start, project completion, project administration, and equipment.

- **Project Manager/Estimator, Combs Construction Company, Inc., Phoenix, AZ, 01/2020-Present**
- **Operations Manager, NGU Contracting, Inc., Phoenix, AZ 2015-2019**
- **Project Manager/Estimator, Southwest Concrete Paving Co., Phoenix, AZ, 2013-2015**
- **Vice President/Chief Estimator/Senior Project Manager, Bison Contracting Co., Inc., Phoenix, AZ, 2005-2013**
- **Project Superintendent, Bison Contracting Co., Inc., Phoenix, AZ, 2004-2005**
- **Equipment Operator/Project Foreman, Bison Contracting Co., Inc., Phoenix, AZ, 2003-2004**
- **Assistant General Superintendent/Superintendent/Demo Foreman, Spectra Contracting, Phoenix, AZ, 1994-2003**

Key Projects

ADOT

Mesa – Payson Highway – SR 87 – Mt Ord – Slate Creek

The work consists of repairing the existing multiplate pipe culvert under the existing roadway. Additional work includes roadway and guardrail reconstruction; roadway drainage improvements, pavement markings replacement, and other related items.

Role: Estimator/Project Manager

Quartzsite – Parker – Topock Highway – Lake Havasu State Park

The work consists of widening Main Park Road, constructing new parking areas, boat launch and pier, channel pathway, jetty, and lighting. The work also includes drainage improvements, pavement signing and marking, lake dredging, and other related work.

Role: Project Superintendent

SR 89 – Pumphouse Wash – Overlook

The work includes removing and replacing asphaltic concrete pavement, rock scaling, bridge deck repair, pavement markings, guardrail improvements and related items.

Role: Project Manager

Globe – Lordsburg Highway – US 70 – San Carlos River Bridge

The work consists of replacing the existing ten-span steel rolled girder bridge with an eleven-span precast prestressed concrete AASHTO Type III girder bridge. In addition, the project includes roadway approach widening, guardrail reconstruction, concrete floor scour protection, sewer line relocation, pavement markings, bearing retrofit, and other miscellaneous work.

Role: Estimator/Project Manager



Flagstaff – Holbrook Highway – I-40 – Babbitts Tank Wash Bridge/Canyon Diablo Bridges

The work consists of removing and replacing existing eastbound Babbitts Tank Wash Bridge. The existing westbound Babbitts Tank Wash Bridge will be rehabilitated by sealing of the bridge deck and the construction of scour retrofit measures in order to improve the condition of the structure and to extend its service life. The proposed work consists of removing and replacing existing eastbound Babbitts Tank Wash Bridge. The existing westbound Babbitts Tank Wash Bridge will be rehabilitated by sealing of the bridge deck and the construction of scour retrofit measures in order to improve the condition of the structure and to extend its service life.

Role: Estimator/Project Manager

Topock – Kingman Highway – I-40 – Lake Havasu TI UP 1586

The work consists replacing bridge rail with concrete barrier, repairing girder bearings at abutments, widening pier cap and columns, patching bridge deck and placing epoxy overlay. Additional work includes replacing pavement markings, pavement markers, and other related items.

Role: Estimator/Project Manager

Old US 80 – Over Dry (Red Top) Wash; Bison Contracting Co., Inc.

The work consists of constructing a new two-span precast prestressed concrete AASHTO Type IV girder bridge on the existing alignment of Old US 80 Highway over Red Top Wash and removal of the existing bridge, reconstruction of guardrail, removal of asphaltic concrete and replacement with Asphaltic Concrete (Miscellaneous Structural) (Special Mix), construction of spillways, pavement markings, and other related work.

Role: Estimator/Project Manager

Representative Career Projects - Additional

ADOT

Sierra Vista – Bisbee Highway (SR 92) Carr Canyon	\$13.1 million
Bowie Junction – Safford Highway (US 191)	\$10.6 million
Yuma County – Wellton Mohawk Bridge Replacement	\$6.9 million
Oracle Jct. – Florence Highway (Gila River) Bridge Repair	\$.5 million
Nogales Business Route (B19) Bridge Repair	\$1.2 million
MAG Regionwide (Ramp Meters)	\$2.3 million
Phoenix – Cordes Jct. Highway (Pump House Upgrades)	\$1 million

City of Phoenix

7 th Street Paving, Bridge Replacement & Storm Drain	\$9.4 million
Isaac Pedestrian and Bicycle Bridge	\$4 million
43 rd Avenue & Roosevelt Irrigation District Canal Bridge Replacement	\$1.1 million

MCDOT

Bush Highway Asphalt Rubber Overlay	\$2.8 million
Rainbow Bridge Replacement	\$1 million



Terx Surkala's Applied Prequalification Experience

Yes	All Classes Construction
Yes	Asphalt Concrete Paving
Yes	Bridges
Yes	Buildings
Yes	Chip Seal
Yes	Electrical
Yes	Grading & Draining
Yes	Guardrail/Fencing
Yes	Landscaping & Irrigation
Yes	Minor Concrete Structures
Yes	Miscellaneous Concrete
Yes	Pavement/Bridge Repair
Yes	Pavement Marking
Yes	Portland Cement Concrete Paving
Yes	Pump Stations & Pipelines
Yes	Rest Areas
Yes	Signing
Yes	Underground



Patrick Waters **Project Engineer**

- 5 years construction industry experience
- Position: Project Engineer

Experience

I began my construction career right out of high school working in the estimating department while pursuing my degree in construction management. After spending time estimating I began working in the field as an engineer and working on finishing school. My responsibilities included quantity tracking, scheduling/ coordinating with subcontractors and vendors, RFI's and permitting.

Key Projects

HDOT

Diamond Head Apron Reconstruction – Gates G1 to G6, Daniel K Inouye International Airport
May 2019 – August 2019

\$13,191,000

As a field engineer for the Diamond Head Aprons project I was responsible for supporting the project manager in the planning and execution of the project. The project was to demo and replace existing PCCP aprons at the Daniel K. Inouye Airport. My job duties included quantity tracking for: demolition of concrete, earthwork, and PCCP. I also utilized total stations to set up survey for staking points required for construction activities as well as grade checking and setting it up to the PCCP paving machine. Before concrete paves I was the designated individual to perform quality checks to ensure a quality end product for the airport. In my quality checks I would ensure that the grades were within tolerance, headers/forms were in proper locations utilizing total station to verify, ensuring there would be enough trucks to facilitate our production needs, and ensure all dowel baskets were placed at correct joint locations. I was also responsible for weekly SWPPP inspections for our site to ensure environmental compliance with HDOT.

Role: Field Engineer

City of Phoenix

Grand Canalscape Phase 1 and Phase 2
August 2018 – May 2019

\$12,016,798

As project engineer I work directly with the project manager and assist them with their projects. Some of my day to day responsibilities include working with the superintendents onsite and taking measurements and tracking quantities for the work performed. I also coordinate with our subcontractors to make sure we are accurately tracking their work and they are scheduled according to our schedule. Other responsibilities of mine include ensuring that we have all of our required submittals submitted and approved as well as submitting RFI's when needed.

Role: Project Engineer

HDOT

Kapalama Container Terminal Phase 1
May 2019 – August 2019

\$163,000,000

As the structures field engineer intern I took on multiple responsibilities to assist the crew. My responsibilities included: executing purchase orders, purchase logs, quantity tracking, work plans, job hazard analysis, ordering material, submittals, grade checking, and assisting the crew with what was necessary to keep our project on schedule. The structures that we were tasked with building was a 6' tall cast in place retaining wall around the perimeter of the project.

Role: Field Engineer



Certifications/Accreditations

- Bachelor of Science Construction Management; Arizona State University
- OSHA 30 Hour Construction Safety and Health

Affiliations Past & Present

Associated General Contractors – Member, Student Chapter (Arizona State University)

Associated Schools of Construction – Heavy Civil Member, Region 6

Patrick Waters Applied Prequalification Experience

Yes	All Classes Construction
Yes	Asphalt Concrete Paving
	Bridges
	Buildings
	Chip Seal
	Electrical
Yes	Grading & Draining
Yes	Guardrail/Fencing
Yes	Landscaping & Irrigation
Yes	Minor Concrete Structures
Yes	Miscellaneous Concrete
Yes	Pavement/Bridge Repair
	Pavement Marking
Yes	Portland Cement Concrete Paving
	Pump Stations & Pipelines
	Rest Areas
	Signing
	Underground

Samuel A. Montgerard

16222 W. Boca Raton Rd.
Surprise, AZ

928-230-1439
Sam@combsaz.com

Profile

Outgoing and energetic operator with over 9 years in the industry. Excellent communication skills demonstrated by the ability to work with people of diverse backgrounds. Listens effectively to determine the correct procedures needed. Quickly establishes rapport with employees, contractors and recognized for consistently exhibiting a positive attitude. Great problem-solving skills.

Work Experience

Combs Construction Company: January 2018 to Present

- Superintendent
- Operator: Blade, Excavator, Loader, Backhoe.
- Coordinate with project owners on job time frame and progress.
- Schedule Subcontractors.
- Handle daily paperwork and scheduling.
- GPS.
- Build AZ awarded Project.

River Basin Contracting: May 2016 to January 2018

- Foreman on mass grading projects.
- CDL heavy haul driver.
- Operator: Blade, Dozer, Excavator, Skid steer, Backhoe, Mill, Loader.
- Coordinate with project owners on time frame and progress.
- Enforce safe operations.
- Handle daily paperwork and scheduling.
- GPS knowledge.

John Smith Backhoe: 2012 to May 2016

- Operates loader, Bulldozer, Excavator, Skid Steer, Backhoe and Dump Truck.
- Have a CDL license.
- Oversees all jobs to make sure specifics are being done correctly.
- Scheduling and working with contractors and builders.
- Delegating jobs to employees.
- Work side by side with owner on all projects.



City of Phoenix

FORM EO1 STATEMENT OF OUTREACH COMMITMENT

Due with initial submittal

Low Bid/Design Bid Build (DBB) RFP

Project Number: <u>2022001</u>	Project Title: <u>Buckeye Park N Ride Expansion</u>
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On behalf of the Submitter, I certify under penalty of perjury that the following information is true and correct. If selected as the Successful Submitter, the Successful Submitter will:

- 1) Fulfill all required small business outreach requirements and shall submit all required outreach efforts documentation for contracting opportunities within three (3) business days following the bid deadline;
- 2) Conduct all required small business outreach and will submit all supporting documentation; and
- 3) Comply with the Race - and Gender-Neutral post-award requirements stated in the DBE Contract Clause.

Company Name: Combs Construction Company, Inc.

Company Mailing Address: PO Box 10789 Glendale, AZ 85318

Representative Name: Ryan Combs

Title: President

Email Address: felicia@combsaz.com

Phone Number: 602-237-4029

Signature:  Date: 9/23/21



City of Phoenix

Disadvantaged Business Enterprise (DBE) Program

FORM EO3 SMALL BUSINESS UTILIZATION COMMITMENT

Due within three (3) business days of the bid deadline

Low Bid/Design Bid Build (DBB) RFP

Project Number: 2022001	Project Title: Buckeye Park N Ride Expansion
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On behalf of the Successful Bidder, I certify under the penalty of perjury that the information submitted herein is true and correct:

1. The firms indicated as "Selected" in **Form EO2 Small Business Outreach Efforts**, will participate in this contract;
2. The Successful Bidder will comply with the Race- and Gender-Neutral post-award compliance requirements as stated in the DBE contract clause;
3. Successful Bidder understands and agrees that any and all changes or substitutions to subcontracts with DBE's and Small Businesses must be authorized by the Phoenix DBE Compliance Specialist prior to implementation; and
4. The following statements are true and correct:

The Proposed Total Small Business participation on this contract will be:

8.9 %

Company Name: Combs Construction Company, Inc.

Company Mailing Address: PO Box 10789 Glendale, AZ 85318

Representative Name: Ryan Combs

Title: President

Email Address: felicia@combsaz.com

Phone Number: 602-237-4029

Signature: [Signature] Date: 9/23/2021

Bidder's Name: Combs Construction Co. Inc.	Contract # / Project #: 2022001	Contract Name: Buckeye Park N Ride Expansion
Email: felicia@combsaz.com	Phone #: 602-237-4029	Point of Contact: Felicia Hasse

Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.

(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: AZ Shockwave Construction Address: 15554 W. Montecito Ave City, State, Zip: Glendale, AZ 85395 Phone Number: 623-476-5148 Email or Fax: jesloria@azshockwave.com Number of Years in Business: 4 years Range of Annual Gross Receipts: unknown	☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Concrete Estimated percentage of total contract value: 5.8 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	
Name: Barcon Corporation Address: 5981B Electric Drive City, State, Zip: Globe, AZ 85501 Phone Number: 928-425-5426 Email or Fax: barconcorp@cableone.net Number of Years in Business: 44 years Range of Annual Gross Receipts: unknown	☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Concrete Estimated percentage of total contract value: 5.8 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	

Bidder's Name: Combs Construction Co. Inc.		Contract # / Project #: 2022001		Contract Name: Buckeye Park N Ride Expansion	
Email: felicia@combsaz.com		Phone #: 602-237-4029		Point of Contact: Felicia Hasse	

Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.

(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: C + L Asphalt Address: 2632 E. Turnberry Court City, State, Zip: Gilbert, AZ 85298 Phone Number: 623-247-1451 Email or Fax: cl@clnlasphalt.com Number of Years in Business: 32 years Range of Annual Gross Receipts: unknown	☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work paving Estimated percentage of total contract value: .5 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☒ Firm was selected Dollar Value: \$ 18,000.00 ☐ Firm was not selected Provide explanation of why firm NOT selected:	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:50am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	
Name: Arrow Indian Contractors Address: 549 S. 48th St. Suite 102 City, State, Zip: Tempe, AZ 85281 Phone Number: 480-776-5821 Email or Fax: bob.ramirez@arrowindian.com Number of Years in Business: 29 years Range of Annual Gross Receipts: unknown	☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Concrete Estimated percentage of total contract value: 5.8 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	

Bidder's Name: Combs Construction Co. Inc.	Contract # / Project #: 2022001	Contract Name: Buckeye Park N Ride Expansion
Email: felicia@combsaz.com	Phone #: 602-237-4029	Point of Contact: Felicia Hasse

Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.

(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: Action Pipeline Contractors Address: 630 E 10th St. City, State, Zip: Tucson, AZ 85719 Number of Employees: unknown	☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work underground utility Estimated percentage of total contract value: 18.75 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	
Name: AGE General Engineering Address: 3232 E. Lakeland Dr. City, State, Zip: Casa Grande, AZ 85194 Number of Employees: unknown	☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work trucking hauling Estimated percentage of total contract value: 1.94 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21 am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	

Bidder's Name: Combs Construction Co. Inc. Email: felicia@combsaz.com		Contract # / Project #: 2022001 Phone #: 602-237-4029		Contract Name: Buckeye Park N Ride Expansion Point of Contact: Felicia Hasse		
Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.						
(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: Alliance Service Address: 4846 S. 40th St. City, State, Zip: Phoenix, AZ 85040 Phone Number: 602-431-8434 Number of Employees: unknown Email or Fax: benhaddad@acs.com Range of Annual Gross Receipts: unknown		☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work: electrical Estimated percentage of total contract value: 18.78 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person
Name: Aragon Construction Solutions Address: 23335 N. 18th Dr. #44 City, State, Zip: Phoenix, AZ 85027 Phone Number: 344-384-4345 Number of Employees: unknown Email or Fax: support@acs-concrete.net Range of Annual Gross Receipts: unknown		☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work: concrete Estimated percentage of total contract value: 5.8 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☒ Firm was selected Dollar Value: \$141,958.54 ☐ Firm was not selected Provide explanation of why firm NOT selected:	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:50am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person

Bidder's Name: Combs Construction Co. Inc. Email: felicia@combsaz.com		Contract # / Project #: 2022001 Phone #: 602-237-4029		Contract Name: Buckeye Park N Ride Expansion Point of Contact: Felicia Hasse		
(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: De La Fuentes, LLC. Address: 2810 N. 28th Place City, State, Zip: Phoenix, AZ 85008 Number of Employees: unknown Email or Fax: dela.fuentes.robent@combsaz.com Range of Annual Gross Receipts: unknown Number of Years in Business: unknown		☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Survey Estimated percentage of total contract value: 1.8 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not send quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person
Name: Pegasus Utility Locating Address: 1714 W. Lincoln St. City, State, Zip: Phoenix, AZ 85027 Number of Employees: unknown Email or Fax: cw@pegasusutility.com Range of Annual Gross Receipts: unknown Number of Years in Business: 21 years		☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work underground utility locating Estimated percentage of total contract value: 18.75 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not send quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person

Bidder's Name: Combs Construction Co. Inc.	Contract # / Project #: 2022001	Contract Name: Buckeye Park N Ride Expansion
Email: felicia@combsaz.com	Phone #: 602-237-4029	Point of Contact: Felicia Hasse

Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.

(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: Stormwater Plans Address: 5624 N. 54th Ave City, State, Zip: Glendale, AZ 85301 Number of Employees: unknown Email or Fax: bobby@supcontracting.com Phone Number: 623-544-7305 Range of Annual Gross Receipts: unknown Number of Years in Business: 16 years	☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Quality Control Estimated percentage of total contract value: 1.4 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not send quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	
Name: DBE Surveying Address: 7000 N. 16th St Suite 124 City, State, Zip: Phoenix, AZ 85020 Number of Employees: unknown Email or Fax: dbesurveying@gmail.com Phone Number: 602-448-6812 Range of Annual Gross Receipts: unknown Number of Years in Business: unknown	☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Survey Estimated percentage of total contract value: 1.8 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not send quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	

Bidder's Name: Combs Construction Co. Inc.		Contract # / Project #: 2022001		Contract Name: Buckeye Park N Ride Expansion		
Email: felicia@combsaz.com		Phone #: 602-237-4029		Point of Contact: Felicia Hasse		
Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.						
(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: A.S. Paving Address: 4155 S. 12th Ave. City, State, Zip: Tucson, AZ 85714 Number of Employees: unknown Phone Number: 920-434-9223 Email or Fax: paving@questoffice.com Range of Annual Gross Receipts: unknown Number of Years in Business: unknown		☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work paving Estimated percentage of total contract value: .5 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected did not send quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21 am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person
Name: WSP, Inc. Address: 777 N. 70th Ave City, State, Zip: Glendale, AZ 85303 Number of Employees: 45 Phone Number: 623-434-5050 Email or Fax: bgallimore@wspinc.net Range of Annual Gross Receipts: \$10 million + Number of Years in Business: 53 years		☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work paving concrete Estimated percentage of total contract value: 5.8 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected lower price from other	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21 am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person

Bidder's Name: Combs Construction Co. Inc.	Contract # / Project #: 2022001	Contract Name: Buckeye Park N Ride Expansion
Email: felicia@combsaz.com	Phone #: 602-237-4029	Point of Contact: Felicia Hasse

Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.

(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: Thinkd Desert Construction Address: 4143 E Ascot Dr. City, State, Zip: San Tan Valley, AZ 85140 Phone Number: 480-231-3956 Email or Fax: jpatton57@hotmail.com Number of Employees: unknown Range of Annual Gross Receipts: unknown Number of Years in Business: 18 years	☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work curb gutter concrete Estimated percentage of total contract value: 5.8 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	
Name: Sonora River Electric Address: 5488 S. Calle Alamo City, State, Zip: Sierra Vista, AZ 85650 Phone Number: 520-266-0172 Email or Fax: sonorare@ymail.com Number of Employees: unknown Range of Annual Gross Receipts: unknown Number of Years in Business: unknown	☒ DBE ☐ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Electric Estimated percentage of total contract value: 18.78 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	

Bidder's Name: Combs Construction Co. Inc.		Contract # / Project #: 2022001		Contract Name: Buckeye Park N Ride Expansion		
Email: felicia@combsaz.com		Phone #: 602-237-4029		Point of Contact: Felicia Hasse		
Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.						
(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: <u>RWK Electric</u> Address: <u>3535 E. Broadway Rd.</u> City, State, Zip: <u>Phoenix, AZ 85040</u> Number of Employees: <u>unknown</u> Email or Fax: <u>rwk@rwelectric.com</u> Phone Number: <u>602-246-5038</u> Range of Annual Gross Receipts: <u>unknown</u> Number of Years in Business: <u>29 years</u>		☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work <u>electrical</u> Estimated percentage of total contract value: <u>18.78</u> %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected <u>did not provide quote</u>	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: <u>9/24/21 8:21 am</u> Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person
Name: <u>Raven Concrete</u> Address: <u>6810 N. 50th Ave</u> City, State, Zip: <u>Glendale, AZ 85301</u> Number of Employees: <u>unknown</u> Email or Fax: <u>raiv@ravinconcrete.com</u> Phone Number: <u>923-374-4677</u> Range of Annual Gross Receipts: <u>unknown</u> Number of Years in Business: <u>unknown</u>		☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work <u>Concrete</u> Estimated percentage of total contract value: <u>5.8</u> %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected <u>did not provide quote</u>	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: <u>9/24/21 8:21 am</u> Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person

Bidder's Name: Combs Construction Co. Inc.	Contract # / Project #: 2022001	Contract Name: Buckeye Park N Ride Expansion
Email: felicia@combsaz.com	Phone #: 602-237-4029	Point of Contact: Felicia Hasse

Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.

(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: Cobre Electric Address: 13715 E. Carefree Hwy City, State, Zip: Scottsdale, AZ 85262 Number of Employees: unknown Phone Number: 602-234-1388 Email or Fax: cobreelectric@cox.net Range of Annual Gross Receipts: unknown Number of Years in Business: unknown	☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work electric Estimated percentage of total contract value: 18.78 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	
Name: Metro Engineering & Survey Address: 7711 N. 70th Ave City, State, Zip: Glendale, AZ 85303 Number of Employees: 5 Phone Number: 602-466-6440 Email or Fax: brandon@metrosaz.net Range of Annual Gross Receipts: \$1mil-2mil Number of Years in Business: 15 years	☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Survey Estimated percentage of total contract value: 1.8 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: lower price from other	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	

Bidder's Name: Combs Construction Co. Inc.	Contract # / Project #: 2022001	Contract Name: Buckeye Park N Ride Expansion
Email: felicia@combsaz.com	Phone #: 602-237-4029	Point of Contact: Felicia Hase

Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.

(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: Upset Concrete Inc. Address: PO Box 2800-333 City, State, Zip: Overland, AZ 85377 Number of Employees: Unknown Email or Fax: upsetconcrete@gmail.com Phone Number: 602-625-1183 Range of Annual Gross Receipts: Unknown		☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Concrete Estimated percentage of total contract value: 5.8 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person
Name: ACS Services Address: 2235 W. Broadway Rd. City, State, Zip: Mesa, AZ 85202 Number of Employees: 47 Email or Fax: annmarie@acs-servicesllc.com Phone Number: 480-968-6190 Range of Annual Gross Receipts: 12 years 62 mil- 5 mil		☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Quality Control Estimated percentage of total contract value: 1.4 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person

Bidder's Name: Combs Construction Co. Inc.		Contract # / Project #: 2022001		Contract Name: Buckeye Park N Ride Expansion		
Email: felicia@combsaz.com		Phone #: 602-237-4029		Point of Contact: Felicia Hasse		
Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.						
(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: <u>Vargas General Eng.</u> Address: <u>9209 W. Olive Ave Ste 211</u> City, State, Zip: <u>Peoria, AZ 85345</u> Phone Number: <u>623-211-2582</u> Number of Years in Business: <u>unknown</u> Email or Fax: <u>Vargasgsd@gmail.com</u> Range of Annual Gross Receipts: <u>unknown</u>		☒ DBE ☐ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work <u>concrete</u> Estimated percentage of total contract value: <u>5.8</u> %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected <u>did not provide quote</u>	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: <u>9/24/21 8:21am</u> Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person
Name: <u>SAG Construction</u> Address: <u>PO Box 2346</u> City, State, Zip: <u>Sun City, AZ 85372</u> Phone Number: <u>623-258-3449</u> Number of Years in Business: <u>18 years</u> Email or Fax: <u>noelle@jagconllc.com</u> Range of Annual Gross Receipts: <u>unknown</u>		☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work <u>concrete</u> Estimated percentage of total contract value: <u>5.8</u> %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected <u>did not provide quote</u>	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: <u>9/24/21 8:21am</u> Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person

Bidder's Name: Combs Construction Co. Inc.	Contract # / Project #: 2022001	Contract Name: Buckeye Park N Ride Expansion
Email: felicia@combsaz.com	Phone #: 602-237-4029	Point of Contact: Felicia Hasse

Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.

(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: ALR Engineering Address: 290 Camino Panama City, State, Zip: Rio Rico, AZ 85648 Number of Employees: unknown Email or Fax: r.martinez@sib-air.com Phone Number: 520-980-1799 Range of Annual Gross Receipts: unknown Number of Years in Business: 13 years	☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Paving Estimated percentage of total contract value: .5 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	
Name: Darling Environmental Address: 4040 S. Rita Rd. Suite 2350 City, State, Zip: Tucson, AZ 85747 Number of Employees: unknown Email or Fax: mary.darling@darling-hd.com Phone Number: 520-298-2725 Range of Annual Gross Receipts: unknown Number of Years in Business: 24 years	☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Survey Estimated percentage of total contract value: 1.8 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	

Bidder's Name: Combs Construction Co. Inc.	Contract # / Project #: 2022001	Contract Name: Buckeye Park N Ride Expansion
Email: felicia@combsaz.com	Phone #: 602-237-4029	Point of Contact: Felicia Hasse

Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.

(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: GEO Supply Address: 888 W. Illinois St. City, State, Zip: Phoenix, AZ 85041 Number of Employees: unknown	DBE ☒ SBC - Small Business Concern ☒ SBE - City of Phoenix Certified ☐ Unknown ☐	List Scope(s) of Work Erosion Control Estimated percentage of total contract value: .5 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: lower quote from other	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	
Name: Rivera Masonry Address: 1319 W. Edgemont Ave City, State, Zip: Phoenix, AZ 85007 Number of Employees: unknown	DBE ☒ SBC - Small Business Concern ☒ SBE - City of Phoenix Certified ☐ Unknown ☐	List Scope(s) of Work masonry Estimated percentage of total contract value: 0 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not send proposal	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	

Bidder's Name: Combs Construction Co. Inc.	Contract # / Project #: 2022001	Contract Name: Buckeye Park N Ride Expansion
Email: felicia@combsaz.com	Phone #: 602-237-4029	Point of Contact: Felicia Hasse

Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.

(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: Auza & Auza Address: 440 S. 54th Ave City, State, Zip: Phoenix, AZ 85043 Phone Number: 602-870-6679 Email or Fax: DavidAuza@combsaz.com Range of Annual Gross Receipts: unknown		☒ DBE ☐ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work underground utilities pipe Estimated percentage of total contract value: 18.75 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not send proposal	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person
Name: CD Development Address: 4032 S. 36th St. City, State, Zip: Phoenix, AZ 85040 Phone Number: 602-222-9822 Email or Fax: ecorral@comaldesigngroup.com Range of Annual Gross Receipts: unknown		☒ DBE ☐ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work landscape Estimated percentage of total contract value: 4 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not send proposal	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person

262

15B-2022001

Buckeye Park-N-Ride Expansion

Bidder's Name: Combs Construction Co. Inc. Email: felicia@combsaz.com		Contract # / Project #: 2022001 Phone #: 602-237-4029		Contract Name: Buckeye Park N Ride Expansion Point of Contact: Felicia Hasse		
Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.						
(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: Chacon's Address: 2498 S. Curry Rd. City, State, Zip: Elroy, AZ 85131 Phone Number: 520-421-3489 Number of Years in Business: Unknown Email or Fax: chacon@chaconslandscaping.com Range of Annual Gross Receipts: Unknown		☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work landscaping Estimated percentage of total contract value: 4 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected lower price from other	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person
Name: Falcon Contracting Address: 11830 N. 21st Ave. City, State, Zip: Phoenix, AZ 85029 Phone Number: 602-944-3614 Number of Years in Business: Unknown Email or Fax: nikki@falconcontracting.com Range of Annual Gross Receipts: Unknown		☒ DBE ☐ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Striping Estimated percentage of total contract value: .005 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☒ Firm was selected Dollar Value: \$7,226.71 ☐ Firm was not selected Provide explanation of why firm NOT selected	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:50am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person

Bidder's Name: Combs Construction Co. Inc. Email: felicia@combsaz.com		Contract # / Project #: 2022001 Phone #: 602-237-4029		Contract Name: Buckeye Park N Ride Expansion Point of Contact: Felicia Hasse		
(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: All Rock Supply Address: 39353 N. Schnepp Rd. City, State, Zip: San Tan Valley, AZ 85140 Phone Number: 480-499-4993 Email or Fax: louis@allrocksupply.net Number of Years in Business: unknown Range of Annual Gross Receipts: unknown		☒ DBE ☐ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work crushed granite aggregates concrete Estimated percentage of total contract value: 5.8 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person
Name: Eagle EGC Address: 4001 S. Contractors Way Suite 121 City, State, Zip: Tucson, AZ 85714 Phone Number: 520-292-3939 Email or Fax: Mike@miwyacontracting.com Number of Years in Business: unknown Range of Annual Gross Receipts: unknown		☒ DBE ☐ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work concrete Estimated percentage of total contract value: 5.8 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person

Bidder's Name: Combs Construction Co. Inc.	Contract # / Project #: 2022001	Contract Name: Buckeye Park N Ride Expansion
Email: felicia@combsaz.com	Phone #: 602-237-4029	Point of Contact: Felicia Hasse

Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.

(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: Evergreen Spray Service Address: 2485 W. Shadow Valley Ranch City, State, Zip: Prescott AZ 86305 Phone Number: 928-925-1966 Email or Fax: evergreenspray@evergreenaz.com Range of Annual Gross Receipts: unknown	☒ DBE ☐ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Survey herbicide Estimated percentage of total contract value: 1.8 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21 am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	
Name: Utility Construction Company Address: 8835 E. Baseline Rd. Ste 106 City, State, Zip: Mesa AZ 85209 Phone Number: 480-684-3100 Email or Fax: Suzette@utilityconstruction.com Range of Annual Gross Receipts: unknown	☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work electrical Estimated percentage of total contract value: 18.78 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21 am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	

Bidder's Name: Combs Construction Co. Inc.	Contract # / Project #: 2022001	Contract Name: Buckeye Park N Ride Expansion
Email: felicia@combsaz.com	Phone #: 602-237-4029	Point of Contact: Felicia Hasse

Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.

(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: Fierro Contracting Address: 2205 W. Lone Cactus St. 15 City, State, Zip: Phoenix, AZ 85027 Number of Employees: unknown Phone Number: 602-288-8336 Email or Fax: jfierro@fierroci.com Range of Annual Gross Receipts: unknown	☒ DBE ☒ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work electrical Estimated percentage of total contract value: 18.78 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	
Name: Gamma Engineering Address: 120 N. Bradley Dr. City, State, Zip: Chandler, AZ 85226 Number of Employees: unknown Phone Number: 480-795-2321 Email or Fax: mmuelhuda@gmail.com Range of Annual Gross Receipts: unknown	☒ DBE ☐ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Transportation Engineering Trucking Estimated percentage of total contract value: 1.94 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	

262

15B-2022001

Buckeye Park-N-Ride Expansion

Bidder's Name: Combs Construction Co. Inc.	Contract # / Project #: 2022001	Contract Name: Buckeye Park N Ride Expansion
Email: felicia@combsaz.com	Phone #: 602-237-4029	Point of Contact: Felicia Hasse

Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.

(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: Satum Concrete Construction Address: 6075 N 57th Dr City, State, Zip: Glendale, AZ 85301 Phone Number: 623-261-4772 Email or Fax: info@satumconcrete.com Range of Annual Gross Receipts: unknown	☒ DBE ☐ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work concrete Estimated percentage of total contract value: 5.8 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	
Name: Horizon Environmental Address: 36700 S. Rincon Rd. City, State, Zip: Wickenburg, AZ 85390 Phone Number: 970-259-4346 Email or Fax: trisham@horizonenvservices.com Range of Annual Gross Receipts: unknown	☒ DBE ☐ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work erosion control Estimated percentage of total contract value: .5 %	☒ E-mail Blast ☒ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☒ Firm was not selected Provide explanation of why firm NOT selected: did not provide quote	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:21am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person	

Bidder's Name: Combs Construction Co. Inc.		Contract # / Project #: 2022001		Contract Name: Buckeye Park N Ride Expansion	
Email: felicia@combsaz.com		Phone #: 602-237-4029		Point of Contact: Felicia Hasse	

Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.

(A) Small Business Name and Contact Information		(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision	(F) Communication Final Selection Outcome
Name: Sunnyside Masonry LLC		☒ DBE ☐ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Masonry Estimated percentage of total contract value: 3.2 %	☒ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☒ Firm was selected Dollar Value: \$90,000.00 ☐ Firm was not selected Provide explanation of why firm NOT selected	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: 9/24/21 8:50am Method used to Communicate Selection: ☒ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person
Address: 24654 N. Lake Pleasant Parkway City, State, Zip: Peoria, AZ 85383 Phone Number: 623-376-6500 Email or Fax: jessica@sunnysidemasonry.com Number of Employees: unknown Range of Annual Gross Receipts: unknown						
Name: Address: City, State, Zip: Phone Number: Email or Fax: Number of Years in Business: Range of Annual Gross Receipts: 		☐ DBE ☐ SBC - Small Business Concern ☐ SBE - City of Phoenix Certified ☐ Unknown	List Scope(s) of Work Estimated percentage of total contract value: %	☐ E-mail Blast ☐ Phone Call ☐ In-Person ☐ Newspaper ☐ Website ☐ Trade Listing ☐ Outreach Event ☐ Other	☐ Firm was selected Dollar Value: ☐ Firm was not selected Provide explanation of why firm NOT selected	Firms must be notified of final selection outcome prior to submittal of this form. Date Firm was Notified: Method used to Communicate Selection: ☐ Email ☐ Phone ☐ Fax ☐ Letter ☐ In person

Felicia Hasse

From: Felicia Hasse
Sent: Friday, September 24, 2021 8:49 AM
Cc: Mike Steg; Ozzy
Subject: Buckeye Park-N-Ride Expansion - Final Outcome Communication

Bcc: 'Corinne Thompson'; 'james@acs-concrete.net'; 'maria@falcon-contracting.com';
'jessica@sunnysidemasonry.com'

Good Morning,

Combs Construction Company, Inc. would like to thank you for your quote for the above referenced project. We were not apparent low bidder, but we thank you for your time and look forward to working with your company in the future.

Respectfully,

Felicia Hasse

Combs Construction Company, Inc.
P.O. Box 10789
Glendale, AZ 85318
P:(602)237-4029
F:(602)237-4182
AZ ROC 100380A



Felicia Hasse

From: Felicia Hasse
Sent: Friday, September 24, 2021 8:21 AM
Cc: Mike Steg; Ozzy
Subject: 2022001 Buckeye Park N Ride Expansion - Communication of Final Outcome

Bcc: jeslordia@azshockwave.com; barconcorp@cableone.net; Bob.Ramirez@arrowindian.com; action@actionpipeline.com; sofia@age-contracting.com; benhodder@as-cs.com; dela Fuentes.robert@yahoo.com; 'Collision Wells'; bobbyl@swpcontracting.com; DBESurveying@gmail.com; paver@qwestoffice.net; 'Brian Gallimore'; jpatton57@hotmail.com; sonorare2005@gmail.com; rodco@rwkelectric.com; rayjr@ravenconcrete.com; cobreelectric@cox.net; 'Brandon Gallimore'; Upset Concrete Inc.; annemarie@acsservicesllc.com; pamb@geosupply.com; noel@jagconllc.com; rmartinez@sib-alr.com; marydarling@darlingltd.com; riveramasonry@aol.com; davidauza@auzacontracting.com; ecorral@corraldesigngroup.com; chacon@chaconslandscaping.com; louis@allrocksupply.net; mike@miuracontracting.com; evergreenspray@icloud.com; suzette@utilityconstructionco.com; jfierro@fierroci.com; mrpurelhuda@gmail.com; info@saturnconcrete.com; TrishaM@horizonenvservices.com

Communication of the final outcome of Buckeye Park-n-Ride Expansion

Your company was unfortunately not the low bidder at the time of bid or your company was unable to bid this project at the time of bid.

We greatly appreciate your time and effort. Below is a link to our plan room. Please feel free to send us a quote for any project we have listed on there.

<ftp://combsaz.com>

Login: estimating@combsaz.com

Password: combs

Respectfully,

Felicia Hasse

Combs Construction Company, Inc.
P.O. Box 10789
Glendale, AZ 85318
P:(602)237-4029
F:(602)237-4182
AZ ROC 100380A



pa

Felicia Hasse

From: Felicia Hasse
Sent: Wednesday, September 15, 2021 9:46 AM
Subject: Buckeye Park N Ride Expansion - Outreach

Importance: High

Bcc: paver@qwestoffice.net; liebeck@assiaz.com; annemarie@acsservicesllc.com; action@actionpipeline.com; sbrodrig@aol.com; louis@allrocksupply.net; benhodder@as-cs.com; rmartinez@sib-alr.com; support@acs-concrete.net; Bob.Ramirez@arrowindian.com; alex.reynoso@arusi.net; davidauza@auzacontracting.com; jesiordia@azshockwave.com; barconcorp@cableone.net; robin@bseperformance.com; cnl@cnlasphalt.com; jcano@canostructures.com; ecorral@corraldesigngroup.com; martha@centerlinewest.com; sue@centralaztrucking.com; correa-trucking@cox.net; chacon@chaconslandscaping.com; chillostrucking@gmail.com; cobreelectric@cox.net; Diana@csr-az.com; copperhillconst@yahoo.com; marydarling@darlingltd.com; DBESurveying@gmail.com; dela Fuentes.robert@yahoo.com; deserthaulersllc@gmail.com; Mike@Miuracontracting.com; fermin@eesengineering.org; leastin@elontec.com; info@eainglobal.com; gperez@epifiniinc.com; evergreenspray@icloud.com; nikki@falcon-contracting.com; mitzi@fiberspec.com; jfierro@fierroci.com; fostercmg@fostercmgroup.com; mnourelhuda@gmail.com; office@gicsllc.com; trinka@geosupply.com; carviso@arvisoengineering.com; jgonzalez@gonzalezasphalt.com; accounting@glezconstruction.com; tony@hbelectricaz1.com; hectorandsons@gmail.com; TrishaM@horizonenvservices.com; tim@hotlineelectricinc.com; sales@iscpv.com; jinshantang@hotmail.com; ramainti1@hotmail.com; itsmagic@citlink.net; noel@jagconllc.com; lionselectric@cox.net; jblfonseca@cox.net; aj@juarezcontracting.com; kim@kazconstruction.net; HoonHKoo@KooDB.com; info@malyandassociates.com; jeff.martinez@rtunderground.com; Brandon@metroaz.net; mkorn.mitig@yahoo.com; mqmtrucking@gmail.com; anna.wolfe@nctnetworks.com; dreynolds@native-tech.net; itssestimation@ntds.org; jmcelaya@nextgenerationelectricallc.com; stacyg@neiaw.com; nopatruckings@hotmail.com; northlandeq@yahoo.com; nadia@nrdesignbuild.com; Charles@osmaz.com; Hannaho@paceelectrical.com; jpatton57@hotmail.com; timpavesol@gmail.com; tammy@pclinksdirect.com; cw@pegasusutility.com; crystal@phoenixpipelines.com; georgia.cifelli@qualLEDlighting.com; raecommesa@cox.net; rayjr@ravenconcrete.com; redcanyonsupply@cox.net; danna@integrity.com; finance@rfwel.com; mrangel@rggunited.com; riveramasonry@aol.com; kristi@rjcontracting.com; rknighten@rkdesignaz.com; robleselectricaz@gmail.com; rodco@rwkelectric.com; info@safetpros.com; steve@saguarolandscapingandpools.com; henrytagoe@gmail.com; amikal@santractechnologies.com; info@saturnconcrete.com; luissantiago0411@yahoo.com; ssodo@aol.com; smartwayelectric@cox.net; sonorare2005@gmail.com; jquijada@swi-solutions.com; stodg@mindspring.com; steveh@swpcontracting.com; mealvarezsr@suneaglecorporation.com; oaguirre@sunrisenurseryllc.com; ckgroup@theckgroup.com; wendell@tec-az.com; lmorales@azplanningcenter.com; mgarza@tomcatunlimited.com; Trprockaz@gmail.com; jamesbello@tmec-llc.com; Total.Quality@cox.net; cjhaveri@traceconsulting.us; ssherwood@truenorthmapping.com; upsetconcrete@gmail.com; suzette@utilityconstructionco.com; ernval@valwestconst.com; vargasjose@msn.com;

Bcc:

janet@waibel-la.com; business@whelcon.com; bwilliams@williamscandc.com;
bgallimore@wspinc.net; stanton.duke@yellowstonecco.com

Good morning,

Combs Construction Company is reaching out to invite you to bid or provide your firm's qualifications for Buckeye Park N Ride Expansion for the City of Buckeye. Combs Construction Company, Inc. is looking for proposals for the following, but not limited to scopes of work:

Survey
Mobilization
Earthwork
Rip Rap
Asphalt Pavement
Curb/Gutter
Concrete
Striping
Signs
Landscape
Pipe
Electrical

All project documents can be accessed using the following link:

<https://documentcloud.adobe.com/link/review?uri=urn:aaid:scds:US:e7743cf5-075c-4468-8464-c9c9783e7036>

Please contact Mike Steg at mike@combsaz.com , Terx Surkala at terx@combsaz.com or Felicia Hasse at felicia@combsaz.com with any questions. Thank you.

Respectfully,

Felicia Hasse

Combs Construction Company, Inc.

P.O. Box 10789

Glendale, AZ 85318

P:(602)237-4029

F:(602)237-4182

AZ ROC 100380A



Felicia Hasse

From: Felicia Hasse
Sent: Tuesday, September 21, 2021 8:42 AM
Subject: Buckeye Park N Ride Expansion - Outreach 2

Importance: High

Bcc: paver@qwestoffice.net; liebeck@assiaz.com; annemarie@acs-servicesllc.com; action@actionpipeline.com; sbrodrig@aol.com; louis@allrocksupply.net; benhodder@as-cs.com; rmartinez@sib-alr.com; support@acs-concrete.net; Bob.Ramirez@arrowindian.com; alex.reynoso@arusi.net; davidauza@auzacontracting.com; jesiordia@azshockwave.com; barconcorp@cableone.net; robin@bseperformance.com; cnl@cnlasphalt.com; jcano@canostructures.com; ecorral@corraldesigngroup.com; martha@centerlinewest.com; sue@centralaztrucking.com; correa-trucking@cox.net; chacon@chaconslandscaping.com; chillostrucking@gmail.com; cobreelectric@cox.net; Diana@csr-az.com; copperhillconst@yahoo.com; marydarling@darlingltd.com; DBESurveying@gmail.com; dela fuentes.robert@yahoo.com; deserthaulersllc@gmail.com; Mike@Miuracontracting.com; fermin@eesengineering.org; leastin@elontec.com; info@eainglobal.com; gperez@epifiniinc.com; evergreenspray@icloud.com; nikki@falcon-contracting.com; mitzi@fiberspec.com; jfierro@fierroci.com; fostercmg@fostercmgroup.com; mnourelhuda@gmail.com; office@gicsllc.com; trinka@geosupply.com; carviso@arvisoengineering.com; jgonzalez@gonzalezasphalt.com; accounting@glezconstruction.com; tony@hbelectricaz1.com; hectorandsons@gmail.com; TrishaM@horizonenvservices.com; tim@hotlineelectricinc.com; sales@iscpv.com; jinshantang@hotmail.com; ramainti1@hotmail.com; itsmagic@citlink.net; noel@jagconllc.com; lionselectric@cox.net; jblfonseca@cox.net; aj@juarezcontracting.com; kim@kazconstruction.net; HoonHKoo@KooDB.com; info@malyandassociates.com; jeff.martinez@rtunderground.com; Brandon@metroaz.net; mkorn.mitig@yahoo.com; mqmtrucking@gmail.com; anna.wolfe@nctnetworks.com; dreynolds@native-tech.net; itssestimation@ntds.org; jmcelaya@nextgenerationelectricallc.com; stacyg@neiaw.com; nopatruckings@hotmail.com; northlandeq@yahoo.com; nadia@nrdesignbuild.com; Charles@osmaz.com; Hannaho@paceelectrical.com; jpatton57@hotmail.com; timpavesol@gmail.com; tammy@pclinksdirect.com; cw@pegasusutility.com; crystal@phoenixpipelines.com; georgia.cifelli@qualLEDlighting.com; raecommesa@cox.net; rayjr@ravenconcrete.com; redcanyonsupply@cox.net; danna@integrity.com; finance@rfwel.com; mrangel@rggunitied.com; riveramasonry@aol.com; kristi@rjcontracting.com; rknighten@rkdesignaz.com; robleselectricaz@gmail.com; rodco@rwkelectric.com; info@safetpros.com; steve@saguarolandscapingandpools.com; henrytagoe@gmail.com; amikal@santractechnologies.com; info@saturnconcrete.com; luissantiago0411@yahoo.com; ssodo@aol.com; smartwayelectric@cox.net; sonorare2005@gmail.com; jquijada@swi-solutions.com; stodg@mindspring.com; steveh@swpcontracting.com; mealvarezsr@suneaglecorporation.com; oaguirre@sunrisenurseryllc.com; ckgroup@theckgroup.com; wendell@tec-az.com; lmorales@azplanningcenter.com; mgarza@tomcatunlimited.com; Trprockaz@gmail.com; jamesbello@tmec-llc.com; Total.Quality@cox.net; cjhaveri@traceconsulting.us; ssherwood@truenorthmapping.com; upsetconcrete@gmail.com; suzette@utilityconstructionco.com; ernval@valwestconst.com; vargasjose@msn.com;

Bcc:

janet@waibel-la.com; business@whelcon.com; bwilliams@williamscandc.com;
bgallimore@wspinc.net; stanton.duke@yellowstonecco.com

Good morning,

Combs Construction Company is reaching out to invite you to bid or provide your firm's qualifications for Buckeye Park N Ride Expansion for the City of Buckeye. Combs Construction Company, Inc. is looking for proposals for the following, but not limited to scopes of work:

Survey
Mobilization
Earthwork
Rip Rap
Asphalt Pavement
Curb/Gutter
Concrete
Striping
Signs
Landscape
Pipe
Electrical

All project documents can be accessed using the following link: <https://documentcloud.adobe.com/id/?uri=714fbfad-ada7-495d-9dcf-a38424e39a4e>

Please contact Mike Steg at mike@combsaz.com , Terx Surkala at terx@combsaz.com or Felicia Hasse at felicia@combsaz.com with any questions. Thank you.

Respectfully,

Felicia Hasse

Combs Construction Company, Inc.
P.O. Box 10789
Glendale, AZ 85318
P:(602)237-4029
F:(602)237-4182
AZ ROC 100380A



PHONE LOG				
Firm Name	Phone Number	Contact	Bidding (Y/N)	Notes
A & S Paving, Inc.	520-434-9223	Lennie	Not Bidding	
ACS Services, LLC	480-968-0190	Jack	Yes	Will send proposal
ACTION PIPELINE CONTRACTORS, INC.	520-792-4302	Albert	Not Bidding	
Aragon Construction Solutions, LC	844-384-4345	Micheline		Left Message with Micheline. She'll have someone call back
Arrow Indian Contractors, Inc.	480-776-5821	Bob	Not Bidding	
Auza & Auza Contracting Inc. DBA Auza Cont	602-870-6679	TA		Left Message
AZ Shockwave Construction LLC	623-476-5148			Left Message
Barcon Corporation	928-425-5426			Left Message
C & L Asphalt Patching, LLC	623-247-1451	Larry	Yes	Jake sent proposal to Mike through text
CD Development, LLC	602-222-9822			Will call back with an answer
Chacon's Landscaping and Irrigation, Inc.	520-421-3489			Sent Proposal through email
Cobre Electric, Inc.	602-234-1388			Left Message
DBE Surveying, LLC	602-448-6812			
Eagle EGC, LLC	520-292-3939			
GeoSupply, Inc	602-305-8094	Pam	Yes	Asked to have link sent again
Rivera Masonry, Inc.	623-245-1212		Not Bidding	Sent Email Response
Utility Construction Company, Inc.	480-654-3100	Suzette	Not Bidding	
Metro Engineering & Survey	623-466-6640	Danielle	Unsure	
Fierro Contracting	602-288-8336			Left Message
Saturn Concrete Construction	623-261-4772			Left message for estimator
Horizon Environmental	970-259-4346			Left message

DBE OUTREACH LOG

Firm Name	Email Address	Phone Number	State	DBE Certified	SBC Certified
A & S Paving, Inc.	paver@qwestoffice.net	520-434-9223	AZ	Yes	Yes
AAchacon trucking llc			AZ	Yes	Yes
Access Security Systems Int, Inc.	liebeck@assiaz.com	623-581-0101	AZ	Yes	Yes
ACS Services, LLC	annemarie@acs-servicesllc.com	480-968-0190	AZ	Yes	Yes
ACTION PIPELINE CONTRACTORS, INC.	action@actionpipeline.com	520-792-4302	AZ	Yes	Yes
AGE General Engineering Company, Inc.	sbrodrig@aol.com	520-421-2888	AZ	Yes	Yes
All Rock Supply, Inc.	louis@allrocksupply.net	480-499-4993	AZ	Yes	Yes
Alliance Service & Control Specialists, Inc.	benhodder@as-cs.com	602-431-8434	AZ	Yes	Yes
ALR Engineering, Inc.	rmartinez@sib-alr.com	520-980-1799	AZ	Yes	Yes
Aragon Construction Solutions, LC	support@acs-concrete.net	844-384-4345	AZ	Yes	Yes
Arrow Indian Contractors, Inc.	Bob.Ramirez@arrowindian.com	480-776-5821	AZ	Yes	Yes
Arusi, LLC	alex.reynoso@arusi.net	602-717-8040	AZ	Yes	Yes
Auza & Auza Contracting Inc. DBA Auza Con	davidauza@auzacontracting.com	602-870-6679	AZ	Yes	Yes
AZ Shockwave Construction LLC	jesiordia@azshockwave.com	623-476-5148	AZ	Yes	Yes
Barcon Corporation	barconcorp@cableone.net	928-425-5426	AZ	Yes	Yes
BSE Performance, LLC	robin@bseperformance.com	480-922-3896	AZ	Yes	Yes
C & L Asphalt Patching, LLC	cnl@cnlasphalt.com	623-247-1451	AZ	Yes	Yes
Cano Structures, LLC	jcano@canostructures.com	623-810-3507	AZ	Yes	Yes
CD Development, LLC	ecorral@corraldesigngroup.com	602-222-9822	AZ	Yes	Yes
Centerline Supply West, Inc.	martha@centerlinewest.com	602-258-3142	AZ	Yes	Yes
Central Arizona Trucking and Equipment Rep	sue@centralaztrucking.com	602-885-3169	AZ	Yes	Yes
Cesar Correa Trucking, LLC	correa-trucking@cox.net	602-840-4546	AZ	Yes	Yes
Chacon's Landscaping and Irrigation, Inc.	chacon@chaconslandscaping.com	520-421-3489	AZ	Yes	Yes
Chillos Trucking	chillostrucking@gmail.com	602-487-1378	AZ	Yes	Yes
Cobre Electric, Inc.	cobreelectric@cox.net	602-234-1388	AZ	Yes	Yes
Control Services & Repair LLC	Diana@csr-az.com	480-655-1460	AZ	Yes	Yes
Copper Hill Construction, Inc.	copperhillconst@yahoo.com	520-908-9244	AZ	Yes	Yes
Darling Environmental & Surveying, Ltd.	marydarling@darlingltd.com	520-298-2725	AZ	Yes	Yes
DBE Surveying, LLC	DBESurveying@gmail.com	602-448-6812	AZ	Yes	Yes
De La Fuentes, LLC	delafuentes.robert@yahoo.com	602-820-5371	AZ	Yes	Yes
Desert Haulers, LLC.	deserthaulersllc@gmail.com	623-764-8445	AZ	Yes	Yes
Eagle EGC, LLC	Mike@Miuracontracting.com	520-292-3939	AZ	Yes	Yes
Electric Energy Systems Engineering LLC	fermin@eesengineering.org	602-748-0972	AZ	Yes	Yes
Elontec, LLC	leastin@elontec.com	602-759-5500	AZ	Yes	Yes
Engineering Alliance, Inc.	info@eainglobal.com	480-365-9930	AZ	Yes	Yes
Epifini Landscaping Inc.	gperez@epifiniinc.com	520-836-6776	AZ	Yes	Yes
Evergreen Spray Service, Inc.	evergreenspray@icloud.com	800-315-5140	AZ	Yes	Yes
Falcon Contracting Inc.	nikki@falcon-contracting.com	602-944-3614	AZ	Yes	Yes
Fiber Specialists, Inc.	mitzi@fiberspec.com	480-585-5069	AZ	Yes	Yes
Fierro Contracting, Inc.	jfierro@fierroci.com	602-288-8336	AZ	Yes	Yes
Foster CM Group, Inc.	fostercmg@fostercmgroup.com	210-804-1004	AZ	Yes	Yes
Gamma Engineering L.L.C.	mnourelhuda@gmail.com	480-295-2321	AZ	Yes	Yes
General Integral Control Systems LLC	office@gicllc.com	602-997-2591	AZ	Yes	Yes
GeoSupply, Inc	trinka@geosupply.com	602-305-8094	AZ	Yes	Yes
Geotechnical Testing Services, Inc.	carviso@arvisoengineering.com	928-329-4695	AZ	Yes	Yes
Gonzalez Asphalt, Inc.	jgonzalez@gonzalezasphalt.com	623-594-2245	AZ	Yes	Yes
Gonzalez Construction LLC	accounting@glezconstruction.com	623-444-7805	AZ	Yes	Yes
H&B Electric Inc	tony@hbelectricaz1.com	623-907-4000	AZ	Yes	Yes
Hector & Sons Trucking	hectorandsons@gmail.com	602-481-6934	AZ	Yes	Yes
Horizon Environmental Services, Inc.	TrishaM@horizonenvservices.com	970-259-4346	AZ	Yes	Yes
Hot Line Electric, Inc.	tim@hotlineelectricinc.com	602-432-4327	AZ	Yes	Yes
Industrial Solar Consulting, Inc.	sales@iscpv.com	480-442-2062	AZ	Yes	Yes
Innova Engineering, LLC	jinsantang@hotmail.com	520-325-3931	AZ	Yes	Yes
Inti, LLC	ramainti1@hotmail.com	480-219-0525	AZ	Yes	Yes
It's Magic, Inc.	itsmagic@citlink.net	928-367-1725	AZ	Yes	Yes
JAG Construction LLC	noel@jagconllc.com	623-258-3449	AZ	Yes	Yes
Jaguar Electric LLC	lionselectric@cox.net	520-751-2321	AZ	Yes	Yes
JBL Trucking Co.	jblfonseca@cox.net	623-670-6448	AZ	Yes	Yes
Juarez Contracting Inc	aj@juarezcontracting.com	623-848-6745	AZ	Yes	Yes
K.A.Z. Construction, Inc.	kim@kazconstruction.net	520-628-7032	AZ	Yes	Yes
KOO design-build, Inc.	HoonHKoo@KooDB.com	480-560-2233	AZ	Yes	Yes

Maly & Associates, Inc.	info@malyandassociates.com	520-299-0856	AZ	Yes	Yes
Marcom LLC dba RT Underground	jeff.martinez@rtunderground.com	602-622-6789	AZ	Yes	Yes
Metro Engineering and Survey, LLC.	Brandon@metroaz.net	623-466-6640	AZ	Yes	Yes
Mitig Company, LLC	mkorn.mitig@yahoo.com	520-836-3639	AZ	Yes	Yes
mqm trucking	mqmtrucking@gmail.com	602-579-8342	AZ	Yes	Yes
National Cabling Technologies LLC	anna.wolfe@nctnetworks.com	480-729-6755	AZ	Yes	Yes
Native Technology Solutions Inc.	dreynolds@native-tech.net	520-796-4687	AZ	Yes	Yes
Native Tele-Data Solutions	itssestimation@ntds.org	520-888-5860	AZ	Yes	Yes
NEXT GENERATION ELECTRICAL, LLC	jmcelaya@nextgenerationelectricalllc.co	520-883-4202	AZ	Yes	Yes
Nicklaus Engineering, Inc.	stacyg@neiaw.com	928-344-8374	AZ	Yes	Yes
Nopa Trucking LLC	nopatrickings@hotmail.com	602-796-6672	AZ	Yes	Yes
Northland Equipment & Water Truck Serv, Inc	northlandeq@yahoo.com	928-925-4528	AZ	Yes	Yes
nr design + build llc	nadia@nrdesignbuild.com	623-628-2909	AZ	Yes	Yes
Outdoor Systems Management, LLC	Charles@osmaz.com	480-283-5319	AZ	Yes	Yes
P.A.C.E. Electrical Construction, Inc.	Hannaho@paceelectrical.com	520-884-5972	AZ	Yes	Yes
Painted Desert Construction LLC	jpatton57@hotmail.com	480-231-3956	AZ	Yes	Yes
Pavement Solutions, Inc.	timpavesol@gmail.com	480-254-2091	AZ	Yes	Yes
PC Links, LLC	tammy@pclinksdirect.com	800-470-4130	AZ	Yes	Yes
Pegasus Utility Locating Service, Inc.	cw@pegasusutility.com	602-499-5024	AZ	Yes	Yes
Phoenix Pipelines Inc.	crystal@phoenixpipelines.com	602-470-8210	AZ	Yes	Yes
QuaLED Lighting LLC	georgia.cifelli@quaLEDlighting.com	480-704-3000	AZ	Yes	Yes
Rae Complete Technical Systems Inc	raecommesa@cox.net	480-854-0264	AZ	Yes	Yes
Raven Concrete LLC	rayjr@ravenconcrete.com	623-374-4677	AZ	Yes	Yes
Red Canyon Entities, LLC	redcanyonsupply@cox.net	480-993-3403	AZ	Yes	Yes
Red Iron Construction	danna@integrity.com	480-288-8517	AZ	Yes	Yes
RFWEL ENGINEERING LLC	finance@rfwel.com	480-218-1877	AZ	Yes	Yes
RGG United Contractors, Inc.	mrangel@rggunited.com	623-388-7088	AZ	Yes	Yes
Rivera Masonry, Inc.	riveramasonry@aol.com	623-245-1212	AZ	Yes	Yes
RJC Contracting, Inc.	kristi@rjccontracting.com	480-357-0868	AZ	Yes	Yes
RK Design & Professional Services LLC	rknigheten@rkdesignaz.com	602-318-2943	AZ	Yes	Yes
Robles Electric Solutions LLC	robleselectricaz@gmail.com	520-609-1844	AZ	Yes	Yes
RWK Electric Co., Inc.	rodco@rwkelectric.com	602-266-5038	AZ	Yes	Yes
Safe T Professionals	info@safetpros.com	480-522-5459	AZ	Yes	Yes
Saguaro Landscaping and Pool Service LLC	steve@saguarolandscapingandpools.com	480-782-0395	AZ	Yes	Yes
SAMAT-ENG, LLC	henrytagoe@gmail.com	347-276-5460	AZ	Yes	Yes
SanTrac Technologies, Inc.	amikal@santractechnologies.com	602-776-9600	AZ	Yes	Yes
Saturn Concrete Construction, LLC	info@saturnconcrete.com	623-261-4772	AZ	Yes	Yes
Serenity by Santiago LLC	luissantiago0411@yahoo.com	612-598-6678	AZ	Yes	Yes
Shauna Oothoudt	ssodo@aol.com	928-567-2656	AZ	Yes	Yes
Smartway Electric Inc	smartwayelectric@cox.net	602-708-6689	AZ	Yes	Yes
Sonora River Electric, LLC	sonorare2005@gmail.com	520-266-0172	AZ	Yes	Yes
Southwest Integrated Solutions Inc	jquijada@swi-solutions.com	623-322-5088	AZ	Yes	Yes
Stodghill Trucking, Inc.	stodg@mindspring.com	928-476-3554	AZ	Yes	Yes
Stormwater Plans, LLC	steveh@swpcontracting.com	623-544-7305	AZ	Yes	Yes
Sun Eagle Corporation	mealvarezsr@suneaglecorporation.com	480-961-0004	AZ	Yes	Yes
Sunrise Nursery, LLC	oaguirre@sunrisenurseryllc.com	623-544-1961	AZ	Yes	Yes
The CK Group, Inc.	ckgroup@theckgroup.com	602-482-5884	AZ	Yes	Yes
The Engineering & Construction Co., LLC	wendell@tec-az.com	480-343-1875	AZ	Yes	Yes
The TPC Group, Inc.	lmorales@azplanningcenter.com	520-623-6146	AZ	Yes	Yes
TOMCAT ENGINEERING UNLIMITED, LLC dba	mgarza@tomcatunlimited.com	928-726-4500	AZ	Yes	Yes
Tonto Rock Products LLC	Trprockaz@gmail.com	602-510-7519	AZ	Yes	Yes
Total Maintenance Erosion Control, LLC	jamesbello@tmec-llc.com	602-841-1776	AZ	Yes	Yes
Total Quality Contracting, LLC	Total.Quality@cox.net	602-828-2917	AZ	Yes	Yes
TRACE Consulting, LLC	cjhaveri@traceconsulting.us	602-680-8264	AZ	Yes	Yes
True North Mapping	ssherwood@truenorthmapping.com	928-308-2056	AZ	Yes	Yes
Upset Concrete Inc.	upsetconcrete@gmail.com	602-625-1183	AZ	Yes	Yes
Utility Construction Company, Inc.	suzette@utilityconstructionco.com	480-654-3100	AZ	Yes	Yes
Val E West Construction	ernval@valwestconst.com	480-201-1484	AZ	Yes	Yes
Vargas General Engineering LLC	vargasjose@msn.com	623-217-2582	AZ	Yes	Yes
Waibel & Associates Landscape Architecture	janet@waibel-la.com	480-893-3849	AZ	Yes	Yes
WHELCON CONTRACTORS LLC	business@whelcon.com	520-314-2001	AZ	Yes	Yes
Williams Construction & Consulting LLC.	bwilliams@williamsandc.com	480-236-0376	AZ	Yes	Yes
WSP, Inc.	bgallimore@wspinc.net	623-434-5050	AZ	Yes	Yes

Yellowstone Construction	stanton.duke@yellowstonecco.com	520-279-5853	AZ	Yes	Yes
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DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under \$25,000. Offers that are not accompanied by a completed, applicable certification will be rejected as nonresponsive.

☒ The Proposer certifies, to the best of its knowledge and belief, that the Proposer and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

OR

- ☐ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: Combs Construction Company, Inc.

Name: Ryan Combs

Title: President

Signature: 

Date: September 23, 2021

BUY AMERICA CERTIFICATION

This certification applies to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.

If this Offer is valued in excess of \$150,000 and involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5), the Proposer hereby certifies that it:

- ☒ Will comply with the requirements of 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

OR

- ☐ Cannot comply the requirements of 49 USC § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 USC § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$150,000 and involves the procurement of buses or other rolling stock (including associated equipment), the Proposer hereby certifies that it:

- ☒ Will comply with the requirements of 49 USC § 5323(j) and the applicable regulations of 49 CFR § 661.11;

OR

- ☐ Cannot comply with the requirements of 49 § USC 5323(j) (and 49 CFR § 661.11), but may qualify for an exception to the requirements consistent with 49 USC § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification

Company: Combs Construction Company, Inc.

Name: Ryan Combs

Title: President

Signature: 

Date: September 23, 2021

LOBBYING CERTIFICATION

This certification does not apply to contracts and subcontracts under \$100,000. Offers that are not accompanied by a completed, applicable certification will be rejected as nonresponsive.

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, 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 Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors 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.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: Combs Construction Company, Inc.

Name: Ryan Combs

Title: President

Signature: 

Date: September 23, 2021

Per paragraph 2 above, complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," if applicable.

NOT Applicable

CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT

This certification applies to contracts for the purchase or lease of any bus model that is new or has any major change in configuration or components to be acquired or leased. Offers that are not accompanied by a completed, applicable certification will be rejected as nonresponsive.

The Proposer certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

The Proposer understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the Proposer understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Not Applicable

**TRANSIT VEHICLE MANUFACTURER DISADVANTAGED BUSINESS ENTERPRISE
CERTIFICATION**

This certificate applies to contracts for the purchase of rolling stock.

The Contractor, a Transit Vehicle Manufacturer, hereby certifies that it has complied with the requirements of 49 CFR § 26.49 by submitting an annual DBE goal to the Federal Transit Administration (FTA). The goal has either been **approved** or **is pending approval** by FTA.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Not Applicable

FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

This certificate applies to contracts for the purchase of rolling stock.

The Proposer, if awarded the Contract, shall submit: (1) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or (2) the manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

TAX LIABILITY CERTIFICATION

This certificate applies to all contracts.

The Proposer, certifies that:

- (a) it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) it has not been convicted of a felony criminal violation under any federal law within the preceding 24 months.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: Combs Construction

Name: Ryan Combs

Title: President

Signature: 

Date: September 23, 2021

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

This certificate applies to all contracts.

(DBE certification to be provided by PTD Compliance Section)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: Combs Construction Company, Inc.

Name: Ryan Combs

Title: President

Signature: 

Date: 9/23/21

**SOLICITATION ADDENDUM
IFB NO. 2022001
CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION
623.349.6173**

ADDENDUM NO. 1

NOTE: Attach to Original Invitation for Bid. However, if Bid has already been returned, complete this Addendum and return for attachment to your Bid by **3:00 pm, September 23, 2021**.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Pat Glasmann, Contracting Officer
Construction and Contracting
pglasmann@buckeyeaz.gov

SOLICITATION: IFB #2022001 – Buckeye Park-n-Ride Expansion

Last Day for Questions: **September 16, 2021 no later than 5:00 pm local time**

Bid Due Date and Time: **September 23, 2021 no later than 3:00 pm local time**

NOTICE TO CONTRACTORS:

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bid documents prepared by the City of Buckeye.

The balance of the specifications and instructions remain the same. Bidders must acknowledge receipt and acceptance of this Addendum by returning the attached Solicitation Addendum Acknowledgement Page with the Bid.

Q1. Is there a DBE goal?

A1. There is no project specific DBE goal. However, The City of Phoenix (COP), in accordance with regulations of the U.S. Department of Transportation, 49, CFR Part 26, has established a three-year transit regional goal on contracts assisted by the Federal Transit Administration (FTA) awarded by the COP or its recipients (Buckeye). COP has set an overall transit DBE goal of 8.20% for DBE participation and will strive to achieve the goal on all FTA funded projects through race neutral means. We highly encourage all our partners to participate in achieving the regional goal. Mere pro-forma efforts will not be regarded as satisfying the requirements of good faith efforts. The actions taken to meet the good faith requirements must be substantiated by written documentation and proof.

Q2. DBE documents included with the packet say “City of Phoenix”. Are they correct to submit with the bid proposal?

A2. Yes

Q3. Will Davis Bacon wages apply and is there a wage decision to be used?

A3. Yes Davis-Bacon wages apply. CFR 29 Part 3, CFR 29 Part 5 and General Decision Number: AZ20210008 09/03/2021 is attached and hereby incorporated into the solicitation.

Q4. When do you anticipate issuing a Notice to Proceed?

A4. Once all bids are received, it will go to City Council then the NTP will get issued, but can be worked out with contractor.

Q5. Is the waterline for the new hydrant to be 6" DIP or 8" DIP? Bid schedule line 45 says 6", but plan sheet WL-201 says 8".

A5. 8" DIP, which reduces to 6" directly in front of the fire hydrant

Q6. Alternate A on the bid schedule covers two dual-sided parking structures, but plan sheet CV-102 indicates that the parking structure over the handicapped row is also to be included with Alternate A. Can you clarify?

A6. Alternate A includes two dual sided parking structures and the parking structure over the handicapped row – a total of 3 structures

Q7. Alternate B on the bid schedule includes single-sided parking structures to cover 79 parking spaces, but we can only account for 65 parking spaces covered by them. If we include the structure over the handicapped row, an additional twelve spaces might be added, but that total is still just 77 spaces (and again, it appears those spaces are supposed to be included with Alternate A). Can you clarify?

A7. Alternate B includes a total of 19 structures (9 single sided, 10 double sided) as identified on Sht CV-102

Q8. Bid item 12 is for Miscellaneous Removals. What part of the work is intended to be included under that bid item?

A8. Whatever removals that aren't specifically identified on the Bid Schedule.

Q9. Bid item # 46 calls for 342 LF of 6" DIP plan construction note # 7 calls for 8 LF of 6" DIP.

A9. 8 LF of 6" DIP is correct per Sht WL-201. Correction made on attached Bid Schedule.

Q10. Bid item # 47 calls for a vertical realignment and the plans do not show one.

A10. There is no vertical realignment

Q11. Plan construction note # 1 calls for an 8" X 8" tapping sleeve and there is no bid item for this.

A11. The 8" x 8" tapping sleeve shown on Sht WL-201 is correct. Correction made on attached Bid Schedule.

Q12. Plan construction note # 2 calls for 194 LF of 8" DIP and there is no bid item for this.

A12. The 194 LF of 8" DIP shown on Sht WL-201 is correct. Correction made on attached Bid Schedule.

Q13. Plan construction note # 6 calls for 1 each 8" Gate Valve Box & Cover there is no bid item for this.

A13. The 1 each 8" Gate Valve Box & Cover shown on Sht WL-201 is correct. Correction made on attached Bid Schedule.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS ADDENDUM BY SIGNING THE ATTACHED SOLICITATION ADDENDUM ACKNOWLEDGEMENT.

Addendum No. 1
Buckeye Park-n-Ride Expansion
IFB #2022001

Buckeye Park-n-Ride Expansion
Contract No. 2022001
Combs Construction Company, Inc.

SOLICITATION ADDENDUM ACKNOWLEDGEMENT

IFB #2022001

ADDENDUM NO. 1

ADDENDUM ISSUE DATE: September 15, 2021

Bidder certifies that Bidder has read, understands, and will fully and faithfully comply with this Invitation to Bid, its attachments and any referenced documents. Bidder also certifies that this offer was independently developed without consultation with any of the other Bidders or potential Bidders.

Name of Company: Combs Construction Company, Inc.

Authorized Signature: [Signature]

Print Name and Title: Ryan Combs, President

Date: 9/23/21

Address: PO Box 10789

City, State, Zip Code: Glendale, AZ 85318

Telephone Number: 602-237-4029

Email Address: felicia@combsaz.com

TITLE 29 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

Contents

§3.1 Purpose and scope.

§3.2 Definitions.

§3.3 Weekly statement with respect to payment of wages.

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

§3.7 Applications for the approval of the Secretary of Labor.

§3.8 Action by the Secretary of Labor upon applications.

§3.9 Prohibited payroll deductions.

§3.10 Methods of payment of wages.

§3.11 Regulations part of contract.

Authority: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14 of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 3145; Secretary's Order 01-2014 (Dec. 19, 2014), 79 FR 77527 (Dec. 24, 2014).

Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

§3.1 Purpose and scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages*, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/index.htm> or its successor site.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008; 82 FR 2224, Jan. 9, 2017]

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1235-0008)

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

TITLE 29 PART 5—LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)

Section Contents

Subpart A—Davis-Bacon and Related Acts Provisions and Procedures

- §5.1 Purpose and scope.
- §5.2 Definitions.
- §§5.3-5.4 [Reserved]
- §5.5 Contract provisions and related matters.
- §5.6 Enforcement.
- §5.7 Reports to the Secretary of Labor
- §5.8 Liquidated damages under the Contract Work Hours and Safety Standards Act.
- §5.9 Suspension of funds.
- §5.10 Restitution, criminal action.
- §5.11 Disputes concerning payment of wages.
- §5.12 Debarment proceedings.
- §5.13 Rulings and interpretations.
- §5.14 Variations, tolerances, and exemptions from parts 1 and 3 of this subtitle and this part.
- §5.15 Limitations, variations, tolerances, and exemptions under the Contract Work Hours and Safety Standards Act.
- §5.16 Training plans approved or recognized by the Department of Labor prior to August 20, 1975.
- §5.17 Withdrawal of approval of a training program.

Subpart B—Interpretation of the Fringe Benefits Provisions of the Davis-Bacon Act

- §5.20 Scope and significance of this subpart.
- §5.21 [Reserved]
- §5.22 Effect of the Davis-Bacon fringe benefits provisions.
- §5.23 The statutory provisions.
- §5.24 The basic hourly rate of pay.
- §5.25 Rate of contribution or cost for fringe benefits.
- §5.26 “* * * contribution irrevocably made * * * to a trustee or to a third person”.
- §5.27 “* * * fund, plan, or program”.
- §5.28 Unfunded plans.
- §5.29 Specific fringe benefits.
- §5.30 Types of wage determinations.
- §5.31 Meeting wage determination obligations.
- §5.32 Overtime payments.

Authority: 5 U.S.C. 301; R.S. 161, 64 Stat. 1267; Reorganization Plan No. 14 of 1950, 5 U.S.C. appendix; 40 U.S.C. 3141 et seq.; 40 U.S.C. 3145; 40 U.S.C. 3148; 40 U.S.C. 3701 et seq.; and the laws listed in 5.1(a) of this part; Secretary's Order No. 01-2014 (Dec. 19, 2014), 79 FR 77527 (Dec. 24, 2014); 28 U.S.C. 2461 note (Federal Civil Penalties Inflation Adjustment Act of 1990); Pub. L. 114-74 at §701, 129 Stat 584.

Source: 48 FR 19541, Apr. 29, 1983, unless otherwise noted.

Subpart A—Davis-Bacon and Related Acts Provisions and Procedures

Source: 48 FR 19540, Apr, 29, 1983, unless otherwise noted.

Editorial Note: Nomenclature changes to subpart A of part 5 appear at 61 FR 19984, May 3, 1996.

§5.1 Purpose and scope.

(a) The regulations contained in this part are promulgated under the authority conferred upon the Secretary of Labor by Reorganization Plan No. 14 of 1950 and the Copeland Act in order to coordinate the administration and enforcement of the labor standards provisions of each of the following acts by the Federal agencies responsible for their administration and of such additional statutes as may from time to time confer upon the Secretary of Labor additional duties and responsibilities similar to those conferred upon the Secretary of Labor under Reorganization Plan No. 14 of 1950:

1. The Davis-Bacon Act (sec. 1-7, 46 Stat. 1949, as amended; Pub. L. 74-403, 40 U.S.C. 276a-276a-7).
2. Copeland Act (40 U.S.C. 276c).
3. The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).
4. National Housing Act (sec. 212 added to c. 847, 48 Stat. 1246, by sec. 14, 53 Stat. 807; 12 U.S.C. 1715c and repeatedly amended).
5. Housing Act of 1950 (college housing) (amended by Housing Act of 1959 to add labor provisions, 73 Stat. 681; 12 U.S.C. 1749a(f)).
6. Housing Act of 1959 (sec. 401(f) of the Housing Act of 1950 as amended by Pub. L. 86-372, 73 Stat. 681; 12 U.S.C. 1701q(c)(3)).
7. Commercial Fisheries Research and Development Act of 1964 (sec. 7, 78 Stat. 199; 16 U.S.C. 779e(b)).
8. Library Services and Construction Act (sec. 7(a), 78 Stat. 13; 20 U.S.C. 355c(a)(4), as amended).
9. National Technical Institute for the Deaf Act (sec. 5(b)(5), 79 Stat. 126; 20 U.S.C. 684(b)(5)).
10. National Foundation on the Arts and Humanities Act of 1965 (sec. 5(k), 79 Stat. 846 as amended; 20 U.S.C. 954(j)).
11. Elementary and Secondary Education Act of 1965 as amended by Elementary and Secondary and other Education Amendments of 1969 (sec. 423 as added by Pub. L. 91-230, title IV, sec. 401(a)(10), 84 Stat. 169, and renumbered sec. 433, by Pub. L. 92-318; title III, sec. 301(a)(1), 86 Stat. 326; 20 U.S.C. 1232(b)). Under the amendment coverage is extended to all programs administered by the Commissioner of Education.
12. The Federal-Aid Highway Acts (72 Stat. 895, as amended by 82 Stat. 821; 23 U.S.C. 113, as amended by the Surface Transportation Assistance Act of 1982, Pub. L. 97-424).
13. Indian Self-Determination and Education Assistance Act (sec. 7, 88 Stat. 2205; 25 U.S.C. 450e).
14. Indian Health Care Improvement Act (sec. 303(b), 90 Stat. 1407; 25 U.S.C. 1633(b)).
15. Rehabilitation Act of 1973 (sec. 306(b)(5) 87 Stat. 384, 29 U.S.C. 776(b)(5)).
16. Comprehensive Employment and Training Act of 1973 (sec. 606, 87 Stat. 880, renumbered sec. 706 by 88 Stat. 1845; 29 U.S.C. 986; also sec. 604, 88 Stat. 1846; 29 U.S.C. 964(b)(3)).
17. State and Local Fiscal Assistance Act of 1972 (sec. 123(a)(6), 86 Stat. 933; 31 U.S.C. 1246(a)(6)).
18. Federal Water Pollution Control Act (sec. 513 of sec. 2, 86 Stat. 894; 33 U.S.C. 1372).

19. Veterans Nursing Home Care Act of 1964 (78 Stat. 502, as amended; 38 U.S.C. 5035(a)(8)).
20. Postal Reorganization Act (sec. 410(b)(4)(C); 84 Stat. 726 as amended; 39 U.S.C. 410(b)(4)(C)).
21. National Visitors Center Facilities Act of 1966 (sec. 110, 32 Stat. 45; 40 U.S.C. 808).
22. Appalachian Regional Development Act of 1965 (sec. 402, 79 Stat. 21; 40 U.S.C. App. 402).
23. Health Services Research, Health Statistics, and Medical Libraries Act of 1974 (sec. 107, see sec. 308(h)(2) thereof, 88 Stat. 370, as amended by 90 Stat. 378; 42 U.S.C. 242m(h)(2)).
24. Hospital Survey and Construction Act, as amended by the Hospital and Medical Facilities Amendments of 1964 (sec. 605(a)(5), 78 Stat. 453; 42 U.S.C. 291e(a)(5)).
25. Health Professions Educational Assistance Act (sec. 303(b), 90 Stat. 2254; 42 U.S.C. 293a(g)(1)(C); also sec. 308a, 90 Stat. 2258, 42 U.S.C. 293a(c)(7)).
26. Nurse Training Act of 1964 (sec. 941(a)(1)(C), 89 Stat. 384; 42 U.S.C. 296a(b)(5)).
27. Heart Disease, Cancer, and Stroke Amendments of 1965 (sec. 904, as added by sec. 2, 79 Stat. 928; 42 U.S.C. 299d(b)(4)).
28. Safe Drinking Water Act (sec. 2(a) see sec. 1450e thereof, 88 Stat. 1691; 42 U.S.C. 300j-9(e)).
29. National Health Planning and Resources Act (sec. 4, see sec. 1604(b)(1)(H), 88 Stat. 2261, 42 U.S.C. 300o-3(b)(1)(H)).
30. U.S. Housing Act of 1937, as amended and recodified (88 Stat. 667; 42 U.S.C. 1437j).
31. Demonstration Cities and Metropolitan Development Act of 1966 (secs. 110, 311, 503, 1003, 80 Stat. 1259, 1270, 1277, 1284; 42 U.S.C. 3310; 12 U.S.C. 1715c; 42 U.S.C. 1437j).
32. Slum clearance program: Housing Act of 1949 (sec. 109, 63 Stat. 419, as amended; 42 U.S.C. 1459).
33. Farm housing: Housing Act of 1964 (adds sec. 516(f) to Housing Act of 1949 by sec. 503, 78 Stat. 797; 42 U.S.C. 1486(f)).
34. Housing Act of 1961 (sec. 707, added by sec. 907, 79 Stat. 496, as amended; 42 U.S.C. 1500c-3).
35. Defense Housing and Community Facilities and Services Act of 1951 (sec. 310, 65 Stat. 307; 42 U.S.C. 1592i).
36. Special Health Revenue Sharing Act of 1975 (sec. 303, see sec. 222(a)(5) thereof, 89 Stat. 324; 42 U.S.C. 2689j(a)(5)).
37. Economic Opportunity Act of 1964 (sec. 607, 78 Stat. 532; 42 U.S.C. 2947).
38. Headstart, Economic Opportunity, and Community Partnership Act of 1974 (sec. 11, see sec. 811 thereof, 88 Stat. 2327; 42 U.S.C. 2992a).
39. Housing and Urban Development Act of 1965 (sec. 707, 79 Stat. 492 as amended; 42 U.S.C. 3107).
40. Older Americans Act of 1965 (sec. 502, Pub. L. 89-73, as amended by sec. 501, Pub. L. 93-29; 87 Stat. 50; 42 U.S.C. 3041a(a)(4)).
41. Public Works and Economic Development Act of 1965 (sec. 712; 79 Stat. 575 as amended; 42 U.S.C. 3222).
42. Juvenile Delinquency Prevention Act (sec. 1, 86 Stat. 536; 42 U.S.C. 3884).
43. New Communities Act of 1968 (sec. 410, 82 Stat. 516; 42 U.S.C. 3909).
44. Urban Growth and New Community Development Act of 1970 (sec. 727(f), 84 Stat. 1803; 42 U.S.C. 4529).
45. Domestic Volunteer Service Act of 1973 (sec. 406, 87 Stat. 410; 42 U.S.C. 5046).

46. Housing and Community Development Act of 1974 (secs. 110, 802(g), 88 Stat. 649, 724; 42 U.S.C. 5310, 1440(g)).
47. Developmentally Disabled Assistance and Bill of Rights Act (sec. 126(4), 89 Stat. 488; 42 U.S.C. 6042(4); title I, sec. 111, 89 Stat. 491; 42 U.S.C. 6063(b)(19)).
48. National Energy Conservation Policy Act (sec. 312, 92 Stat. 3254; 42 U.S.C. 6371j).
49. Public Works Employment Act of 1976 (sec. 109, 90 Stat. 1001; 42 U.S.C. 6708; also sec. 208, 90 Stat. 1008; 42 U.S.C. 6728).
50. Energy Conservation and Production Act (sec. 451(h), 90 Stat. 1168; 42 U.S.C. 6881(h)).
51. Solid Waste Disposal Act (sec. 2, 90 Stat. 2823; 42 U.S.C. 6979).
52. Rail Passenger Service Act of 1970 (sec. 405d, 84 Stat. 1337; 45 U.S.C. 565(d)).
53. Urban Mass Transportation Act of 1964 (sec. 10, 78 Stat. 307; renumbered sec. 13 by 88 Stat. 715; 49 U.S.C. 1609).
54. Highway Speed Ground Transportation Study (sec. 6(b), 79 Stat. 893; 49 U.S.C. 1636(b)).
55. Airport and Airway Development Act of 1970 (sec. 22(b), 84 Stat. 231; 49 U.S.C. 1722(b)).
56. Federal Civil Defense Act of 1950 (50 U.S.C. App. 2281i).
57. National Capital Transportation Act of 1965 (sec. 3(b)(4), 79 Stat. 644; 40 U.S.C. 682(b)(4)).
- Note. Repealed December 9, 1969, and labor standards incorporated in sec. 1-1431 of the District of Columbia Code).
58. Model Secondary School for the Deaf Act (sec. 4, 80 Stat. 1027, Pub. L. 89-694, but not in the United States Code).
59. Delaware River Basin Compact (sec. 15.1, 75 Stat. 714, Pub. L. 87-328) (considered a statute for purposes of the plan but not in the United States Code).
60. Energy Security Act (sec. 175(c), Pub. L. 96-294, 94 Stat. 611; 42 U.S.C. 8701 note).

(b) Part 1 of this subtitle contains the Department's procedural rules governing requests for wage determinations and the issuance and use of such wage determinations under the Davis-Bacon Act and its related statutes as listed in that part.

§5.2 Definitions.

(a) The term Secretary includes the Secretary of Labor, the Deputy Under Secretary for Employment Standards, and their authorized representatives.

(b) The term Administrator means the Administrator of the Wage and Hour Division, U.S. Department of Labor, or authorized representative.

(c) The term Federal agency means the agency or instrumentality of the United States which enters into the contract or provides assistance through loan, grant, loan guarantee or insurance, or otherwise, to the project subject to a statute listed in §5.1.

(d) The term Agency Head means the principal official of the Federal agency and includes those persons duly authorized to act in the behalf of the Agency Head.

(e) The term Contracting Officer means the individual, a duly appointed successor, or authorized representative who is designated and authorized to enter into contracts on behalf of the Federal agency.

(f) The term labor standards as used in this part means the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act (other than those relating to safety and health), the Copeland Act, and the prevailing wage provisions of the other statutes listed in §5.1, and the regulations in parts 1 and 3 of this subtitle and this part.

(g) The term United States or the District of Columbia means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the foregoing departments, establishments, agencies, instrumentalities, and including nonappropriated fund instrumentalities.

(h) The term contract means any prime contract which is subject wholly or in part to the labor standards provisions of any of the acts listed in §5.1 and any subcontract of any tier thereunder, let under the prime contract. A State or local Government is not regarded as a contractor under statutes providing loans, grants, or other Federal assistance in situations where construction is performed by its own employees. However, under statutes requiring payment of prevailing wages to all laborers and mechanics employed on the assisted project, such as the U.S. Housing Act of 1937, State and local recipients of Federal-aid must pay these employees according to Davis-Bacon labor standards.

(i) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

(j) The terms construction, prosecution, completion, or repair mean the following:

(1) All types of work done on a particular building or work at the site thereof, including work at a facility which is deemed a part of the site of the work within the meaning of (paragraph (l) of this section by laborers and mechanics employed by a construction contractor or construction subcontractor (or, under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996, all work done in the construction or development of the project), including without limitation—

(i) Altering, remodeling, installation (where appropriate) on the site of the work of items fabricated off-site;

(ii) Painting and decorating;

(iii) Manufacturing or furnishing of materials, articles, supplies or equipment on the site of the building or work (or, under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996 in the construction or development of the project);

(iv)(A) Transportation between the site of the work within the meaning of paragraph (l)(1) of this section and a facility which is dedicated to the construction of the building or work and deemed a part of the site of the work within the meaning of paragraph (l)(2) of this section; and

(B) Transportation of portion(s) of the building or work between a site where a significant portion of such building or work is constructed, which is a part of the site of the work within the meaning of paragraph (l)(1) of this section, and the physical place or places where the building or work will remain.

(2) Except for laborers and mechanics employed in the construction or development of the project under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996, and except as provided in paragraph (j)(1)(iv)(A) of this section, the transportation of materials or supplies to or from the site of the work by employees of the construction contractor or a construction subcontractor is not “construction, prosecution, completion, or repair” (see Building and Construction Trades Department, AFL-CIO v. United States Department of Labor Wage Appeals Board (Midway Excavators, Inc.), 932 F.2d 985 (D.C. Cir. 1991)).

(k) The term public building or public work includes building or work, the construction, prosecution, completion, or repair of which, as defined above, is carried on directly by authority of or with funds of a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

(l) The term site of the work is defined as follows:

(1) The site of the work is the physical place or places where the building or work called for in the contract will remain; and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (l)(3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc., are part of the site of the work, provided they are dedicated exclusively, or nearly so, to performance of the contract or project, and provided they are adjacent or virtually adjacent to the site of the work as defined in paragraph (l)(1) of this section;

(3) Not included in the site of the work are permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular Federal or federally assisted contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, etc., of a commercial or material supplier, which are established by a supplier of materials for the project before opening of bids and not on the site of the work as stated in paragraph (l)(1) of this section, are not included in the site of the work. Such permanent, previously established facilities are not part of the site of the work, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a contract.

(m) The term laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of this title are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of part 541, are laborers and mechanics for the time so spent.

(n) The terms apprentice, trainee, and helper are defined as follows:

(1) Apprentice means (i) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Bureau, or (ii) a person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice;

(2) Trainee means a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs and which has been so certified by that Administration.

(3) These provisions do not apply to apprentices and trainees employed on projects subject to 23 U.S.C. 113 who are enrolled in programs which have been certified by the Secretary of Transportation in accordance with 23 U.S.C. 113(c).

(4) A distinct classification of "helper" will be issued in wage determinations applicable to work performed on construction projects covered by the labor standards provisions of the Davis-Bacon and Related Acts only where:

(i) The duties of the helper are clearly defined and distinct from those of any other classification on the wage determination;

(ii) The use of such helpers is an established prevailing practice in the area; and

(iii) The helper is not employed as a trainee in an informal training program. A "helper" classification will be added to wage determinations pursuant to §5.5(a)(1)(ii)(A) only where, in addition, the work to be performed by the helper is not performed by a classification in the wage determination.

(o) Every person performing the duties of a laborer or mechanic in the construction, prosecution, completion, or repair of a public building or public work, or building or work financed in whole or in part by loans, grants, or guarantees from the United States is employed regardless of any contractual relationship alleged to exist between the contractor and such person.

(p) The term wages means the basic hourly rate of pay; any contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a bona fide fringe benefit fund, plan, or program; and the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing bona fide fringe benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan of program, which was communicated in writing to the laborers and mechanics affected. The fringe benefits enumerated in the Davis-Bacon Act

include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing; unemployment benefits; life insurance, disability insurance, sickness insurance, or accident insurance; vacation or holiday pay; defraying costs of apprenticeship or other similar programs; or other bona fide fringe benefits. Fringe benefits do not include benefits required by other Federal, State, or local law.

(q) The term wage determination includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision. The application of the wage determination shall be in accordance with the provisions of §1.6 of this title.

[48 FR 19541, Apr. 29, 1983, as amended at 48 FR 50313, Nov. 1, 1983; 55 FR 50149, Dec. 4, 1990; 57 FR 19206, May 4, 1992; 65 FR 69693, Nov. 20, 2000; 65 FR 80278, Dec. 20, 2000; 82 FR 2225, Jan. 9, 2017]

§§5.3-5.4 [Reserved]

§5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee

(e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the

apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any 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 §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(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 (b)(1) of this section, in the sum of \$26 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control No.
(a)(1)(ii)(B)	1235-0023
(a)(1)(ii)(C)	1235-0023
(a)(1)(iv)	1235-0023
(a)(3)(i)	1235-0023
(a)(3)(ii)(A)	1235-0023
	1235-0008
(c)	1235-0023

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 81 FR 43450, July 1, 2016; 82 FR 2225, 2226, Jan. 9, 2017; 83 FR 12, Jan 2, 2018]

§5.6 Enforcement.

(a)(1) It shall be the responsibility of the Federal agency to ascertain whether the clauses required by §5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in §5.1. Agencies which do not directly enter into such contracts shall promulgate the necessary regulations or procedures to require the recipient of the Federal assistance to insert in its contracts the provisions of §5.5. No payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency unless the agency insures that the clauses required by §5.5 and the appropriate wage determination of the Secretary of Labor are contained in such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency after the beginning of construction unless there is on file with the agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of §5.5 or unless there is on file with the agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

(2) Payrolls and Statements of Compliance submitted pursuant to §5.5(a)(3)(ii) shall be preserved by the Federal agency for a period of 3 years from the date of completion of the contract and shall be produced at the request of the Department of Labor at any time during the 3-year period.

(3) The Federal agency shall cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by §5.5 and the applicable statutes listed in §5.1. Investigations shall be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

(4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages and liquidated damages and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing Federal assistance to the contract, without requesting the permission and views of the Department of Labor.

(5) It is the policy of the Department of Labor to protect the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of an employee who makes a written or oral statement as a complaint or in the course of an investigation, as well as portions of the statement which would reveal the employee's identity, shall not be disclosed in any manner to anyone other than Federal officials without the prior consent of the employee. Disclosure of employee statements shall be governed by the provisions of the "Freedom of Information Act" (5 U.S.C. 552, see 29 CFR part 70) and the "Privacy Act of 1974" (5 U.S.C. 552a).

(b) The Administrator shall cause to be made such investigations as deemed necessary, in order to obtain compliance with the labor standards provisions of the applicable statutes listed in §5.1, or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes listed in §5.1. Federal agencies, contractors, subcontractors, sponsors, applicants, or owners shall cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigations. The findings of such an investigation, including amounts found due, may not be altered or reduced without the approval of the Department of Labor. Where the underpayments disclosed by such an investigation total \$1,000 or more, where there is reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act, that the contractor has disregarded its obligations to employees and subcontractors), or where liquidated damages may be assessed under the Contract Work Hours and Safety Standards Act, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation and any action taken by the contractor to correct the violative practices, including any payment of back wages. In other circumstances, the Federal agency will be furnished a letter of notification summarizing the findings of the investigation.

§5.7 Reports to the Secretary of Labor.

(a) Enforcement reports. (1) Where underpayments by a contractor or subcontractor total less than \$1,000, and where there is no reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act that the contractor

has disregarded its obligations to employees and subcontractors), and where restitution has been effected and future compliance assured, the Federal agency need not submit its investigative findings and recommendations to the Administrator, unless the investigation was made at the request of the Department of Labor. In the latter case, the Federal agency shall submit a factual summary report detailing any violations including any data on the amount of restitution paid, the number of workers who received restitution, liquidated damages assessed under the Contract Work Hours and Safety Standards Act, corrective measures taken (such as "letters of notice"), and any information that may be necessary to review any recommendations for an appropriate adjustment in liquidated damages under §5.8.

(2) Where underpayments by a contractor or subcontractor total \$1,000 or more, or where there is reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act, that the contractor has disregarded its obligations to employees and subcontractors), the Federal agency shall furnish within 60 days after completion of its investigation, a detailed enforcement report to the Administrator.

(b) Semi-annual enforcement reports. To assist the Secretary in fulfilling the responsibilities under Reorganization Plan No. 14 of 1950, Federal agencies shall furnish to the Administrator by April 30 and October 31 of each calendar year semi-annual reports on compliance with and enforcement of the labor standards provisions of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30, respectively. Such reports shall be prepared in the manner prescribed in memoranda issued to Federal agencies by the Administrator. This report has been cleared in accordance with FPMR 101-11.11 and assigned interagency report control number 1482-DOL-SA.

(c) Additional information. Upon request, the Agency Head shall transmit to the Administrator such information available to the Agency with respect to contractors and subcontractors, their contracts, and the nature of the contract work as the Administrator may find necessary for the performance of his or her duties with respect to the labor standards provisions referred to in this part.

(d) Contract termination. Where a contract is terminated by reason of violations of the labor standards provisions of the statutes listed in §5.1, a report shall be submitted promptly to the Administrator and to the Comptroller General (if the contract is subject to the Davis-Bacon Act), giving the name and address of the contractor or subcontractor whose right to proceed has been terminated, and the name and address of the contractor or subcontractor, if any, who is to complete the work, the amount and number of the contract, and the description of the work to be performed.

§5.8 Liquidated damages under the Contract Work Hours and Safety Standards Act.

(a) The Contract Work Hours and Safety Standards Act requires that laborers or mechanics shall be paid wages 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 any workweek. In the event of violation of this provision, the contractor and any subcontractor shall be liable for the unpaid wages and in addition for liquidated damages, computed with respect to each laborer or mechanic employed in violation of the Act in the amount of \$26 for each calendar day in the workweek on which such individual was required or permitted to work in excess of forty hours without payment of required overtime wages. Any contractor or subcontractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the head of the agency of the United States (or the territory of District of Columbia, as appropriate) for which the contract work was performed or for which financial assistance was provided.

(b) Findings and recommendations of the Agency Head. The Agency Head has the authority to review the administrative determination of liquidated damages and to issue a final order affirming the determination. It is not necessary to seek the concurrence of the Administrator but the Administrator shall be advised of the action taken. Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, and the amount of the liquidated damages computed for the contract is in excess of \$500, the Agency Head may make recommendations to the Secretary that an appropriate adjustment in liquidated damages be made or that the contractor or subcontractor be relieved of liability for such liquidated damages. Such findings with respect to liquidated damages shall include findings with respect to any wage underpayments for which the liquidated damages are determined.

(c) The recommendations of the Agency Head for adjustment or relief from liquidated damages under paragraph (a) of this section shall be reviewed by the Administrator or an authorized representative who shall issue an order concurring in the recommendations, partially concurring in the recommendations, or rejecting the recommendations, and the reasons therefor. The order shall be the final decision of the Department of Labor, unless a petition for review is filed pursuant to part 7 of this title, and the Administrative Review Board in its discretion reviews such decision and order; or, with respect to contracts subject to the Service Contract Act, unless petition for review is filed pursuant to part 8 of this title, and the Administrative Review Board in its discretion reviews such decision and order.

(d) Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due under section 104(a) of the Contract Work Hours and Safety Standards Act for a contract is \$500 or less and the Agency Head finds that the sum of liquidated damages is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Contract Work Hours and Safety Standards Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, an appropriate adjustment may be made in such liquidated damages or the contractor or subcontractor may be relieved of liability for such liquidated damages without submitting recommendations to this effect or a report to the Department of Labor. This delegation of authority is made under section 105 of the Contract Work Hours and Safety Standards Act and has been found to be necessary and proper in the public interest to prevent undue hardship and to avoid serious impairment of the conduct of Government business.

[48 FR 19541, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 51 FR 13496, Apr. 21, 1986; 81 FR 43450, July 1, 2016; 83 FR 12, Jan. 2, 2018]

§5.9 Suspension of funds.

In the event of failure or refusal of the contractor or any subcontractor to comply with the labor standards clauses contained in §5.5 and the applicable statutes listed in §5.1, the Federal agency, upon its own action or upon written request of an authorized representative of the Department of Labor, shall take such action as may be necessary to cause the suspension of the payment, advance or guarantee of funds until such time as the violations are discontinued or until sufficient funds are withheld to compensate employees for the wages to which they are entitled and to cover any liquidated damages which may be due.

§5.10 Restitution, criminal action.

(a) In cases other than those forwarded to the Attorney General of the United States under paragraph (b), of this section, where violations of the labor standards clauses contained in §5.5 and the applicable statutes listed in §5.1 result in underpayment of wages to employees, the Federal agency or an authorized representative of the Department of Labor shall request that restitution be made to such employees or on their behalf to plans, funds, or programs for any type of bona fide fringe benefits within the meaning of section 1(b)(2) of the Davis-Bacon Act.

(b) In cases where the Agency Head or the Administrator finds substantial evidence that such violations are willful and in violation of a criminal statute, the matter shall be forwarded to the Attorney General of the United States for prosecution if the facts warrant. In all such cases the Administrator shall be informed simultaneously of the action taken.

§5.11 Disputes concerning payment of wages.

(a) This section sets forth the procedure for resolution of disputes of fact or law concerning payment of prevailing wage rates, overtime pay, or proper classification. The procedures in this section may be initiated upon the Administrator's own motion, upon referral of the dispute by a Federal agency pursuant to §5.5(a)(9), or upon request of the contractor or subcontractor(s).

(b)(1) In the event of a dispute described in paragraph (a) of this section in which it appears that relevant facts are at issue, the Administrator will notify the affected contractor and subcontractor(s) (if any), by registered or certified mail to the last known address, of the investigation findings. If the Administrator determines that there is reasonable cause to believe that the contractor and/or subcontractor(s) should also be subject to debarment under the Davis-Bacon Act or §5.12(a)(1), the letter will so indicate.

(2) A contractor and/or subcontractor desiring a hearing concerning the Administrator's investigative findings shall request such a hearing by letter postmarked within 30 days of the date of the Administrator's letter. The request shall set forth those findings which are in dispute and the reasons therefor, including any affirmative defenses, with respect to the violations and/or debarment, as appropriate.

(3) Upon receipt of a timely request for a hearing, the Administrator shall refer the case to the Chief Administrative Law Judge by Order of Reference, to which shall be attached a copy of the letter from the Administrator and response thereto, for designation of an Administrative Law Judge to conduct such hearings as may be necessary to resolve the disputed matters. The hearing shall be conducted in accordance with the procedures set forth in 29 CFR part 6.

(c)(1) In the event of a dispute described in paragraph (a) of this section in which it appears that there are no relevant facts at issue, and where there is not at that time reasonable cause to institute debarment proceedings under §5.12, the Administrator shall notify the contractor and subcontractor(s) (if any), by registered or certified mail to the last known address, of the investigation findings, and shall issue a ruling on any issues of law known to be in dispute.

(2)(i) If the contractor and/or subcontractor(s) disagree with the factual findings of the Administrator or believe that there are relevant facts in dispute, the contractor or subcontractor(s) shall so advise the Administrator by letter postmarked within 30 days of the date of the Administrator's letter. In the response, the contractor and/or subcontractor(s) shall explain in detail the facts alleged to be in dispute and attach any supporting documentation.

(ii) Upon receipt of a response under paragraph (c)(2)(i) of this section alleging the existence of a factual dispute, the Administrator shall examine the information submitted. If the Administrator determines that there is a relevant issue of fact, the Administrator shall refer the case to the Chief Administrative Law Judge in accordance with paragraph (b)(3) of this section. If the Administrator determines that there is no relevant issue of fact, the Administrator shall so rule and advise the contractor and subcontractor(s) (if any) accordingly.

(3) If the contractor and/or subcontractor(s) desire review of the ruling issued by the Administrator under paragraph (c)(1) or (2) of this section, the contractor and/or subcontractor(s) shall file a petition for review thereof with the Administrative Review Board within 30 days of the date of the ruling, with a copy thereof the Administrator. The petition for review shall be filed in accordance with part 7 of this title.

(d) If a timely response to the Administrator's findings or ruling is not made or a timely petition for review is not filed, the Administrator's findings and/or ruling shall be final, except that with respect to debarment under the Davis-Bacon Act, the Administrator shall advise the Comptroller General of the Administrator's recommendation in accordance with §5.12(a)(1). If a timely response or petition for review is filed, the findings and/or ruling of the Administrator shall be inoperative unless and until the decision is upheld by the Administrative Law Judge or the Administrative Review Board.

§5.12 Debarment proceedings.

(a)(1) Whenever any contractor or subcontractor is found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of any of the applicable statutes listed in §5.1 other than the Davis-Bacon Act, such contractor or subcontractor or any firm, corporation, partnership, or association in which such contractor or subcontractor has a substantial interest shall be ineligible for a period not to exceed 3 years (from the date of publication by the Comptroller General of the name or names of said contractor or subcontractor on the ineligible list as provided below) to receive any contracts or subcontracts subject to any of the statutes listed in §5.1.

(2) In cases arising under contracts covered by the Davis-Bacon Act, the Administrator shall transmit to the Comptroller General the names of the contractors or subcontractors and their responsible officers, if any (and any firms in which the contractors or subcontractors are known to have an interest), who have been found to have disregarded their obligations to employees, and the recommendation of the Secretary of Labor or authorized representative regarding debarment. The Comptroller General will distribute a list to all Federal agencies giving the names of such ineligible person or firms, who shall be ineligible to be awarded any contract or subcontract of the United States or the District of Columbia and any contract or subcontract subject to the labor standards provisions of the statutes listed in §5.1.

(b)(1) In addition to cases under which debarment action is initiated pursuant to §5.11, whenever as a result of an investigation conducted by the Federal agency or the Department of Labor, and where the Administrator finds reasonable cause to believe that a contractor or subcontractor has committed willful or aggravated violations of the labor standards provisions of any of the statutes listed in §5.1 (other than the Davis-Bacon Act), or has committed violations of the Davis-Bacon Act which constitute a disregard of its obligations to employees or subcontractors under section 3(a) thereof, the Administrator shall notify by registered or certified mail to the last known address, the contractor or subcontractor and its responsible officers, if any (and any firms in which the contractor or subcontractor are known to have a substantial interest), of the finding. The Administrator shall afford such contractor or subcontractor and any other parties notified an opportunity for a hearing as to whether debarment action should be taken under paragraph (a)(1) of this section or section 3(a) of the Davis-Bacon Act. The Administrator shall furnish to those notified a summary of the investigative findings. If the contractor or subcontractor or any other parties notified wish to request a hearing as to whether debarment action should be taken, such a request shall be made by letter postmarked within 30 days of the date of the letter from the Administrator, and shall set forth any findings which are in dispute and the reasons therefor, including any affirmative defenses to be raised. Upon receipt of such request for a hearing, the Administrator shall refer the case to the Chief Administrative Law Judge by Order of Reference, to which shall be attached a copy of the letter from the Administrator and the response thereto, for designation of an Administrative Law Judge to conduct such hearings as may be necessary to determine the matters in dispute. In considering debarment under any of the statutes listed in §5.1 other than the Davis-Bacon Act, the Administrative Law Judge shall issue an order concerning whether the contractor or subcontractor is to be debarred in accordance with paragraph (a)(1) of this section. In considering debarment under the Davis-Bacon Act, the Administrative Law Judge shall issue a recommendation as to whether the contractor or subcontractor should be debarred under section 3(a) of the Act.

(2) Hearings under this section shall be conducted in accordance with 29 CFR part 6. If no hearing is requested within 30 days of receipt of the letter from the Administrator, the Administrator's findings shall be final, except with respect to recommendations regarding debarment under the Davis-Bacon Act, as set forth in paragraph (a)(2) of this section.

(c) Any person or firm debarred under paragraph (a)(1) of this section may in writing request removal from the debarment list after six months from the date of publication by the Comptroller General of such person or firm's name on the ineligible list. Such a request should be directed to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210, and shall contain a full explanation of the reasons why such person or firm should be removed from the ineligible list. In cases where the contractor or subcontractor failed to make full restitution to all underpaid employees, a request for removal will not be considered until such underpayments are made. In all other cases, the Administrator will examine the facts and circumstances surrounding the violative practices which caused the debarment, and issue a decision as to whether or not such person or firm has demonstrated a current responsibility to comply with the labor standards provisions of the statutes listed in §5.1, and therefore should be removed from the ineligible list. Among the factors to be considered in reaching such a decision are the severity of the violations, the contractor or subcontractor's attitude towards compliance, and the past compliance history of the firm. In no case will such removal be effected unless the Administrator determines after an investigation that such person or firm is in compliance with the labor standards provisions applicable to Federal contracts and Federally assisted construction work subject to any of the applicable statutes listed in §5.1 and other labor statutes providing wage protection, such as the Service Contract Act, the Walsh-Healey Public Contracts Act, and the Fair Labor Standards Act. If the request for removal is denied, the person or firm may petition for review by the Administrative Review Board pursuant to 29 CFR part 7.

(d)(1) Section 3(a) of the Davis-Bacon Act provides that for a period of three years from date of publication on the ineligible list, no contract shall be awarded to any persons or firms placed on the list as a result of a finding by the Comptroller General that such persons or firms have disregarded obligations to employees and subcontractors under that Act, and further, that no contract shall be awarded to "any firm, corporation, partnership, or association in which such persons or firms have an interest." Paragraph (a)(1) of this section similarly provides that for a period not to exceed three years from date of publication on the ineligible list, no contract subject to any of the statutes listed in §5.1 shall be awarded to any contractor or subcontractor on the ineligible list pursuant to that paragraph, or to "any firm, corporation, partnership, or association" in which such contractor or subcontractor has a "substantial interest." A finding as to whether persons or firms whose names appear on the ineligible list have an interest (or a substantial interest, as appropriate) in any other firm, corporation, partnership, or association, may be made through investigation, hearing, or otherwise.

(2)(i) The Administrator, on his/her own motion or after receipt of a request for a determination pursuant to paragraph (d)(3) of this section may make a finding on the issue of interest (or substantial interest, as appropriate).

(ii) If the Administrator determines that there may be an interest (or substantial interest, as appropriate), but finds that there is insufficient evidence to render a final ruling thereon, the Administrator may refer the issue to the Chief Administrative Law Judge in accordance with paragraph (d)(4) of this section.

(iii) If the Administrator finds that no interest (or substantial interest, as appropriate) exists, or that there is not sufficient information to warrant the initiation of an investigation, the requesting party, if any, will be so notified and no further action taken.

(iv)(A) If the Administrator finds that an interest (or substantial interest, as appropriate) exists, the person or firm affected will be notified of the Administrator's finding (by certified mail to the last known address), which shall include the reasons therefor, and such person or firm shall be afforded an opportunity to request that a hearing be held to render a decision on the issue.

(B) Such person or firm shall have 20 days from the date of the Administrator's ruling to request a hearing. A detailed statement of the reasons why the Administrator's ruling is in error, including facts alleged to be in dispute, if any, shall be submitted with the request for a hearing.

(C) If no hearing is requested within the time mentioned in paragraph (d)(2)(iv)(B) of this section, the Administrator's finding shall be final and the Administrator shall so notify the Comptroller General. If a hearing is requested, the ruling of the Administrator shall be inoperative unless and until the administrative law judge or the Administrative Review Board issues an order that there is an interest (or substantial interest, as appropriate).

(3)(i) A request for a determination of interest (or substantial interest, as appropriate), may be made by any interested party, including contractors or prospective contractors and associations of contractor's representatives of employees, and interested Government agencies. Such a request shall be submitted in writing to the Administrator, Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210.

(ii) The request shall include a statement setting forth in detail why the petitioner believes that a person or firm whose name appears on the debarred bidders list has an interest (or a substantial interest, as appropriate) in any firm, corporation, partnership, or association which is seeking or has been awarded a contract of the United States or the District of Columbia, or which is subject to any of the statutes listed in §5.1. No particular form is prescribed for the submission of a request under this section.

(4) Referral to the Chief Administrative Law Judge. The Administrator, on his/her own motion under paragraph (d)(2)(ii) of this section or upon a request for hearing where the Administrator determines that relevant facts are in dispute, will by order refer the issue to the Chief Administrative Law Judge, for designation of an Administrative Law Judge who shall conduct such hearings as may be necessary to render a decision solely on the issue of interest (or substantial interest, as appropriate). Such proceedings shall be conducted in accordance with the procedures set forth at 29 CFR part 6.

(5) Referral to the Administrative Review Board. If the person or firm affected requests a hearing and the Administrator determines that relevant facts are not in dispute, the Administrator will refer the issue and the record compiled thereon to the Administrative Review Board to render a decision solely on the issue of interest (or substantial interest, as appropriate). Such proceeding shall be conducted in accordance with the procedures set forth at 29 CFR part 7.

[48 FR 19541, Apr. 29, 1983, as amended at 48 FR 50313, Nov. 1, 1983; 82 FR 2226, Jan. 9, 2017]

§5.13 Rulings and interpretations.

All questions relating to the application and interpretation of wage determinations (including the classifications therein) issued pursuant to part 1 of this subtitle, of the rules contained in this part and in parts 1 and 3, and of the labor standards provisions of any of the statutes listed in §5.1 shall be referred to the Administrator for appropriate ruling or interpretation. The rulings and interpretations shall be authoritative and those under the Davis-Bacon Act may be relied upon as provided for in section 10 of the Portal-to-Portal Act of 1947 (29 U.S.C. 259). Requests for such rulings and interpretations should be addressed to the Administrator, Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210.

[82 FR 2226, Jan. 9, 2017]

§5.14 Variations, tolerances, and exemptions from parts 1 and 3 of this subtitle and this part.

The Secretary of Labor may make variations, tolerances, and exemptions from the regulatory requirements of this part and those of parts 1 and 3 of this subtitle whenever the Secretary finds that such action is necessary and proper in the public interest or to prevent injustice and undue hardship. Variations, tolerances, and exemptions may not be made from the statutory requirements of any of the statutes listed in §5.1 unless the statute specifically provides such authority.

§5.15 Limitations, variations, tolerances, and exemptions under the Contract Work Hours and Safety Standards Act.

(a) General. Upon his or her own initiative or upon the request of any Federal agency, the Secretary of Labor may provide under section 105 of the Contract Work Hours and Safety Standards Act reasonable limitations and allow variations, tolerances, and exemptions to and from any or all provisions of that Act whenever the Secretary finds such action to be necessary and proper in the public interest to prevent injustice, or undue hardship, or to avoid serious impairment of the conduct of Government business. Any request for such action by the Secretary shall be submitted in writing, and shall set forth the reasons for which the request is made.

(b) Exemptions. Pursuant to section 105 of the Contract Work Hours and Safety Standards Act, the following classes of contracts are found exempt from all provisions of that Act in order to prevent injustice, undue hardship, or serious impairment of Government business:

(1) Contract work performed in a workplace within a foreign country or within territory under the jurisdiction of the United States other than the following: A State of the United States; the District of Columbia; Puerto Rico; the Virgin Islands; Outer Continental Shelf lands defined in the Outer Continental Shelf Lands Act (ch. 345, 67 Stat. 462); American Samoa; Guam; Wake Island; Eniwetok Atoll; Kwajalein Atoll; and Johnston Island.

(2) Agreements entered into by or on behalf of the Commodity Credit Corporation providing for the storing in or handling by commercial warehouses of wheat, corn, oats, barley, rye, grain sorghums, soybeans, flaxseed, rice, naval stores, tobacco, peanuts, dry beans, seeds, cotton, and wool.

(3) Sales of surplus power by the Tennessee Valley Authority to States, counties, municipalities, cooperative organization of citizens or farmers, corporations and other individuals pursuant to section 10 of the Tennessee Valley Authority Act of 1933 (16 U.S.C. 8311).

(c) Tolerances. (1) The "basic rate of pay" under section 102 of the Contract Work Hours and Safety Standards Act may be computed as an hourly equivalent to the rate on which time-and-one-half overtime compensation may be computed and paid under section 7 of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 207), as interpreted in part 778 of this title. This tolerance is found to be necessary and proper in the public interest in order to prevent undue hardship.

(2) Concerning the tolerance provided in paragraph (c)(1) of this section, the provisions of section 7(d)(2) of the Fair Labor Standards Act and §778.7 of this title should be noted. Under these provisions, payments for occasional periods when no work is performed, due to vacations, and similar causes are excludable from the "regular rate" under the Fair Labor Standards Act. Such payments, therefore, are also excludable from the "basic rate" under the Contract Work Hours and Safety Standards Act.

(3) See §5.8(c) providing a tolerance subdelegating authority to the heads of agencies to make appropriate adjustments in the assessment of liquidated damages totaling \$500 or less under specified circumstances.

(4)(i) Time spent in an organized program of related, supplemental instruction by laborers or mechanics employed under bona fide apprenticeship or training programs may be excluded from working time if the criteria prescribed in paragraphs (c)(4)(ii) and (iii) of this section are met.

(ii) The apprentice or trainee comes within the definition contained in §5.2(n).

(iii) The time in question does not involve productive work or performance of the apprentice's or trainee's regular duties.

(d) Variations. (1) In the event of failure or refusal of the contractor or any subcontractor to comply with overtime pay requirements of the Contract Work Hours and Safety Standards Act, if the funds withheld by Federal agencies for the violations are not sufficient to pay fully both the unpaid wages due laborers and mechanics and the liquidated damages due the United States, the available funds shall be used first to compensate the laborers and mechanics for the wages to which they are entitled (or an equitable portion thereof when the funds are not adequate for this purpose); and the balance, if any, shall be used for the payment of liquidated damages.

(2) In the performance of any contract entered into pursuant to the provisions of 38 U.S.C. 620 to provide nursing home care of veterans, no contractor or subcontractor under such contract shall be deemed in violation of section 102 of the Contract Work Hours and Safety Standards Act by virtue of failure to pay the overtime wages required by such section for work in excess of 40 hours in the workweek to any individual employed by an establishment which is an institution primarily engaged in the care of the sick, the aged, or the mentally ill or defective who reside on the premises if, pursuant to an agreement or understanding arrived at between the employer and the employee before performance of the work, a work period of 14 consecutive days is accepted in lieu of the workweek of 7 consecutive days for the purpose of overtime compensation and if such individual receives compensation for employment in excess of 8 hours in any workday and in excess of 80 hours in such 14-day period at a rate not less than 1 1/2 times the regular rate at which the individual is employed, computed in accordance with the requirements of the Fair Labor Standards Act of 1938, as amended.

(3) Any contractor or subcontractor performing on a government contract the principal purpose of which is the furnishing of fire fighting or suppression and related services, shall not be deemed to be in violation of section 102 of the Contract Work Hour and Safety Standards Act for failing to pay the overtime compensation required by section 102 of the Act in accordance with the basic rate of pay as defined in paragraph (c)(1) of this section, to any pilot or copilot of a fixed-wing or rotary-wing aircraft employed on such contract if:

(i) Pursuant to a written employment agreement between the contractor and the employee which is arrived at before performance of the work.

(A) The employee receives gross wages of not less than \$300 per week regardless of the total number of hours worked in any workweek, and

(B) Within any workweek the total wages which an employee receives are not less than the wages to which the employee would have been entitled in that workweek if the employee were paid the minimum hourly wage required under the contract pursuant to the provisions of the Service Contract Act of 1965 and any applicable wage determination issued thereunder for all hours worked, plus an additional premium payment of one-half times such minimum hourly wage for all hours worked in excess of 40 hours in the workweek;

(ii) The contractor maintains accurate records of the total daily and weekly hours of work performed by such employee on the government contract. In the event these conditions for the exemption are not met, the requirements of section 102 of the Contract Work Hours and Safety Standards Act shall be applicable to the contract from the date the contractor or subcontractor fails to satisfy the conditions until completion of the contract.

(Reporting and recordkeeping requirements in paragraph (d)(2) have been approved by the Office of Management and Budget under control numbers 1235-0023 and 1235-0018. Reporting and recordkeeping requirements in paragraph (d)(3)(ii) have been approved by the Office of Management and Budget under control number 1235-0018)

[48 FR 19541, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 61 FR 40716, Aug. 5, 1996; 82 FR 2226, Jan. 9, 2017]

§5.16 Training plans approved or recognized by the Department of Labor prior to August 20, 1975.

(a) Notwithstanding the provisions of §5.5(a)(4)(ii) relating to the utilization of trainees on Federal and federally assisted construction, no contractor shall be required to obtain approval of a training program which, prior to August 20, 1975, was approved by the Department of Labor for purposes of the Davis-Bacon and Related Acts, was established by agreement of organized labor and management and therefore recognized by the Department, and/or was recognized by the Department under Executive Order 11246, as amended. A copy of the program and evidence of its prior approval, if applicable shall be submitted to the Employment and Training Administration, which shall certify such prior approval or recognition of the program. In every other respect, the provisions of §5.5(a)(4)(ii)—including those relating to registration of trainees, permissible ratios, and wage rates to be paid—shall apply to these programs.

(b) Every trainee employed on a contract executed on and after August 20, 1975, in one of the above training programs must be individually registered in the program in accordance with Employment and Training Administration procedures, and must be paid at the rate specified in the program for the level of progress. Any such employee listed on the payroll at a trainee rate who is not registered and participating in a program certified by ETA pursuant to this section, or approved and certified by ETA pursuant to §5.5(a)(4)(ii), must be paid the wage rate determined by the Secretary of Labor for the classification of work actually performed. The ratio of trainees to journeymen shall not be greater than permitted by the terms of the program.

(c) In the event a program which was recognized or approved prior to August 20, 1975, is modified, revised, extended, or renewed, the changes in the program or its renewal must be approved by the Employment and Training Administration before they may be placed into effect.

§5.17 Withdrawal of approval of a training program.

If at any time the Employment and Training Administration determines, after opportunity for a hearing, that the standards of any program, whether it is one recognized or approved prior to August 20, 1975, or a program subsequently approved, have not been complied with, or that such a program fails to provide adequate training for participants, a contractor will no longer be permitted to utilize trainees at less than the predetermined rate for the classification of work actually performed until an acceptable program is approved.

Subpart B—Interpretation of the Fringe Benefits Provisions of the Davis-Bacon Act

Source: 29 FR 13465, Sept. 30, 1964, unless otherwise noted.

§5.20 Scope and significance of this subpart.

The 1964 amendments (Pub. L. 88-349) to the Davis-Bacon Act require, among other things, that the prevailing wage determined for Federal and federally-assisted construction include: (a) The basic hourly rate of pay; and (b) the amount contributed by the contractor or subcontractor for certain fringe benefits (or the cost to them of such benefits). The purpose of this subpart is to explain the provisions of these amendments. This subpart makes available in one place official interpretations of the fringe benefits provisions of the Davis-Bacon Act. These interpretations will guide the Department of Labor in carrying out its responsibilities under these provisions. These interpretations are intended also for the guidance of contractors, their associations, laborers and mechanics and their organizations, and local, State and Federal agencies, who may be concerned with these provisions of the law. The interpretations contained in this subpart are authoritative and may be relied upon as provided for in section 10 of the Portal-to-Portal Act of 1947 (29 U.S.C. 359). The omission to discuss a particular problem in this subpart or in interpretations supplementing it should not be taken to indicate the adoption of any position by the Secretary of Labor with respect to such problem or to constitute an administrative interpretation, practice, or

enforcement policy. Questions on matters not fully covered by this subpart may be referred to the Secretary for interpretation as provided in §5.12.

§5.21 [Reserved]

§5.22 Effect of the Davis-Bacon fringe benefits provisions.

The Davis-Bacon Act and the prevailing wage provisions of the related statutes listed in §1.1 of this subtitle confer upon the Secretary of Labor the authority to predetermine, as minimum wages, those wage rates found to be prevailing for corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the area in which the work is to be performed. See paragraphs (a) and (b) of §1.2 of this subtitle. The fringe benefits amendments enlarge the scope of this authority by including certain bona fide fringe benefits within the meaning of the terms “wages”, “scale of wages”, “wage rates”, “minimum wages” and “prevailing wages”, as used in the Davis-Bacon Act.

§5.23 The statutory provisions.

The fringe benefits provisions of the 1964 amendments to the Davis-Bacon Act are, in part, as follows:

(b) As used in this Act the term “wages”, “scale of wages”, “wage rates”, “minimum wages”, and “prevailing wages” shall include—

(1) The basic hourly rate of pay; and

(2) The amount of—

(A) The rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected,

for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other Federal, State, or local law to provide any of such benefits * * *.

§5.24 The basic hourly rate of pay.

“The basic hourly rate of pay” is that part of a laborer's or mechanic's wages which the Secretary of Labor would have found and included in wage determinations prior to the 1964 amendments. The Secretary of Labor is required to continue to make a separate finding of this portion of the wage. In general, this portion of the wage is the cash payment made directly to the laborer or mechanic. It does not include fringe benefits.

§5.25 Rate of contribution or cost for fringe benefits.

(a) Under the amendments, the Secretary is obligated to make a separate finding of the rate of contribution or cost of fringe benefits. Only the amount of contributions or costs for fringe benefits which meet the requirements of the act will be considered by the Secretary. These requirements are discussed in this subpart.

(b) The rate of contribution or cost is ordinarily an hourly rate, and will be reflected in the wage determination as such. In some cases, however, the contribution or cost for certain fringe benefits may be expressed in a formula or method of payment other than an hourly rate. In such cases, the Secretary may in his discretion express in the wage determination the rate of contribution or cost used in the formula or method or may convert it to an hourly rate of pay whenever he finds that such action would facilitate the administration of the Act. See §5.5(a)(1)(i) and (iii).

§5.26 “* * * contribution irrevocably made * * * to a trustee or to a third person”.

Under the fringe benefits provisions (section 1(b)(2) of the Act) the amount of contributions for fringe benefits must be made to a trustee or to a third person irrevocably. The “third person” must be one who is not affiliated with the contractor or subcontractor. The trustee must assume the usual fiduciary responsibilities imposed upon trustees by applicable law. The trust or fund must be set up in such a way that in no event will the contractor or subcontractor be able to recapture any of the contributions paid in or any way divert the funds to his own use or benefit. Although contributions made to a trustee or third person pursuant to a benefit plan must be irrevocably made, this does not prevent return to the contractor or subcontractor of sums which he had paid in excess of the contributions actually called for by the plan, as where such excess payments result from error or from the necessity of making payments to cover the estimated cost of contributions at a time when the exact amount of the necessary contributions under the plan is not yet ascertained. For example, a benefit plan may provide for definite insurance benefits for employees in the event of the happening of a specified contingency such as death, sickness, accident, etc., and may provide that the cost of such definite benefits, either in full or any balance in excess of specified employee contributions, will be borne by the contractor or subcontractor. In such a case the return by the insurance company to the contractor or subcontractor of sums paid by him in excess of the amount required to provide the benefits which, under the plan, are to be provided through contributions by the contractor or subcontractor, will not be deemed a recapture or diversion by the employer of contributions made pursuant to the plan. (See Report of the Senate Committee on Labor and Public Welfare, S. Rep. No. 963, 88th Cong., 2d Sess., p. 5.)

§5.27 “* * * fund, plan, or program”.

The contributions for fringe benefits must be made pursuant to a fund, plan or program (sec. 1(b)(2)(A) of the act). The phrase “fund, plan, or program” is merely intended to recognize the various types of arrangements commonly used to provide fringe benefits through employer contributions. The phrase is identical with language contained in section 3(1) of the Welfare and Pension Plans Disclosure Act. In interpreting this phrase, the Secretary will be guided by the experience of the Department in administering the latter statute. (See Report of Senate Committee on Labor and Public Welfare, S. Rep. No. 963, 88th Cong., 2d Sess., p. 5.)

§5.28 Unfunded plans.

(a) The costs to a contractor or subcontractor which may be reasonably anticipated in providing benefits of the types described in the act pursuant to an enforceable commitment to carry out a financially responsible plan or program, are considered fringe benefits within the meaning of the act (see 1(b)(2)(B) of the act). The legislative history suggests that these provisions were intended to permit the consideration of fringe benefits meeting, among others, these requirements and which are provided from the general assets of a contractor or subcontractor. (Report of the House Committee on Education and Labor, H. Rep. No. 308, 88th Cong., 1st Sess., p. 4.)

(b) No type of fringe benefit is eligible for consideration as a so-called unfunded plan unless:

- (1) It could be reasonably anticipated to provide benefits described in the act;
- (2) It represents a commitment that can be legally enforced;
- (3) It is carried out under a financially responsible plan or program; and
- (4) The plan or program providing the benefits has been communicated in writing to the laborers and mechanics affected. (See S. Rep. No. 963, p. 6.)

(c) It is in this manner that the act provides for the consideration of unfunded plans or programs in finding prevailing wages and in ascertaining compliance with the Act. At the same time, however, there is protection against the use of this provision as a means of avoiding the act's requirements. The words “reasonably anticipated” are intended to require that any unfunded plan or program be able to withstand a test which can perhaps be best described as one of actuarial soundness. Moreover, as in the case of other fringe benefits payable under the act, an unfunded plan or program must be “bona fide” and not a mere simulation or sham for avoiding compliance with the act. (See S. Rep. No. 963, p. 6.) The legislative history suggests that in order to insure against the possibility that these provisions might be used to avoid compliance with the act, the committee contemplates that the Secretary of Labor in carrying out his responsibilities under Reorganization Plan No. 14 of 1950, may direct a contractor or subcontractor to set aside in an account assets which, under sound actuarial principles, will be sufficient to meet the future obligation under the plan. The preservation of this account for the purpose intended would, of course, also be essential. (S. Rep. No. 963, p. 6.) This is implemented by the contractual provisions required by §5.5(a)(1)(iv).

§5.29 Specific fringe benefits.

(a) The act lists all types of fringe benefits which the Congress considered to be common in the construction industry as a whole. These include the following: Medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, vacation and holiday pay, defrayment of costs of apprenticeship or other similar programs, or other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other Federal, State, or local law to provide any of such benefits.

(b) The legislative history indicates that it was not the intent of the Congress to impose specific standards relating to administration of fringe benefits. It was assumed that the majority of fringe benefits arrangements of this nature will be those which are administered in accordance with requirements of section 302(c)(5) of the National Labor Relations Act, as amended (S. Rep. No. 963, p. 5).

(c) The term "other bona fide fringe benefits" is the so-called "open end" provision. This was included so that new fringe benefits may be recognized by the Secretary as they become prevailing. It was pointed out that a particular fringe benefit need not be recognized beyond a particular area in order for the Secretary to find that it is prevailing in that area. (S. Rep. No. 963, p. 6).

(d) The legislative reports indicate that, to insure against considering and giving credit to any and all fringe benefits, some of which might be illusory or not genuine, the qualification was included that such fringe benefits must be "bona fide" (H. Rep. No. 308, p. 4; S. Rep. No. 963, p. 6). No difficulty is anticipated in determining whether a particular fringe benefit is "bona fide" in the ordinary case where the benefits are those common in the construction industry and which are established under a usual fund, plan, or program. This would be typically the case of those fringe benefits listed in paragraph (a) of this section which are funded under a trust or insurance program. Contractors may take credit for contributions made under such conventional plans without requesting the approval of the Secretary of Labor under §5.5(a)(1)(iv).

(e) Where the plan is not of the conventional type described in the preceding paragraph, it will be necessary for the Secretary to examine the facts and circumstances to determine whether they are "bona fide" in accordance with requirements of the act. This is particularly true with respect to unfunded plans. Contractors or subcontractors seeking credit under the act for costs incurred for such plans must request specific permission from the Secretary under §5.5(a)(1)(iv).

(f) The act excludes fringe benefits which a contractor or subcontractor is obligated to provide under other Federal, State, or local law. No credit may be taken under the act for the payments made for such benefits. For example, payment for workmen's compensation insurance under either a compulsory or elective State statute are not considered payments for fringe benefits under the Act. While each situation must be separately considered on its own merits, payments made for travel, subsistence or to industry promotion funds are not normally payments for fringe benefits under the Act. The omission in the Act of any express reference to these payments, which are common in the construction industry, suggests that these payments should not normally be regarded as bona fide fringe benefits under the Act.

§5.30 Types of wage determinations.

(a) When fringe benefits are prevailing for various classes of laborers and mechanics in the area of proposed construction, such benefits are includable in any Davis-Bacon wage determination. Illustrations, contained in paragraph (c) of this section, demonstrate some of the different types of wage determinations which may be made in such cases.

(b) Wage determinations of the Secretary of Labor under the act do not include fringe benefits for various classes of laborers and mechanics whenever such benefits do not prevail in the area of proposed construction. When this occurs the wage determination will contain only the basic hourly rates of pay, that is only the cash wages which are prevailing for the various classes of laborers and mechanics. An illustration of this situation is contained in paragraph (c) of this section.

(c) Illustrations:

Classes	Basic hourly rates	Health and welfare	Pensions	Vacations	Apprenticeship program	Others
Laborers	\$3.25					
Carpenters	4.00	\$0.15				
Painters	3.90	.15	\$0.10	\$0.20		

Electricians	4.85	.10	.15			
Plumbers	4.95	.15	.20		\$0.05	
Ironworkers	4.60			.10		

(It should be noted this format is not necessarily in the exact form in which determinations will issue; it is for illustration only.)

§5.31 Meeting wage determination obligations.

(a) A contractor or subcontractor performing work subject to a Davis-Bacon wage determination may discharge his minimum wage obligations for the payment of both straight time wages and fringe benefits by paying in cash, making payments or incurring costs for “bona fide” fringe benefits of the types listed in the applicable wage determination or otherwise found prevailing by the Secretary of Labor, or by a combination thereof.

(b) A contractor or subcontractor may discharge his obligations for the payment of the basic hourly rates and the fringe benefits where both are contained in a wage determination applicable to his laborers or mechanics in the following ways:

(1) By paying not less than the basic hourly rate to the laborers or mechanics and by making the contributions for the fringe benefits in the wage determinations, as specified therein. For example, in the illustration contained in paragraph (c) of §5.30, the obligations for “painters” will be met by the payment of a straight time hourly rate of not less than \$3.90 and by contributing not less than at the rate of 15 cents an hour for health and welfare benefits, 10 cents an hour for pensions, and 20 cents an hour for vacations; or

(2) By paying not less than the basic hourly rate to the laborers or mechanics and by making contributions for “bona fide” fringe benefits in a total amount not less than the total of the fringe benefits required by the wage determination. For example, the obligations for “painters” in the illustration in paragraph (c) of §5.30 will be met by the payment of a straight time hourly rate of not less than \$3.90 and by contributions of not less than a total of 45 cents an hour for “bona fide” fringe benefits; or

(3) By paying in cash directly to laborers or mechanics for the basic hourly rate and by making an additional cash payment in lieu of the required benefits. For example, where an employer does not make payments or incur costs for fringe benefits, he would meet his obligations for “painters” in the illustration in paragraph (c) of §5.30, by paying directly to the painters a straight time hourly rate of not less than \$4.35 (\$3.90 basic hourly rate plus 45 cents for fringe benefits); or

(4) As stated in paragraph (a) of this section, the contractor or subcontractor may discharge his minimum wage obligations for the payment of straight time wages and fringe benefits by a combination of the methods illustrated in paragraphs (b)(1) thru (3) of this section. Thus, for example, his obligations for “painters” may be met by an hourly rate, partly in cash and partly in payments or costs for fringe benefits which total not less than \$4.35 (\$3.90 basic hourly rate plus 45 cents for fringe benefits). The payments in such case may be \$4.10 in cash and 25 cents in payments or costs in fringe benefits. Or, they may be \$3.75 in cash and 60 cents in payments or costs for fringe benefits.

[30 FR 13136, Oct. 15, 1965]

§5.32 Overtime payments.

(a) The act excludes amounts paid by a contractor or subcontractor for fringe benefits in the computation of overtime under the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, and the Walsh-Healey Public Contracts Act whenever the overtime provisions of any of these statutes apply concurrently with the Davis-Bacon Act or its related prevailing wage statutes. It is clear from the legislative history that in no event can the regular or basic rate upon which premium pay for overtime is calculated under the aforementioned Federal statutes be less than the amount determined by the Secretary of Labor as the basic hourly rate (i.e. cash rate) under section 1(b)(1) of the Davis-Bacon Act. (See S. Rep. No. 963, p. 7.) Contributions by employees are not excluded from the regular or basic rate upon which overtime is computed under these statutes; that is, an employee's regular or basic straight-time rate is computed on his earnings before any deductions are made for the employee's contributions to fringe benefits. The contractor's contributions or costs for fringe benefits may be excluded in computing such rate so long as the exclusions do not reduce the regular or basic rate below the basic hourly rate contained in the wage determination.

(b) The legislative report notes that the phrase “contributions irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program” was added to the bill in Committee. This language in essence conforms to the overtime provisions of section 7(d)(4) of the Fair Labor Standards Act, as amended. The intent of the committee was to prevent any avoidance of overtime requirements under existing law. See H. Rep. No. 308, p. 5.

(c)(1) The act permits a contractor or subcontractor to pay a cash equivalent of any fringe benefits found prevailing by the Secretary of Labor. Such a cash equivalent would also be excludable in computing the regular or basic rate under the Federal overtime laws mentioned in paragraph (a). For example, the W construction contractor pays his laborers or mechanics \$3.50 in cash under a wage determination of the Secretary of Labor which requires a basic hourly rate of \$3 and a fringe benefit contribution of 50 cents. The contractor pays the 50 cents in cash because he made no payments and incurred no costs for fringe benefits. Overtime compensation in this case would be computed on a regular or basic rate of \$3.00 an hour. However, in some cases a question of fact may be presented in ascertaining whether or not a cash payment made to laborers or mechanics is actually in lieu of a fringe benefit or is simply part of their straight time cash wage. In the latter situation, the cash payment is not excludable in computing overtime compensation. Consider the examples set forth in paragraphs (c)(2) and (3) of this section.

(2) The X construction contractor has for some time been paying \$3.25 an hour to a mechanic as his basic cash wage plus 50 cents an hour as a contribution to a welfare and pension plan. The Secretary of Labor determines that a basic hourly rate of \$3 an hour and a fringe benefit contribution of 50 cents are prevailing. The basic hourly rate or regular rate for overtime purposes would be \$3.25, the rate actually paid as a basic cash wage for the employee of X, rather than the \$3 rate determined as prevailing by the Secretary of Labor.

(3) Under the same prevailing wage determination, discussed in paragraph (c)(2) of this section, the Y construction contractor who has been paying \$3 an hour as his basic cash wage on which he has been computing overtime compensation reduces the cash wage to \$2.75 an hour but computes his costs of benefits under section 1(b)(2)(B) as \$1 an hour. In this example the regular or basic hourly rate would continue to be \$3 an hour. See S. Rep. No. 963, p. 7.

"General Decision Number: AZ20210008 09/03/2021

Superseded General Decision Number: AZ20200008

State: Arizona

Construction Type: Highway

Counties: Coconino, Maricopa, Mohave, Pima, Pinal, Yavapai and Yuma Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	07/23/2021
2	08/06/2021
3	09/03/2021

CARP0408-005 07/01/2021

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 30.63	13.49

ENGI0428-001 06/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 28.59	12.12
Group 2.....	\$ 31.86	12.12
Group 3.....	\$ 32.94	12.12
Group 4.....	\$ 33.97	12.12

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, air compressor, Belcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all), handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck

GROUP 2:

ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe < 1 cu yd, Motor Grader (rough), Scraper (pneumatic tired), Roller (all types asphalt), Screed, Skip Loader (all types 3<6 cu yd), Tractor (dozer, pusher-all).

GROUP 3:

ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

MARICOPA COUNTY ONLY: Backhoe<10 cu yd, Clamshell < 10 cu yd, Concrete Pump (truck mounted with boom only), Dragline <10 cu yd, Grade Checker, Motor Grader (finish-any type power blade), Shovel < 10 cu yd.

GROUP 4: Backhoe 10 cu yd and over, Clamshell 10 cu yd and over, Crane (pneumatic or crawler 100 tons & over), Dragline 10 cu yd and over, Shovel 10 cu yd and over.

All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive \$0.01 per hour per foot over 80 ft in addition to regular rate of pay

Premium pay for performing hazardous waste removal \$0.50 per hour over base rate.

* IRON0075-004 04/01/2021

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	\$ 28.80	19.35
Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson		
Zone 2: 050 to 100 miles - Add \$4.00		
Zone 3: 100 to 150 miles - Add \$5.00		
Zone 4: 150 miles & over - Add \$6.50		

LAB01184-008 06/01/2021

	Rates	Fringes
Laborers:		
Group 1.....	\$ 21.93	6.27
Group 2.....	\$ 23.57	6.27
Group 3.....	\$ 24.43	6.27
Group 4.....	\$ 25.40	6.27
Group 5.....	\$ 26.50	6.27

LABORERS CLASSIFICATIONS:

GROUP 1: All Counties: Chipper, Rip Rap Stoneman. Pinal County Only: General/Cleanup Laborer. Maricopa County Only: Flagger.

GROUP 2: Asphalt Laborer (Shoveling-excluding Asphalt Raker or Ironer), Bander, Cement Mason Tender, Concrete Mucker, Cutting Torch Operator, Fine Grader, Guinea Chaser, Power Type Concrete Buggy

GROUP 3: Chain Saw, Concrete Small Tools, Concrete Vibrating Machine, Cribber & Shorer (except tunnel), Hydraulic Jacks and similar tools, Operator and Tender of Pneumatic and Electric Tools (not herein separately classified), Pipe Caulker and Back-Up Man-Pipeline, Pipe Wrapper, Pneumatic Gopher, Pre-Cast Manhole Erector, Rigger and Signal Man-Pipeline

GROUP 4: Air and Water Washout Nozzleman; Bio-Filter, Pressman, Installer, Operator; Scaffold Laborer; Chuck Tender; Concrete Cutting Torch; Gunite; Hand-Guided Trencher; Jackhammer and/or Pavement Breaker; Scaler (using boson's chair or safety belt); Tamper (mechanical all types).

GROUP 5: AC Dumpman, Asbestos Abatement, Asphalt Raker II, Drill Doctor/Air Tool Repairman, Hazardous Waste Removal, Lead Abatement, Lead Pipeman, Process Piping Installer, Scaler (Driller), Pest Technician/Weed Control, Scissor Lift, Hydro Mobile Scaffold Builder.

PAIN0086-001 04/01/2017

	Rates	Fringes
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<https://sam.gov/wage-determination/AZ20210008/3>

Buckeye Park-n-Ride Expansion
Contract No. 2022001
Combs Construction Company, Inc.

244

PAINTER

PAINTER (Yavapai County
only), SAND BLASTER/WATER
BLASTER (all Counties).....\$ 19.58 6.40

ZONE PAY: More than 100 miles from Old Phoenix Courthouse
\$3.50 additional per hour.

SUAZ2009-001 04/20/2009

	Rates	Fringes
CEMENT MASON.....	\$ 19.28	3.99
ELECTRICIAN.....	\$ 22.84	6.48
IRONWORKER (Rebar)		
Pima County.....	\$ 23.17	14.83
Pinal County.....	\$ 20.27	8.35
LABORER		
Asphalt Raker.....	\$ 15.49	3.49
Compaction Tool Operator....	\$ 14.59	2.91
Concrete Worker.....	\$ 13.55	3.20
Concrete/Asphalt Saw.....	\$ 13.95	2.58
Driller-Core, diamond, wagon, air track.....	\$ 16.94	3.12
Dumpman Spotter.....	\$ 14.99	3.16
Fence Builder.....	\$ 13.28	2.99
Flagger		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 12.35	1.59
Formsetter.....	\$ 16.09	3.97
General/Cleanup Laborer		
Coconino, Maricopa, Mohave, Pima, Yavapai & Yuma.....	\$ 14.54	3.49
Grade Setter (Pipeline)....	\$ 17.83	5.45
Guard Rail Installer.....	\$ 13.28	2.99
Landscape Laborer.....	\$ 11.39	
Landscape Sprinkler Installer.....	\$ 15.27	
Pipelayer.....	\$ 14.81	2.96
Powderman, Hydrasonic.....	\$ 16.39	2.58
OPERATOR: Power Equipment		
Asphalt Laydown Machine....	\$ 21.19	6.05
Backhoe < 1 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 17.37	3.85
Backhoe < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Clamshell < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Concrete Pump (Truck Mounted with boom only)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 19.92	7.10
Crane (under 15 tons).....	\$ 21.35	7.36
Dragline (up to 10 cu yd)		
Coconino, Mohave, Pima,		

Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Drilling Machine	
(including Water Wells).....\$ 20.58	5.65
Grade Checker	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 16.04	3.68
Hydrographic Seeder.....\$ 15.88	7.67
Mass Excavator.....\$ 20.97	4.28
Milling Machine/Rotomill.....\$ 21.42	7.45
Motor Grader (Finish-any	
type power blade)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 21.92	4.66
Motor Grader (Rough)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 20.07	4.13
Oiler.....\$ 18.15	8.24
Power Sweeper.....\$ 16.76	4.44
Roller (all types Asphalt)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.27	3.99
Roller (excluding asphalt)..\$ 15.65	3.32
Scraper (pneumatic tired)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 17.69	3.45
Screed	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 17.54	3.72
Shovel < 10 cu yd	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Skip Loader (all types <3	
cu yd).....\$ 18.28	5.30
Skip Loader (all types 3 <	
6 cu yd)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.64	4.86
Skip Loader (all types 6 <	
10 cu yd).....\$ 20.15	4.52
Tractor (dozer, pusher -	
all)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 17.26	2.65

PAINTER

Coconino, Maricopa,	
Mohave, Pima, Pinal & Yuma..\$ 15.57	3.92

TRUCK DRIVER

2 or 3 Axle Dump or	
Flatrack.....\$ 16.27	3.30
5 Axle Dump or Flatrack.....\$ 13.97	2.89
6 Axle Dump or Flatrack (<	
16 cu yd).....\$ 17.79	6.42
Belly Dump.....\$ 14.67	
Oil Tanker Bootman.....\$ 22.03	
Self-Propelled Street	
Sweeper.....\$ 13.11	5.48
Water Truck 2500 < 3900	
gallons.....\$ 18.14	4.55
Water Truck 3900 gallons	
and over.....\$ 15.92	3.33
Water Truck under 2500	
gallons.....\$ 15.94	4.16

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

BASE BID:

The undersigned proposes to complete all of the Work in accordance with said Construction Documents, plans, specification and all associated amendments for the sum of:

Dollars ().

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

SCHEDULE OF VALUES (Revised – Addendum 1)					
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
1	Construction Surveying and Staking	LS	1	\$	\$
2	Storm Water Pollution Prevention Devices and Permits	LS	1	\$	\$
3	Contractor Mobilization (5%)	LS	1	\$	\$
4	Earthwork (includes all excavation, processing, and placement of material to the lines and grades as shown on the project plans and export of all excess material)	LS	1	\$	\$
5	12" Thick Rip Rap with Fabric, D50=6"	CY	16	\$	\$
6	Asphalt Pavement (3" AC/ 7" AB)	SY	8,440	\$	\$
7	Concrete Curb and Gutter, MAG Std Dtl 220-1, Type A	LF	162	\$	\$
8	Concrete Single Curb, MAG Std Dtl 222, Type A	LF	2,615	\$	\$
9	Concrete Valley Gutter, MAG Std Dtl 240 (Modified to 3' Width)	SF	874	\$	\$
10	Concrete Sidewalk, MAG Std Dtl 230	SF	1,623	\$	\$
11	ADA Ramp With Detectable Warning	SF	98	\$	\$
12	Miscellaneous Removals	LS	1	\$	\$
13	Sawcut and Remove Asphalt Pavement	SY	109	\$	\$
14	Utility Pothole Allowance	LS	1	\$	\$

15	4" White Parking Stall Stripe, Thermoplastic	LF	4,232	\$	\$
16	4" Double Yellow Stripe, Thermoplastic (4" equivalent)	LF	272	\$	\$
17	Stall Stripe Out, 4" White Thermoplastic	LF	134	\$	\$
18	Sign Panel (ASTM Type XI Sheeting)	SF	18	\$	\$
19	Sign Post (12 Gauge Steel) (1-3/4" Square Tube)	LF	120	\$	\$
20	Concrete Sign Base For Square Tube Post	EA	12	\$	\$
21	36" Box Tree	EA	18	\$	\$
22	48" Box Tree	EA	3	\$	\$
23	18' - 20' high Fan Palm	EA	13	\$	\$
24	5 gallon Shrubs	EA	173	\$	\$
25	3/4" Minus Decomposed Granite	SF	18,290	\$	\$
26	Root Barrier	SF	925	\$	\$
27	Control Wires	LF	1,200	\$	\$
28	Remote Control Valve Assembly-Drip	EA	2	\$	\$
29	Ball Valve Assembly	EA	1	\$	\$
30	Quick Coupler Assembly	EA	1	\$	\$
31	Emitter(Assembly)(Single-Outlet)	EA	173	\$	\$
32	Emitter(Assembly)(Multi-Outlet)	EA	44	\$	\$
33	Deep Root Assembly	EA	26	\$	\$
34	Pipe (PVC)(1")(Schedule 40)	LF	400	\$	\$
35	Pipe (PVC)(2")(Schedule	LF	60	\$	\$

	40)(Sleeve)				
36	Pipe (PVC)(3")(Schedule 40)(Sleeve)	LF	465	\$	\$
37	36" CMU (6" Wide) Screen and Property Wall	LF	520	\$	\$
38	Curb Opening Catch Basin per City of Buckeye Std Dtl B-510, L=6'	EA	1	\$	\$
39	Catch Basin per MAG Std Dtl 535, Modified with Level 18" Deep Sump, Install Bicycle Safe Grates	EA	2	\$	\$
40	Manhole per MAG Std Dtl 420-1, 48" Dia	EA	1	\$	\$
41	Underground Stormwater Detention System	LS	1	\$	\$
42	12" Dia HDPE Storm Drain Pipe	LF	69	\$	\$
43	18" Dia HDPE Storm Drain pipe	LF	36	\$	\$
44	24" Dia HDPE Storm Drain pipe	LF	61	\$	\$
45	Fire Hydrant Assembly (Dry Barrel) (MAG Std Dtl # 360-1), 6" DIP CL 350	EA	1	\$	\$
46	6" DIP, CL350 Waterline, Restrained, Wrap with Blue Polywrap per MAG Std Spec 610.6	LF	8	\$	\$
47	Waterline Vertical Realignment, Beneath Underground Storm Detention per MAG Std Dtl 370	LF	60	\$	\$
48	Waterline Concrete Encasement per MAG Std Dtl 404-3	LF	28	\$	\$
49	6" Gate Valve, Box & Cover per MAG Std Dtl 391-1, Type A	EA	1	\$	\$
50	Headwall per MAG Std Dtl 501, Type L with Pipe Flap Gate	EA	1	\$	\$
51	Concrete Pull Boxes (#3-1/2)	EA	10	\$	\$
52	Conduit, Conductors, Trenching, and Backfill for electrical system	LS	1	\$	\$
53	LED Light on Steel Pole	EA	19	\$	\$
54	LED Lighting mounted in Auto Pedestrian Canopy	EA	4	\$	\$

55	LED Light mounted in Parking Structures	EA	131	\$	\$
56	Connection to Existing Service Entrance Section	LS	1	\$	\$
57	Auto-Pedestrian Shade Structure	EA	1	\$	\$
58	8" X 8" tapping sleeve	EA	1	\$	\$
59	8" DIP	LF	194	\$	\$
60	8" Gate Valve Box & Cover	EA	1	\$	\$
SUB TOTAL					\$
GENERAL CONDITIONS					
61	Owner's Contingency (Unforeseen Circumstances)	LS	1	\$249,311.90	\$249,311.90
TOTAL CONSTRUCTION COST					\$
	Alternate A- Dual Sided Parking Structures	EA	2		
	Alternate B:				
	-Dual Sided Parking Structures	EA	10		
	-Single Sided Parking Structures (price per space) (including HC spaces)	EA SPACE	79		
ALTERNATES SUB TOTAL					\$
TOTAL CONSTRUCTION COST WITH ALTERNATES					\$

**SOLICITATION ADDENDUM
IFB NO. 2022001
CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION
623.349.6173**

ADDENDUM NO. 2

NOTE: Attach to Original Invitation for Bid. However, if Bid has already been returned, complete this Addendum and return for attachment to your Bid by **3:00 pm, September 23, 2021.**

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Pat Glasmann, Contracting Officer
Construction and Contracting
pglasmann@buckeyeaz.gov

SOLICITATION: IFB #2022001 – Buckeye Park-n-Ride Expansion

Last Day for Questions: **September 16, 2021 no later than 5:00 pm local time**

Bid Due Date and Time: **September 23, 2021 no later than 3:00 pm local time**

NOTICE TO CONTRACTORS:

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bid documents prepared by the City of Buckeye.

The balance of the specifications and instructions remain the same. Bidders must acknowledge receipt and acceptance of this Addendum by returning the attached Solicitation Addendum Acknowledgement Page with the Bid.

Q1. There appears to be a couple of conflicts or possible design oversights between the “General Electrical Notes” and Details #2 and #4 on Sheets 32 & 33 of 34.

1. The “General Electrical Notes” requires the use of GRC conduit outdoors, under note #13.

13. PROVIDE ENT. INDOOR AND GRS. OUTDOOR FOR ABOVE GROUND CONDUIT. WHERE METALLIC CONDUITS COME IN CONTACT WITH EMT, THEY SHALL BE HALF LAP WRAPPED WITH SCOTCH 50 TAPE TO 12" AFG. FITTINGS SHALL BE STEEL, THREADED TYPE WITH INSULATED THROAT. SECURELY ATTACH ALL SURFACE MOUNTED CONDUIT EVERY 10 FEET AND WITHIN 5 FEET OF EACH JUNCTION BOX, PER NEC ARTICLE 344.30.

However Detail #2 on Sheet 32 of 34, calls for the use of IMC conduit.

1/2" IMC CONDUIT HALF-LAP
WRAPPED W/ SCOTCH 50
TAPE TO +12" AFG.

Detail #4 on Sheet 33 of 34 also calls for the use of IMC conduit.

1/2" IMC CONDUIT
HALF-LAP WRAPPED
W/ SCOTCH 50 TAPE
TO +12" AFG.

The question is, “Is the use of IMC conduit above ground acceptable for this project?”

A1. IMC conduit can be used where noted in the details

Addendum No. 2
Buckeye Park-n-Ride Expansion
IFB #2022001

Q2. Note 15 of the "General Electrical Notes" requires XHHW insulation for conductors and THHN/THWN insulation for conductors.

15. 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.

However, Details #2 and #4 on Sheets 32 & 33 of 34 requires MC "Metal Clad" cable. Although Note 15 goes on to state, "unless specifically noted otherwise on plans or in the details. The issues here are that MC cable is not designed to be installed within a conduit and is expensive and not necessary.

I would also suggest not using THHN/THWN insulated conductors. The thermoplastic layer with THHN/THWN is thinner with an even a thinner jacket of plastic applied over the thermoplastic insulation. This jacket of plastic, if not damaged during the installation, sheds away from the thermoplastic layer shortly after installation due to the Arizona heat.

The question is, "Is the use of XHHW insulated conductors acceptable throughout the project?"

A2. This is correct, MC cable is not to be used. Please use type XHHW conductors

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS ADDENDUM BY SIGNING THE ATTACHED SOLICITATION ADDENDUM ACKNOWLEDGEMENT.

SOLICITATION ADDENDUM ACKNOWLEDGEMENT

IFB #2022001

ADDENDUM NO. 2

ADDENDUM ISSUE DATE: September 21, 2021

Bidder certifies that Bidder has read, understands, and will fully and faithfully comply with this Invitation to Bid, its attachments and any referenced documents. Bidder also certifies that this offer was independently developed without consultation with any of the other Bidders or potential Bidders.

Name of Company: Combs Construction Company, Inc.

Authorized Signature: 

Print Name and Title: Ryan Combs, President

Date: 9/23/21

Address: PO Box 10789

City, State, Zip Code: Glendale, AZ 85318

Telephone Number: 602-237-4029

Email Address: felicia@combsaz.com

EXHIBIT D
CONSTRUCTION PROJECT DRAWINGS

1st Submittal 100%

FINAL DRAINAGE REPORT

Buckeye Park & Ride Phase II Expansion
19580 W Palm Ln
Buckeye, AZ 85396

Submittal 5



Prepared For:
City of Buckeye

Prepared By:
J2 Engineering & Environmental Design
4649 E Cotton Gin Loop, Suite B2
Phoenix, AZ 85040
602-438-2221

January 2021

ENG CIP-20-10026

CIP - Buckeye Park & Ride

Drainage Report - 100%

1R - 100% FOR REVIEW

RECEIVED

02/16/2021

CITY OF BUCKEYE by: LC
ENGINEERING





BUCKEYE PARK & RIDE PHASE II – FINAL DRAINAGE REPORT

Contents

1.0 Introduction	1
2.0 Location	1
3.0 Site Description & Existing Drainage.....	3
3.1 Existing Site	3
3.2 Existing Offsite Drainage	3
3.3 Existing Onsite Drainage	4
4.0 FEMA Floodplain Classification	6
5.0 Proposed Drainage Design	7
5.1 Proposed Offsite Drainage	7
5.2 Proposed Onsite Drainage.....	8
6.0 Hydraulic Analysis	14
7.0 Conclusions.....	15
8.0 References.....	15

Figures

Figure 1 – Project Location	2
Figure 2 – Project Vicinity.....	3
Figure 3 – Existing Offsite Features.....	4
Figure 4 – Existing Onsite Features	5
Figure 5 – FEMA Firmette.....	6
Figure 6 – Proposed Onsite Subbasins	9
Figure 7 – Proposed Runoff Coefficients	10

Tables

Table 1 – Manning's Equation for Drainage Swale Capacity.....	7
Table 2 – Runoff Coefficients.....	9
Table 3 – Subbasin Area & Weighted Runoff Coefficients	11
Table 4a – Required Retention Volumes – First Flush	11
Table 4b – Required Retention Volumes – 100-yr 2-hr	11
Table 5a – StormTech Underground Storage Volumes – Not Including Rock Layer	12
Table 5b – StormTech Underground Storage Volumes – Including Surrounding Rock Layer	13
Table 6 – Provided Retention Volume	13
Table 7 – Rational Method Parameters and Discharges.....	14
Table 8 – Area Inlet Ponding Depths.....	15

Appendices

Appendix A – W.C. Scoutten Report
Appendix B – FEMA FIRM Panel
Appendix C – NOAA Precipitation Tables
Appendix D – StormTech Product Specification Guide
Appendix E – Hydraulic Calculations
Appendix F – RAMM Geotechnical Report



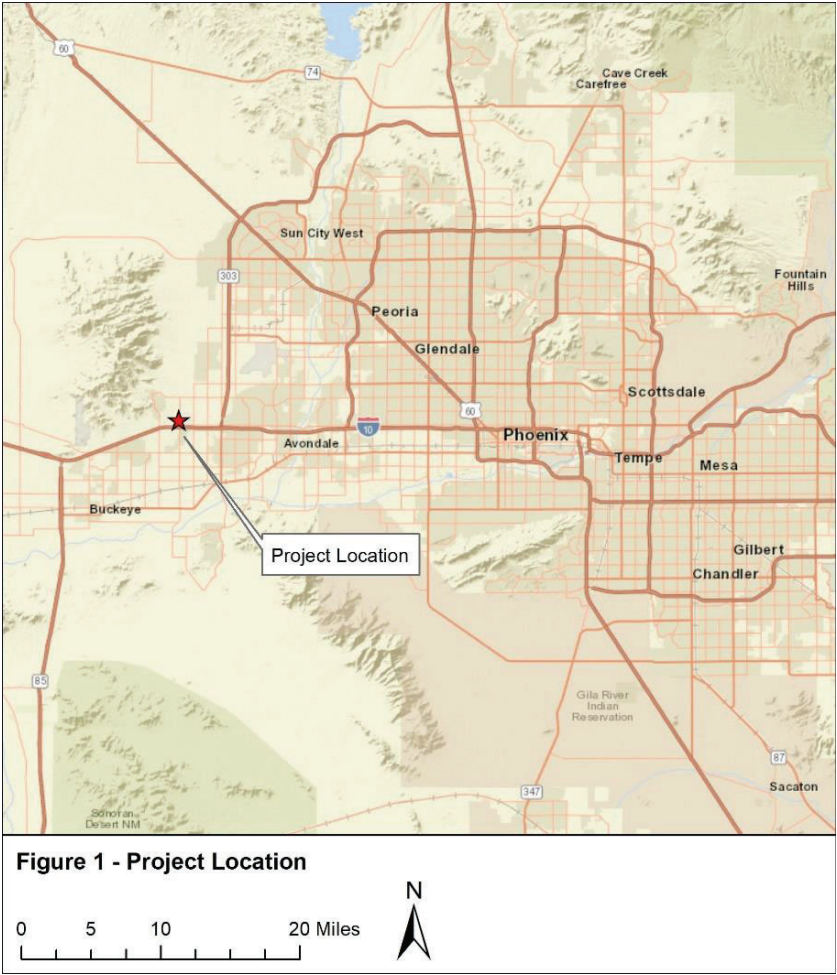
Evan Grace

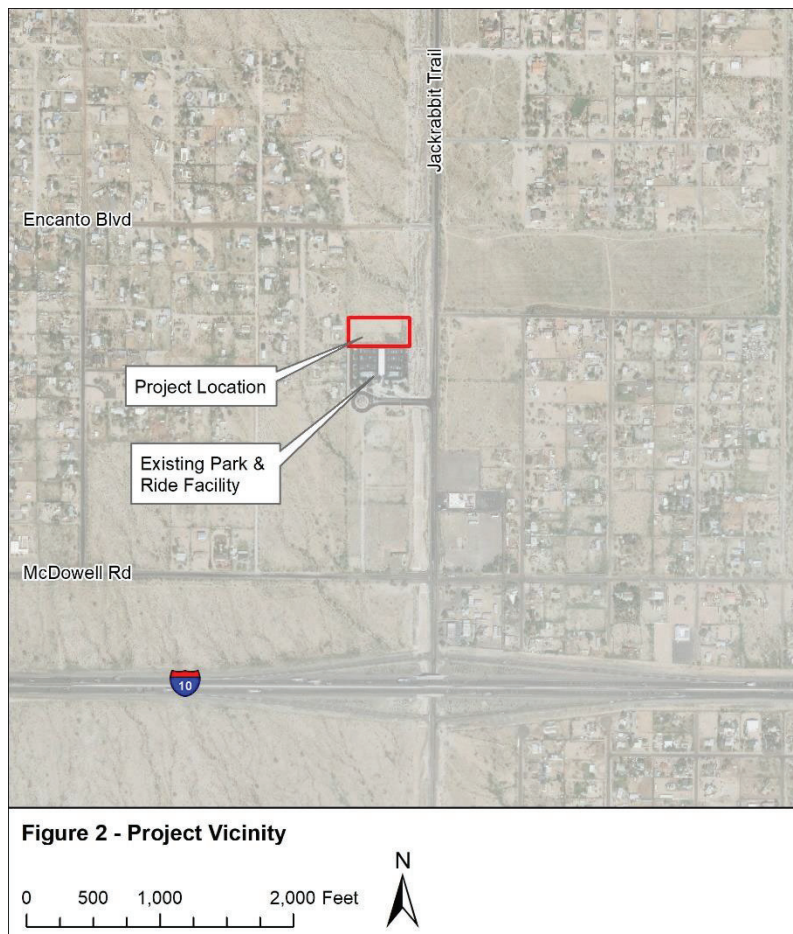
✓ 1.0 Introduction

This drainage report is prepared for the City of Buckeye (COB) to document the hydrologic and hydraulic analysis conducted by J2 for the expansion of the Buckeye Park & Ride Facility located at the Northwest corner of Jackrabbit Trail and Palm Ln. This report documents the assumptions, procedures, and methodologies utilized within the proposed drainage analysis. The hydrologic and hydraulic calculations utilized within this report are in accordance with our understanding of the standards outlined in the COB *Storm Water Drainage System Design Manual*, August 2007 (Ref 1) and the drainage criteria set forth in the Flood Control District of Maricopa County (FCDMC) *Drainage Design Manual for Maricopa County, Arizona, Hydrology* (Ref 2) and the *Drainage Design Manual for Maricopa County, Arizona, Hydraulics* (Ref 3). A drainage report was prepared for Phase I by W.C. Scoutten, Inc in June 2011 and can be found in *Appendix A*.

✓ 2.0 Location

The proposed Park & Ride Expansion is located at 19580 W Palm Ln, at the northwest corner of Palm Ln and N 196th Ave/ N Jackrabbit Trail within Section 32, Range 2 West, Township 2 North of the Gila & Salt River Meridian. *Figure 1* and *Figure 2* illustrate the project location and vicinity, respectively.





3.0 Site Description & Existing Drainage

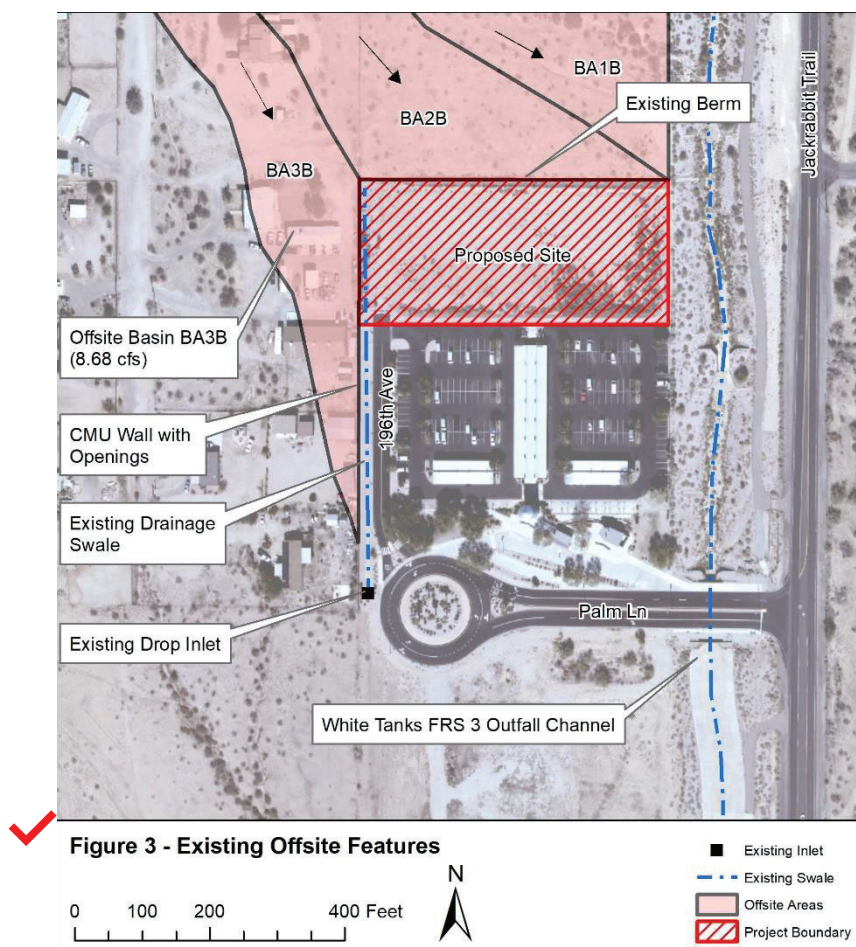
✓ 3.1 Existing Site

The existing site consists of Phase I of the East Buckeye Park and Ride Facility, including approximately 260 parking stalls, 3 bus bays, covered waiting areas, and a small information building.

✓ 3.2 Existing Offsite Drainage

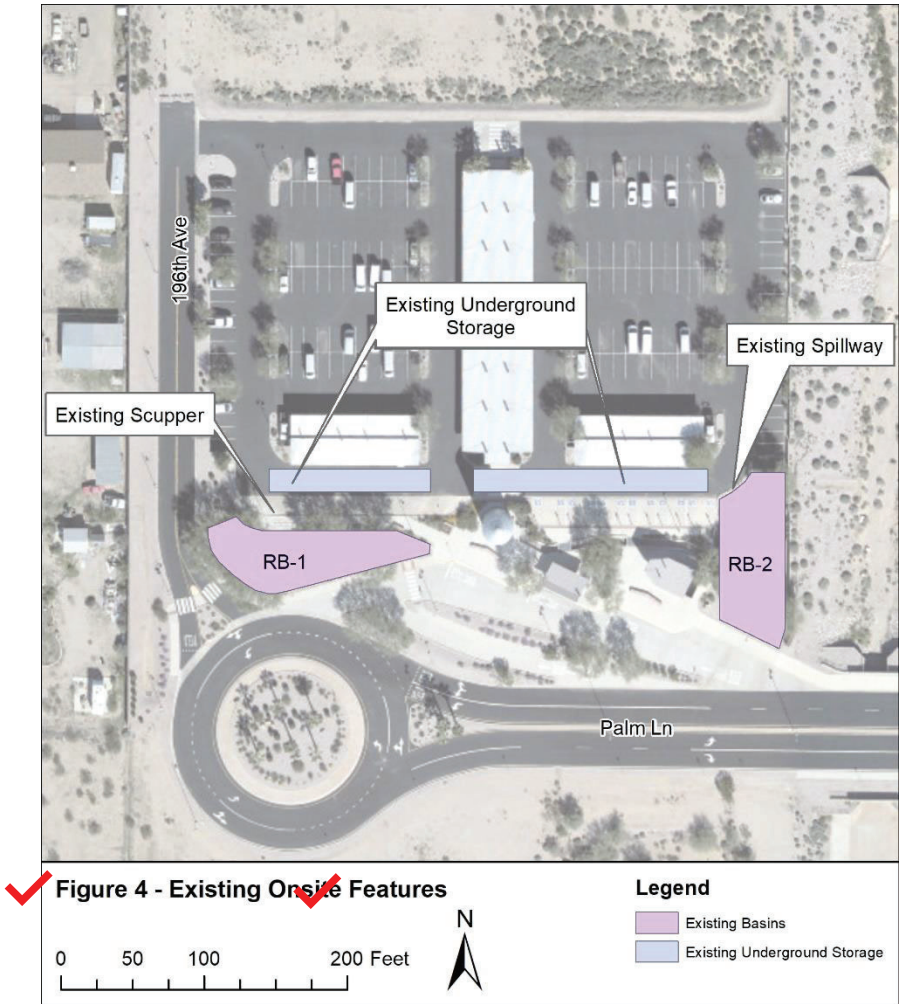
In general, offsite flows are from northwest to southeast. The Scoutten Report identifies 3 offsite drainage areas in the project vicinity. Subbasin BA1B is north of the project site, with flows conveyed directly to the White Tanks Wash. Flow from Subbasin BA2B is directed at a berm along the north side of the Phase II site. This berm blocks offsite flow from impacting the proposed site and directs it toward the east where it contributes to the White Tanks Wash. Flow from Subbasin BA3B is directed toward an existing CMU wall located to the west of both the existing and proposed site. This CMU wall partially blocks flow from BA3B. Openings at the bottom of the block wall allow for flow to pass through and enter a drainage swale that runs the entire length of the

- ✓ wall. Flow in the drainage swale is then directed south to an inlet structure and then to the White Tanks Wash No 3 located to the east of the project site. This flow pattern will remain under proposed conditions. Refer to *Figure 3* for an illustration of the existing offsite drainage features. The proposed offsite drainage design is discussed in Section 5.1.



✓ 3.3 Existing Onsite Drainage

Onsite runoff generated within the project site is directed to retention basins and underground storage via catch basins/scuppers/spillways. The west half of the site is directed to existing Retention Basin RB-1 and the east half to RB-2. Nomenclature is derived from the W.C. Scoutten Phase I report. The surface basins will pond to a depth of 3ft and then weir flow into an underground retention system. The existing site is designed to retain the 100-yr 2-hr runoff from Phase I of the park and ride facility, including the north half of Palm Lane. Refer to *Figure 4* for an illustration of the existing onsite drainage features.



5.0 Proposed Drainage Design

✓ 5.1 Proposed Offsite Drainage

As discussed in Section 3.2, offsite drainage subbasins were delineated as part of the W.C. Scoutten analysis. Flows from the northwest (Subbasin BA3B) are conveyed to the site through openings in the CMU wall along the west side of 196th Ave and then conveyed to an inlet with an ultimate outfall at the White Tanks Wash on the east side of the site. This drainage pattern will remain under the proposed condition. The drainage swale adjacent to 196th Ave extends through the Phase II improvements.

✓ Per the W.C. Scoutten report, this drainage swale intercepts offsite flow from subbasin BA3B with a 100-yr peak flow of 8.68cfs. At the south end of the drainage swale is a drop inlet that collects offsite flow. From here, flow is conveyed to the east through a storm drain system toward an outfall at the White Tanks Wash. Also per the W.C. Scoutten report, this storm drain system is shown to have a hydraulic grade line (HGL) at least 1-foot beneath the catch basin gutter elevation when conveying the full 8.68 cfs. This flow represents the existing and proposed 100-yr flow in the swale

✓ This drainage swale has been analyzed using Manning's Equation to determine whether the 100-yr offsite flow will overtop onto 196th Ave and into the project site. The channel is characterized as a V-Ditch with 1' depth, 20' top width, and a longitudinal slope of 1%. Manning's Equation is as follows:

$$Q = (1.49/n) * A * R^{2/3} * S^{1/2}$$

Where

Q = Discharge, cfs

n = Roughness Coefficient

A = Cross-Sectional Area, sf

R = Hydraulic Radius, ft

S = Longitudinal Slope, ft/ft

Table 1 summarizes the Manning's Equation parameters and capacity for this drainage swale.

Table 1 – Manning's Equation for Drainage Swale Capacity					
Roughness Coefficient, n	Area, A (sf)	Wetted Perimeter, P (ft)	Hydraulic Radius, R (ft)	Longitudinal Slope, S (ft/ft)	Discharge Capacity, Q (cfs)
0.025 ✓	10 ✓	✓ 20.10	✓ 0.498	✓ 0.01	✓ 37.42

- ✓ The 100-year peak discharge of 8.68 cfs is within the capacity of the drainage swale (37.42cfs). An existing berm to the north of the proposed project site will direct all other offsite flows to the east towards the wash.

✓ **5.2 Proposed Onsite Drainage**

Onsite flow is to be retained within the project area. The existing site provides 100-yr 2-hr retention for Phase I only. Accordingly, Phase II will need to provide additional retention facilities. Retention will be provided through the use of underground storage. Required volumes have been calculated based on the 100-yr 2-hr precipitation depth and the First Flush requirement. The following equation has been used to determine the required Phase II onsite retention volumes:

- ✓ $V = C * (P/12) * A$

- ✓ Where

- V = Volume, cubic feet

- C = Runoff Coefficient

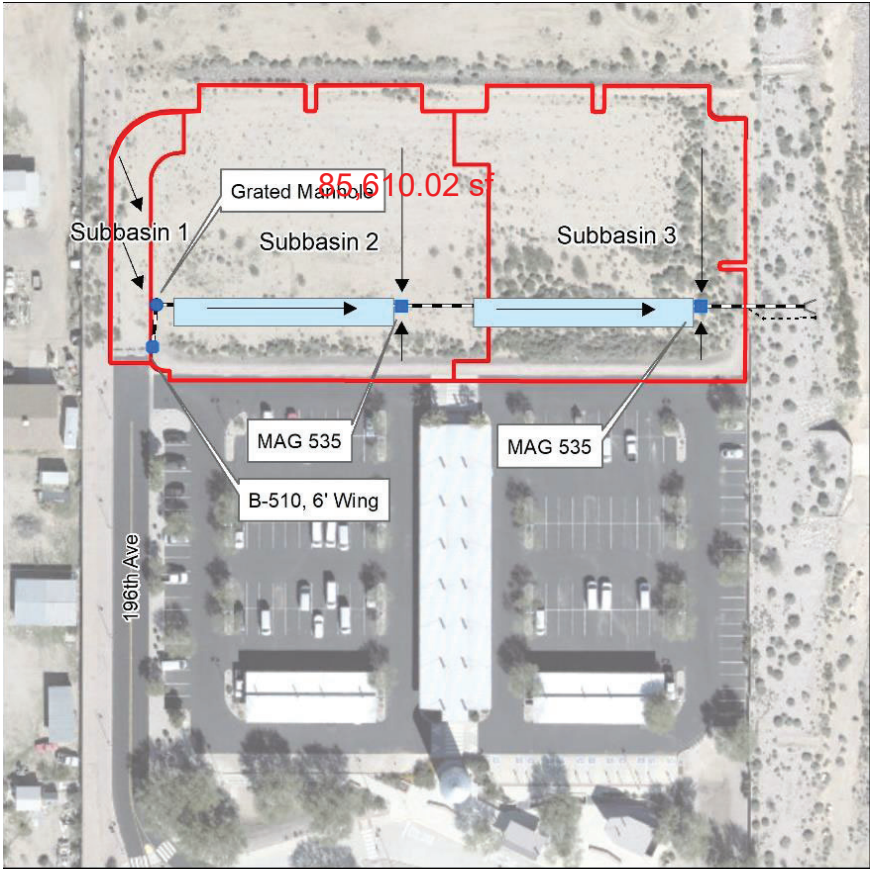
- P = Precipitation Depth, inches

- A = Contributing Area, square feet

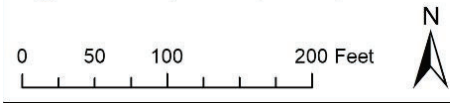
- ✓ The Basin Volume Equation parameters, resulting required volumes, and provided volumes are discussed in the following subsections.

Contributing Areas

- ✓ The proposed parking area and extension of 196th Ave will be graded into three subbasins. Runoff from each of the two parking lot subbasins will contribute to a grated area inlet. The extension of 196th Ave will be graded toward a curb opening catch basin. Both grated area inlets and the curb opening catch basin will be connected to a combined underground storage facility. Refer to *Figure 6* for an illustration of subbasin delineations. Subbasin areas are included in *Table 3*. The total Phase II project site is approximately 1.97✓ ac.



✓ **Figure 6 - Proposed Onsite Subbasins**



Runoff Coefficients

✓ Runoff Coefficients were determined using Table B3.1 of the City of Buckeye *Storm Water Drainage System Design Manual* and are summarized below in *Table 2*.

Table 2: Runoff Coefficients	
Desert Landscaping (rock)	0.55
Concrete, Asphalt, Roofs	0.95

✓ Refer to *Figure 7* for Runoff Coefficient Area Delineations. Coefficients were area weighted for each subbasin, per the following equation:

✓
$$C_W = ((0.95 * A_{95}) + (0.55 * A_{55})) / A_T$$

✓ Where

C_W = Area Weighted Runoff Coefficient

A_{95} = Impervious Area ($C=0.95$), square feet

A_{55} = Landscape/Pervious Area ($C=0.55$), square feet

A_T = Total Subbasin Area, square feet

✓ *Table 3* summarizes subbasin areas and weighted runoff coefficients.

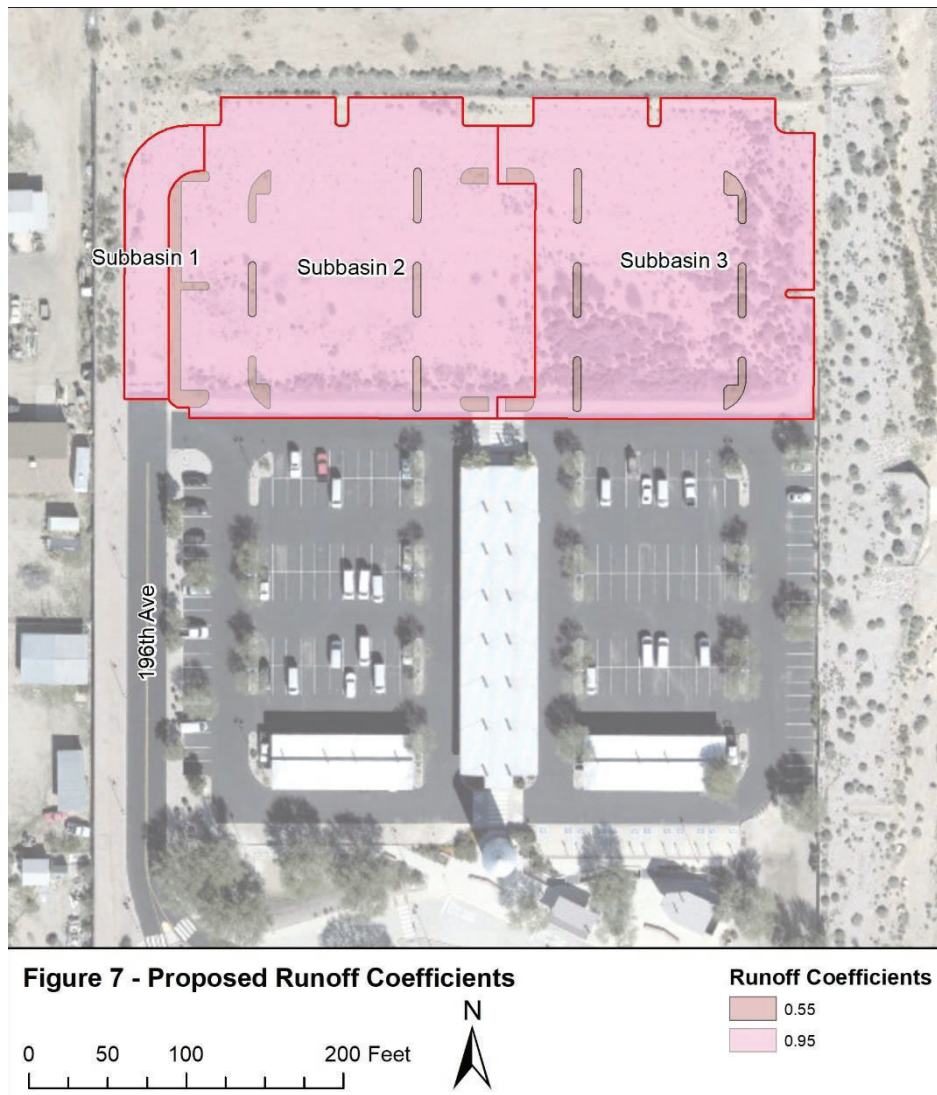


Table 3: Subbasin Area & Weighted Runoff Coefficients				
Subbasin	A ₅₅ (sf)	A ₉₅ (sf)	A _T (sf)	C _w
Subbasin 1	0	5,265	5,265	0.950
Subbasin 2	2,955	41,171	44,126	0.923
Subbasin 3	1,452	35,313	36,765	0.934
Total	4,407	81,749	86,156	0.930 ✓

✓ Precipitation Depth

The 100-yr 2-hr precipitation depth of 2.27" was determined using the National Oceanic and Atmospheric Administration's (NOAA) Atlas 14 Point Precipitation Frequency Estimates. NOAA figures and tables are included in *Appendix C*. The First Flush precipitation depth is 0.50" and is associated with a runoff coefficient of 1.0.

✓ Required Retention Volume

Required onsite retention volumes for each subbasin, and the Phase II Expansion in total, for the First Flush and 100-yr 2-hr storm events are summarized below:

Table 4a: Required Retention Volume – First Flush				
Subbasin	Avg C	P (in)	A (sq ft)	V (cu ft)
Subbasin 1	1.0	0.50	5,265	220
Subbasin 2	1.0	0.50	44,126	1,839
Subbasin 3	1.0	0.50	36,765	1,532
Total:				3,591 ✓

Table 4b: Required Retention Volume – 100-yr 2-hr				
Subbasin	Avg C	P (in)	A (sq ft)	V (cu ft)
Subbasin 1	0.950	2.27	5,265	947
Subbasin 2	0.923	2.27	44,126	7,705
Subbasin 3	0.934	2.27	36,765	6,496
Total:				15,148 ✓

Provided Retention Volume

- ✓ The proposed expansion will include an underground facility for onsite stormwater retention. The required volume is summarized in the previous section. Underground retention facility sizing has been based on *StormTech MC-4500 Chambers*, although any approved equal may be utilized. The MC-4500 Chambers have a capacity of 106.5 cubic feet per chamber and 35.7 cubic feet per end cap. With a surrounding layer of rock, the retention volumes for chambers and end caps increase to 162.6 and 108.7 cubic feet, respectively. **Preliminary underground storage design is based on the chamber storage.** Volumes including the surrounding rock layer are included for reference only.
- ✓ Runoff from all 3 onsite subbasins are to be retained in one combined underground facility. Based on *StormTech* product specifications, the required volume may be obtained using 4 rows of MC-4500 Chambers, including a total of 144 chamber sections and 8 end caps. Onsite runoff will be retained within the underground facility and will leave via percolation through the bottom layer or through a 15" overflow pipe if the storage capacity is exceeded.
- ✓ The underground storage facility volumes, including the chamber volume and the surrounding rock layer, are summarized in *Table 5a* and *Table 5b*. An overall comparison of the required and provided retention volumes is summarized in *Table 6*. Onsite runoff in excess of the volume provided by the chambers and surrounding rock layer will enter the underground facility and flow through an overflow pipe to the White Tanks wash. The invert of the pipe is set 5' above the invert of the storage facility in order to not impact the storage volume provided by the chambers (i.e. the difference in elevation between the underground storage facility bottom elevation and the overflow pipe invert is sufficient to retain the first flush and 100-yr 2-hr retention volume).

✓

Table 5a: StormTech Underground Storage Volumes – Not Including Rock Layer						
Underground Storage Facility	Rows	No of Chambers	Storage per Chamber (cf)	No of End Caps	Storage per End Cap (cf)	Total Storage Volume (cf)
West Facility	2	72	106.5	4	35.7	7,810.8
East Facility	2	72	106.5	4	35.7	7,810.8
Total						15,621.6

✓

Table 5b: StormTech Underground Storage Volumes – Including Surrounding Rock Layer*						
Underground Storage Facility	Rows	No of Chambers	Storage per Chamber (cf)	No of End Caps	Storage per End Cap (cf)	Total Storage Volume (cf)
West Facility	2	72	162.6	4	108.7	12,142
East Facility	2	72	162.6	4	108.7	12,142
Total						24,284

* For Reference

✓

Table 6: Provided Retention Volume				
Subbasin	Required Volume (cu ft)	Total Required Volume (cu ft)	Provided Volume (Chamber Only) (cu ft)	Provided Volume (w/ Rock) (cu ft)*
Subbasin 1	947	15,148	15,621.6	24,284
Subbasin 2	7,705			
Subbasin 3	6,496			

* For Reference

✓ The StormTech product specification sheet is included in *Appendix D*. Analysis shows that both the 100-yr 2-hr and First Flush runoff volumes may be retained using this underground storage product and configuration.

✓ In the event of back-to-back storms or a storm greater than the 100-yr event 2-hr event, flow will fill the underground facility and begin to contribute to the White Tanks Wash through the overflow pipe. If the flowrate toward the parking lot grates exceeds the grate capacity, flow will pond in the parking lot and will break out through a curb cut to a swale that outlets to the wash. Discussion of ponding and overflow is included in Section 6 below.

✓ Basin Drain Time

✓ The underground storage facility will drain within 36 hours through percolation. The bottom of the facility is open to the ground. The site specific percolation rate was obtained from RAMM Geotechnical Engineering and was determined to be 0.7156 in/min, correlating to an hourly rate of 3.578 (cf/hr)/sf. A safety factor of 2 was applied, reducing the effective percolation rate to 1.789 (cf/hr)/sf. The combined storage facility, with a level bottom across the entire chamber system, has an exposed bottom of approximately 4,830 sq ft. Accordingly, the provided volume of 15,621.60 cubic feet will drain in approximately 1.8 hours. The RAMM Geotechnical Report is included in *Appendix F*.

✓ 6.0 Hydraulic Analysis

As outlined in Section 5, onsite stormwater will be retained in an underground storage facility. Entrances to the underground storage facility include MAG 535 grated area inlets and a City of Buckeye B-510 Curb Opening Catch Basin. The B-510 catch basin was analyzed to determine capture ratio and the area inlets were analyzed to determine ponding depths in the parking lot. The Rational Method was used to determine the discharge to each inlet and is as follows:

✓ $Q = CiA$

- ✓ Where
 Q = Flowrate, cfs
 C = Runoff Coefficient
 i = Rainfall Intensity, in/hr
 A = Contributing Area, acres

- ✓ The contributing areas and runoff coefficients from the retention calculations summarized in Section 5 have been applied to the Rational Method as well. The rainfall intensity is determined from NOAA and is based on the 10-year 5-min storm event. Rainfall Intensity figures and tables are included in *Appendix C. Table 7* summarizes Rational Method parameters and discharges.

✓

Subbasin	Weighted Runoff Coefficient (C)	Rainfall Intensity (i) (in/hr)	Contributing Area (A) (ac)	Discharge (Q) (cfs)
Subbasin 1	0.950	5.06	0.12	0.58
Subbasin 2	0.922	5.06	1.01	4.73
Subbasin 3	0.934	5.06	0.83	3.99

- ✓ Onsite stormwater from all subbasins will be retained in a combined underground storage facility. Flow from Subbasins 2 & 3 will enter the facility via area inlets. These inlets were analyzed to determine ponding depth. Subbasin 3 will be graded to allow for some ponding in the parking lot, such that runoff from the 100-yr 2-hr design event will contribute completely to the underground storage facility before any overtopping occurs through a curb cut to the White Tanks Wash.
- ✓ Each area inlet was analyzed using Bentley Flowmaster. A representative parking lot slope of 1% was utilized with a 1" local depression. A 50% reduction factor was applied to the effective clear opening of the grate. Resulting ponding depths are summarized in *Table 8*.



Table 8: Area Inlet Ponding Depths	
Subbasin	Ponding Depth (in)
Subbasin 2	3.96
Subbasin 3	3.48



The resulting ponding depths are below the maximum depth of 6" for retention in paved parking lot areas for the 100-yr 2-hr storm event as specified in Section 5.3-15 of the City of Buckeye *Storm Water Drainage System design Manual*. Bentley Flowmaster output sheets are included in *Appendix E*. Stormwater runoff from Subbasin 5 will be captured using a City of Buckeye B-510 curb opening catch basin located on the east side of 196th Ave. This catch basin was also analyzed using Bentley Flowmaster with output summary sheet included in *Appendix E*. This catch basin will require a 6' wing located on the downstream side of the maintenance basin.



7.0 Conclusions

Phase II of the Buckeye Park & Ride Facility, located at the northwest corner of Palm Ln & Jackrabbit Trail, includes the construction of additional parking stalls, an extension of 196th Ave, and new stormwater retention facilities. Offsite flow to the proposed site is intercepted by a drainage swale adjacent to the west of 196th Ave and is directed toward the White Tanks Wash east of the site. Onsite stormwater runoff will be captured by area inlets or a curb opening inlet and retained in an underground storage facility. Flow in excess of the storage facility capacity will be directed via an overflow pipe and/or parking lot curb cut to the White Tanks Wash.



8.0 References



1. City of Buckeye Public Works, *Storm Water Drainage System Design Manual*, August 2007.



2. Maricopa County Flood Control District, *Drainage Design Manual for Maricopa County, Arizona, Hydrology*, August 2013.



3. Maricopa County, Flood Control District, *Drainage Design Manual for Maricopa County, Arizona, Hydraulics*, August 2013.

APPENDIX A – W.C. SCOUTTEN PHASE I DRAINAGE REPORT

DRAINAGE REPORT FOR EAST BUCKEYE PARK AND RIDE BUCKEYE, ARIZONA

June 1, 2011



Prepared by:
W.C. SCOUTTEN, INC.
1626 N. Litchfield Road, Suite 310
Goodyear, AZ 85395
(623) 547-4661

TABLE OF CONTENTS

1. INTRODUCTION/PURPOSE 1

2. SITE DESCRIPTION 1

3. PROPOSED DEVELOPMENT 2

4. OFF-SITE DRAINAGE 2

5. ON-SITE RETENTION 2

6. FLOOD ZONE INFORMATION..... 4

7. SUMMARY AND CONCLUSION..... 5

8. REFERENCES..... 6

APPENDICES

Appendix A Off-Site Drainage Calculations

Appendix B Retention Calculations

EXHIBITS

Exhibit 1 11”x 17” Site Drainage Map

3. PROPOSED DEVELOPMENT

The overall development will be a Park and Ride with approximately 274 parking spaces. Palm Lane will be the only entrance into the Park and Ride for the buses, cars, and pedestrians. Palm Lane is designed to have two-lanes in each direction with a median. At the end of Palm Lane there will be a round-a-bout. At the entrance of Palm Lane from Jackrabbit Trail the Flood Control District is constructing a new outfall channel and 7' x 16' box culvert.

4. OFF-SITE DRAINAGE

An overall look at the regional contours surrounding the site show that the off-site runoff comes from the northwest, see **Appendix A** for Off-Site Drainage Exhibit with contours. From the contours, three off-site drainage basins were delineated. Since each basin was not greater than 160 acres, the Rational Method was used to determine the 100-year runoff from each basin. The calculations for each basin can be found in **Appendix A**. Basin BA3B which flows to the west property line was determined to have a magnitude of 8.68 cfs in the 100-year storm event.

To collect and manage the off-site flow from BA3B, openings were designed in the 6-foot high CMU wall running north to south along the west property line of the Park and Ride and a drainage swale was designed along the west property line of the Park and Ride. The collected runoff will be conveyed to a drop inlet structure. The inlet will capture the off-site runoff and convey it in an 18-inch storm drain to the proposed 7' x 16' box culvert at the White Tanks FRS 3 Outfall Channel. Storm drain calculations can be found in **Appendix A** in the back of the report.

5. ON-SITE RETENTION

The Park and Ride was designed to channel excess runoff water away from the parking areas to retention basins within the site. The runoff will be collected via catch basins, a scupper, and a spillway. The west half of the parking area and access road is directed to Retention Basin 1 (RB-1) and the east half of the parking area and Palm Lane is directed to Retention Basin 2 (RB-2). Both RB-1 and RB-2 are connected to underground StormTech retention systems by a weir structure. During large storm events the water will begin to fill the basins until it reaches a depth of three feet, at this point the water will begin to weir into the respective structure and be conveyed via a 24-inch pipe to the StormTech system. The Park and Ride retention system was designed to retain both the 100-year, 2-hour runoff from the Park and Ride site and the north half of Palm Lane.

The south half of Palm Lane will be retained in a temporary 1-foot deep retention basin (RB-3) located on Nevada Holding's property (Lot 1 of the JRM-NWC Subdivision). When Nevada Holding's develops their property in the future, they will

be required to build a permanent retention basin that collects their adjacent half street runoff during the 100-year, 2-hour storm event.

The Park and Ride site provides 37,262 cubic-feet of storage with an additional 11,872 cubic-feet of freeboard retention. The total 100-year, 2-hour retention required for the site is 37,707 cubic-feet.

- ✓ All storm water will be dissipated by means of natural percolation into the sub soil. The weir structure in both RB-1 and RB-2 were designed with an orifice that will bleed-off the retained runoff into the underground StormTech system where it will percolate into the soil. All retained water on the site will be disposed of within 36 hours from the end of the storm event. The retention required and provided calculations along with percolation calculations for the Park and Ride can be found in **Appendix B.**

6. FLOOD ZONE INFORMATION

The Maricopa County, Arizona and Incorporated Areas Flood Insurance Rate Map (F.I.R.M.) panel number 04013C2055 G, dated September 30, 2005, (References 6) indicates that the project falls within Zone X shaded and Zone AE (**Figure 2**). Zone X shaded is defined by the Federal Emergency Management Agency (FEMA) as:

Areas of 0.2% annual chance flood; Areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from the 1% annual chance flood.

Zone X is outside the delineated 100-year floodplain. Flood insurance is available, but not required by the Federal Insurance Administration, for buildings concerned with a federally insured loan. Flood insurance is optional at the discretion of the owner or lending institution.

Zone AE cross hatched is defined by the Federal Emergency Management Agency (FEMA) as:

Base flood elevation determined.

Zone AE will be redefined by the Flood Control District of Maricopa County (FCDMC) White Tanks FRS 3 Outfall Channel which crosses the site to the east, which falls within a 138-ft wide FCDMC easement. The FCDMC is currently in the process of a Letter of Map Revision (LOMR) which will be issued with the next FIRM map update.

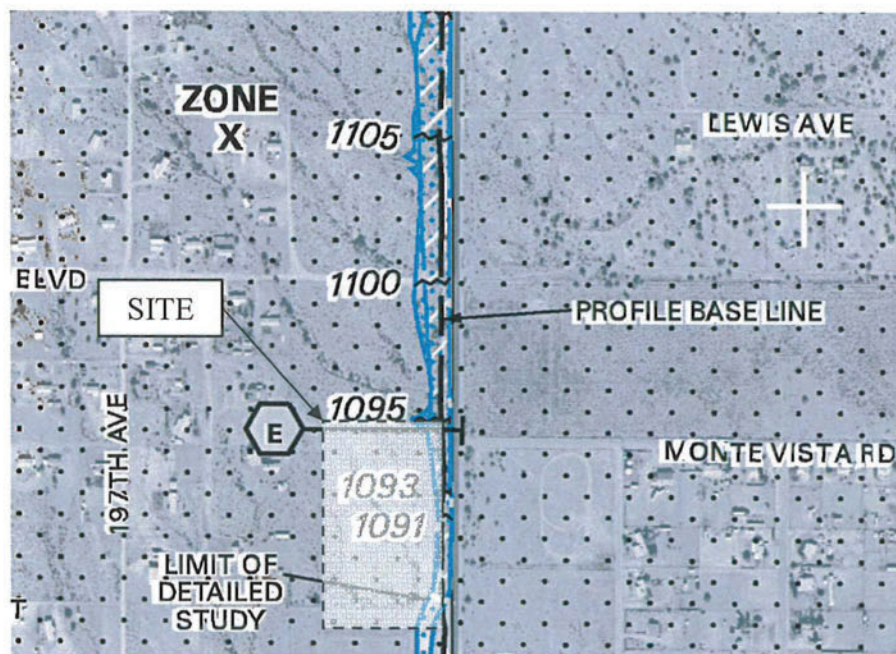


Figure 2 – FIRM Map

7. SUMMARY AND CONCLUSION

1. The site is situated in an area that is undeveloped desert land with residential developments to the north and northwest of the site.
2. The site will be developed into a Park and Ride with Palm Lane as the only access from Jackrabbit Trail.
3. The site will intercept the off-site flow from the northwest and convey the flow to the south by way of a channel. The off-site runoff will be collected in a drop inlet and conveyed via storm drain to the Flood Control Culvert.
4. The Park and Ride site and Palm Lane will retain the 100-year, 2-hour storm event utilizing above ground and below ground retention. The retention system will dissipate the collected runoff within 36-hours of the passing storm event.
5. The Park and Ride and Palm Lane meet first flush requirements.
6. The Park and Ride is located in a Zone X shaded flood zone.
7. Palm Lane will cross the Zone AE flood zone via a 7' x 16' box culvert constructed by the FCDMC as part of the FCDMC White Tanks FRS Outfall Channel which is currently under construction.

8. REFERENCES

1. Town of Buckeye Storm Water Drainage Design Manual (DM500)
2. Drainage Design Manual for Maricopa County, Arizona, Hydrology, June 14, 2010.
3. Drainage Design Manual for Maricopa County, Arizona, Hydraulics, June 2010 Draft.
4. Federal Emergency Management Agency Flood Insurance Rate Map (FIRM), Maricopa County, Arizona and Incorporated Areas, Panel Number 04013C2055G, dated September 30, 2005.
5. Loop 303/White Tanks ADMPU Area Hydrologic Analysis in Maricopa County, Flood Control District Maricopa County, Arizona, September 4, 2009.
6. Geotechnical Engineering Report – New Park & Ride Facility – Jackrabbit Trail & (Future) Palm Lane, Buckeye, Arizona by Ricker Atkinson McBee Morman & Associates, RAMM Project No. G18037, dated August 19, 2010.

APPENDIX A
EAST BUCKEYE PARK AND RIDE
Off-Site Drainage Calculations

HYDROLOGIC CALCULATION SUMMARY SHEET
RATIONAL METHOD - OFF-SITE FLOW
W.C. Scoutten, Inc.

Project Name: East Buckeye Park & Ride
Project No.:

Prepared by: REM
Revised by:

Date: 06/01/11
Date:

Complete calculations for each concentration point are presented in the attached hydrologic calculation sheets.

Sub-Basin & Concentration Point ID	C				I				A	Q			
	Runoff Coefficient				Intensity					Peak Discharge			
	Frequency				Frequency					Frequency			
	2-year	10-year	50-year	100-year	2-year	10-year	50-year	100-year		2-year	10-year	50-year	100-year
					[in/hr]				[acres]	[cfs]			
BA1B	0.30	0.40	0.48	0.50	1.14	2.14	2.99	3.37	104.82	35.85	89.73	150.44	176.63
BA2B	0.30	0.40	0.48	0.50	1.52	2.83	4.25	4.89	6.98	3.18	7.90	14.24	17.06
BA3B	0.30	0.40	0.48	0.50	1.86	3.44	5.00	5.84	2.97	1.66	4.09	7.13	8.68

HYDROLOGIC DESIGN DATA SHEET RATIONAL METHOD W.C. Scoutten, Inc.

Concentration Point ID: BA1B

Project Name: East Buckeye Park & Ride
Project No.:

Prepared by: REM
Revised by:

Date: 06/01/11
Date:

Location Data

State: Arizona

County: Maricopa

Jurisdiction: Town of Buckeye

Design Data

Design Frequency:	100	[yr]	Flow Path Length (L)=	8126.00	[ft]
Check Frequency:	50	[yr]	Elevation _{Max} :	1193.00	[ft]
Check Frequency:	10	[yr]	Elevation _{Min} :	1096.00	[ft]
Check Frequency:	2	[yr]	Elevation _{Difference} :	97.00	[ft]
Drainage Area (A)=	104.82	[acres]	Flow Path Slope _{Average} (S)=	0.01194	[ft/ft]

Watershed Characteristics

Hydrologic Soil Group: --
Vegetation Cover: <25 [%]
Classification Type: B (Reference, Table 3.1, Page 3-3)

Rational Method Computations

Time of Concentration, (T_c)⁽²⁾:

$$T_c = 11.4 * L^{0.5} * K_b^{0.52} * S^{-0.31} * i^{-0.38}$$

L	[mi]	K _b =m Log A + b
S	[ft/mi]	m= -0.01375
i	[in/hr]	b= 0.08
		A = Area [acres]

Frequency				T _c	i
[yr]	m	b	K _b	[min]	[in/hr]
2	-0.01375	0.08	0.052219	48.0	1.14
10	-0.01375	0.08	0.052219	38.0	2.14
50	-0.01375	0.08	0.052219	33.0	2.99
100	-0.01375	0.08	0.052219	32.0	3.37

Peak Discharge (Q):

$$Q = C * i * A$$

A	[acres]
i	[in/hr]
C	Runoff Coefficient

$C_{10}^{(2)} = 0.30$
 $C_{10}^{(2)} = 0.40$
 $C_{50}^{(2)} = 0.48$
 $C_{100}^{(2)} = 0.50$

$Q_{10} = 35.85$ [cfs]
 $Q_{10} = 89.73$ [cfs]
 $Q_{50} = 150.44$ [cfs]
 $Q_{100} = 176.63$ [cfs]

Reference: Drainage Design Manual for Maricopa County, Arizona, Volume I, Hydrology. June 2010.

HYDROLOGIC DESIGN DATA SHEET RATIONAL METHOD W.C. Scoutten, Inc.

Concentration Point ID: BA2B

Project Name: East Buckeye Park & Ride
Project No.:

Prepared by: REM
Revised by:

Date: 06/01/11
Date:

Location Data

State: Arizona

County: Maricopa

Jurisdiction: Town of Buckeye

Design Data

Design Frequency:	100	[yr]	Flow Path Length (L)=	2018.00	[ft]
Check Frequency:	50	[yr]	Elevation _{Max} :	1120.00	[ft]
Check Frequency:	10	[yr]	Elevation _{Min} :	1098.00	[ft]
Check Frequency:	2	[yr]	Elevation _{Difference} :	22.00	[ft]
Drainage Area (A)=	6.98	[acres]	Flow Path Slope _{Average} (S)=	0.01090	[ft/ft]

Watershed Characteristics

Hydrologic Soil Group: --
Vegetation Cover: <25 [%]
Classification Type: B (Reference, Table 3.1, Page 3-3)

Rational Method Computations

Time of Concentration, (T_c)⁽²⁾:

$$T_c = 11.4 * L^{0.5} * K_b^{0.52} * S^{-0.31} * i^{-0.38}$$

L	[mi]	K _b =m Log A + b
S	[ft/mi]	m= -0.01375
i	[in/hr]	b= 0.08
		A = Area [acres]

Frequency [yr]	m	b	K _b	T _c [min]	i [in/hr]
2	-0.01375	0.08	0.068398	25.0	1.52
10	-0.01375	0.08	0.068398	20.0	2.83
50	-0.01375	0.08	0.068398	17.0	4.25
100	-0.01375	0.08	0.068398	16.0	4.89

Peak Discharge (Q):

$$Q = C * i * A$$

A	[acres]
i	[in/hr]
C	Runoff Coefficient

$C_{10}^{(2)} = 0.30$
 $C_{10}^{(2)} = 0.40$
 $C_{50}^{(2)} = 0.48$
 $C_{100}^{(2)} = 0.50$

$Q_{10} = 3.18$ [cfs]
 $Q_{10} = 7.90$ [cfs]
 $Q_{50} = 14.24$ [cfs]
 $Q_{100} = 17.06$ [cfs]

Reference: Drainage Design Manual for Maricopa County, Arizona, Volume I, Hydrology. June 2010.

HYDROLOGIC DESIGN DATA SHEET RATIONAL METHOD W.C. Scoutten, Inc.

Concentration Point ID: BA3B

Project Name: East Buckeye Park & Ride
Project No.:

Prepared by: REM
Revised by:

Date: 06/01/11
Date:

Location Data

State: Arizona

County: Maricopa

Jurisdiction: Town of Buckeye

Design Data

Design Frequency:	100	[yr]	Flow Path Length (L)=	951.00	[ft]
Check Frequency:	50	[yr]	Elevation _{Max} :	1108.00	[ft]
Check Frequency:	10	[yr]	Elevation _{Min} :	1098.00	[ft]
Check Frequency:	2	[yr]	Elevation _{Difference} :	10.00	[ft]
Drainage Area (A)=	2.97	[acres]	Flow Path Slope _{Average} (S)=	0.01052	[ft/ft]

Watershed Characteristics

Hydrologic Soil Group: --
Vegetation Cover: <25 [%]
Classification Type: B (Reference, Table 3.1, Page 3-3)

Rational Method Computations

Time of Concentration, (T_c)⁽²⁾:

$$T_c = 11.4 * L^{0.5} * K_b^{0.52} * S^{-0.31} * i^{-0.38}$$

L [mi]
S [ft/mi]
i [in/hr]
K_b = m Log A + b
m = -0.01375
b = 0.08
A = Area [acres]

Frequency [yr]	m	b	K _b	T _c [min]	i [in/hr]
2	-0.01375	0.08	0.073494	17.0	1.86
10	-0.01375	0.08	0.073494	13.0	3.44
50	-0.01375	0.08	0.073494	12.0	5.00
100	-0.01375	0.08	0.073494	11.0	5.84

Peak Discharge (Q):

$$Q = C * i * A$$

A [acres]
i [in/hr]
C Runoff Coefficient

C₁₀⁽²⁾ = 0.30
C₁₀⁽²⁾ = 0.40
C₅₀⁽²⁾ = 0.48
C₁₀₀⁽²⁾ = 0.50

Q₁₀ = 1.66 [cfs]
Q₁₀ = 4.09 [cfs]
Q₅₀ = 7.13 [cfs]
Q₁₀₀ = 8.68 [cfs]

Reference: Drainage Design Manual for Maricopa County, Arizona, Volume I, Hydrology. June 2010.

Buckeye Park & Ride Expansion
Contract No. 2022004
Combs Construction Company, Inc.

283

ROAD

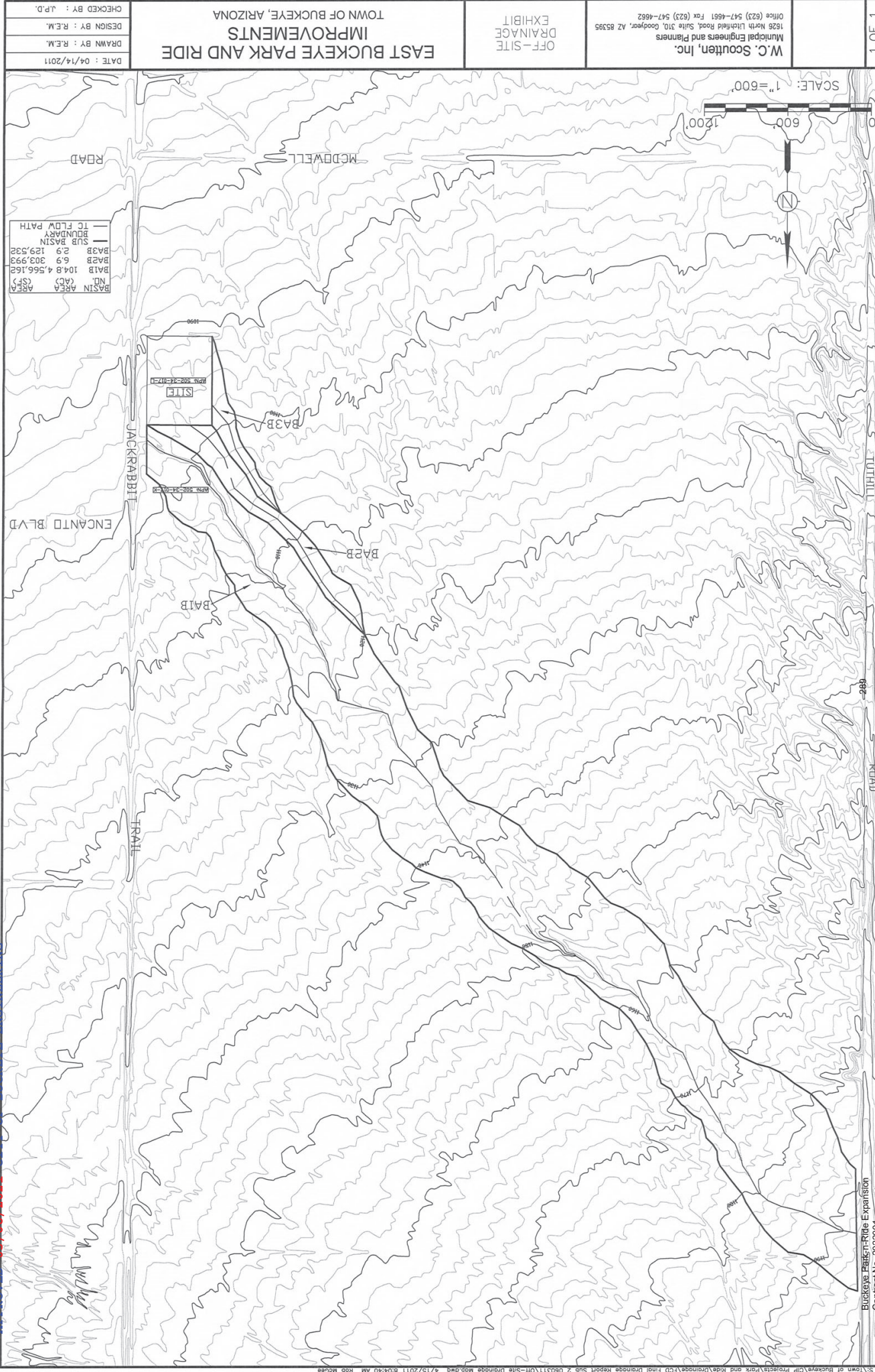
TUHILL

ROAD

1 OF 1

APPROVED 03/08/2021 CITY OF BUCKEYE ENGINEERING

S:\Town of Buckeye\City Projects\Park and Ride\Drainage\FCB Final Drainage Report Sub 2 080311\Off-Site Drainage Map.dwg 4/15/2011 8:04:40 AM Rob McGee



W.C. Scouten, Inc.
Municipal Engineers and Planners
1526 North Litchfield Road, Suite 310, Goodyear, AZ 85395
Office (623) 547-4661 Fax (623) 547-4662

OFF-SITE
DRAINAGE
EXHIBIT

EAST BUCKEYE PARK AND RIDE
IMPROVEMENTS
TOWN OF BUCKEYE, ARIZONA

DATE: 04/14/2011
DRAWN BY: R.E.M.
DESIGN BY: R.E.M.
CHECKED BY: J.P.D.

HYDRAULIC GRADE LINE CALCULATIONS
STORM DRAIN A
100-Year Storm Event
W.C. Scoutten, Inc.

Project Name: East Buckeye Park and Ride
Project No.:

Prepared By: REM
Checked By:

Date: 6/1/2011
Date:

Purpose: Calculate the HGL and EGL for the 100-year storm event.

Methodology: The HGL was calculated starting from the downstream controlling surface water to the proceeding upstream point of interest. Headlosses were calculated from point of interest to point of interest and added to the HGL calculation.

Assumptions: 1. Full Flow Condition
 3. Velocities of connector pipes at junctions obtained assuming full flow at designed connector pipe slope.

Criteria: Minimum catch basin freeboard 1' below gutter elevation
 Main-Line Minimum Pipe Size 18-inches
 Rubber Gasket Reinforced Concrete Pipe [RGRCP] Minimum Manning's "n" value of 0.013
 Reinforced Concrete Box Minimum Manning's "n" value of 0.015

References: 1. Drainage Design Manual for Maricopa County, Arizona, Volume I, Hydrology, November 2003.
 2. Drainage Design Manual for Maricopa County, Arizona, Volume II, Hydraulics, September 2003.
 3. Please enter "Jurisdictional City Design Manual" or any other reference that applies

Calculations:

Manning's n: $n = 0.013$, Concrete Pipe, [Reference 2, Table 4.1];

Flow Area: $A = r^2 \cdot \pi$; r = Pipe Radius

Velocity: $V = Q/A$

Velocity Head: Velocity Head = $V^2/2g$; $g = 32.2 \text{ ft/s}^2$ [Reference 2]

K: $K = 2 \cdot g \cdot n^2 / 2.21$ [Reference 2]

Hydraulic Radius R: $R = A/P$; P = Wetted Perimeter = $2 \cdot \pi \cdot r$

Slope Friction: $S_f = K \cdot [V^2/2 \cdot g \cdot R^{4/3}]$ [Reference 2]

Pipe Outlet Headloss: $h_o = 1.0 \cdot [V^2/2 \cdot g]$ [Reference 2]

Pipe Friction Headloss: $h_f = S_f \cdot L$ [Reference 2]

Junction Headloss: $h_j = [V_1^2/2g] - [V_2^2/2g] + \frac{2 \cdot [Q_2 \cdot V_2 - Q_1 \cdot V_1 - Q_3 \cdot V_3 \cdot \cos(\Theta)]}{[A_1 + A_2] \cdot g}$ [Reference 2]

$A_1: A_1 = r^2 \cdot \pi$

$Q_1: Q$ upstream from pipe junction

$V_1: V_1 = [Q_1]/[A_1]$

$A_2: A_2 = r^2 \cdot \pi$

$Q_2: Q$ downstream from pipe junction

$V_2: V_2 = [Q_2]/[A_2]$

$A_3: A_3 = r^2 \cdot \pi$

$Q_3: Q_2 - Q_1$

$V_3: V_3 = [Q_3]/[A_3]$

$V_1^2/2g: V_1^2/2 \cdot g, g = 32.2 \text{ ft/s}^2$

$V_2^2/2g: V_2^2/2 \cdot g, g = 32.2 \text{ ft/s}^2$

Transition Headloss: $h_t = k_e \cdot V^2/2g$, K_e = Coefficient for Sudden Enlargement [Reference 2, Page 4-17]

Straight-Through Manhole Headloss: Straight-Through Manhole Losses [no laterals] $h_{stmh} = k_b \cdot [V^2/2g]$

Bend Manhole Headloss: Bend Losses at Manholes $h_{bmh} = k_b \cdot [V^2/2g]$; k_b = Bend Loss Coefficient [Reference 2, Page 4-23]

Total Headloss: Summation of all the Head Losses = $h_o + h_f + h_j + h_t + h_b + h_{stmh} + h_{bmh}$

HGL: Hydraulic Grade Line = Controlling Water Surface + Headloss in Pipe at that Point

EGL: EGL = Controlling Water Surface + Headloss in Pipe at that Point + Velocity Head

HGL Elevation Below Gutter Elevation: HGL at Inlet - Gutter at Inlet

HYDRAULIC GRADE LINE CALCULATIONS
STORM DRAIN MAIN LINE
 100-Year Storm Event
 W.C. Scoutten, Inc.

Project Name: East Buckeye Park and Ride
 Project No.:

Prepared By: REM
 Checked By:

Date: 6/1/2011
 Date:

Conveyance ID	Station		Pipe Invert Elevation [ft]		Pipe Properties			Design Discharge		Friction Slope			
	[Inlet]	[Outlet]	Inlet	Outlet	Size [in]	Length [ft]	Manning's n	Flow Area [ft ²]	Design Discharge [cfs]	Velocity V [ft/s]	Friction Loss Coefficient K	Friction Radius R [ft]	Friction Slope S _f [ft/ft]
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Storm Drain A													
P-2		00+00.00	1090.37	1087.49	18	195.49	0.013	1.77	8.68	4.90	0.37	0.0049	0.38
P-1		Outlet	1087.39	1084.50	18	301.01	0.013	1.77	8.68	4.90	0.37	0.0049	0.38
Outlet									8.68	4.90	0.37	0.0049	0.38

Conveyance ID	Pipe Outlet h _o [ft]	Pipe Friction h _f [ft]	Lateral Angle into Main Line [degrees]	Lateral Size [in]	Head Losses										Total Head Loss		Manhole Loss h _{man} [ft]	Manhole Bend Angle [degrees]	Junction h _j [ft]	HGL		EGL		Gutter Elevation Below Gutter Elevation [ft]	HGL Elevation [ft]	Notes	
					A ₁ [ft ²]	Q ₁ [cfs]	V ₁ [ft/s]	A ₂ [ft ²]	Q ₂ [cfs]	V ₂ [ft/s]	A ₃ [ft ²]	Q ₃ [cfs]	V ₃ [ft/s]	V ₁ /2*g	V ₂ /2*g	Inlet [ft]				Outlet [ft]	Inlet [ft]	Outlet [ft]					
1	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	-	41
Storm Drain A																											
P-2		1.29																	1.29	1090.67	1089.38	1092.09	1089.75	1093.30	3.63	-	
P-1		1.99																	2.01	1089.38	1087.37	1089.75	1087.74	1094.10	4.72	-	
Outlet	0.37																		0.37	1087.37	1087.00	1087.74	1087.00	1087.00	4.72	-	

Conclusion: The HGL for storm drain A is at least 1-foot below the catch basin gutter elevation.

Manholes are spaced a maximum of 300-feet apart.

Storm drain main line is greater than the minimum of 18-inches.

Storm drain is sufficiently sized to convey the peak discharge.

Notes: 1. The calculated HGL was lower than the actual pipe invert or the normal flow depth. This indicates that the storm drain is not flowing under a pressurized condition, but is instead flowing under open channel conditions. Therefore, the water surface elevation in the pipe is the normal depth of flow for the pipe as calculated by the Manning's equation.

APPENDIX B
EAST BUCKEYE PARK AND RIDE
Retention Calculations

HYDRAULIC CALCULATION SHEET

Retention Calculations

W.C. Scoutten, Inc.

Project Name: East Buckeye Park & Ride
Project No.:

Prepared by: REM
Revised By:

Date: 06/01/11
Date:

Purpose: Evaluate the required and provided retention volumes in order to assess conformance to project criteria.

Methodology: Calculate the volume of stormwater required to be retained using Town of Buckeye criteria. Calculate the estimated volume of stormwater retained using retention basin geometry.

Criteria: Retain the calculated stormwater run-off for the 100-Year, 2-Hour duration storm event.

References: 1. Drainage Design Manual for Maricopa County, Arizona, Volume I: Hydrology, November 2003.
2. Drainage Design Manual for Maricopa County, Arizona, Volume II: Hydraulics, September 2003.

Calculations: Volume Required = $C_{Composite} * P/12 * A$ [ft³] (Reference 1)

P = 2.3 [in] (Reference 1)
C = 0.95 (Pavement) (Reference 1)
C = 0.55 (Desert Landscape) (Reference 1)
C = 0.50 (Other) (Reference 1)

$$\text{Composite } C = (C_1 * A_1 + C_2 * A_2 + C_3 * A_3) / A_{total}$$

$$\text{Volume Required} = \text{Composite } C * P/12 * A$$

Results:

Identifiers Contributory Area ID	CALCULATE RETENTION VOLUME REQUIRED					Volume Required	
	Total Area [acres]	Pavement Areas [acres]	Landscape Areas [acres]	Other Areas [acres]	Weighted C	[acre-ft]	[ft ³]
DA-1	0.22	0.00	0.22	0.00	0.55	0.02	995.16
DA-2	0.19	0.19	0.00	0.00	0.95	0.03	1,500.38
DA-3	1.32	1.32	0.00	0.00	0.95	0.24	10,470.89
DA-4	1.25	1.25	0.00	0.00	0.95	0.23	9,952.70
DA-5	0.04	0.00	0.04	0.00	0.55	0.00	194.65
DA-6	0.17	0.00	0.17	0.00	0.55	0.02	761.01
DA-7	0.16	0.00	0.16	0.00	0.55	0.02	730.56
DA-8	1.18	1.18	0.00	0.00	0.95	0.22	9,380.04
DA-9	0.47	0.47	0.00	0.00	0.95	0.09	3,721.63
Total Area:	5.00					0.87	37,707.02
					TOTAL VOLUME REQUIRED:		

HYDRAULIC CALCULATION SHEET

Retention Provided

W.C. Scoutten, Inc.

Project Name: East Buckeye Park & Ride
Project No.:

Prepared By: REM
Revised By:

Date: 06/01/11
Date:

$$\text{Retention Basin Volume Provided} = H/3 * (A_{H.W.} + A_{\text{BOTTOM}} + (A_{H.W.} * A_{\text{BOTTOM}})^{0.5})$$

ABOVE GROUND RETENTION					
Basin ID	HW Area ft ²	Bottom ft ²	H ft	Volume Provided ft ³	Drainage Areas contributing to Basins
RB-1	2,445.48	140.09	3.00	3,170.88	DA-2, DA-3, DA-6
RB-2	2,927.69	563.77	3.00	4,776.19	DA-4, DA-5, DA-7, DA-8
RB-3	4,693.94	3,352.27	1.00	4,004.33	DA-9
RB-4	387.68	15.11	1.00	159.78	DA-1
Total ->				12,111.18	

UNDERGROUND RETENTION				
Pipe ID	Number of MC-4500 Chambers ea	Number of End Caps ea	Volume Provided ft ³	Drainage Areas contributing to Basins
System 1	56	4	9,540.40	DA-2, DA-3, DA-6
System 2	92	6	15,611.40	DA-4, DA-5, DA-7, DA-8
Total ->			25,151.80	

MC-4500 Chamber Volume with Stone= 162.6 CF/Chamber

MC-4500 Endcap Volume with Stone= 108.7 CF/Endcap

Basin ID	Retention Required ft ³	Retention Provided* ft ³	Excess/Deficiencies ft ³	Freeboard ft ³
RB-1 + System 1	12,732.28	12,711.28	-21.00	3,019.00
RB-2 + System 2	20,257.95	20,387.59	129.65	3,443.00
RB-3	3,721.63	4,004.33	282.70	5,410.00
RB-4	995.16	159.78	-835.39	0.00
Total ->	37,707.02	37,262.98	-444.04	11,872.00

*Retention Provided is a sum of the underground retention system and the above ground basins at a water depth noted in the above ground retention table above. Freeboard was calculated from the additional foot of volume found in basins RB-1, RB-2, and RB-3.

CALCULATED PERCOLATION TIME

Percolation Calculations

W.C. Scoutten Job: EAST BUCKEYE PARK AND RDIE
 Prepared By: REM
 Date: 6/2/2011

CRITERIA USED: Town of Buckeye Drainage Standards

GIVEN: REQUIRED DRAIN TIME = 36 HRS
 TEST RESULTS: DETERMINED PERC TIME = 0.3336 (INCHES/MIN)
 PERC RATE = 1.668 (FT³/HR)/FT²
 ASSUMPTIONS: DRY WELL FLOW RATE = 0 CFS (safety factor applied)
 SAFETY FACTOR = 2

RETENTION BASIN	VOL. (FT ³)	AVG. PERMEABLE AREA (FT ²)	PERC RATE (FT ³ /HR)/FT ²	PERC RATE SF APPLIED (FT ³ /HR)/FT ²	PERC TIME (HR)	Trench Drain Length	PERC TIME ADJUSTED (HR)
System 1	12,711	2,326	1.668	0.834	6.6		N/A
System 2	20,388	3,838	1.668	0.834	6.4		N/A

APPENDIX B – FEMA FIRM PANEL

APPENDIX C – NOAA POINT PRECIPITATION FREQUENCY ESTIMATES



NOAA Atlas 14, Volume 1, Version 5
 Location name: Buckeye, Arizona, USA*
 Latitude: 33.4692°, Longitude: -112.4802°
 Elevation: 1096.15 ft**

* source: ESRI Maps

** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps_&_aerials](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.198 (0.163-0.245)	0.259 (0.213-0.321)	0.351 (0.287-0.433)	0.422 (0.343-0.518)	0.516 (0.415-0.632)	0.589 (0.467-0.719)	0.664 (0.516-0.808)	0.740 (0.566-0.901)	0.839 (0.627-1.02)	0.916 (0.671-1.12)
10-min	0.302 (0.248-0.374)	0.393 (0.324-0.488)	0.535 (0.437-0.659)	0.642 (0.522-0.788)	0.786 (0.631-0.962)	0.897 (0.710-1.09)	1.01 (0.786-1.23)	1.13 (0.862-1.37)	1.28 (0.954-1.56)	1.39 (1.02-1.71)
15-min	0.374 (0.307-0.463)	0.488 (0.401-0.605)	0.663 (0.542-0.817)	0.796 (0.647-0.977)	0.975 (0.783-1.19)	1.11 (0.880-1.36)	1.25 (0.975-1.53)	1.40 (1.07-1.70)	1.58 (1.18-1.93)	1.73 (1.27-2.11)
30-min	0.504 (0.414-0.624)	0.657 (0.541-0.814)	0.893 (0.729-1.10)	1.07 (0.871-1.32)	1.31 (1.05-1.61)	1.50 (1.19-1.83)	1.69 (1.31-2.05)	1.88 (1.44-2.29)	2.13 (1.59-2.60)	2.33 (1.70-2.85)
60-min	0.623 (0.512-0.772)	0.813 (0.669-1.01)	1.11 (0.903-1.36)	1.33 (1.08-1.63)	1.62 (1.30-1.99)	1.85 (1.47-2.26)	2.09 (1.62-2.54)	2.33 (1.78-2.83)	2.64 (1.97-3.22)	2.88 (2.11-3.52)
2-hr	0.701 (0.586-0.851)	0.903 (0.756-1.10)	1.21 (1.01-1.47)	1.45 (1.20-1.75)	1.77 (1.44-2.13)	2.02 (1.62-2.42)	2.27 (1.80-2.72)	2.53 (1.97-3.03)	2.89 (2.19-3.46)	3.16 (2.35-3.80)
3-hr	0.738 (0.617-0.898)	0.942 (0.794-1.15)	1.24 (1.04-1.52)	1.48 (1.23-1.80)	1.82 (1.49-2.18)	2.08 (1.68-2.50)	2.36 (1.87-2.83)	2.66 (2.07-3.19)	3.07 (2.31-3.69)	3.41 (2.50-4.10)
6-hr	0.852 (0.730-1.02)	1.08 (0.929-1.29)	1.39 (1.19-1.66)	1.64 (1.39-1.94)	1.98 (1.65-2.34)	2.25 (1.85-2.65)	2.53 (2.05-2.98)	2.82 (2.24-3.33)	3.23 (2.49-3.82)	3.56 (2.68-4.22)
12-hr	0.948 (0.824-1.11)	1.20 (1.04-1.40)	1.52 (1.32-1.78)	1.78 (1.53-2.07)	2.12 (1.80-2.46)	2.39 (2.00-2.77)	2.67 (2.20-3.09)	2.95 (2.40-3.43)	3.33 (2.64-3.89)	3.64 (2.83-4.28)
24-hr	1.20 (1.07-1.35)	1.53 (1.36-1.71)	1.98 (1.76-2.21)	2.34 (2.08-2.61)	2.83 (2.50-3.15)	3.22 (2.83-3.58)	3.63 (3.16-4.03)	4.06 (3.50-4.50)	4.64 (3.96-5.16)	5.11 (4.32-5.69)
2-day	1.29 (1.14-1.47)	1.65 (1.45-1.88)	2.16 (1.91-2.47)	2.58 (2.27-2.93)	3.15 (2.76-3.58)	3.61 (3.15-4.10)	4.10 (3.54-4.65)	4.61 (3.95-5.23)	5.32 (4.51-6.06)	5.88 (4.94-6.73)
3-day	1.35 (1.20-1.55)	1.73 (1.53-1.97)	2.28 (2.01-2.60)	2.72 (2.40-3.09)	3.34 (2.93-3.79)	3.84 (3.34-4.35)	4.37 (3.78-4.95)	4.93 (4.23-5.58)	5.71 (4.84-6.47)	6.34 (5.32-7.21)
4-day	1.42 (1.25-1.62)	1.82 (1.61-2.07)	2.40 (2.12-2.73)	2.87 (2.52-3.25)	3.53 (3.09-4.00)	4.07 (3.54-4.60)	4.64 (4.01-5.24)	5.25 (4.50-5.93)	6.10 (5.17-6.89)	6.79 (5.70-7.69)
7-day	1.56 (1.38-1.79)	2.00 (1.77-2.29)	2.64 (2.33-3.02)	3.16 (2.78-3.61)	3.89 (3.40-4.43)	4.48 (3.90-5.10)	5.10 (4.40-5.80)	5.77 (4.93-6.54)	6.70 (5.67-7.62)	7.45 (6.23-8.48)
10-day	1.69 (1.50-1.93)	2.17 (1.92-2.47)	2.86 (2.53-3.25)	3.42 (3.01-3.88)	4.20 (3.68-4.75)	4.82 (4.20-5.45)	5.48 (4.74-6.19)	6.18 (5.31-6.97)	7.15 (6.07-8.07)	7.93 (6.66-8.98)
20-day	1.98 (1.76-2.24)	2.55 (2.27-2.87)	3.37 (2.99-3.78)	3.99 (3.54-4.47)	4.81 (4.26-5.39)	5.45 (4.80-6.09)	6.10 (5.35-6.82)	6.75 (5.90-7.55)	7.63 (6.61-8.54)	8.31 (7.15-9.35)
30-day	2.31 (2.04-2.61)	2.97 (2.62-3.35)	3.92 (3.45-4.40)	4.63 (4.07-5.21)	5.59 (4.89-6.27)	6.33 (5.52-7.10)	7.08 (6.15-7.95)	7.84 (6.77-8.82)	8.86 (7.59-10.0)	9.65 (8.20-10.9)
45-day	2.72 (2.42-3.07)	3.51 (3.12-3.95)	4.63 (4.09-5.20)	5.45 (4.82-6.11)	6.53 (5.75-7.32)	7.35 (6.45-8.24)	8.16 (7.13-9.17)	8.98 (7.80-10.1)	10.0 (8.67-11.3)	10.9 (9.31-12.3)
60-day	2.97 (2.64-3.33)	3.84 (3.42-4.29)	5.04 (4.48-5.63)	5.92 (5.25-6.60)	7.06 (6.25-7.87)	7.91 (6.97-8.82)	8.75 (7.67-9.77)	9.58 (8.36-10.7)	10.6 (9.24-11.9)	11.4 (9.88-12.9)

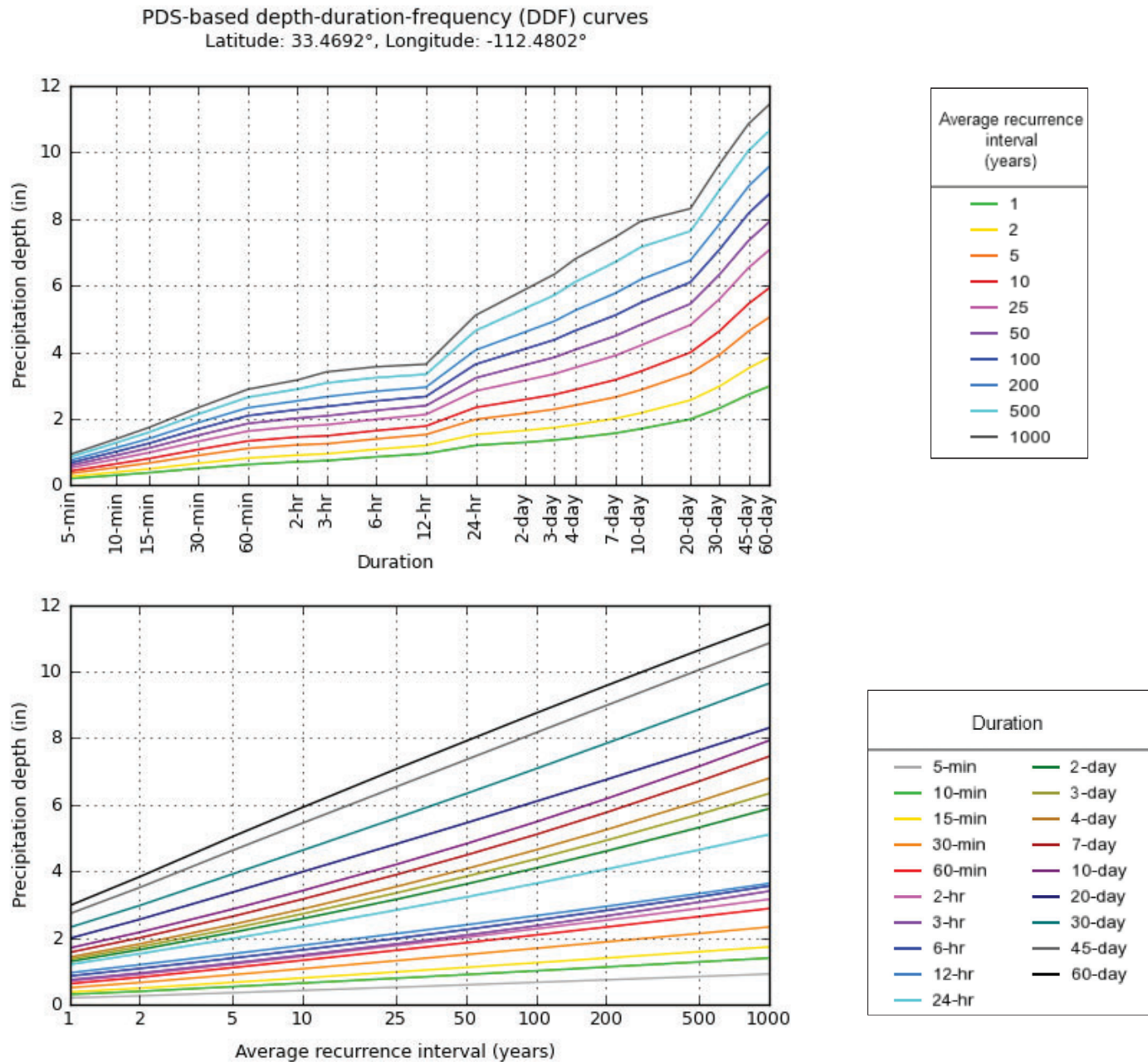
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical



NOAA Atlas 14, Volume 1, Version 5

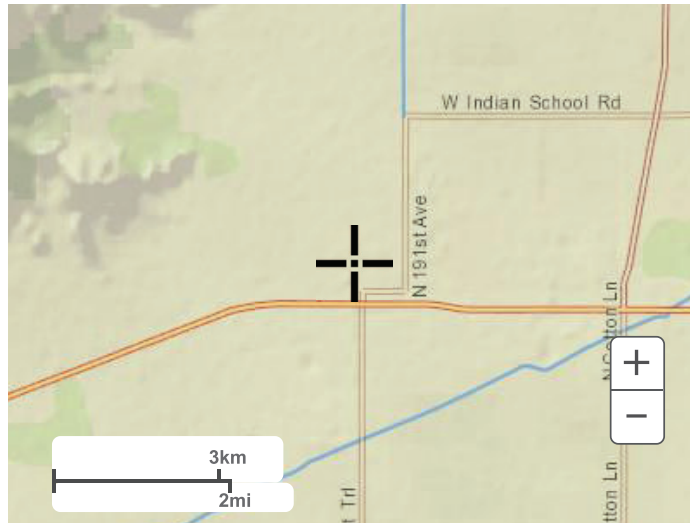
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[Back to Top](#)

Maps & aerials

Small scale terrain

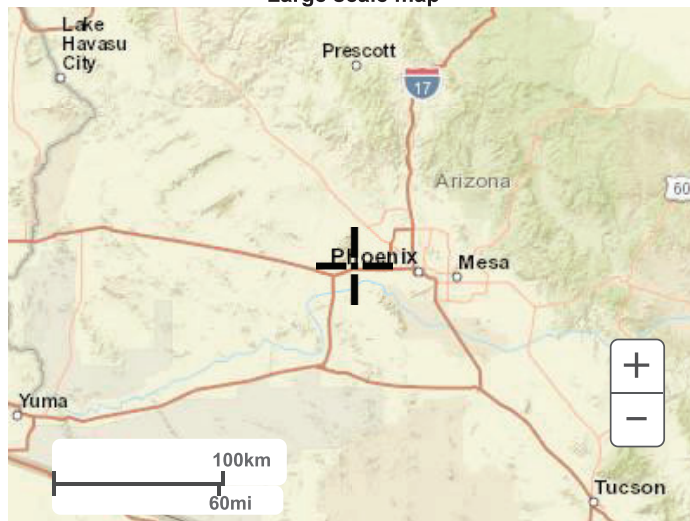
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Large scale terrain



Large scale map



Large scale aerial



[Back to Top](#)

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NOAA Atlas 14, Volume 1, Version 5
 Location name: Buckeye, Arizona, USA*
 Latitude: 33.4692°, Longitude: -112.4802°
 Elevation: 1096.15 ft**
 * source: ESRI Maps
 ** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

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PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	2.38 (1.96-2.94)	3.11 (2.56-3.85)	4.21 (3.44-5.20)	5.06 (4.12-6.22)	6.19 (4.98-7.58)	7.07 (5.60-8.63)	7.97 (6.19-9.70)	8.88 (6.79-10.8)	10.1 (7.52-12.3)	11.0 (8.05-13.4)
10-min	1.81 (1.49-2.24)	2.36 (1.94-2.93)	3.21 (2.62-3.95)	3.85 (3.13-4.73)	4.72 (3.79-5.77)	5.38 (4.26-6.56)	6.06 (4.72-7.38)	6.75 (5.17-8.23)	7.67 (5.72-9.36)	8.36 (6.13-10.2)
15-min	1.50 (1.23-1.85)	1.95 (1.60-2.42)	2.65 (2.17-3.27)	3.18 (2.59-3.91)	3.90 (3.13-4.77)	4.45 (3.52-5.42)	5.01 (3.90-6.10)	5.58 (4.27-6.80)	6.34 (4.73-7.74)	6.91 (5.06-8.46)
30-min	1.01 (0.828-1.25)	1.31 (1.08-1.63)	1.79 (1.46-2.20)	2.14 (1.74-2.63)	2.63 (2.11-3.21)	2.99 (2.37-3.65)	3.37 (2.62-4.11)	3.76 (2.88-4.58)	4.27 (3.19-5.21)	4.66 (3.41-5.69)
60-min	0.623 (0.512-0.772)	0.813 (0.669-1.01)	1.11 (0.903-1.36)	1.33 (1.08-1.63)	1.62 (1.30-1.99)	1.85 (1.47-2.26)	2.09 (1.62-2.54)	2.33 (1.78-2.83)	2.64 (1.97-3.22)	2.88 (2.11-3.52)
2-hr	0.350 (0.293-0.426)	0.452 (0.378-0.550)	0.606 (0.506-0.734)	0.724 (0.598-0.876)	0.884 (0.720-1.07)	1.01 (0.810-1.21)	1.14 (0.899-1.36)	1.27 (0.984-1.52)	1.44 (1.10-1.73)	1.58 (1.17-1.90)
3-hr	0.246 (0.205-0.299)	0.314 (0.264-0.384)	0.414 (0.347-0.505)	0.494 (0.411-0.598)	0.605 (0.495-0.726)	0.693 (0.559-0.832)	0.787 (0.623-0.943)	0.885 (0.688-1.06)	1.02 (0.771-1.23)	1.13 (0.832-1.37)
6-hr	0.142 (0.122-0.170)	0.180 (0.155-0.216)	0.232 (0.199-0.276)	0.274 (0.232-0.325)	0.330 (0.276-0.391)	0.375 (0.308-0.443)	0.422 (0.342-0.498)	0.471 (0.373-0.556)	0.540 (0.416-0.638)	0.594 (0.447-0.705)
12-hr	0.079 (0.068-0.092)	0.099 (0.086-0.116)	0.126 (0.109-0.147)	0.147 (0.127-0.172)	0.176 (0.150-0.205)	0.198 (0.166-0.230)	0.221 (0.183-0.257)	0.244 (0.199-0.284)	0.276 (0.219-0.323)	0.302 (0.234-0.355)
24-hr	0.050 (0.045-0.056)	0.064 (0.057-0.071)	0.082 (0.073-0.092)	0.097 (0.086-0.109)	0.118 (0.104-0.131)	0.134 (0.118-0.149)	0.151 (0.132-0.168)	0.169 (0.146-0.188)	0.194 (0.165-0.215)	0.213 (0.180-0.237)
2-day	0.027 (0.024-0.031)	0.034 (0.030-0.039)	0.045 (0.040-0.051)	0.054 (0.047-0.061)	0.066 (0.057-0.075)	0.075 (0.066-0.085)	0.085 (0.074-0.097)	0.096 (0.082-0.109)	0.111 (0.094-0.126)	0.123 (0.103-0.140)
3-day	0.019 (0.017-0.021)	0.024 (0.021-0.027)	0.032 (0.028-0.036)	0.038 (0.033-0.043)	0.046 (0.041-0.053)	0.053 (0.046-0.060)	0.061 (0.052-0.069)	0.068 (0.059-0.077)	0.079 (0.067-0.090)	0.088 (0.074-0.100)
4-day	0.015 (0.013-0.017)	0.019 (0.017-0.022)	0.025 (0.022-0.028)	0.030 (0.026-0.034)	0.037 (0.032-0.042)	0.042 (0.037-0.048)	0.048 (0.042-0.055)	0.055 (0.047-0.062)	0.064 (0.054-0.072)	0.071 (0.059-0.080)
7-day	0.009 (0.008-0.011)	0.012 (0.011-0.014)	0.016 (0.014-0.018)	0.019 (0.017-0.021)	0.023 (0.020-0.026)	0.027 (0.023-0.030)	0.030 (0.026-0.034)	0.034 (0.029-0.039)	0.040 (0.034-0.045)	0.044 (0.037-0.050)
10-day	0.007 (0.006-0.008)	0.009 (0.008-0.010)	0.012 (0.011-0.014)	0.014 (0.013-0.016)	0.017 (0.015-0.020)	0.020 (0.017-0.023)	0.023 (0.020-0.026)	0.026 (0.022-0.029)	0.030 (0.025-0.034)	0.033 (0.028-0.037)
20-day	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.007 (0.006-0.008)	0.008 (0.007-0.009)	0.010 (0.009-0.011)	0.011 (0.010-0.013)	0.013 (0.011-0.014)	0.014 (0.012-0.016)	0.016 (0.014-0.018)	0.017 (0.015-0.019)
30-day	0.003 (0.003-0.004)	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.006-0.007)	0.008 (0.007-0.009)	0.009 (0.008-0.010)	0.010 (0.009-0.011)	0.011 (0.009-0.012)	0.012 (0.011-0.014)	0.013 (0.011-0.015)
45-day	0.003 (0.002-0.003)	0.003 (0.003-0.004)	0.004 (0.004-0.005)	0.005 (0.004-0.006)	0.006 (0.005-0.007)	0.007 (0.006-0.008)	0.008 (0.007-0.008)	0.008 (0.007-0.009)	0.009 (0.008-0.010)	0.010 (0.009-0.011)
60-day	0.002 (0.002-0.002)	0.003 (0.002-0.003)	0.004 (0.003-0.004)	0.004 (0.004-0.005)	0.005 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.005-0.007)	0.007 (0.006-0.007)	0.007 (0.006-0.008)	0.008 (0.007-0.009)

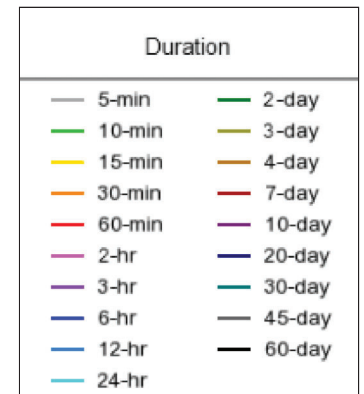
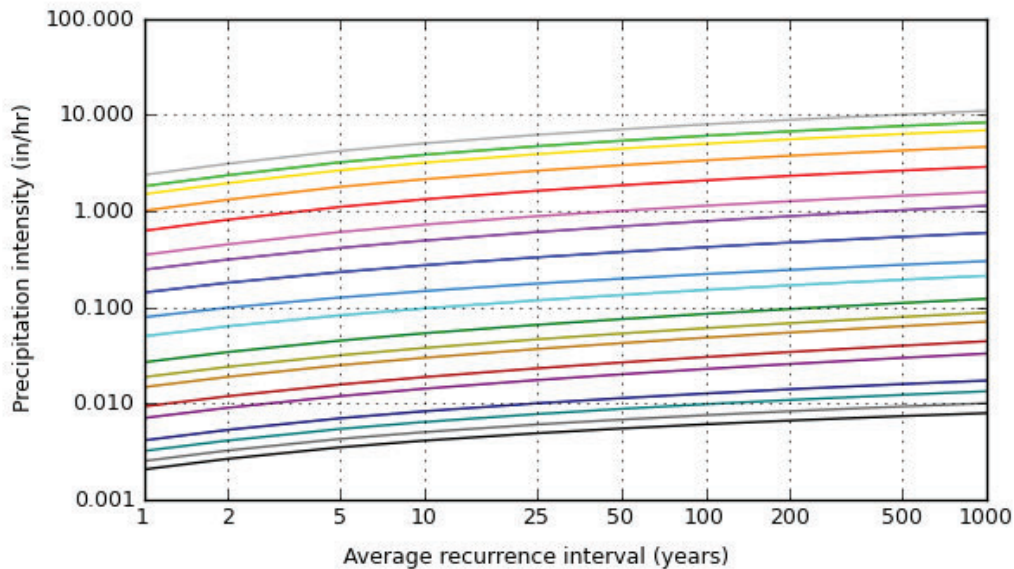
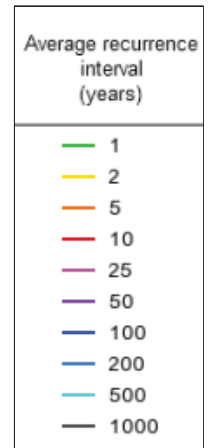
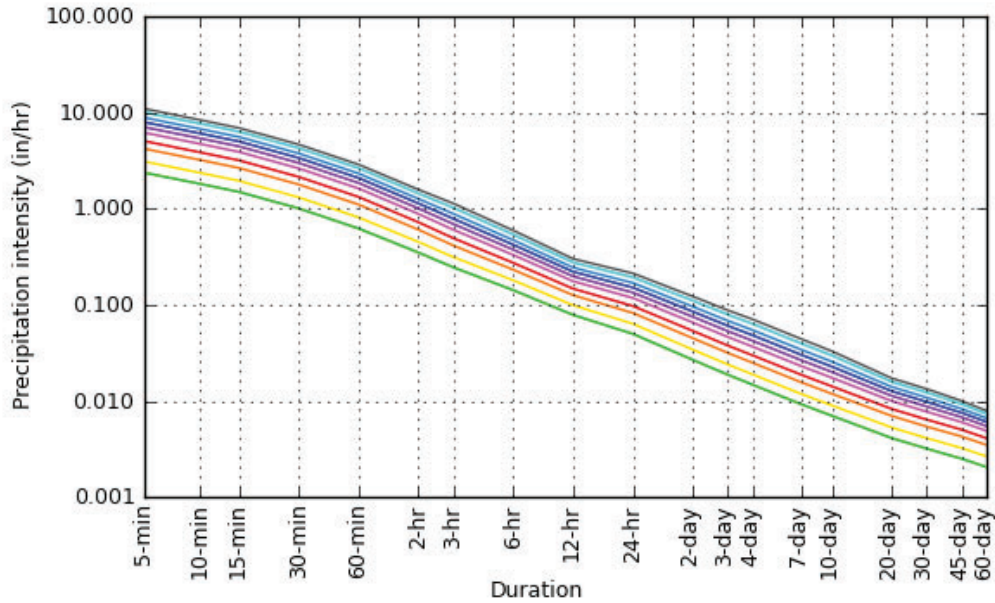
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).
 Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.
 Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical

PDS-based intensity-duration-frequency (IDF) curves

Latitude: 33.4692°, Longitude: -112.4802°



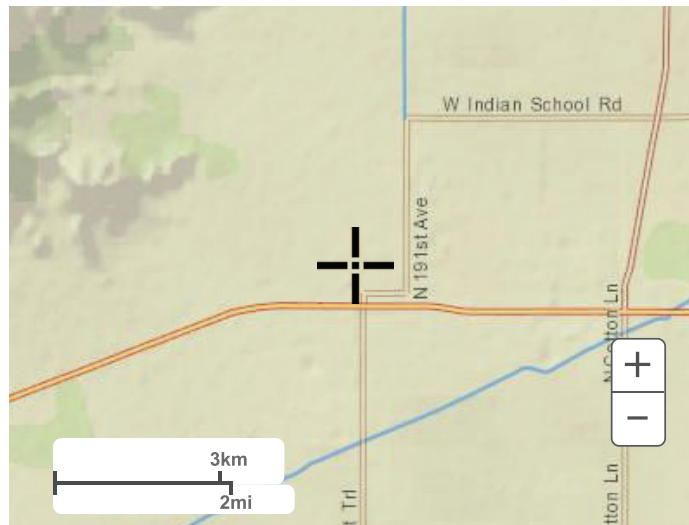
NOAA Atlas 14, Volume 1, Version 5

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[Back to Top](#)

Maps & aerials

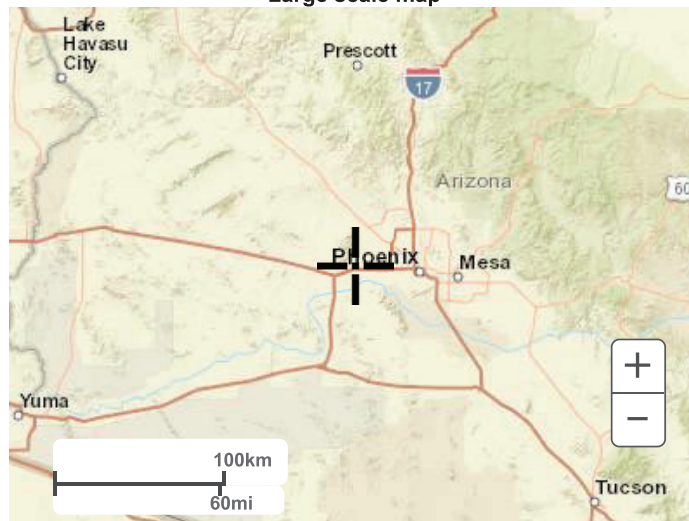
Small scale terrain



Large scale terrain



Large scale map



Large scale aerial



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[National Weather Service](#)
[National Water Center](#)
 1325 East West Highway
 Silver Spring, MD 20910
 Questions?: HDSC.Questions@noaa.gov

[Disclaimer](#)

APPENDIX D – STORMTECH MC-4500 CHAMBER SPECIFICATIONS

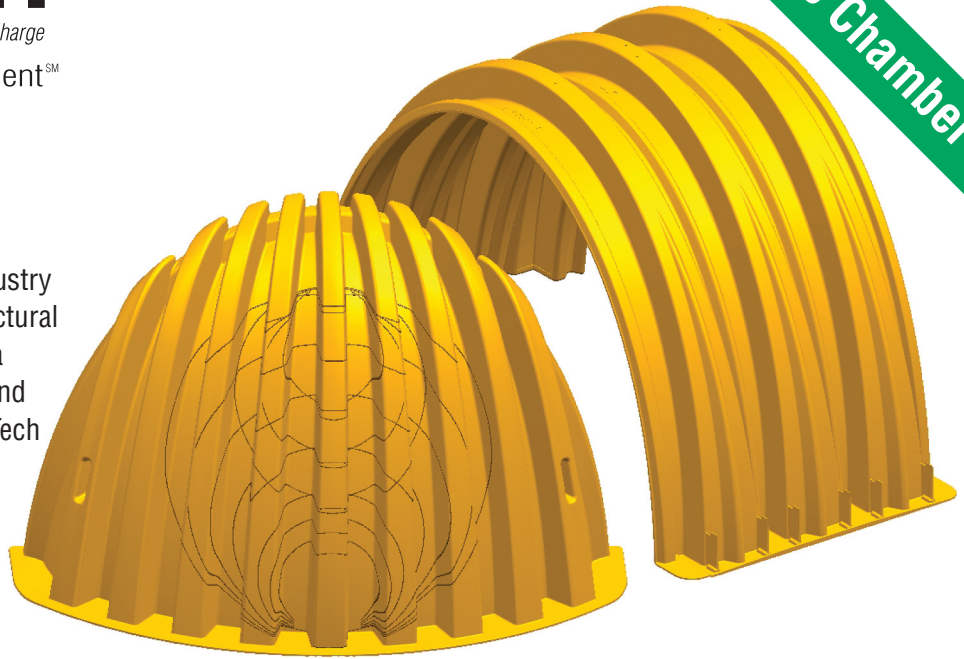


MC-4500 Chamber



StormTech MC-4500 Chamber

Designed to meet the most stringent industry performance standards for superior structural integrity while providing designers with a cost-effective method to save valuable land and protect water resources. The StormTech system is designed primarily to be used under parking lots thus maximizing land usage for commercial and municipal applications.



StormTech MC-4500 Chamber (not to scale)

Nominal Chamber Specifications

Size (L x W x H)	52" (1321 mm) x 100" (2540 mm) x 60" (1524 mm)
Chamber Storage	106.5 ft ³ (3.01 m ³)
Min. Installed Storage*	162.6 ft ³ (4.60 m ³)
Nominal Weight	120 lbs (54.4 kg)

* This assumes a minimum of 12" (305 mm) of stone above, 9" (229 mm) of stone below chambers, 9" (229 mm) of stone between chambers/end caps and 40% stone porosity.

Shipping

8 chambers/pallet

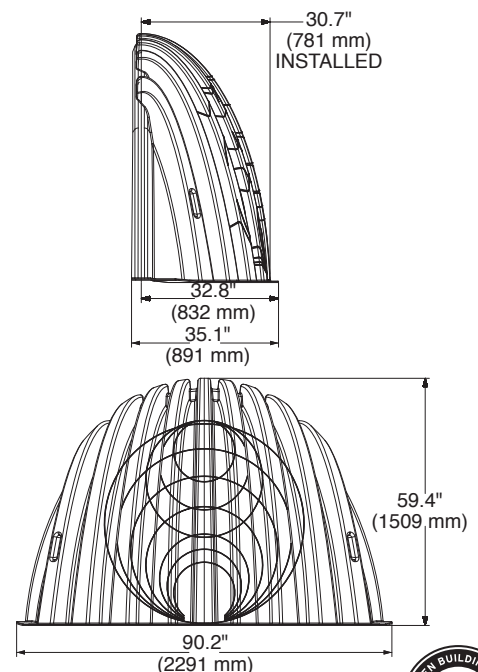
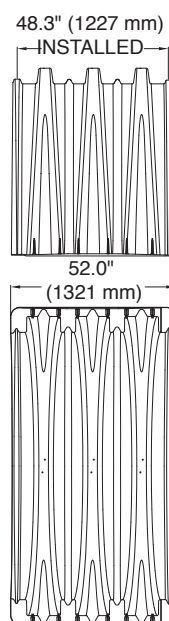
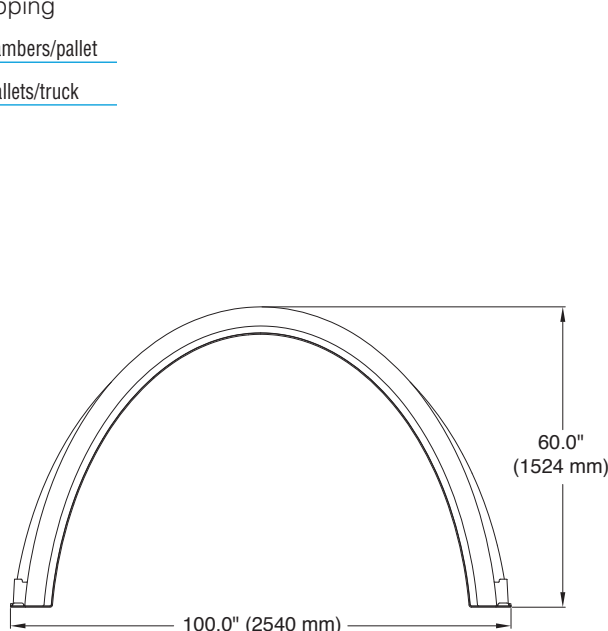
11 pallets/truck

StormTech MC-4500 End Cap (not to scale) Available in 2011

Nominal End Cap Specifications

Size (L x W x H)	35.1" (891 mm) x 90.2" (2291 mm) x 59.4" (1509 mm)
End Cap Storage	35.7 ft ³ (1.01 m ³)
Min. Installed Storage*	108.7 ft ³ (3.08 m ³)
Nominal Weight	120 lbs (54.4 kg)

*This assumes a minimum of 12" (305 mm) of stone above, 9" (229 mm) of stone below, 12" (305 mm) of stone perimeter, 9" (229 mm) of stone between chambers/end caps and 40% stone porosity.



MADE IN THE USA
Buckeye Park-n-Ride Expansion
Contract No. 2022001
Combs Construction Company, Inc.



Storage Volume Per Chamber/End Cap ft³ (m³)

	Bare Unit Storage ft ³ (m ³)	Chamber/End Cap and Stone Volume — Stone Foundation Depth in. (mm)			
		9 (229)	12 (305)	15 (381)	18 (457)
Chamber	106.5 (3.02)	162.6 (4.60)	166.3 (4.71)	169.9 (4.81)	173.6 (4.91)
End Cap	35.7 (1.01)	108.7 (3.08)	111.9 (3.17)	115.2 (3.26)	118.4 (3.35)

NOTE: Assumes 9" (229 mm) row spacing, 12" (305 mm) of stone above, 40% stone porosity and includes the bare chamber/end cap volume. End cap volume assumes 12" (305 mm) stone perimeter.

Volume of Excavation Per Chamber/End Cap in yd³ (m³)

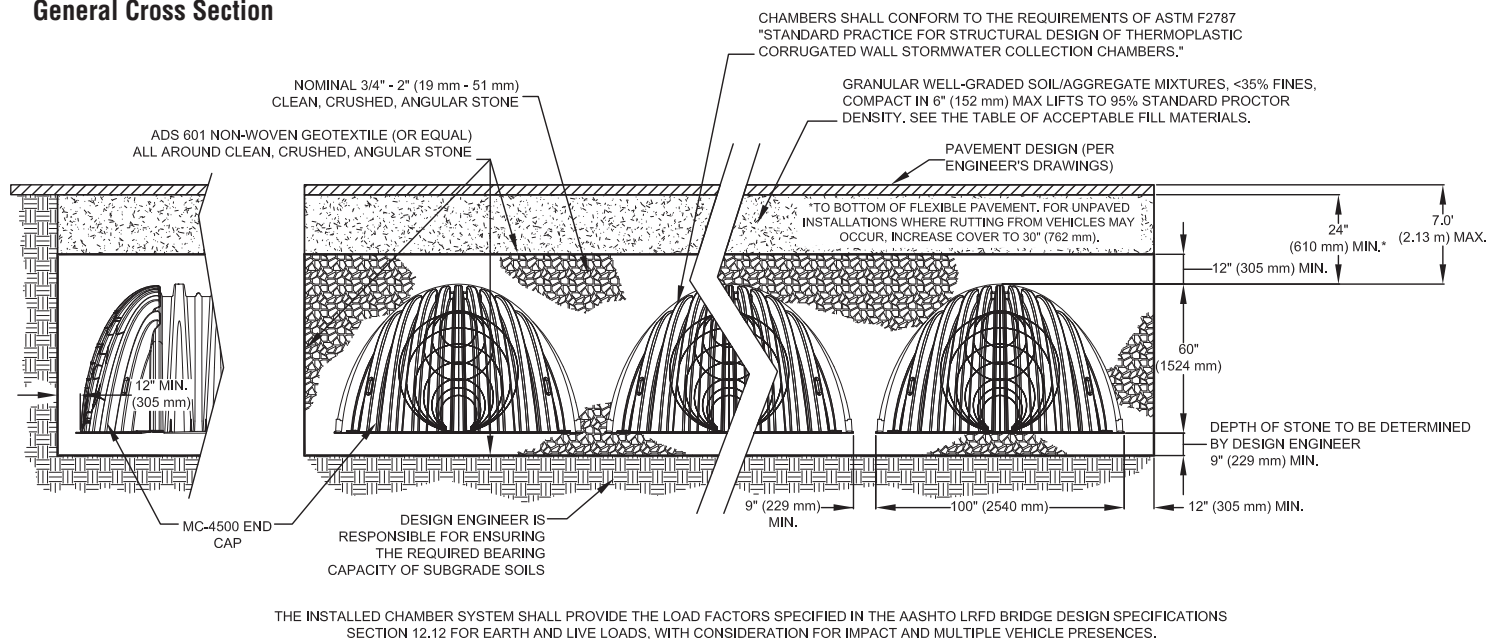
	Stone Foundation Depth			
	9" (229 mm)	12" (305 mm)	15" (381 mm)	18" (457 mm)
Chamber	10.5 (8.0)	10.8 (8.3)	11.2 (8.5)	11.5 (8.8)
End Cap	9.3 (7.1)	9.6 (7.3)	9.9 (7.6)	10.2 (7.8)

NOTE: Assumes 9" (229 mm) of separation between chamber rows, 12" (305 mm) of perimeter in front of end caps, and 24" (610 mm) of cover. The volume of excavation will vary as the depth of cover increases.

Amount of Stone Per Chamber

ENGLISH tons (yds ³)	Stone Foundation Depth			
	9"	12"	15"	18"
Chamber	7.4 (5.2)	7.8 (5.5)	8.3 (5.9)	8.8 (6.2)
End Cap	9.6 (6.8)	10.0 (7.1)	10.4 (7.4)	10.9 (7.7)
METRIC kg (m ³)	229 mm	305 mm	381 mm	457 mm
Chamber	6681 (4.0)	7117 (4.2)	7552 (4.5)	7987 (4.7)
End Cap	8691 (5.2)	9075 (5.4)	9460 (5.6)	9845 (5.9)

NOTE: Assumes 12" (305 mm) of stone above, 9" (229 mm) row spacing, and 12" (305 mm) of perimeter stone in front of end caps.

General Cross Section

20 Beaver Road, Suite 104 | Wethersfield | Connecticut | 06109
860.529.8188 | 888.892.2694 | fax 866.328.8401 | fax 860-529-8040 | www.stormtech.com



APPENDIX E – HYDRAULIC CALCULATIONS

B-510 - Subbasin 1**Project Description**

Solve For Efficiency

Input Data

Discharge	✓ 0.58	ft³/s
Slope	0.01000	ft/ft
Gutter Width	1.42	ft
Gutter Cross Slope	0.06	ft/ft
Road Cross Slope	0.02	ft/ft
Roughness Coefficient	0.013	
Curb Opening Length	7.20	ft
Local Depression	1.00	in
Local Depression Width	1.42	ft

Results

Efficiency	✓ 100.00	%
Intercepted Flow	✓ 0.58	ft³/s
Bypass Flow	0.00	ft³/s
Spread	4.81	ft
Depth	0.15	ft
Flow Area	0.27	ft²
Gutter Depression	0.06	ft
Total Depression	0.14	ft
Velocity	2.15	ft/s
Equivalent Cross Slope	0.09007	ft/ft
Length Factor	1.05	
Total Interception Length	6.88	ft

MAG 535 - Subbasin 2

Project Description

Solve For Spread

Input Data

Discharge		4.73	ft ³ /s
Left Side Slope		100.00	ft/ft (H:V)
Right Side Slope		100.00	ft/ft (H:V)
Bottom Width		2.00	ft
Grate Width		2.00	ft
Grate Length		1.94	ft
Local Depression		1.00	in
Local Depression Width		2.00	ft
Grate Type		P-50 mm (P-1-7/8")	
Clogging		50.00	%

Results

Spread	68.46	ft
Depth	0.33	ft
Wetted Perimeter	68.46	ft
Top Width	68.46	ft
Open Grate Area	1.75	ft ²
Active Grate Weir Length	5.88	ft

MAG 535 - Subbasin 3

Project Description

Solve For Spread

Input Data

Discharge		3.99	ft ³ /s
Left Side Slope		100.00	ft/ft (H:V)
Right Side Slope		100.00	ft/ft (H:V)
Bottom Width		2.00	ft
Grate Width		2.00	ft
Grate Length		1.94	ft
Local Depression		1.00	in
Local Depression Width		2.00	ft
Grate Type		P-50 mm (P-1-7/8")	
Clogging		50.00	%

Results

Spread	59.55	ft
Depth	0.29	ft
Wetted Perimeter	59.55	ft
Top Width	59.55	ft
Open Grate Area	1.75	ft ²
Active Grate Weir Length	5.88	ft

APPENDIX F – RAMM GEOTECHNICAL REPORT



RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.

Geotechnical Engineering • Construction Materials Testing

R·A·M·M

J2 Engineering & Environmental Design
4649 E. Cotton Gin Loop, Suite B2
Phoenix, Arizona 85040

October 13, 2020

Attention: Jeff Velasquez, PLA, ASLA

Subject: Percolation Test
Underground Detention System
Buckeye Park & Ride Site
195th Avenue & Palm Lane
Buckeye, Arizona

RAMM Project No. G26971

The proposed underground detention system will be located just north of the north edge of the existing paved parking lot and driveways and will extend east-west across the future canopy covered parking areas as shown on attached Drawing Number CV-601.

The percolation test hole was drilled with a CME 45 truck-mounted drill rig using a 12-inch diameter solid stem auger provided by Wildcat Drilling, Inc., to a depth of 9.5 feet. A 9.5-foot long 12-inch diameter PVC casing was lowered to the bottom of the drilled hole and then pushed with the drill rig about 4 inches into the soil in the bottom of the drilled hole.

The bottom 4 feet of the cased hole was filled with water and the time it took for the water to discharge to a depth of 3 feet was recorded. This process was performed 8 times.

Based on the testing, the average discharge rate was 0.7156 minutes per inch.

If you have any questions, please do not hesitate to call.

Respectfully submitted,

RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.

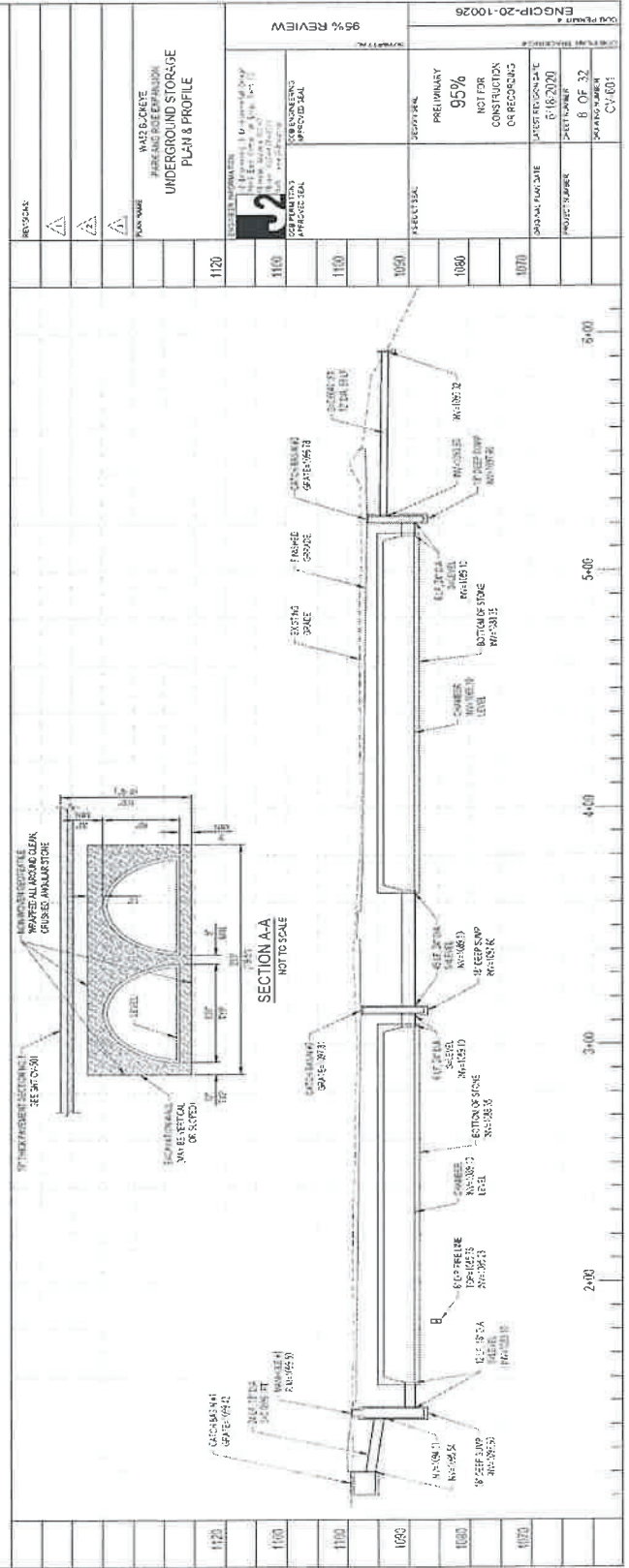
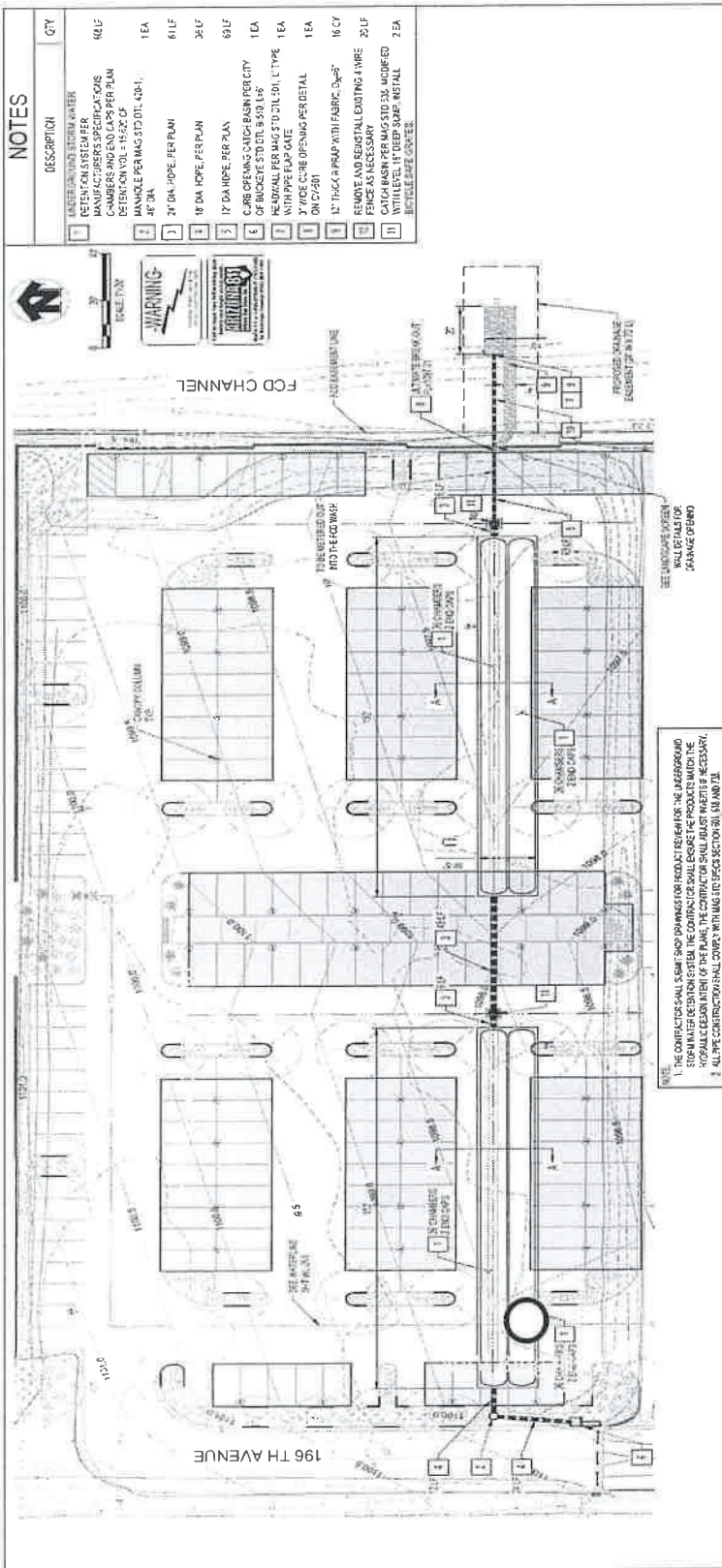


By: Kenneth L. Ricker, P.E.

/bc

Copies to: Addressee (jvelasquez@j2design.us)

○ Percolation Test Location



Not To Scale

SITE PLAN

LANDSCAPING GENERAL NOTES

1. ALL LANDSCAPE AND IRRIGATION INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY OR OTHER CITY MAINTAINED AREAS SHALL BE INSTALLED PER THE APPROVED PLANS. ALL LANDSCAPING APPROVED AS A PART OF THE SITE PLAN PROCESS SHALL BE INSTALLED PER THE APPROVED PLANS. ANY DEVIATIONS TO THE APPROVED PLANS REQUIRE CITY APPROVAL.
2. PERMITS ARE REQUIRED FOR ELECTRICAL CONNECTIONS, INCLUDING ELECTRICAL METER INSTALLATION, BACKFLOW PREVENTERS AND WORK WITHIN THE CITY RIGHT-OF-WAY OR CITY DEDICATED PROPERTY. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THESE PERMITS PRIOR TO THE COMMENCEMENT OF ANY WORK.
3. ALL LANDSCAPE PROJECTS REQUIRING CITY MAINTENANCE OR WITHIN THE CITY RIGHT-OF-WAY SHALL BE INSPECTED FOR THE FOLLOWING:
- A. PLANT LOCATIONS: THESE LOCATIONS SHALL BE STAKED IN THE FIELD WITH IDENTIFICATION AS TO TREES OR SHRUBS, OR HOLES FOR THE PLANT MATERIALS MAY BE DUG AND STAKED PRIOR TO THE START OF CONSTRUCTION.
 - B. SUBSTANTIAL COMPLETION: AN INSPECTION AT COMPLETION OF THE LANDSCAPE AND IRRIGATION INSTALLATION WILL BE MADE. ANY DEFICIENCIES IN THE INSTALLATION WILL BE NOTED AND CORRECTED BY THE CONTRACTOR PRIOR TO CITY ACCEPTANCE OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS.
 - C. FINAL ACCEPTANCE: A FINAL INSPECTION IS REQUIRED PRIOR TO CITY ACCEPTANCE OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS.
4. SEPARATE INSPECTIONS ARE REQUIRED FOR THE WATER TABLE METER INSTALLATION, BACKFLOW PREVENTER, AND ELECTRICAL CONNECTIONS. CALL CITY ENGINEER A MINIMUM OF 48 HOURS PRIOR TO ARRANGE FOR THESE INSPECTIONS.
5. LANDSCAPE AND IRRIGATION WHICH IS INSTALLED ON PRIVATE PROPERTY IN CONJUNCTION WITH A CITY APPROVED SITE PLAN WILL BE INSPECTED FOR CONFORMANCE TO THE APPROVED SITE PLAN PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS, INSTALLATION, AND REQUIRED PERMIT FEE COST FOR THE WATER METERS) DESIGNATED TO SERVE THE IRRIGATION SYSTEM.
7. ALL PLANTINGS AT MATURITY SHALL MAINTAIN A MINIMUM 6" CLEARANCE AROUND ALL FIRE HYDRANTS AND FIRE SUPPRESSION DEVICES.
8. PLANTINGS SHALL NOT INTERFERE WITH ANY TRAFFIC CONTROL SIGNS AND SHALL MAINTAIN A MAXIMUM HEIGHT OF 24" WITHIN ANY VISIBILITY TRIANGLES.
9. INSTALLATION OF THE LANDSCAPE, INCLUDING ADDITION OF GROUND PLANE MATERIALS, SHALL NOT IMPERE THE FLOW OF DESIGNED DRAINAGE FACILITIES NOR DECREASE THE DESIGN VOLUME OF ANY DETENTION/RETENTION BASINS.
10. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UNDERGROUND UTILITIES DURING THE LANDSCAPE INSTALLATION.
11. ALL TREES SHALL MAINTAIN A MINIMUM OF 6'-0" CLEARANCE FROM ANY CITY WATER OR SEWER LINE. ALL PLANTINGS SHALL MAINTAIN A SUFFICIENT DISTANCE TO ANY SANITARY AND STORM SEWER MANHOLES TO ALLOW ACCESS BY MAINTENANCE VEHICLES.
12. ALL ROCK GROUNDCOVER AREAS SHALL HAVE APPLICATION OF PRE-EMERGENT HERBICIDE BY A LICENSED APPLICATION AS PART OF INSTALLATION. THE CITY SHALL BE FURNISHED WITH WRITTEN DOCUMENTATION OF THE SCHEDULE OF APPLICATION DATES.
13. AS-BUILT DRAWINGS OF THE LANDSCAPE AND IRRIGATION SYSTEM ARE REQUIRED PRIOR TO ACCEPTANCE BY THE CITY AND FOR PROJECTS WITHIN THE CITY RIGHT-OF-WAY OR CITY OWNED PROPERTY. THE AS-BUILT DRAWINGS SHALL BE HARD COPY BOND SCANNED TO PDF SHOWING THE LOCATIONS OF ALL PLANTINGS AND THE DIMENSIONS TO FIXED POINTS OF ALL IRRIGATION EQUIPMENT, PIPING, ETC.
14. ALL TREES WITH VEHICULAR RIGHT-OF-WAY VISIBILITY CLEAR ZONES SHALL HAVE A VERTICAL CANOPY CLEARANCE/CIRCULAR TRUNK TO ABOVE THE NEAREST CURB.
15. THE LANDSCAPE WILL BE MAINTAINED BY THE CONTRACTOR FOR A PERIOD OF NINETY (90) DAYS FOLLOWING A PRELIMINARY INSPECTION AND ACCEPTANCE BY THE CITY. IF NOT HEALTHY AT THE END OF THE MAINTENANCE PERIOD, MAINTENANCE SHALL BE CONTINUED UNTIL THE PLANT MATERIALS ARE APPROVED BY THE CITY.
16. CONTRACTOR MUST SUBMIT A DECOMPOSED GRANITE SAMPLE TO LANDSCAPE ARCHITECT AND/OR CITY REPRESENTATIVE PRIOR TO ORDERING.
17. THE JOB SITE, AT THE COMPLETION OF THE CONSTRUCTION, SHALL BE CLEANED OF ANY DEBRIS OR SOIL RESULTING FROM THE CONSTRUCTION. NO JOB WILL BE CONSIDERED COMPLETE UNTIL THE ENTIRE SITE, INCLUDING THE CURB, SIDEWALKS, AND SIDEWALKS HAVE BEEN SWEEP CLEAN OF ALL DIRT AND DEBRIS, AND ALL SWART MONUMENTS ARE INSTALLED ACCORDING TO THE PLANS AND CITY SPECIFICATIONS.
18. ALL EQUIPMENT AND MATERIALS NOT SHOWN OR SPECIFIED ON THE PLANS OR IN THE SPECIFICATIONS BUT WHICH ARE REQUIRED TO COMPLETE THIS INSTALLATION, SHALL BE SUPPLIED BY THE CONTRACTOR AS PART OF THIS CONTRACT WORK.
19. ALL LANDSCAPE SHALL COMPLY WITH CITY STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS.
20. LANDSCAPE REMOVAL IS A NON-PAY ITEM (N/P I) AND THE COST FOR VEGETATIVE REMOVAL SHOULD BE INCLUDED IN SITE PREPARATION WORK ASSOCIATED WITH EACH ITEM OF WORK.
21. ALL EXISTING TREES AND SHRUBS, UNLESS NOTED ARE TO BE PROTECTED IN PLACE. THE REMAINDER OF EXISTING VEGETATION (WEEDS, ETC.) UNLESS NOTED OTHERWISE SHALL BE REMOVED AND DISPOSED OF AS PART OF THE DEMOLITION PHASE OF THIS CONTRACT (N/P I). ALL MATERIALS ARE TO BE REMOVED FROM PROJECT AREA AND DISPOSED OF PROPERLY OFF-SITE AT THE CONTRACTOR'S EXPENSE UNLESS OTHERWISE NOTED. COMPACT THOSE AREAS DESIGNATED FOR PAVEMENT TO 85% OR AS SPECIFIED IN THE SOILS REPORT AND SOARBY EXISTING SURGRADE A MINIMUM OF 6" INCH DEPTH IN AREAS TO BE PLANTED).
22. ALL PLANT MATERIAL, OTHER THAN TREES, SHALL CONFORM TO GRADING, TYPE, ETC., AS SET FORTH IN THE AMERICAN STANDARD FOR NURSERY STOCK BY THE AMERICAN ASSOCIATION OF NURSEWERMEN. ALL TREES SHALL CONFORM TO THE CURRENT "ARIZONA NURSERY ASSOCIATION TREE SPECIFICATIONS" AND M.A.G. SPEC 785.7. SHOULD ANY CONFLICTS IN SPECIFICATIONS OCCUR, THE ARIZONA NURSERY ASSOCIATION'S SPECIFICATIONS SHALL PREVAIL.
23. LANDSCAPE ARCHITECT AND CITY REPRESENTATIVE RESERVE THE RIGHT TO INSPECT SHRUBS AND CONTAMINATED TREES FOR COMITION OF ROOT BALLS. FOR ANY SUCH INSPECTION WHICH MAY DESTROY ROOT BALL, CONTRACTOR SHALL SUPPLY ADDITIONAL PLANTS AT NO COST TO THE CITY.
24. THE CONTRACTOR SHALL HAVE THE PLANT PITS INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT AND CITY REPRESENTATIVE PRIOR TO PLANTING. CONTRACTOR SHALL REQUEST INSPECTION 72 HOURS IN ADVANCE.
25. CONTRACTOR SHALL STAKE TREE AND SHRUB LOCATIONS FOR EXCAVATION PLANTS AND LARGED AND HAVE LOCATIONS APPROVED BY THE LANDSCAPE ARCHITECT AND CITY REPRESENTATIVE PRIOR TO INSTALLATION. STAKES SHALL BE MARKED WITH PLANT NAME OR PLANT LEGEND ITEM NUMBER FROM PLANS.
26. IF THE CONTRACTORS RESPONSIBILITY TO INSPECT THE JOB SITE TO BECOME FAMILIAR WITH ALL EXISTING CONDITIONS THAT COULD AFFECT THE INSTALLATION OF ANY WORK SET FORTH IN THESE PLANS PRIOR TO SUBMITTING A BID.
27. THE CONTRACTOR IS ADVISED THAT DAMAGE TO ANY PORTION OF THIS PROJECT'S EXISTING PAVEMENT, CURBSIDE AND SURROUNDING AREA THAT IS NOT NOTED ON THE PLANS IS TO BE REMOVED AS A RESULT OF THIS PROJECT. IS TO BE REPAIRED AT THE CONTRACTORS EXPENSE.
28. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ANY DEBRIS RESULTING FROM THE DEMOLITION AND CONSTRUCTION. AT NO TIME SHALL ANY OF THIS DEMOLITION OR CONSTRUCTION OPERATION OF ANY KINDS BE CONSIDERED A VIOLATION OF ANY CITY ORDINANCES OR REGULATIONS. ANY VIOLATIONS WILL BE IMMEDIATELY REPORTED TO THE CITY ENGINEER AND THE CITY ENGINEER WILL BE NOTIFIED IMMEDIATELY BY THE CONTRACTOR. ANY VIOLATIONS WILL BE IMMEDIATELY REPORTED TO THE CITY ENGINEER AND THE CITY ENGINEER WILL BE NOTIFIED IMMEDIATELY BY THE CONTRACTOR. ANY VIOLATIONS WILL BE IMMEDIATELY REPORTED TO THE CITY ENGINEER AND THE CITY ENGINEER WILL BE NOTIFIED IMMEDIATELY BY THE CONTRACTOR.
29. A DISCREPANCY BETWEEN THE TERMS ON THE DRAWINGS AND THE TOTAL NUMBER INDICATED ON THE MATERIALS LIST OR BID TAB, THE DRAWINGS SHALL BE CONSIDERED AS CORRECT.
30. CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL EXISTING AND PROPOSED UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO STARTING ANY WORK. REPORT IMMEDIATELY TO THE OWNER ANY CASES WHERE PLANT MATERIAL SHALL BE RELOCATED TO AVOID THE UTILITIES. DAMAGE BY THE CONTRACTOR TO ANY WORK SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR AT THE CONTRACTORS EXPENSE.
31. ALL LANDSCAPE AREAS SHALL HAVE AN APPLIED TOPPING OF DECOMPOSED GRANITE. FINISH GRADE AREAS ARE TO BE RAKED AND COMPACTED AS SPECIFIED IN MAG SECTIONS 501 AND LEFT SMOOTH AND EVEN.
32. FOR SITE OBSERVATIONS DURING THE CONSTRUCTION PHASE OF PROJECT REFER TO THE PLANS AND SPECIAL PROVISIONS.

CITY OF BUCKEYE GENERAL LANDSCAPE NOTES:

1. ALL LIGHTING, SIGNS, WALLS, AND RAMMADS AND OTHERS STRUCTURES REQUIRE SEPARATE BUILDING APPROVAL AND PERMITS.
2. ALL PLANT MATERIAL IS IN COMPLIANCE WITH THE ARIZONA DEPARTMENT OF WATER RESOURCES LOW WATER USE PLANT LIST FOR THE PHOENIX ACTIVE MANAGEMENT AREA.
3. ALL PLANT MATERIAL AND SPECIFICATIONS ARE TO CONFORM TO THE ARIZONA NURSERYMAN ASSOCIATION CURRENT STANDARDS.
4. ALL PLANT MATERIAL WILL BE GUARANTEED FOR A MINIMUM OF 60 DAYS FROM THE DATE OF FINAL APPROVAL. ANY PLANT MATERIAL THAT HAS TO BE REPLACED UNDER THE TERMS OF GUARANTEE MUST BE GUARANTEED FOR AN ADDITIONAL 60 DAYS FROM THE DATE OF REPLACEMENT.
5. ALL PAVING WILL MEET DESIGN AND CONSTRUCTION REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA). SIDEWALKS ARE TO BE CONSTRUCTED PER MAG STANDARD DETAILS.
6. A MARICOPA COUNTY DUST CONTROL PERMIT IS REQUIRED FOR ALL LANDSCAPE WORK IN RESIDENTIAL, COMMERCIAL AND INDUSTRIAL SUBDIVISIONS.
7. PRIOR TO ACCEPTANCE OF ANY BACKFLOW DEVICE, IT MUST BE TESTED BY A STATE CERTIFIED TESTER.
8. ALL BACKFLOW DEVICES SHALL BE RECERTIFIED YEARLY.
9. CONTRACTOR SHALL ENSURE A 24 INCH CLEARANCE BETWEEN SIDEWALKS AND PLANT MATERIAL.
10. SPRINKLER CONTRACTOR MUST GUARANTEE 100% COVERAGE IN ALL LANDSCAPE AREAS.
11. EROSION CONTROL SHALL BE REQUIRED AT ALL INLET / OUTLET LOCATIONS.
12. AN 18 GAUGE BLUE TRACER WIRE SHALL BE INSTALLED WITH 1/4 INCH AND LARGER MAIN LINES. 6 INCHES OF WHICH SHALL BE COILED INSIDE THE CONTROLLER.
13. NO VEGETATION SHALL BE PLANTED WITHIN DRAINAGE EASEMENTS OR TRACTS WHICH WOULD IMPERE THE FLOW OF WATER OVER, UNDER OR THROUGH THE DRAINAGE EASEMENTS OR TRACTS.
14. VISIBILITY RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING OVER 24 INCHES OF HEIGHT (CURBS IS NOT ALLOWED WITHIN SIGHT VISIBILITY TRIANGLES OR EASEMENTS OR SIGHT DISTANCE LINE AREAS. TREE CANOPES OVERHANGING IN THE EASEMENT OR TRIANGLES, OR WITHIN PUBLIC RIGHT-OF-WAY SHALL BE A MAXIMUM HEIGHT OF 7 (SHRUBS).
15. THE HOMEOWNERS ASSOCIATION, PROPERTY OWNERS ASSOCIATE, PROPERTY OWNER, OR PROPERTY MAINTENANCE COMPANY SHALL HAVE THE RESPONSIBILITY OF MAINTAINING ALL LANDSCAPED AREAS INCLUDING WITHIN ALL ADJACENT RIGHTS-OF-WAY.
16. INDICATE METHOD OF DUST, WEED, AND DEBRIS CONTROL ON THE UNDEVELOPED PORTIONS OF THE SITE.
17. THE CITY OF BUCKEYE (GLOBAL WATER, ETC.) IS THE SUPPLIER SOURCE OF WATER FOR THE IRRIGATION SYSTEM AND THE SUPPLY IS (POTABLE OR NON-POTABLE). ADDITIONAL INFORMATION REGARDING THE SUPPLY OF WATER FOR THE IRRIGATION SYSTEM SHALL BE OBTAINED FROM THE CITY OF BUCKEYE. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED TO MATCH EXISTING LONG FROSTAGE. THESE SIGNS WILL BE AT LEAST 18 INCHES SQUARE WITH BLACK LETTERING ON A WHITE BACKGROUND. THEY WILL BE LABELED "WATERING" RECLAIMED WATER - DO NOT DRINK. ADD ONLY IF SYSTEM IS NON-POTABLE. ALL VALVE BOXES WILL BE INSTALLED WITH PURPLE COVERS AND ALL IRRIGATION PIPE WILL BE PURPLE IN COLOR.
18. IT IS THE RESPONSIBILITY OF THE LOCAL RESPONSIBLE PARTY TO TRIM TREES ON THEIR PROPERTY AND OVER THE ADJACENT RIGHT-OF-WAY TO ALLOW FOR AN EIGHTEEN (18) INCH CLEARANCE ABOVE THE FACILITY.
19. TREE CANOPIES OVERHANGING OVER THE SIGHT VISIBILITY LINES SHALL BE TRIMMED TO SEVEN (7) FEET ABOVE STREET SURFACE.

CITY OF BUCKEYE NOTES FOR CONSTRUCTION:

1. SUBSTITUTIONS IN TYPE AND / OR DEVIATIONS IN SIZE OR QUANTITY FROM THIS LANDSCAPE & IRRIGATION PLAN SHALL NOT BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF BUCKEYE (CONTACT THE DESIGNATED PLANNER REGARDING PLANT SUBSTITUTIONS 623-348-6200).
2. ALL EXISTING LANDSCAPE INCLUDING TREES, SHRUBS AND IRRIGATION SYSTEMS THAT ARE DESIGNATED TO REMAIN IN THE APPROVED LANDSCAPE PLANS, AND ARE DAMAGED OR DESTROYED DURING CONSTRUCTION, SHALL BE REPLACED IN KIND BY THE CONTRACTOR.
3. THE CITY SHALL BE NOTIFIED 24 HOURS PRIOR TO ANY CONSTRUCTION WORK AND INSPECTIONS (623-348-6200).
4. ALL CONSTRUCTION SHALL CONFORM WITH THE LATEST MAG STANDARD DETAILS AND SPECIFICATIONS AND THE CITY'S SUPPLEMENTAL DETAILS AND SPECIFICATIONS. THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS. HOWEVER, SUCH REVIEW SHALL NOT PREVENT THE CITY FROM REQUIRING CORRECTION OF ERRORS IN PLANS FOUND TO BE IN VIOLATION OF ANY LAW OR ORDINANCE.
6. THIS APPROVAL IS VALID FOR A PERIOD OF ONE YEAR. CONSTRUCTION PERMITS SHALL BE OBTAINED DURING THIS PERIOD OR THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND APPROVAL.
7. AN APPROVED SET OF PLANS SHALL BE AVAILABLE ON THE JOB SITE AT ALL TIMES.
8. RIGHT-OF-WAY IMPROVEMENTS SHALL NOT BE ACCEPTED UNTIL "AS-BUILT" PLANS HAVE BEEN SUBMITTED AND APPROVED BY THE CITY (SEE AS-BUILT REQUIREMENTS).
9. THE DEVELOPER IS RESPONSIBLE FOR THE REMOVAL OR RELOCATION OF ALL OBSTRUCTIONS WITHIN THE RIGHT-OF-WAY PRIOR TO STARTING NEW CONSTRUCTION.
10. THE DEVELOPER IS RESPONSIBLE FOR ARRANGING THE RELOCATION AND ASSOCIATED COSTS OF ALL UTILITIES. A UTILITY RELOCATION SCHEDULE SHALL BE SUBMITTED PRIOR TO THE ISSUANCE OF PERMITS.
11. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING OR DEDICATING ALL REQUIRED RIGHTS-OF-WAY AND EASEMENTS TO THE CITY PRIOR TO ISSUANCE OF PERMITS.
12. THE CONTRACTOR SHALL CONTACT BLUE STAKE (802-283-1100) AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
13. THE CONTRACTOR SHALL BARRICADE CONSTRUCTION SITES AT ALL TIMES. WHEN REQUIRED BY CITY, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED FOR APPROVAL IN ADVANCE OF CONSTRUCTION.
14. THE CONTRACTOR MAY REQUEST A FIRE HYDRANT METER FOR CONSTRUCTION WATER FROM THE PUBLIC WORKS DEPARTMENT (623-348-6800). THIS METER SHOULD BE ORDERED TWO WORKING DAYS PRIOR TO THE START OF CONSTRUCTION. THE UNLAWFUL REMOVAL OF WATER FROM A FIRE HYDRANT IS A VIOLATION OF THE MUNICIPAL CODE, PUNISHABLE BY FINE AND/OR IMPRISONMENT.
15. PRIVATE ON-SITE WATER AND SEWER LINES SHALL BE CONSTRUCTED ACCORDING WITH THE UNIFORM PLUMBING CODE, M.F.P.A. AND THE INTERNATIONAL FIRE CODE 2006 (WITH CITY AMENDMENTS) AS ADOPTED BY THE CITY OF BUCKEYE.
16. IRRIGATION LINES SERVING LANDSCAPING WITHIN PUBLIC RIGHT-OF-WAY SHALL BE INSPECTED BY THE PUBLIC WORKS DEPARTMENT (623-348-6800) BEFORE BACKFILLING.
17. ANY ABOVE-GROUND MECHANICAL UNITS THAT ARE PLACED ADJACENT TO CITY RIGHT-OF-WAY SHALL BE PROPERLY SCREENED IN ACCORDANCE WITH THE DEVELOPMENT CODE.

LANDSCAPE LEGEND

SYMBOL	BOTANICAL NAME	SIZE	QTY:	REMARKS:
	TREES:			
	Acacia aneura	36" Box	15	STANDARD
	Majua	36" Box	21	STANDARD
	Palicoua Red Push	48" Box	3	STANDARD
	Palicoua leucocarpa	36" Box	5	STANDARD
	Majua Tree	18" - 20"	13	
	Washingtonia robusta	18" - 20"	13	
	Mexican Fan Palm	-	-	
	Existing Fan Palm to Remain	-	-	
	Existing Tree to Remain	-	-	
	Callistemon "Little John"	5 Gal.	64	
	Callistemon	5 Gal.	29	
	Eriogonum fasciculatum v. polydium	5 Gal.	26	
	Hesperaloe parviflora "Brakeleights"	5 Gal.	54	
	Brakeleights Red Yucca	5 Gal.	54	
	SURFACE MATERIALS:			
	Decomposed Granite	18,200 S.F.		
	Screen Wall	520 L.F.		
	Proposed Shade Structure	See Structural Plans		
	Existing Shade Structure	To Remain		
	Root Barriers	24" Deep x 8' Long Molded Panels	489 L.F.	

City's representative to match to existing gradation and color.

REVISIONS:	
PLAN NAME	WAZZ BUCKEYE PARK AND RIDE EXPANSION
LANDSCAPE NOTES & LEGEND	
ENGINEER INFORMATION	
J2 Engineering & Environmental Design 12200 W. Camelback Road, Suite 802 Phoenix, Arizona 85040 Phone: 602.998.1220 Fax: 602.998.1221 www.j2eng.com	
COR PERMITTING SEAL	COR ENGINEERING SEAL
APPROVED 03/04/2021	APPROVED 03/04/2021
CITY OF BUCKEYE PLANNING AND ZONING	CITY OF BUCKEYE ENGINEERING
AS-BUILT SEAL	DESIGN SEAL
ORIGINAL PLAN DATE	LATEST REVISION DATE
PROJECT NUMBER	SHEET
DRAWING NUMBER	DATE
LS-102	20 OF 34
ENGCIP-20-10027	
COR PLAN TRACKING #	
COR PERMIT #	



NOTES

LANDSCAPE LEGEND

SYMBOL BOTANICAL NAME

TREES:

- Acacia aneura
- Mulga
- Pistacia Red Push
- Red Push
- Pistacia lentiscus
- Mastic Tree
- Washingtonia robusta
- Mexican Fan Palm

- Existing Fan Palm to Remain
- Existing Tree to Remain

ACCENTS / SHRUBS / GROUNDCOVERS:

- Callitriche "Little Joins"
- Little Joins
- Callitriche callitriche
- Red Fairy Duster
- Eriogonum fasciculatum v. pallidum
- Arizona Buckwheat
- Resistant perennials "Breaklights"
- Sansevieria Red Yucca

SURFACE MATERIALS:

- 3/4" Screened Decomposed Granite
- Belmont Gold, Typ.
- To Match Existing
- 3-1/2" Ht. x 6" CMU
- To Match Existing
- See Structural Plans & Divg. No. CV-102
- To Remain
- 24" Deep x 8" Long Molded Panels
- ** = Contractor to provide decomposed granite samples for approval by City or City's representative to match existing gradation and color.

REVISIONS:

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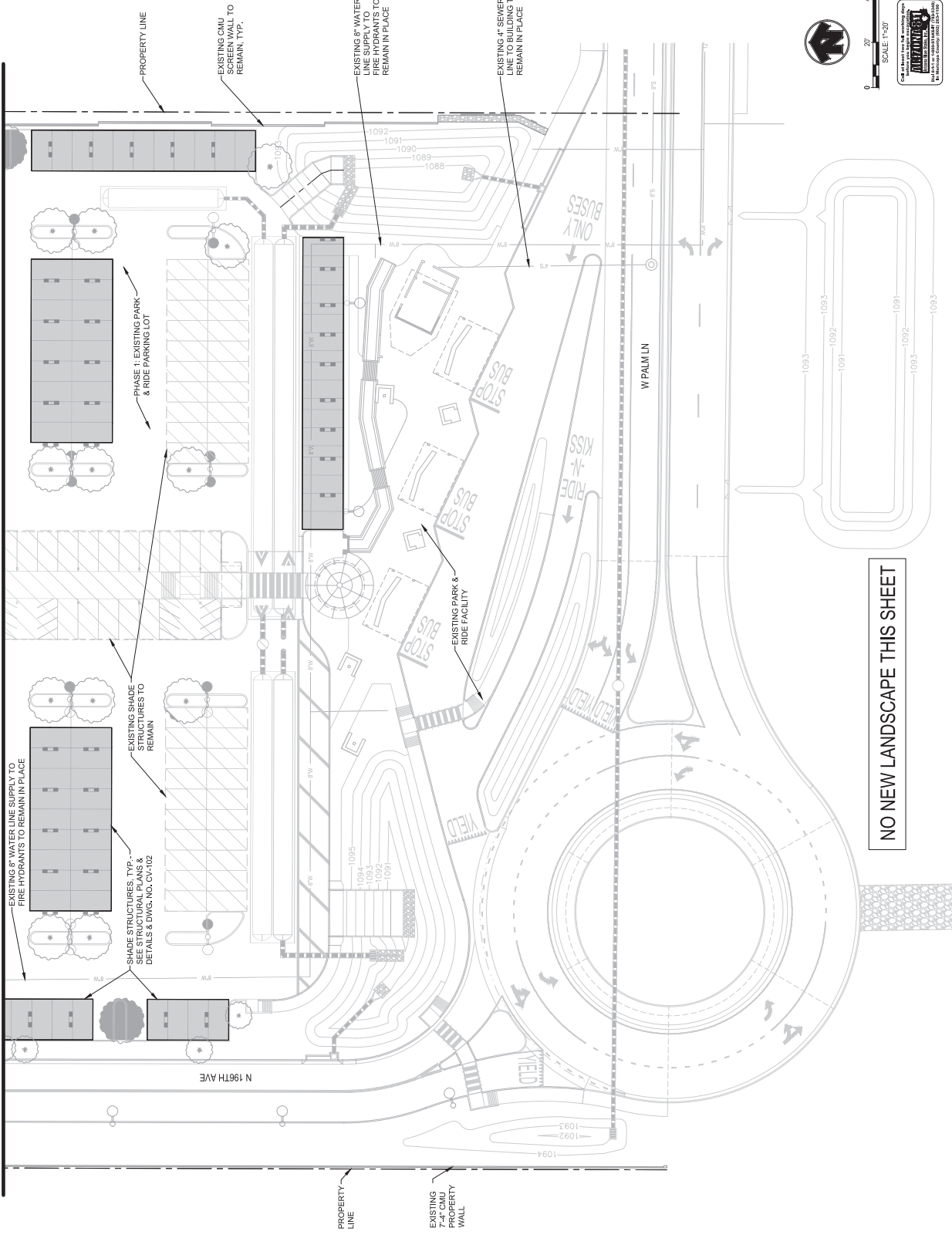
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NO NEW LANDSCAPE THIS SHEET

MATCH LINE SHT. LS-201



NO NEW LANDSCAPE THIS SHEET

NOTES:

1. PLANT'S DELIVERED WITH CRACKED OR BROKEN CONTAINERS, NOT ROOTED IN CAN OR ROOT BOUND WILL BE REJECTED.
2. TREE TRUNK SHALL BE CAPABLE OF MOVEMENT IN ALL DIRECTIONS. COORDINATE WITH COB INSPECTOR.

NOTES:

1. DECOMPOSED GRANITE - SEE SHEET LS-101 FOR COLOR & SIZE. CONTRACTOR SHALL PROVIDE SAMPLES FOR APPROVAL BY CITY REPRESENTATIVE AND LANDSCAPE ARCHITECT PRIOR TO ORDERING AND INSTALLATION.

2. ALL D.G. SLOPES IN EXCESS OF 6:1 SHALL BE COMPACTED BY WATER & ROLLING.

NOTES:
PLANTS DELIVERED WITH CRACKED OR BROKEN
CONTAINERS, NOT ROOTED IN CAN OR ROOTBOUND,
WILL BE REJECTED

GENERAL NOTES:
TREE BARRIERS ARE REQUIRED FOR ALL TREES ALONG PARKWAYS, LANDSCAPE ISLANDS, UNDERGROUND UTILITIES AND WHERE TREE CANOPY MAY OVERHANG RIGHT-OF-WAY.

Diagram illustrating the cross-section of a tree trunk and its attachment to a support structure, with various treatments and structural details labeled:

- THIN 2" x 4" FRONDS
TIE W/ NATURAL FIBER TWINE
(REMOVE TIES PRIOR TO
BUCKLING 60-90 DAYS)
- 2" x 4" BLOCKING NAILED
TO BACK OF TIE TO THIN
WITH 1" (MIN.) NYLON TIE.
- (3) 7" x 6" BRACES, SPACED
EQUALLY AND NAILED TO
WOODED STAKES IN THE
GROUND
- PLANTING HOLE WITH SMALL
BE 3X DIAMETER OF ROOTS
AND NO DEEPER THAN THE
EXTENSION OF THE ROOTS
- 4" DIA. x 36" LENGTH
IRRIGATION DEEP
SEE
IRRIGATION DETAILS
- DO NOT PLACE DECOMPOSED
GRANITE W/IN 2" OF TRUNK
- 100% WASHED SAND BACKFILL.
LITTLE DON'T PACK SAND TILL
DO NOT PACK SAND TILL.
- PLANT @ DEPTH WHICH PLANT
WAS GROWN. ADJUST ROOT
SAND. PLANTING DEPTH
HEIGHT WILL NOT BE ALLOWED

SPECIFIED TREE ROOT BARRIER IS A MECHANICAL BARRIER AND ROOT DEFLECTOR USED TO PREVENT TREE ROOTS FROM DAMAGING HARDCAPES AND LANDSCAPES, ASSEMBLED IN 24" (609 MM) LONG MODULES TO CREATE VARYING LENGTHS FOR LINEAR APPLICATIONS, OR PERIMETER SURROUND APPLICATIONS AT MINIMUM 8' (243.8 CM) DIAMETER.

A. MATERIALS

1. THE CONTRACTOR SHALL FURNISH AND INSTALL TWO (2) FOOT BARRIERS AS SPECIFIED.
2. TREE ROOT BARRIER SHALL BE RECYCLABLE BLACK EXTRUDED PANELS WITH .080" (2.03 MM) WALL THICKNESS IN MODULES 24" (609 MM) LONG AND 24" (609 MM) WIDE.
3. TREE ROOT BARRIER SHALL BE MANUFACTURED WITH 100% REPROCESSSED HOMOPOLYMER POLYETHYLENE WITH ADDED ULTRAVIOLET MODIFIERS. EACH PANEL SHALL BE COMPRISED OF 24" (609 MM) DIMENSIONS.
4. TREE ROOT BARRIER SHALL BE MANUFACTURED WITH .080" (2.03 MM) THICKNESS DIRECTING ROOTS AT AN INTERIOR OF THE BARRIER PANEL. SPACED #7 (19.2 CM) DIA. IRON RODS FROM MINIMUM 8' (243.8 CM) DIAMETER.
5. TREE ROOT BARRIER SHALL BE MANUFACTURED WITH .080" (2.03 MM) THICKNESS WITH .080" (2.03 MM) APART (SEE DETAIL).
6. TREE ROOT BARRIER SHALL BE MANUFACTURED WITH AN INTEGRATED JOINING SYSTEM FOR ASSEMBLY AND DISASSEMBLY INTO ANOTHER.

1. THE CONTRACTOR SHALL FURNISH AND INSTALL, TIE-4.2 FOOT BARRIER AS SPECIFIED. THE ROOT BARRIER SHALL BE UB-4.2 AS MANUFACTURED BY DEEPOOR® GREEN INFRASTRUCTURE.
2. ROOT BARRIER SHALL BE RECYCLABLE BLACK, EXTRUDED PANELS WITH 0.80" DEEP.
3. (1) 300 MM WALL THICKNESS IN MODULES 24" (609 MM) LONG AND 24" (609 MM) DEEP.
4. (2) 300 MM WALL SHALL BE MANUFACTURED WITH 100% RECYCLED HOMOPOLYMER POLYETHYLENE WITH ADDED ULTRAVIOLET INHIBITORS.
5. (3) 400 MM WALL SHALL BE COMPOSED OF 24" (609 MM) MODULES. EACH PANEL DIRECTING 90° OF AN MINIMUM 0.80" (20.3 MM) THICKNESS, PROTRUDING 1/2" (12.7 MM) RISE FROM AN INTERIOR OF THE BARRIER PANEL, SPACED 6" (152.4 MM) APART. (SEE DETAIL).
6. (4) 400 MM WALL SHALL BE MANUFACTURED WITH AN INTEGRATED JOINING SYSTEM FOR ASSEMBLY BY SLIDING ONE PANEL INTO ANOTHER.

MATERIAL AND THICKNESS	HIGH-DENSITY POLYETHYLENE 0.080 INCH EXTRUDED	
PROPERTIES	TYPICAL VALUE	ASTM TEST METHOD
TENSILE STRESS @ YIELD	3800 PSI	D638
ELONGATION @ BREAK %	10%	D638
TENSILE MODULUS	156,000 PSI	D638
NOTCHED IZOD IMPACT	0.4 - 4.0	D256A
FLEXURAL MODULUS 73	145,000	D790
HARDNESS SHORE	P95	D2240

Call at least two full working days before you begin excavation.

ALERT

Excavate Safe Sites, Inc.

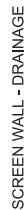
Dial 8-6-6 or 1-800-STAKE-IT (732-3369)
In NJ call 908-442-4400

[illegible]



NOTE:
USE INTEGRAL COLOR BLOCKS TO MATCH EXISTING WITH APPROVAL
BY CITY OR CITY REPRESENTATIVE PRIOR TO CONSTRUCTION

TURN TWO 8"x8"x16" CMU BLOCKS ON SIDES AND CUT BLOCKS TO 6" WIDTH TO MATCH 6" WIDE WALL. PLACE BLOCKS ALONG COURSE AS SHOWN HERE AND AS LOCATED PER LANDSCAPE PLAN (LP-201) AT EASTERN WALL PARALLELING JACK RABBIT TRAIL TO ALLOW FOR DRAINAGE THROUGH WALL. DRAINAGE BLOCKS SHALL MATCH INTEGRAL COLOR OF OTHER NEW WALL BLOCKS.



N.T.S.

NOTES

1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF C&M SCREEN WALL, INCLUDING BUT NOT LIMITED TO C&M BLOCK SAMPLES.
2. ALL SUBGRADE SHALL BE COMPACTED PER THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT.
3. MASONRY UNITS SHALL CONFORM TO ASTM C900 NORMAL WEIGHT TYPE 1 WITH A MINIMUM COMPRESSIVE STRENGTH OF 1,500 PSI.
4. THICKNESS OF BED JOINTS SHALL NOT EXCEED 3/8"
5. GROUT SHALL CONFORM TO ASTM C475 WITH MINIMUM COMPRESSIVE STRENGTH OF 2000 PSI.
6. ALL HORIZONTAL AND VERTICAL JOINTS SHALL BE TOoled CONCANE.
7. CONTRACTOR SHALL PROVIDE MOCKUPS FOR REVIEW, SEE SPECIFICATIONS.

REVISIONS:	
1	
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PLAN NAME	
WAS2 BUCKEYE PARK AND HIDE EXPANSION LANDSCAPE DETAILS	

 ENGINEER INFORMATION 12 Engineering & Environmental Design 12000 Highway 100, Suite 62 Buickwe, Arizona 85904 Phone: 602-898-7221 Fax: 602-898-7221 Email: info@cei22.com	APPROVED 03/04/2021 CITY OF BUCKEYE PLANNING AND ZONING	DESIGN SEAL 	ENGINEER PLAN # ENGINEER PROJECT #
APPROVED 03/04/2021 CITY OF BUCKEYE PLANNING AND ZONING	DESIGN SEAL 	ENGINEER PLAN # ENGINEER PROJECT #	ENGINEER PLAN # ENGINEER PROJECT #



DETAIL	SYMBOL	DESCRIPTION	QUANTITIES
4 R-407		EXISTING HUNTER 12 STATIONS SOLAR CONTROLLER #KCH-120-S&L LOCATED INSIDE EXISTING BACKFLOW VALVE ASSEMBLY. TWO 1/2" PEX WATER LINES TO BE INSTALLED IN CONCRETE SLAB. ONE LINE FOR EACH COLOR TO EXISTING TWO RED CONTROL AND ONE WHITE COMMON WIRES AT MAINLINE PIPE SUBMOUNT LOCATION INSIDE EXISTING 10" ROUND SPIRICE BOX AND EXTEND WIRES TO NEW PHASE 2 RPIE TUBOUT FROM VALVES. CONNECT SAME EXISTING CONTROLLER WIRE INSIDE CONTROLLER TO OPEN STATIONS #10 & #11	400 LF (EACH) STUB-OUT TO (NEW VALVES)
1 R-407		ISOLATION BALL VALVE ASSEMBLY: 1" SPEARS 200 SERIES FULL PORT AND TRUE UNION PVC BALL VALVE WITH S&S CONNECTIONS RATED TO 235 PSI. IN 10" ROUND CARSON #910 TAN COLOR VALVE BOX WITH BOLT DOWN T-COVERER	1EA
2 R-407		QUICK COUPLER ASSEMBLY: 1" RAIN BIRD 400-TWO-PECE BODY WITH YELLOW COVER. LASCO 1"x .12" I.D. LENGTH PVC UNIFIED SWING JUNT. #8 REBAR STAKE. IN 10" ROUND CARSON #910 TAN COLOR VALVE BOX WITH BOLT DOWN T-COVER. PROVIDE ONE VALVE KEY #444-X AND ONE 1" FPT x 3/4" MHT ROSE SWIVEL JSH-1 TO OWNER	1 EA
3 R-407		RPIE REMOTE CONTROL VALVE ASSEMBLY: 1" RAIN BIRD DRIP CONTROL ZONE KIT #KCCZ-100-RPIE-LC WITH FLOW RANGE OF 0.3 - 20 GPM = 1" PER SERIES GLASS-FILLED NYLON GLOBE STYLE BODY RATED TO 200 PSI WITH HUNTER #496200 DC LATCHING SOLENOID. 1" BASKET FILTER WITH 200 MESH/75 MICRON SS SCREEN WITH 1/2" NPT INLET. 1" RAIN BIRD 400-TWO-PECE BODY WITH YELLOW COVER. LASCO 1"x .12" I.D. INDUSTRIAL SERIES PVC TRUE UNION FULL PORT BALL VALVE WITH S&S CONNECTIONS RATED TO 235 PSI.	2 EA
1 R-407		1" SPEARS 200 SERIES FULL PORT AND TRUE UNION PVC BALL VALVE WITH S&S CONNECTIONS RATED TO 235 PSI. STANDARD YELLOW CHRISTY ID TAG WITH STATION NO. ON TAG. DR-SPICE IPS-400 WIRE CONNECTORS. IN SUPER JUMBO CARSON #1324 TAN COLOR VALVE BOX WITH BOLT DOWN T-COVER	44 EA *
1 R-407		MULTI-OUTLET EMITTER: RAIN BIRD XERBUR PRESSURE COMPENSATING SIX OUTLET EMITTER #XB1-10 (1.0 GPH) OR #XB3-10 (2.0 GPH) WITH 1/2" THREADED INLET. INSTALL ON 1/2" PVC FLEX RISER IN 5" ROUND CARSON #910 TAN COLOR EMITTER BOX. Emitter DISTRIBUTION TUBES SHALL BE NYL.	173 EA
3 R-407		SINGLE & 1/2" THREADED INLET: DIRECT BURRY BURRY INSULATED EMITTER #XB-10-PC WITH 1.0 GPH FLOW @ 1' HEAD	26 EA
4 R-407		PALM TREE DEEP ROOT WATERING SYSTEM: RAIN BIRD 36" LENGTH ROOT ZONE WATERING SYSTEM #RWB-B-C-401 RWB-SOCK WITH FILTER FABRIC SLEEVE. CHECK VALVE, 1/2" SWING JUNT., & REPLACE STOCK BUBBLER WITH RAIN BIRD MULTI-OUTLET EMITTER #MBT-10 AS NOTED ABOVE. INSTALL TWO DEEP ROOT SYSTEMS WITH EACH PALM TREE AT 180' APART FROM TRUNK	12 EA
1 R-407		DRIPE LATERAL FLUSH END CAP ASSEMBLY: 3/4" API PVC BALL VALVE WITH 3/4" FAT SWIVEL INLET & 3/4" MHT OUTLET. 3/4" FLEX RISER. IN 7" ROUND CARSON #709 TAN COLOR VALVE BOX WITH BOLT DOWN T-COVER	400LF
2 R-407		MANLINE PIPE: 1" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCH 40 PVC FITTINGS	1,810 LF
3 R-407		SHRUB / ACCENT DRIPE LATERAL PIPE: 3/4" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 PVC FITTINGS	1,835 LF
3 R-407		TREE DRIPE LATERAL PIPE: 3/4" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 PVC FITTINGS PIPE SLEEVES (TS). SCHEDULE 40 PVC DIRECT BURRY INSTALL AT 24" MINIMUM COVER. SIZE AS NOTED ABOVE	2PCS = 60 LF 3PCS = 465 LF

* = MULTI-OUTLET EMITTER QUANTITY DOES NOT INCLUDE ADDITIONAL 26 MULTI-OUTLET EMITTERS REQUIRED WITH PALM TREE DEEP ROOT SYSTEMS

GENERAL IRRIGATION NOTES:

- GENERAL IRRIGATION NOTES:**
- 1. ALL IRRIGATION EQUIPMENT TO BE INSTALLED PER IRRIGATION DETAILS AND PER MANUFACTURER'S SPECIFICATIONS.
 - 2. ALL ITEMS TO BE BID AS NOTED OR AS AN APPROVED EQUAL. NO SUBSTITUTIONS SHALL BE ALLOWED UNLESS PRIOR APPROVAL IS OBTAINED IN WRITING FROM THE CITY OF BUCKEYE OR CITY'S REPRESENTATIVE.
 - 3. ALL VALVE BOXES SHALL INCLUDE STAINLESS STEEL BOLT-DOWN OR LOCKABLE T-SHYLE COVERS WITH EMBOSSED LETTERS AS NOTED IN DETAILS (EXCEPT EMITTER BOXES). ALL VALVE BOXES AND COVERS SHALL BE TAN COLOR.

EMITTER NOTES:

1. SEE THE LEGEND FOR EMITTER FLOWS & QUANTITIES PER PLANT. SEE EMITTER DETAILS FOR REQUIRED LAYOUT.
2. DO NOT SUBSTITUTE MULTI-PORT EMITTERS FOR SINGLE PORT EMITTERS. INSTALL EMITTERS PER EMITTER SCHEDULE ONLY.
3. LOCATE ALL EMITTERS UPHILL OF PLANT WHEN ON A SLOPE.
4. ALL "TREE EMITTER (DISTRIBUTION)" TUBES SHALL BE VISIBLE AND CUT "A" MINIMUM TO 2" MAXIMUM ABOVE FINISH GRADE OF DECOMPOSED GRANITE AS SHOWN PER DETAIL.
5. ALL SHRUB / ACENT SINGLE EMITTERS SHALL BE VISIBLE WITH EMITTER INSTALLED ABOVE FINISH GRADE OF DECOMPOSED GRANITE AS SHOWN PER DETAIL.
6. ALL MULTI-PORT EMITTERS ARE TO BE INSTALLED IN EMITTER BOXES TO ALLOW FUTURE SERVICE. DO NOT KINK EMITTER TUBES.

EMITTER SCHEDULE

SYN.	SPECIES	QUANTITY	TYPE	OUTLETS	VOLUME
	TREES				
	 <i>Acacia acutata</i>	1	MULTI		6 1/1 GPH
	 <i>Malga</i>				
	 <i>Pisonia Red Palm</i>	1	MULTI		6 2/2 GPH
	 <i>Pisonia Red Palm</i>	1	MULTI		6 1/1 GPH
	 <i>Pisonia Red Palm</i>	1	MULTI		6 1/1 GPH
	 <i>Washingtonia</i>	1	MULTI **		6 1/1 GPH
	 <i>Mexican Fan Palm</i>				
	 <i>Existing Fan Palm Tree</i>				
	 <i>Project in Place</i>				
	 <i>Existing Palm in Place</i>				
	SHRUBS / ACCEENTS / GROUNDCOVERS				
	 <i>Callisaurus 'Little John'</i>	1	SINGLE		1/1 GPH
	 <i>Callitroca californica</i>	1	SINGLE		1/1 GPH
	 <i>Red Fairy Duster</i>	1	SINGLE		1/1 GPH
	 <i>Eriogonum fasciculatum v. pallidum</i>	1	SINGLE		1/1 GPH
	 <i>Adiantum bicoloratum</i>				
	 <i>Nolina 'Bridal Veil'</i>	1	SINGLE		1/1 GPH
	 <i>Nolina 'Bridal Veil'</i>				

*** = ONE MULTI-OUTLET EMITTER SHALL BE INSTALLED WITHIN EACH PALM TREE DEEP ROOT WATERING SYSTEM (TO REPLACE STOCK BUBBLER) AND TWO DEEP ROOT WATERING SYSTEMS SHALL BE INSTALLED PER EACH PALM TREE.

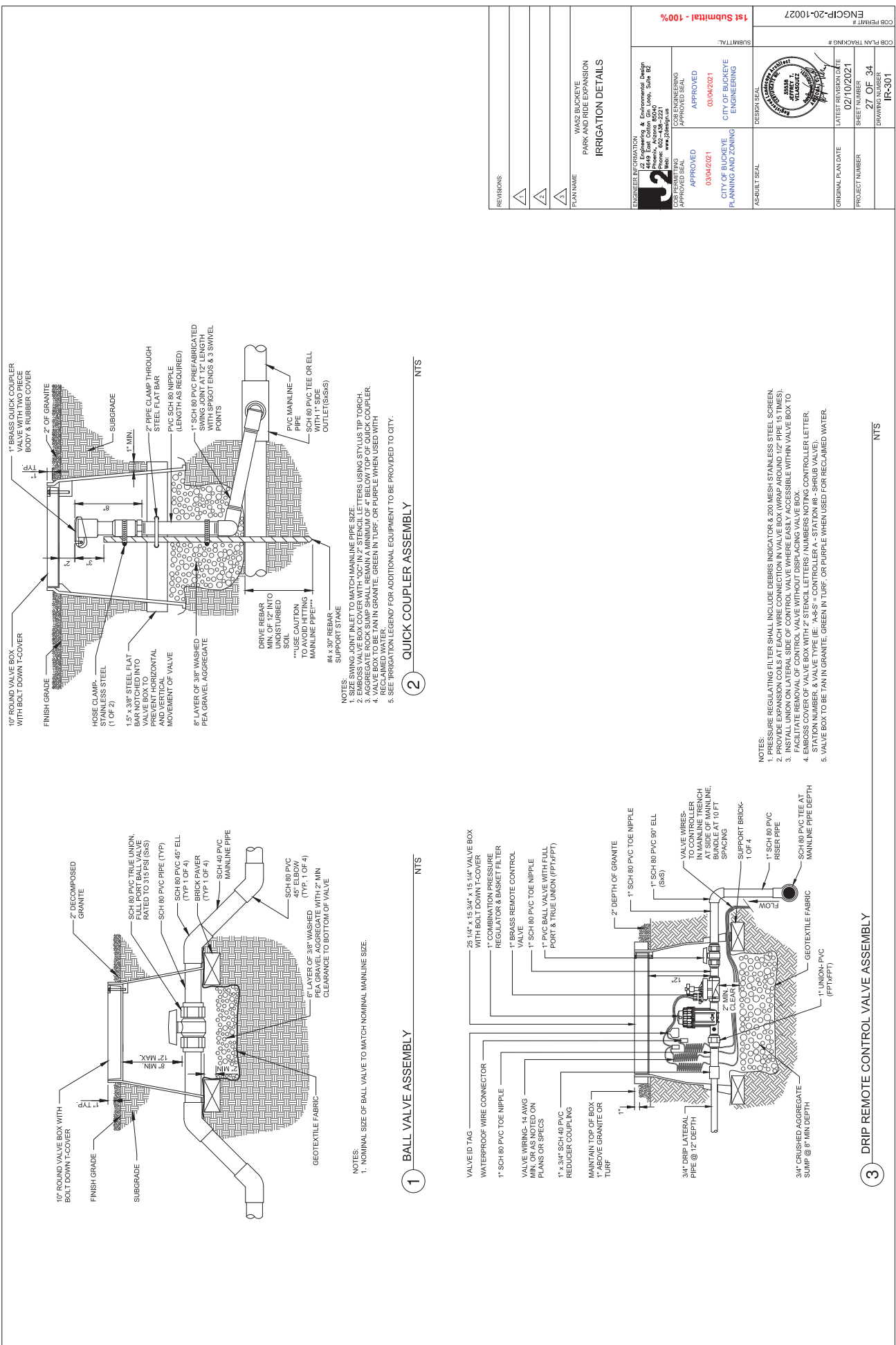
VALVE KEY LEGEND

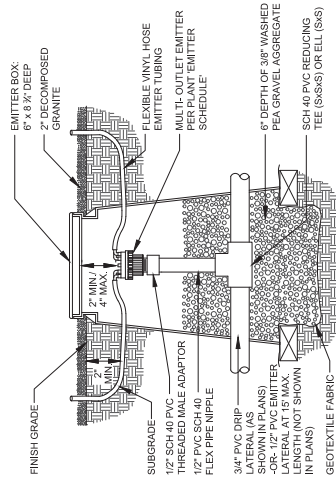
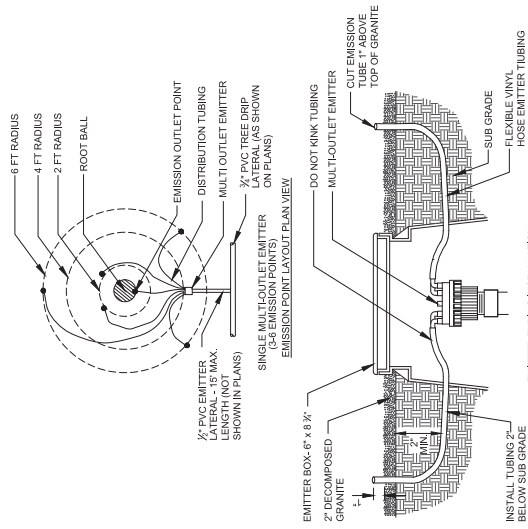


CONTROLLER NOTES:

3. CONNECT EXISTING WIRE FROM HUNTER X-BOX SPULVE SOLAR CONTROLLER X-1 TO EXISTING WIRE FROM HUNTER X-BOX SPULVE SOLAR CONTROLLER X-1. INSTALL WIRE FROM EXISTING BACKFLOW PREVENTER CAGE TO REMAIN IN PLACE.
4. ALL REMOTE CONTROL VALVES ASSOCIATED WITH THIS CONTROLLER SHALL HAVE HUNTER DC LATCHING SOLENOIDS #458200.
5. CONNECT EXISTING WIRE FROM HUNTER CONTROLLER FOR NEW PHASE 2 REMOTE CONTROL VALVE WIRES TO OPEN STATIONS #10 & #11.
6. EXISTING WIRE SPULVE BOX COVER SHALL BE BRANDED WITH 2" LETTERS "WS".
7. NEW CONTROL WIRE FROM SPULVE BOX TO CONTROLLER SHALL MATCH EXISTING WIRE GAUGE AND COLORS.

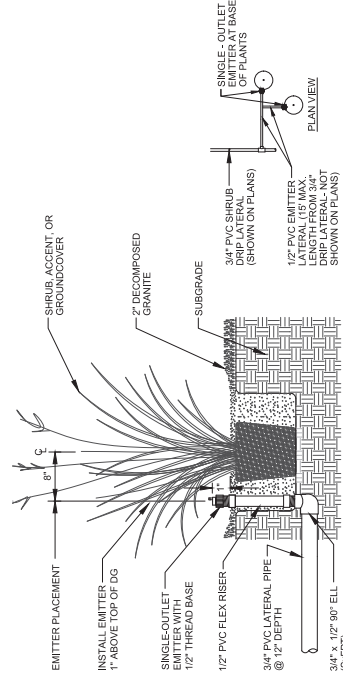
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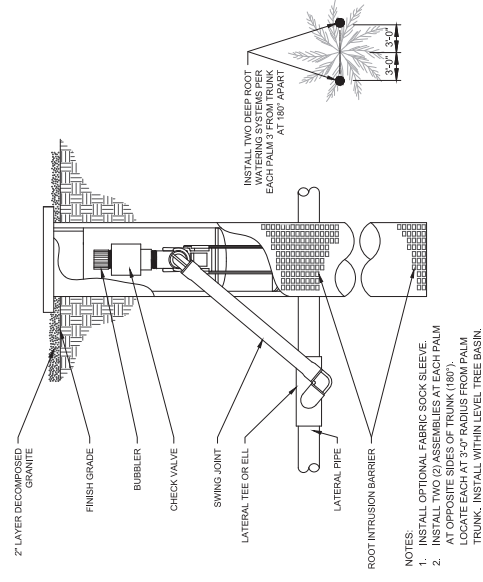
1. SEE "EMITTER SCHEDULE" FOR QUANTITY OF EMITTERS, VOLUME, AND NUMBER OF EMITTER TUBES FOR EACH TREE.
2. MAXIMUM DISTRIBUTION LENGTH: 100' MIN., BELOW SUBGRADE PRIOR TO GRANITE INSTALLATION.
3. MAXIMUM DISTRIBUTION LENGTH: 100' MIN.
4. SEE MULTI-OUTLET TREE INSTALLATION DETAIL FOR HOW TO INSTALL.
5. EMITTERS AND TUBES AROUND PLANTS.
6. USE A BOX & COVER TO BE TAIN IN GRANITE, GREEN IN TURF, OR PURPLE WITH NON-POTABLE IRRIGATION WATER.
7. USE SOLVENT DESIGNATED FOR USE WITH POLYETHYLENE PIPES.

1 DRIP EMITTER - MULTI-OUTLET ASSEMBLY NTS



- NOTES:
1. SEE "EMITTER SCHEDULE" FOR QUANTITY OF EMITTERS AND VOLUME FOR EACH SHRUB/ACCENT/ & GROUND COVER.
 2. PLACE EMITTERS WITHIN 8 INCHES OF THE ROOTBALL AND 1" ABOVE TOP OF DG.
 3. ALWAYS INSTALL EMITTERS ON UPHILL SIDE OF ANY SLOPE.
 4. DO NOT SUBSTITUTE SINGLE-OUTLET EMITTERS FOR MULTI-OUTLET EMITTERS WITHOUT PRIOR APPROVAL BY CITY OR CITY'S REPRESENTATIVE.

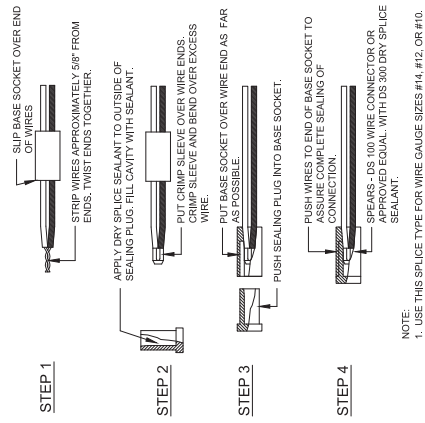
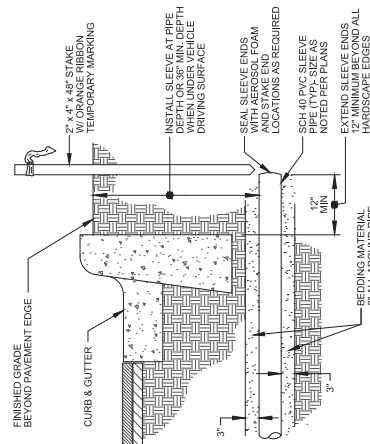
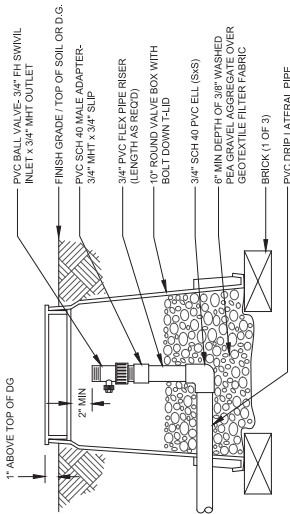
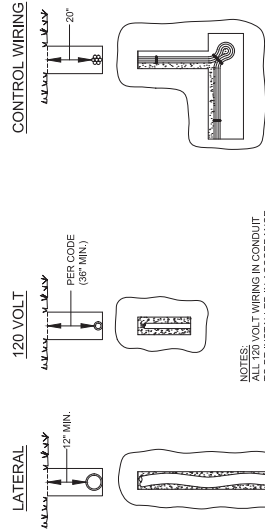
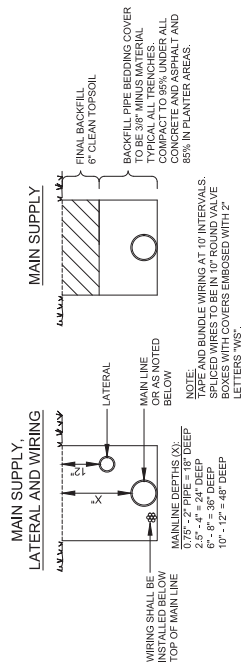
3 DRIP EMITTER - SINGLE-OUTLET ASSEMBLY^{NTS}



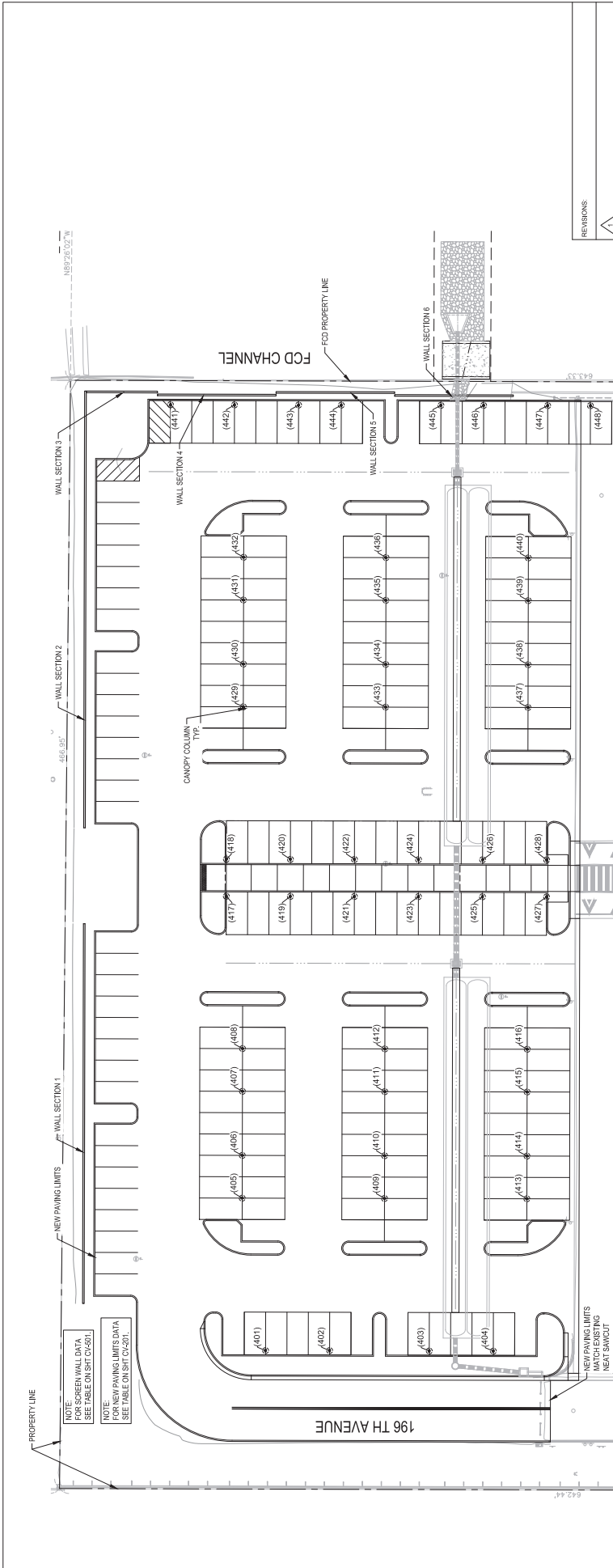
- NOTES:
1. INSTALL OPTIONAL FABRIC SOCK SLEEVE.
 2. INSTALL TWO (2) ASSEMBLIES AT EACH PALM AT OPPOSITE SIDES OF TRUNK (180°). LOCATE EACH AT 3'-0" RADIUS FROM PALM TRUNK. INSTALL WITHIN LEVEL TREE BASIN.

4 PALM TREE DEEP ROOT WATERING SYSTEM

REVISIONS:	△ △ △ △ WASD BUCKEYE PARK AND RIDE EXPANSION IRRIGATION DETAILS	
PLANTNAME		
OWNER INFORMATION	 CITY OF BUCKEYE Engineering & Environmental Design 4449 East Cotton Gin Lane, Suite 62 Phoenix, AZ 85042 Phone: 602-438-2221 www.cityofbuckeye.com COS PERMITTING APPROVED SEAL APPROVED 03/04/2021	
COS PERMITTING	COS ENGINEERING APPROVED SEAL APPROVED 03/04/2021	
AS-BUILT SEAL	CITY OF BUCKEYE PLANNING AND ZONING CITY OF BUCKEYE ENGINEERING	
DESIGN SEAL		
SUBMITTAL	COS PLAN TRACKING # ENSCIP-20-10027	
ORIGINAL PLAN DATE	LATEST REVISION DATE	
PROJECT NUMBER	SHEET	
	DRAWING NUMBER	
	IR-302	



REVISIONS:	1 2 3		PLAN NAME WASS BUCKEYE PARK AND RIDE EXPANSION IRRIGATION DETAILS	ENGINEERING INFORMATION City of Buckeye & Environmental Design 4640 East Cotton Inn Loop, Suite B2 Buckeye, AZ 85215 Phone: 602-438-2221 Fax: 602-438-2221 Email: info@cityofbuckeyeaz.com	1st Submittal - 100%
	APPROVED 03/04/2021 CITY OF BUCKEYE PLANNING AND ZONING	APPROVED 03/04/2021 CITY OF BUCKEYE ENGINEERING	SUBMITTAL:	COB PERMIT # COB PLAN TRACKING #	ENGNGP-20-10027
	AS-BUILT SEAL	DESIGN SEAL		ORIGINAL PLAN DATE PROJECT NUMBER SHEET DRAWING NUMBER	LATEST REVISION DATE 02/10/2021 29 OF 34 IR-303



MATCH LINE SEE SHEET CV-203

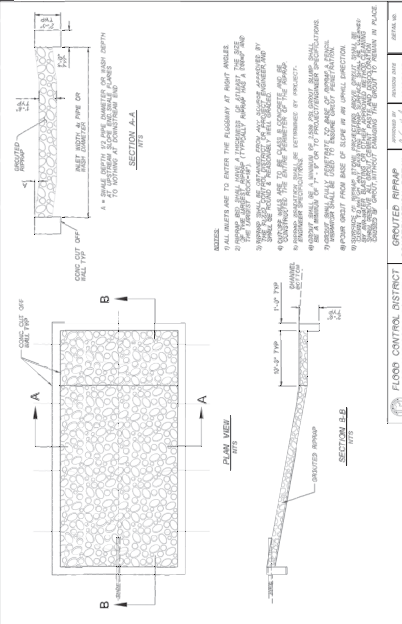
POINT TABLE				POINT TABLE				POINT TABLE			
POINT #	NORTHING	EASTING	DESCRIPTION	POINT #	NORTHING	EASTING	DESCRIPTION	POINT #	NORTHING	EASTING	DESCRIPTION
401	899057.69	528037.86	COLUMN	421	899020.25	528232.07	COLUMN	441	899007.76	528436.37	COLUMN
402	899030.69	528037.86	COLUMN	422	899005.22	528248.18	COLUMN	442	899007.76	528436.37	COLUMN
403	899058.69	528037.86	COLUMN	423	899005.22	528248.18	COLUMN	443	899007.76	528436.37	COLUMN
404	899091.69	528037.86	COLUMN	424	899005.22	528248.18	COLUMN	444	899025.76	528436.37	COLUMN
405	899007.55	528102.12	COLUMN	425	899005.22	528232.07	COLUMN	445	899005.76	528436.37	COLUMN
406	899007.55	528102.12	COLUMN	426	899005.22	528232.07	COLUMN	446	899005.76	528436.37	COLUMN
407	899007.54	528102.12	COLUMN	427	899005.22	528232.07	COLUMN	447	899005.76	528436.37	COLUMN
408	899007.40	528105.12	COLUMN	428	899007.27	528248.18	COLUMN	448	899020.76	528436.37	COLUMN
409	899007.55	528105.12	COLUMN	429	899007.27	528248.18	COLUMN				
410	899007.55	528105.12	COLUMN	430	899007.27	528248.18	COLUMN				
411	899007.40	528105.12	COLUMN	431	899005.03	528312.12	COLUMN				
412	899007.40	528105.12	COLUMN	432	899005.03	528312.12	COLUMN				
413	899007.40	528105.12	COLUMN	433	899005.03	528312.12	COLUMN				
414	899007.40	528105.12	COLUMN	434	899007.07	528305.98	COLUMN				
415	899007.40	528105.12	COLUMN	435	899005.03	528305.98	COLUMN				
416	899007.40	528105.12	COLUMN	436	899005.03	528312.18	COLUMN				
417	899007.40	528105.12	COLUMN	437	899007.07	528305.98	COLUMN				
418	899007.40	528204.92	COLUMN	438	899007.07	528305.98	COLUMN				
419	899007.40	528204.92	COLUMN	439	899007.40	528305.98	COLUMN				
420	899007.40	528244.87	COLUMN	440	899004.93	528305.98	COLUMN				

REVISIONS:	
1	
2	
3	
PLAN NAME	
WASZ BUCKEYE PARK AND RIDE EXPANSION GEOMETRIC CONTROL CANOPY	
ENGINEER INFORMATION	
J2 Engineering & Environmental Design 12200 N. 196th Avenue, Suite B2 Edmonds, WA 98020 Phone: 425-465-5201 Fax: 425-465-5202 Web: www.j2eng.com	
J2 ENGINEERING APPROVED SEAL	
SUBMITTAL	
DESIGN SEAL	
AS-BUILT SEAL	
CDB PLAN TRACKING #	
ENGP-20-10027	
CDB PERMIT #	
LATEST REVISION DATE	
02/10/2021	
PROJECT NUMBER	
5 OF 34	
DRAWING NUMBER	
CV-202	

POINT TABLE			
POINT #	NORTHING	EASTING	DESCRIPTION
501	898878.69	529037.47	COLUMN
502	898960.69	529037.43	COLUMN
503	898842.69	529037.40	COLUMN
504	898900.69	529037.31	COLUMN
505	898782.69	529037.27	COLUMN
506	898764.69	529037.22	COLUMN
507	898722.69	529037.12	COLUMN

[illegible]

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-WARNING-
OVER-LOAD POWER LOSS WITH
PRODUCT CONNECTED TO MTS

Call at least two full working days
before you begin excavation.

ABZORP
Advanced Blue Seals, Inc.

Dial 8-5-1 or 1-800-574-6147 (724-5746)
In Maricopa County: (602) 263-1160

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NOTES

CONSTRUCTION NOTES	QTY
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- 1 SINGLE CURB PER MAG STD DETAIL 222, TYPE A 2,615 LF
- 2 VERTICAL CURB & GUTTER PER MAG STD DETAIL 162 LF
- 3 220-1, TYPE A 8,440 SY
- 4 ASPHALT PAVEMENT SECTION NO.1 PER DETAIL ON SHEET CV-501 814 SF
- 5 VALLEY GUTTER PER MAG STD DETAIL 340, MODIFIED TO 3' WIDTH 182 SF
- 6 CONCRETE SIDEWALK PER MAG STD DETAIL 230 4,231 LF
- 7 4" WHITE PARKING STALL PAINT, THERMOPLASTIC 138 LF
- 8 4" DOUBLE YELLOW PAINT STRIPE, THERMOPLASTIC 98 SF
- 9 ADA RAMP PER DETAIL ON SHEET CV-501 WITH DETAIL RAMP TWINNING 3 EA
- 10 REMOVE & DISPOSE ROADWAY BARRIER THERMOPLASTIC 134 LF

NOTE:
FOR STORM WATER IMPROVEMENTS INCLUDING THE NEW UNDERGROUND STORM WATER DETENTION SYSTEM SEE SHEET CV-501.

ASSUMPTIONS
1. TOP OF CURB
2. PAVEMENT
3. GUTTER
4. EXISTING GROUND
5. PROTECT IN PLACE
6. FLOWLINE
7. GRADE
8. EARTHWORK QUANTITIES
9. EXISTING 1.5% SLOPE
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NOTE:
10% SHRINK WAS ASSUMED AND 1" GROUND COMPACTION.

REVISIONS:

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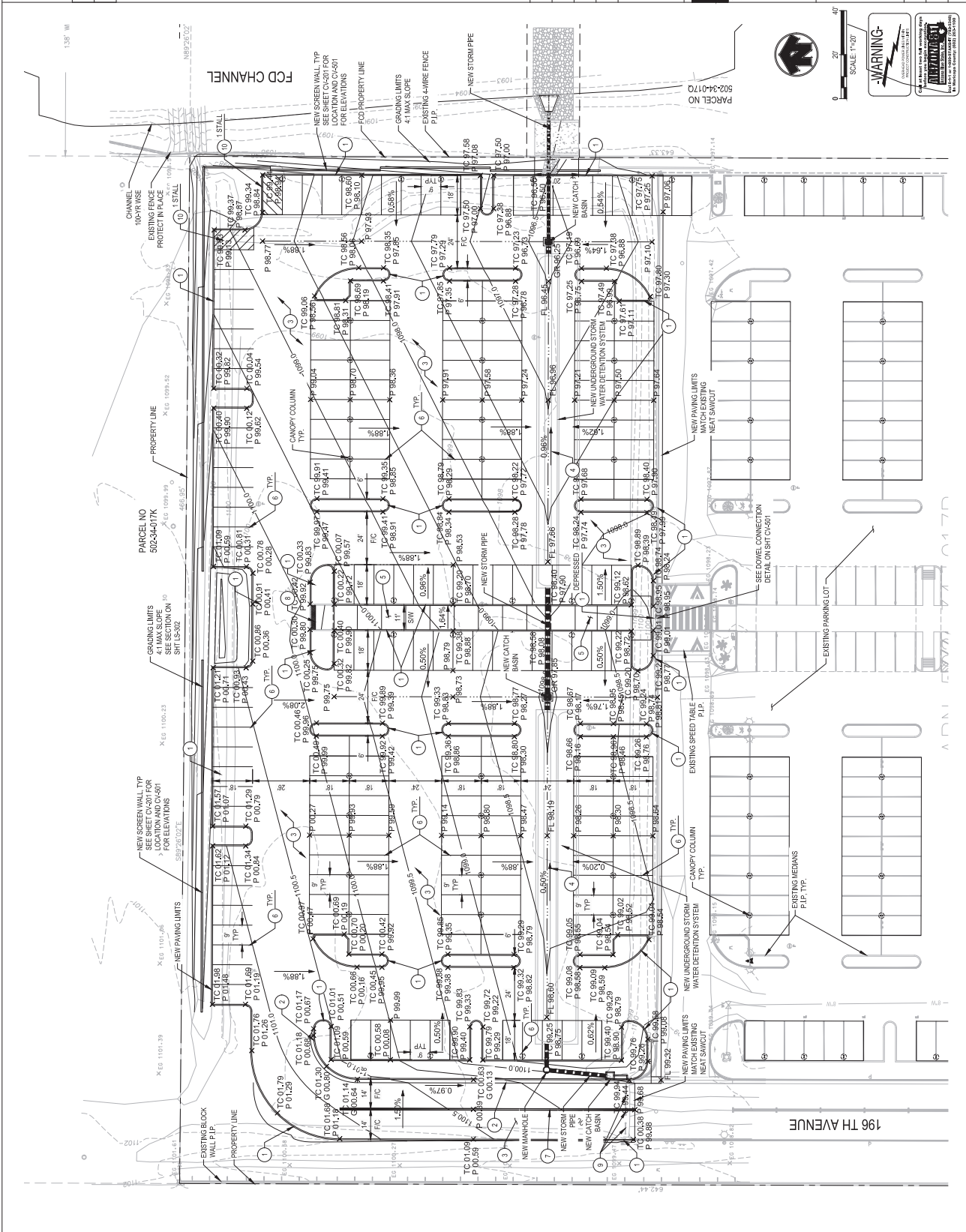
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ENGINEER INFORMATION
J2 Engineering & Environmental Design
12200 122nd Avenue, Suite 82
Plymouth, Minnesota 55442
Phone: 763-883-1111
Fax: 763-883-1112
Web: www.j2design.com

DESIGN SEAL
SUBMITTAL

DESIGN SEAL

DESIGN SEAL

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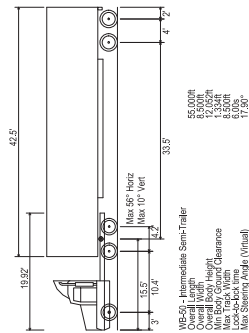
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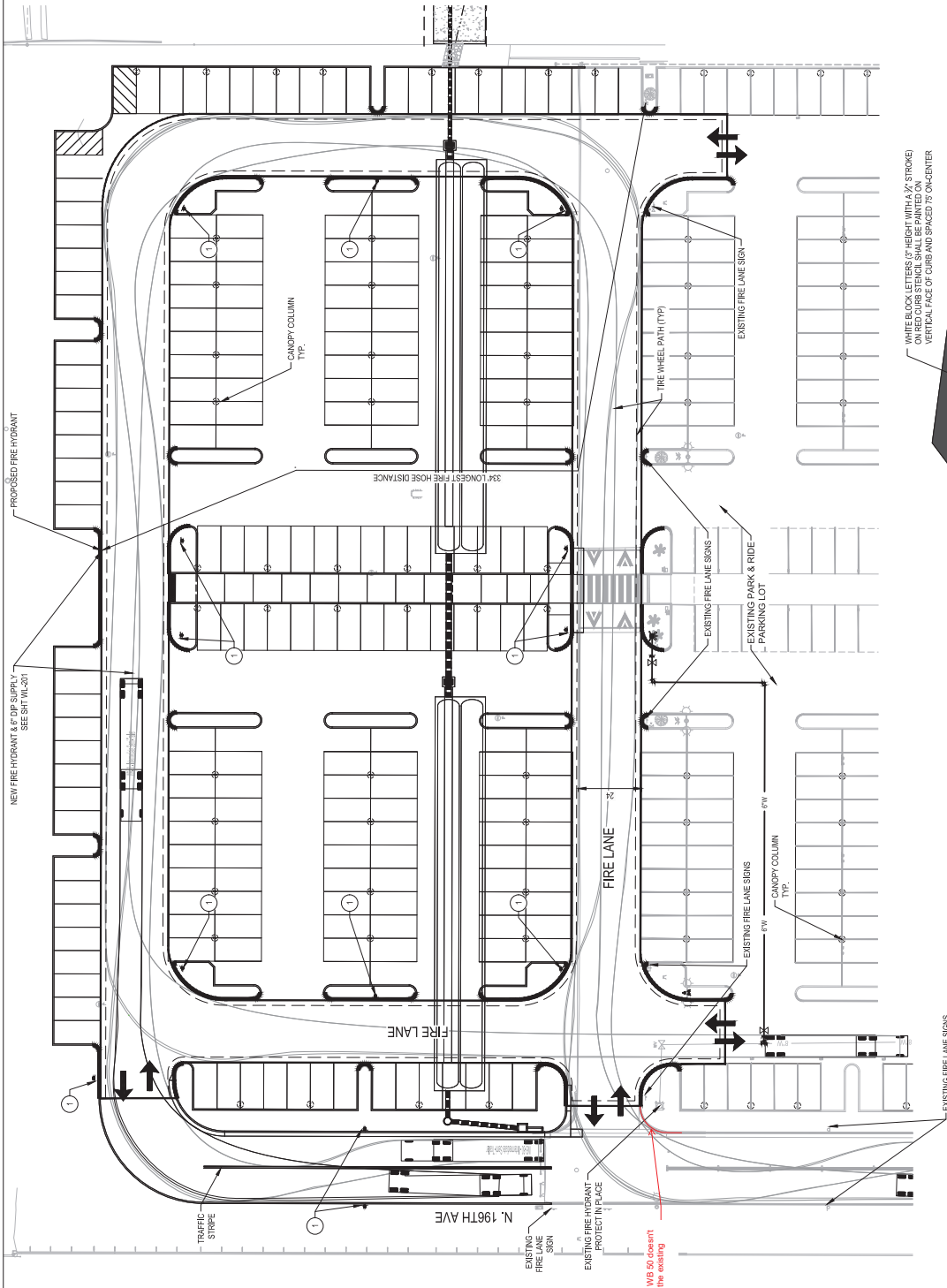
COB PLAN TRACKING #

LEGEND	
DESCRIPTION	QNTY
PROPOSED FIRE ACCESS ROUTES	-
① FIRE LANE SIGN PER CITY OF BUCKEYE STD. DTL. 3452	13 EA
RED CURB WITH STENCILING PER DETAIL BELOW	708 LF

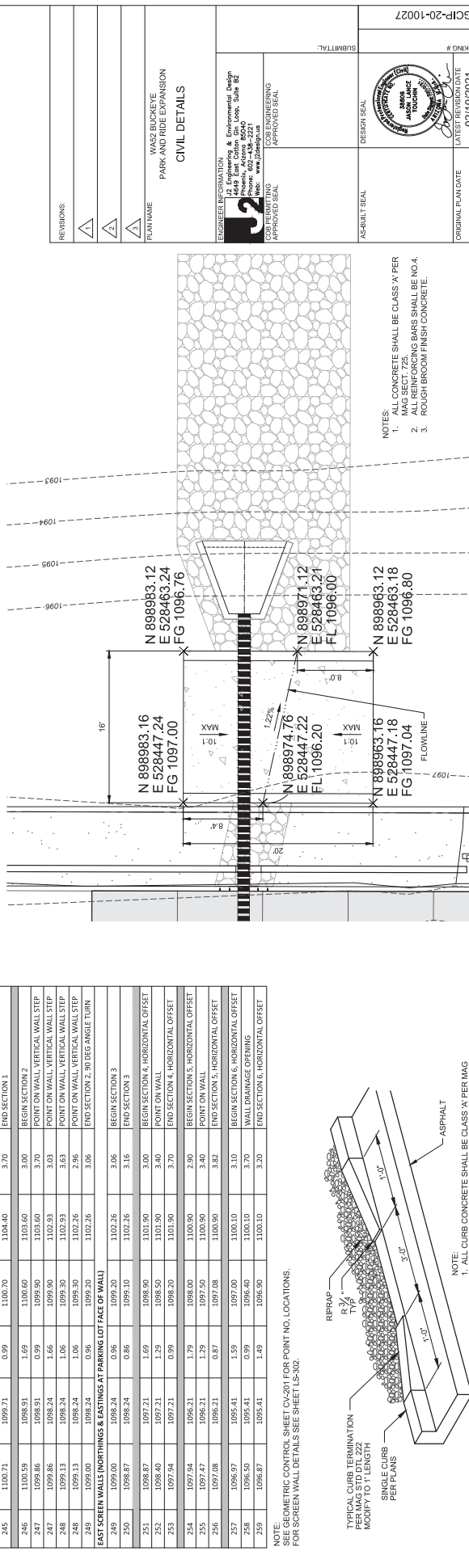
- NOTES:
1. THERE ARE NOT CANOPY OVERHANGS LOCATED WITHIN THE PROPOSED FIRE ACCESS ROUTES.
 2. DURING CONSTRUCTION, APPROVED SIGNS SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND THROUGH THE CONSTRUCTION SITE AS REQUIRED BY THE FIRE CODE OFFICIAL.
 3. NO MANUAL OR ELECTRICAL GATES WILL BE REQUIRED.



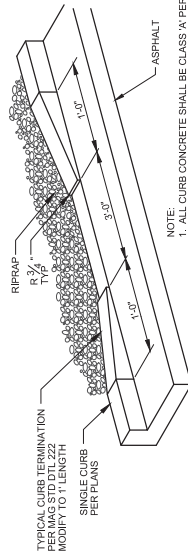
REVISIONS:	DESIGN SEAL	AS-BUILT SEAL
PLAN NAME	WASZ BUCKEYE PARK AND RIDE EXPANSION	FIRE PLAN
ENGINEER INFORMATION	U2 Engineering & Environmental Design 12200 N. 19th Ave., Suite 82 Phoenix, Arizona 85020 Phone: 602-998-2221 Fax: 602-998-2222 Web: www.u2eng.com	COB PERMITTING APPROVED SEAL
COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL	COB PLAN TRACKING #
ORIGINAL PLAN DATE	LATEST REVISION DATE	ENGP-20-10027
PROJECT NUMBER	SHEET NUMBER	8 OF 34
DRAWING NUMBER	CV-401	



1 FIRE LANE CURB PAINT



SEE GEOMETRIC CONTROL SHEET CV-201 FOR POINT NO. LOCATIONS. FOR SCREEN WALL DETAILS SEE SHEET LS-302.		TYPICAL CURB TERMINATION PER MAG STD DTL 222 MODIFY TO 1' LENGTH SINGLE CURB PER PLANS RIPRAP 3/4" 1/4" ASPHALT NOTE: 1. ALL CURB CONCRETE SHALL BE CLASS 'A' PER MAG SECTION 725.		DRAINAGE CURB OPENING NOT TO SCALE	
CONCRETE MAINTENANCE CROSSING		NOT TO SCALE			
NOTES: 1. ALL CONCRETE SHALL BE CLASS 'A' PER MAG SECT 725. 2. ALL REINFORCING BARS SHALL BE NO. 4. 3. ROUGH BROOM FINISH CONCRETE.					
DESIGN SEAL	AS-BUILT SEAL	DESIGN SEAL	AS-BUILT SEAL		
SUBMITTAL		SUBMITTAL			
CONC PLAN TRACKING #		CONC PLAN TRACKING #			
DATE OF ISSUE		DATE OF ISSUE			
PROJECT NUMBER		PROJECT NUMBER			
SHEET NUMBER		SHEET NUMBER			
DRAWING NUMBER		DRAWING NUMBER			
ORIGINAL PLAN DATE		ORIGINAL PLAN DATE			
DATE OF REVISION		DATE OF REVISION			
REVISION		REVISION			
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NOTE:
1. ALL CURB CONCRETE SHALL BE CLASS 'A' PER MAG
SECTION 725.

DRAINAGE CURB OPENING

NOT TO SCALE

CONCRETE MAINTENANCE CROSSING
NOT TO SCALE

NOTES:

1. ALL CONCRETE SHALL BE CLASS 'A' PER MAG SECT. 725.
2. ALL REINFORCING BARS SHALL BE NO.4.
3. ROUGH BROOM FINISH CONCRETE.

[illegible]

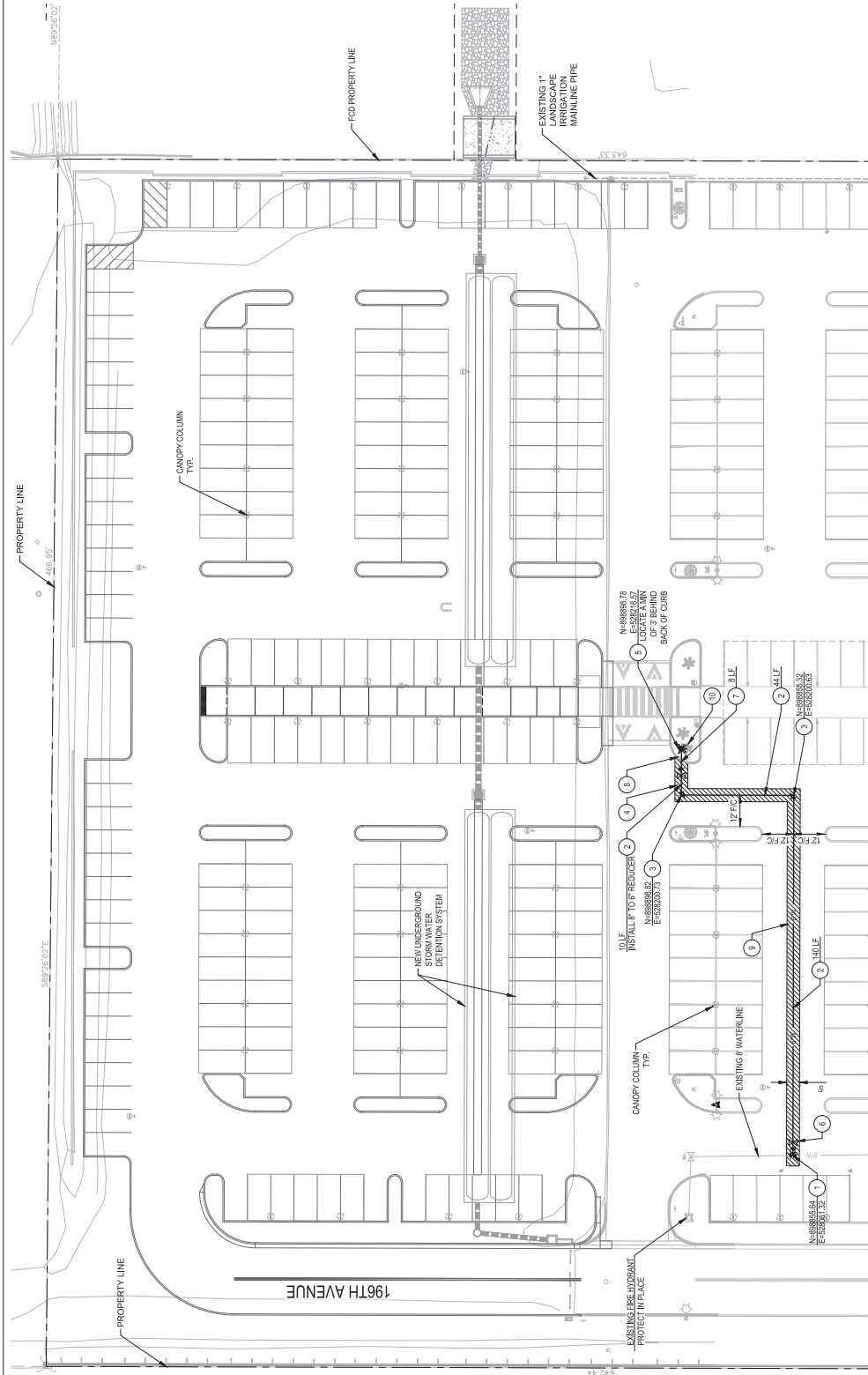
J2

ENGINEER INFORMATION

J2 Engineering & Environmental Design
4649 East Cotton Gin Loop, Suite B2
Phoenix, Arizona 85040
Phone: 602-438-2221
Web: www.j2design.us

COB PERMITTING
APPROVED SEAL

COB ENGINEERING
APPROVED SEAL



NOTES

WATER LINE CONSTRUCTION NOTES

QTY	DESCRIPTION
1EA	CONNECT TO EXISTING 8" WATER LINE INSTALL 8" STAINLESS FLANGED TAPPING SLEEVE
154 LF	8" DIP CL350 WATER LINE, RESTRAINED, WRAP WITH BLUE POLYWRAP PER MAG STD SPEC 610.5, 3 MIN COVER
2EA	90 DEGREE BEND FITTING
1EA	8" GATE VALVE BOX & COVER PER MAG STD DETAIL 391-1, TYPE A
1EA	FIRE HYDRANT ASSEMBLY (DIPY BARREL) 8" DIP CL350 PER MAG STD DETAIL 390-3
1EA	8" GATE VALVE BOX & COVER PER MAG STD DETAIL 391-1, TYPE A
8LF	8" DIP CL350 WATER LINE, RESTRAINED, WRAP WITH BLUE POLYWRAP PER MAG STD SPEC 610.5, 3 MIN COVER
6LF	REMOVE & REPLACE SINGLE CURB, NEW CURB PER MAG STD DETAIL 222, TYPE A
105 SY	REMOVE & REPLACE ASPHALT PAVEMENT PER MAG STD DETAIL 200-1, 1"-TOP WIDTH SHALL BE 8"
1EA	REMOVE AND DISPOSE EXISTING PALM TREE

- NOTE:
1. ALL WATER LINE TRENCHES SHALL BE PER CITY OF JACKSONVILLE SPEC 610.5, 3 MIN COVER.
 2. THURST BLOCK SHALL BE INSTALLED PER MAG STD, DTL 380 AND 381.
 3. ALL WATER LINE CONSTRUCTION AND TESTING SHALL BE IN ACCORDANCE WITH THE CITY OF JACKSONVILLE SPEC 610.5, 3 MIN COVER.
 4. PAVEMENT REPLACEMENT SHALL BE PER MAG STD, SPEC 305.

REVISIONS:

1	
2	
3	

PLAN NAME

WASZ BUCKEYE
PARK AND RIDE EXPANSION
WATER LINE PLAN

ENGINEER INFORMATION

J2
J2 Engineering & Environmental Design
12200 N. US Highway 1, Suite 82
Jacksonville, Florida 32210
Phone: 904.451.1220
Fax: 904.451.1221
Web: www.j2eng.com

COB PERMITTING

COB ENGINEERING
APPROVED SEAL

DESIGN SEAL	SUBMITTAL
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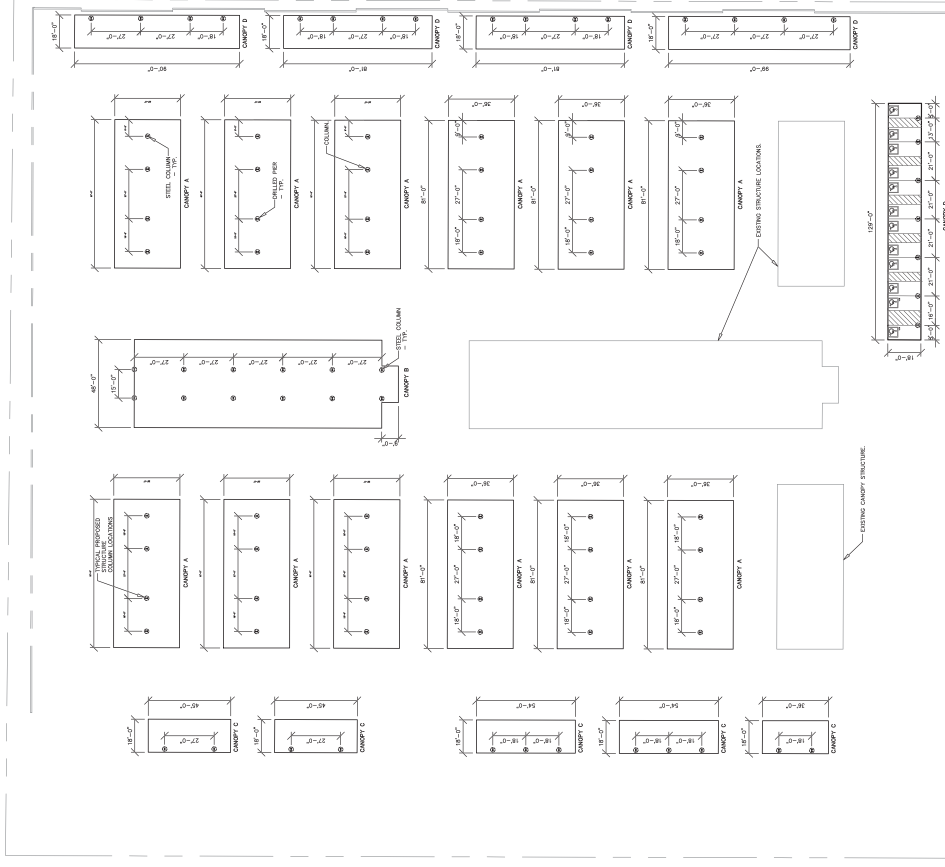


SCALE 1"=20'



COB PERMIT #	ENGCP-20-10027
COB PLAN TRACKING #	
ORIGINAL PLAN DATE	02/10/2021
LATEST REVISION DATE	02/10/2021
PROJECT NUMBER	11 OF 34
DRAWING NUMBER	WL-201

NOTES



FOR ADDITIONAL INFORMATION, SEE SHEET 13. SEE GENERAL STRUCTURAL NOTES ON SHEET 13 AND TYPICAL SECTION SHEETS. THESE DRAWINGS/CALCULATIONS ARE CONSIDERED SUPPLEMENTARY TO THE MAIN DRAWING. THE DESIGNER'S SEAL IS REQUIRED FOR ALL SHEETS. RECORDS SEAL IS PRINTED WITHIN DRAWING.

PROJECT NUMBER: 20-0040
PROJECT ENGINEER: AND PROJECT MANAGER: TRM
PROJECT DRAFTER: ATG

CARUSO - TURLEY-SCOTT, INC.
consulting structural engineers
10000 E. Bay Street, Suite 100
Tampa, Florida 33626
(813) 776-1700 / (774) 770-7700
www.ctsi.com



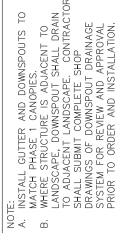
ENGINEER INFORMATION
J. S. Engineering & Environmental Design, Inc.
10000 E. Bay Street, Suite 100
Tampa, Florida 33626
Phone: (813) 776-1700
Fax: (813) 776-1701
Web: www.jsedesign.com

COB PERMITTING
APPROVED SEAL

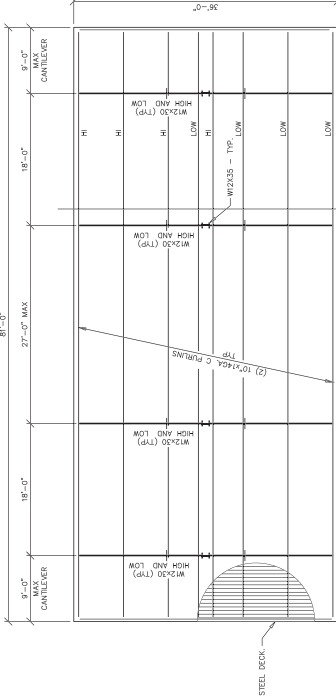
STRUCTURAL SITE PLAN
ALL
CANOPIES

REVISIONS:
1.
2.
3.

COB PERMIT #	PLZSP-20-00019
COB PLAN TRACKING #	
ORIGINAL PLAN DATE	9-14-2020
LATEST REVISION DATE	9-14-2020
PROJECT NUMBER	20-0040
SHEET NUMBER	13 OF 34
ST-201	



AUTOMOBILE SHADE STRUCTURE-DUAL SIDED




ROOF FRAMING PLAN
 SCALE: 1/8" = 1'-0"
 CANOPY A

FOR ADDITIONAL INFORMATION, SHOWN BUT NOT NOTED, SEE GENERAL
 STRUCTURAL NOTES ON SHEET 31 AND TYPICAL DETAIL SHEETS.
 THESE DRAWINGS/CALCULATIONS ARE CONSIDERED PRELIMINARY. NOT FOR
 CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL
 RECORD'S SEAL IS AFFIXED WITH WRITTEN SIGNATURE.
 PROJECT NUMBER 20-0040 PROJECT MANAGER TRM
 PROJECT ENGINEER JND PROJECT DRAFTER ATG
CARUSO • TURLEY • SCOTT • INC
 consulting structural engineers
 1215 West Rio Salado Parkway, Suite 200
 Tempe, Arizona 85281 (480) 774-1100 (701) 701 FAX

	ORIGINAL PLAN DATE	LATEST REVISION DATE		
		9-14-2020		
	PROJECT NUMBER	SHEET NUMBER		
		15 OF 34		
		ST-302		

NOTES

REVISIONS	
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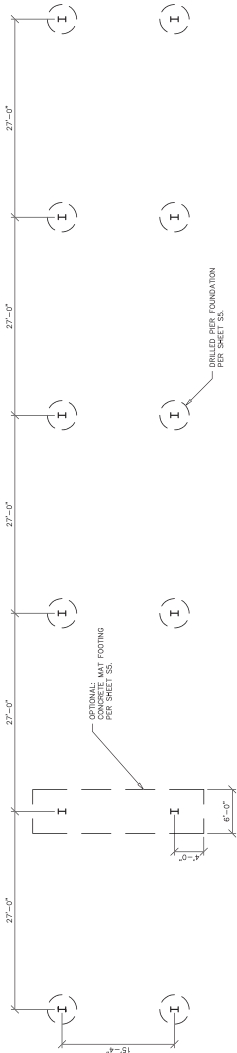
CANOPY A
SECTION &
PLAN

J2 Engineering & Environmental Design
4649 East Cotton Glen Loop, Suite B2
Phoenix, Arizona 85040
Phone: 602-438-2221
Web: www.j2design.us

DESIGN TEAM	DESIGN TEAM
-------------	-------------

DESIGN TEAM	DESIGN TEAM

NOTES



FOUNDATION PLAN - CANOPY B
CANOPY A
SCALE: 1/8" = 1'-0"

REVISIONS:
A
A
A

PLAN NAME
CANOPY B
FOUNDATION
PLAN

ENGINEER INFORMATION
JLZ Engineering & Environmental Design
1401 West 10th Street, Suite 202
Phoenix, Arizona 85009
Phone: 602-433-2221
Fax: 602-433-2222
Web: www.jlzedesign.com

COB PERMITTING
APPROVED SEAL



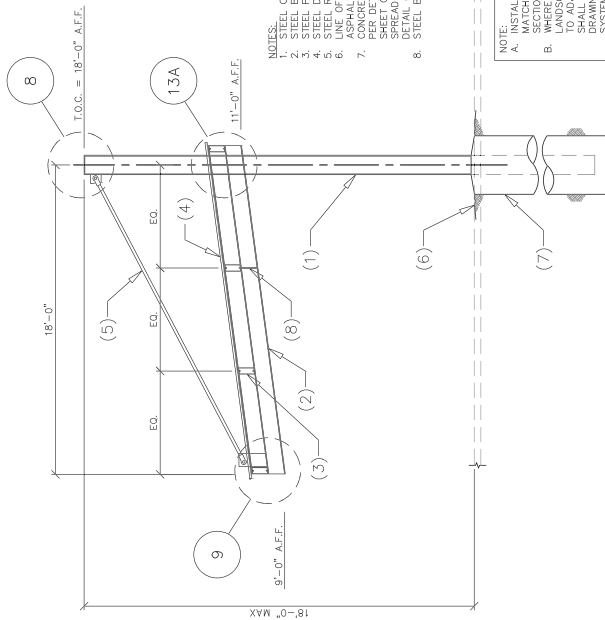
DESIGN SEAL

SUBMITTAL

FOR ADDITIONAL INFORMATION, SEE SHEET 31 AND TYPICAL SECTION SHEETS.
THESE DRAWINGS/CALCULATIONS ARE CONSIDERED SUPPLEMENTARY TO THE MAIN DRAWING.
RECORDS SHALL BE MAINTAINED BY THE ENGINEER OF RECORD.
PROJECT NUMBER: 20-0040 PROJECT MANAGER: JLM
PROJECT ENGINEER: JLM PROJECT DRAFTER: JLM
PROJECT CHECKER: JLM
CARUSO-TURLEY-SCOTT, INC.
consulting structural engineers
1401 West 10th Street, Suite 202
Phoenix, Arizona 85009
Phone: 602-433-2221
Fax: 602-433-2222
Web: www.ctsi.com

COB PLAN TRACKING #
PLZSP-20-00019
ORIGINAL PLAN DATE: 9-14-2020
LATEST REVISION DATE: 9-14-2020
PROJECT NUMBER: 20-0040
SHEET NUMBER: 17 OF 34
ST-304

NOTES

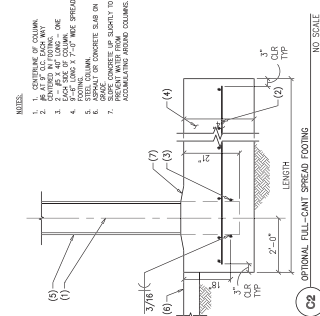


- NOTES:
1. STEEL COLUMN.
 2. STEEL BEAM.
 3. STEEL PURLINS.
 4. STEEL DECK.
 5. STEEL ROOF.
 6. LINE OF CONCRETE OR ASPHALT.
 7. CONCRETE CAISSON.
 8. STEEL BEAM BRACING.

NOTE: INSTALL GUTTER AND DOWNSPOUTS TO MATCH PHASE 1 CANOPIES. SIMILAR TO SECTION A.

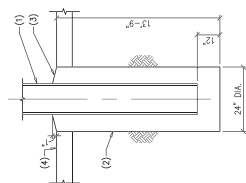
B. WHERE STRUCTURE IS ADJACENT TO ADJACENT LANDSCAPE, CONTRACTOR SHALL SUBMIT COMPLETE SHOP DRAWINGS OF DOWNSPOUT DRAINAGE SYSTEM FOR REVIEW AND APPROVAL PRIOR TO ORDER AND INSTALLATION.

D AUTOMOBILE SHADE STRUCTURE-SINGLE SIDED CANOPY D



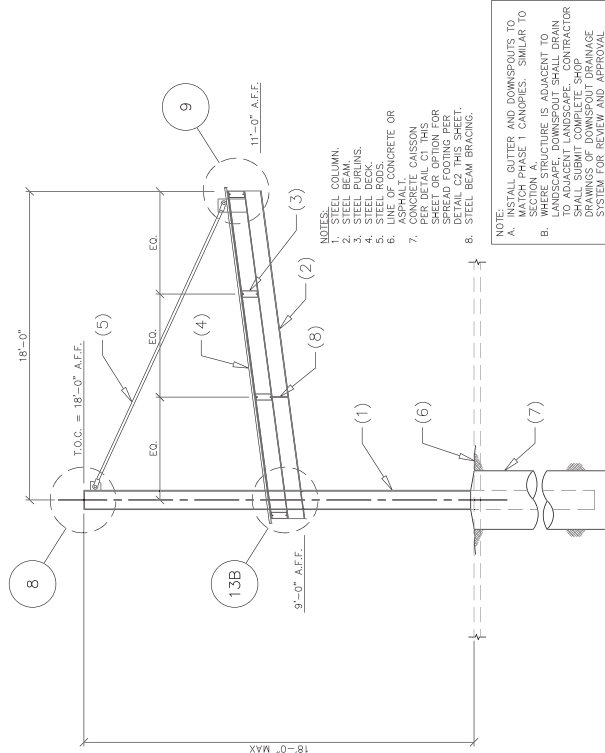
- NOTES:
1. CENTERLINE OF COLUMN.
 2. CENTERLINE OF COLUMN.
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 6. CENTERLINE OF COLUMN.
 7. CENTERLINE OF COLUMN.
 8. CENTERLINE OF COLUMN.

OPTIONAL FULL-CANT SPREAD FOOTING



- NOTES:
1. STEEL COLUMN.
 2. STEEL BEAM.
 3. STEEL PURLINS.
 4. STEEL DECK.
 5. STEEL ROOF.
 6. LINE OF CONCRETE OR ASPHALT ON GRADE.

CAISSON FOOTING

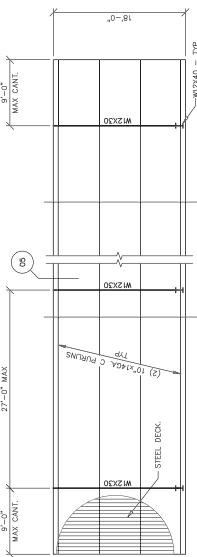


- NOTES:
1. STEEL COLUMN.
 2. STEEL BEAM.
 3. STEEL PURLINS.
 4. STEEL DECK.
 5. STEEL ROOF.
 6. LINE OF CONCRETE OR ASPHALT.
 7. CONCRETE CAISSON.
 8. STEEL BEAM BRACING.

NOTE: INSTALL GUTTER AND DOWNSPOUTS TO MATCH PHASE 1 CANOPIES. SIMILAR TO SECTION A.

B. WHERE STRUCTURE IS ADJACENT TO ADJACENT LANDSCAPE, CONTRACTOR SHALL SUBMIT COMPLETE SHOP DRAWINGS OF DOWNSPOUT DRAINAGE SYSTEM FOR REVIEW AND APPROVAL PRIOR TO ORDER AND INSTALLATION.

C AUTOMOBILE SHADE STRUCTURE-SINGLE SIDED CANOPY C



ROOF FRAMING PLAN
CANOPIES C AND D
SCALE: 1/8" = 1'-0"

FOR ADDITIONAL INFORMATION, SEE SHEET 18 OF 34. SEE GENERAL STRUCTURAL NOTES ON SHEET 31 AND TYPICAL DETAIL SHEETS.

THESE DRAWINGS/CALCULATIONS ARE CONSIDERED ESTIMATES ONLY. FOR RECORDS, ALL DIMENSIONS SHALL BE SHOWN WITHIN THE DRAWING.

PROJECT NUMBER: 20-0040 PROJECT MANAGER: ATG
PROJECT ENGINEER: JND PROJECT DRAFTER: JND
CONSULTING ENGINEERS: CARUSO-TURLEY-SCOTT, INC.
1800 N. GATEWAY AVENUE, SUITE 100
TEMPA, ALABAMA 35281 (404) 776-1100 (774-1701 FAX)
www.ctsi.com

REVISIONS:

1

2

3

4

5

CANOPIES C & D
SECTION &
PLAN

ENGINEER INFORMATION
J.S. Engineering & Environmental Design
1800 N. GATEWAY AVENUE, SUITE 100
TEMPA, ALABAMA 35281
PHONE: (404) 776-1100
FAX: (774) 1701
WWW: www.ctsi.com

COB PERMITTING
APPROVED SEAL

DESIGN SEAL

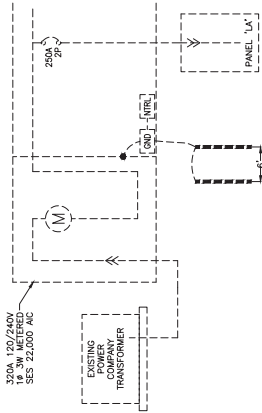
AS-BUILT SEAL

DESIGN SEAL

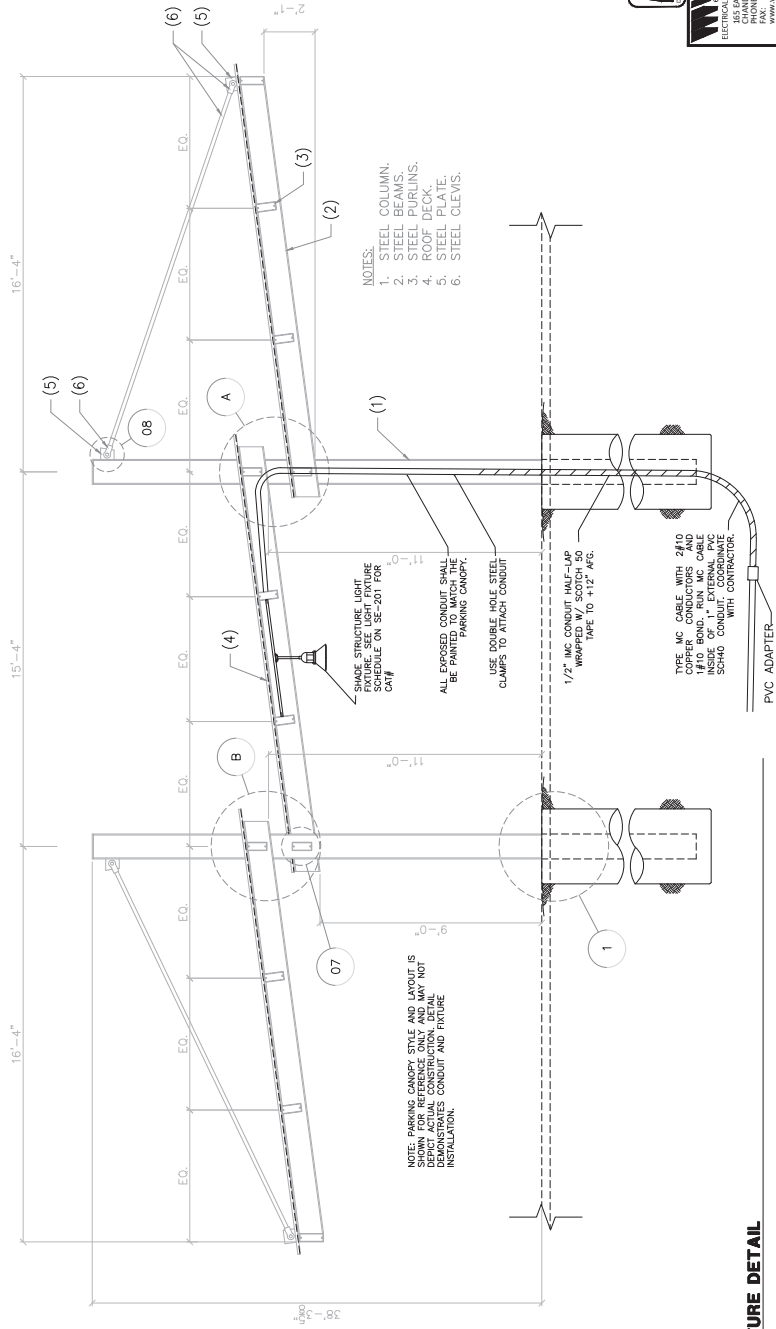
COB PLAN TRACKING #
PLZSP-20-00019
ORIGINAL PLAN DATE: 9-14-2020
LATEST REVISION DATE: 9-14-2020
PROJECT NUMBER: 20-0040
SHEET NUMBER: 18 OF 34
ST-305

NOTES

PANEL NAME: LA				120/240V, 1ø, 3ø				400A MAIN LUGS ONLY			
LOCATION: SEE SITE PLAN				TYPE: PLUG-IN				PEDESTAL MTD., NEMA 3R			
QCT	BR	DESCRIPTION	LOAD	Aø	Bø	LOAD	DESCRIPTION	QCT	BR	DESCRIPTION	LOAD
1	20/	CANOPY "A", SLD LITS	1281	1881		600	SECURITY OFFICE LIGHTS	20/1	2		
3	7/2	CANOPY "A", RPTS	800	1400	1881	600	SECURITY OFFICE LIGHTS	20/1	4		
5	20/1	CANOPY "A", RPTS	1638	2238		600	SECURITY OFFICE LIGHTS	20/1	6		
7	30/	CANOPY "B", LITS	1638	2238		600	SECURITY OFFICE LIGHTS	20/1	8		
9	7/2	CANOPY "B", RPTS	800	1400	1881	600	SECURITY OFFICE LIGHTS	20/1	10		
11	20/1	CANOPY "B", RPTS	1638	2238		600	SECURITY OFFICE LIGHTS	20/1	12		
13	50/	PARKING "EAST" (DO)	4865	7521		2558		30/1	14		
15	7/2	PARKING "EAST" RPTS	400	620	7521	2558		30/1	16		
17	20/1	PARKING "EAST" RPTS	400	620	9165	4200		30/1	18		
19	30/	PARKING "EAST" RPTS	400	620	9165	4200		30/1	20		
21	7/2	PARKING "EAST" (DO)	4865	7521		2558		30/1	22		
23	20/1	PARKING "EAST" RPTS	400	620	5465	4200		30/1	24		
25	30/	PARKING "EAST" RPTS	400	620	3190	800	INT. SECURITY SIGNS LITS	20/1	26		
27	7/2	PARKING "EAST" RPTS	400	620	3890	1500	DRPP OFF AREA LITS	20/1	28		
29	30/	PARKING "EAST" RPTS	400	620	3575	1500	DRPP OFF AREA LITS	20/1	30		
31	7/2	PARKING "EAST" RPTS	400	620	4175	2100	WH#1 WATER HEATER	25/	32		
33	40/	PARKING "EAST" RPTS	3014	3414	2400			7/2	34		
35	7/2	PARKING "EAST" RPTS	3014	3414	3014	0	FIRE ALARM BELL	20/1	36		
37	30/	PARKING "EAST" RPTS	2074	2074	2074	0	LOFTING CONTROL PANEL	20/1	38		
39	7/2	PARKING "EAST" RPTS	2074	2074	2074	0	SIGN	20/1	40		
41	20/1	BUSSED SPACE	0	0	0	0	BUSSED SPACE	20/1	42		
CODE TOTAL W/A				33578				36158			
CODE TOTAL W/A				279.8				301.3			
BOLD TEXT SHOWS NEW LOAD, GREY OR DASH SHOWS EXISTING											
NEW BREAKERS TO MATCH TYPE AND IAC OF EXISTING											
*INDICATES LOAD @ 125%											
22,000 AAC BREAKERS											



4A EX. SINGLE LINE DIAGRAM
120/240V 1ø 3ø
NO SCALE
GRAY OR DASH INDICATES EXISTING, BOLD INDICATES PROPOSED



2 SHADE STRUCTURE DETAIL
NO SCALE

ELECTRICAL DETAILS

ENGINEER INFORMATION		SUBMITTAL	
J2 Engineering & Environmental Design 12200 N. 19th Avenue, Suite B2 Phoenix, Arizona 85040 Phone: 480.497.5877 Fax: 480.497.5877 www.j2eng.com		CDB PERMITTING APPROVED SEAL	
CDB ENGINEERING APPROVED SEAL		DESIGN SEAL	
95% REVIEW		AS-BUILT SEAL	

CDB PLAN TRACKING #		CDB PERMIT #	
LATEST REVISION DATE		LATEST REVISION DATE	
SHEET NUMBER		SHEET NUMBER	
PROJECT NUMBER		PROJECT NUMBER	
DRAWING NUMBER		DRAWING NUMBER	



WRIGHT
ENGINEERING CORPORATION
12200 N. 19th Avenue, Suite B2
Phoenix, Arizona 85040
PHONE: 480.497.5877
FAX: 480.497.5877
www.wrighteng.com
Wright Project # 20012

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN

165 EAST CHILTON DRIVE
CHANDLER, ARIZONA 85225
PHONE: 480.497.5829
FAX: 480.497.5807
www.wrightengineer.us

Wright Project # 20012

EXHIBIT E
PAYMENT & PERFORMANCE BONDS

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, Arizona Revised Statutes, and all liabilities on this bond shall be
determined in accordance with the provisions of title 34, chapter 2, article 2, Arizona
Revised Statutes, 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:

By: _____

Address: _____

(SEAL)

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.*

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, Arizona Revised Statutes, and all liabilities on this bond shall be determined in
accordance with the provisions, conditions and limitations of title 34, chapter 2, article 2, Arizona
Revised Statutes, 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.*

EXHIBIT F
FEDERAL TRANSIT ADMINISTRATION (FTA)
CLAUSES AND CERTIFICATIONS

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Contractor shall comply with the following FTA requirements.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The AGENCY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this 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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the 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 the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

A. Record Retention

The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

B. Retention Period

The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

C. Access to Records

The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

D. Access to the Sites of Performance

The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the City of Phoenix and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

CIVIL RIGHTS LAWS AND REGULATIONS

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 Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

A. Nondiscrimination

In accordance with 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, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Race, Color, Religion, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. Age

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, 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 FTA may issue.

D. Disabilities

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

INCORPORATION OF FTA TERMS

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the

preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and 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 the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the AGENCY that would cause the AGENCY to be in violation of the FTA terms and conditions.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

FREE SPEECH AND RELIGIOUS LIBERTY

All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

FEDERAL TERMINATION RIGHTS

The termination rights under this Agreement are in addition to, and in no way limit, the Federal Government's right to terminate as described in 2 CFR § 200.340.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This requirement does not apply to contracts and subcontracts under \$25,000.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. 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 any 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 AGENCY. If it is later determined by the AGENCY that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is

valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

TERMINATION

Subrecipients must include provisions in their contracts and subcontracts that allows for termination for cause and for convenience by the subrecipient, including the manner by which it will be effected and the basis for settlement. See Appendix II(B) to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and FTA Circular 4220.1F, Chapter IV, paragraph 2.b.(6)(b)4 – Termination.

VIOLATION AND BREACH OF CONTRACT

These requirements are not applicable to contracts and subcontracts under the simplified acquisition threshold (currently set at \$250,000).

Unless otherwise provided for by the AGENCY, the following provisions shall apply:

Dispute Resolution: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of AGENCY. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of AGENCY shall be binding upon Contractor, and Contractor shall abide by the decision.

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

Rights and Remedies: 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 AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under this 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 upon in writing.

LOBBYING RESTRICTIONS (Include certification form)

These requirements do not apply to contracts and subcontracts under \$100,000.

Byrd Anti-Lobbying Amendment, 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.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification 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.

CARGO PREFERENCE REQUIREMENTS

These requirements apply to all contracts involving equipment, material, or commodities that may be transported by ocean vessels.

Cargo Preference - Use of United States-Flag Vessels

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, "on-board" 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.

FLY AMERICA

These requirements apply to contracts and subcontracts involving the transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation.

Fly America Requirements

- A. *Definitions.* As used in this clause--
 - "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - "United States" means the 50 States, the District of Columbia, and outlying areas.
 - "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly

America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- C. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- D. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. - Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

- E. The Contractor shall include the substance of this clause, including this paragraph (E), in each subcontract or purchase under this contract that may involve international air transportation.

EMPLOYEE PROTECTIONS

Prevailing Wage and Anti-Kickback

These requirements apply to all prime construction, alteration, or repair contracts in excess of \$2,000.

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 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 Contractor is 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 or she is otherwise entitled.

Contract Work Hours and Safety Standards

These requirements apply to all contracts involving construction in excess of \$100,000 that involve the employment of mechanics or laborers.

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the 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 this clause 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 this clause.

The FTA 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 this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

These requirements apply to all contracts (not involving construction) in excess of \$100,000 that involve the employment of mechanics or laborers.

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards

Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

SEISMIC SAFETY

These requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 CFR part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

VETERANS EMPLOYMENT

These requirements apply only to capital projects (see 49 USC Section 5302, Subsection 3).

Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would 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.

BONDING

These requirements are applicable to all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000). See FTA Circular C 4220.1F for specific bonding requirements.

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the recipient if FTA has determined that the Federal

interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Public Transportation Employee Protective Arrangements

These requirements apply only to contracts for transit operations performed by employees of contractors and subcontractors recognized by FTA to be a transit operator.

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- A. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- B. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- C. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

CHARTER SERVICE

These requirements apply to contracts for operating public transportation service.

The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- Federal transit laws, specifically 49 U.S.C. § 5323(d);
- FTA regulations, “Charter Service,” 49 CFR part 604;
- Any other federal Charter Service regulations; or
- Federal guidance, except as FTA determines otherwise in writing.

The Contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
- Any other appropriate remedy that may apply.

The Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

SCHOOL BUS OPERATIONS

These requirements apply to contracts for operating public transportation service.

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 CFR part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- Federal transit laws, specifically 49 U.S.C. § 5323(f);
- FTA regulations, “School Bus Operations,” 49 CFR part 605;
- Any other Federal School Bus regulations; or
- Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- Bar the Contractor from receiving Federal assistance for public transportation; or
- Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

SAFE OPERATIONS OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote 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. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving

The Contractor 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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Definitions.

As used in this clause:

"Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

Executive Order

This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

Contractor is encouraged to:

- A. Adopt and enforce policies that ban text messaging while driving:
 - 1. Company-owned or rented vehicles or Government-owned vehicles; or
 - 2. Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- B. Conduct initiatives in a manner commensurate with the size of the business, such as:
 - 1. Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Subcontracts

Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

SUBSTANCE ABUSE REQUIREMENTS

These requirements apply to contracts with contractors who perform safety-sensitive functions, as defined in 49 CFR Part 655.4, "Definitions."

Contractor shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655), produce any documentation necessary to establish its compliance with parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or the City of Phoenix, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and 49 CFR part 40 and review the testing process. Contractor shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Contractor agrees further to certify annually its compliance with parts 655 and 40 and to submit the Drug and Alcohol Management Information System (DAMIS) reports before March 15 to Transit Compliance Officer, City of Phoenix Public Transit Department, 302 N. 1st Avenue, Phoenix, AZ 85003. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

BUY AMERICA *(Include certification form)*

These requirements apply to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR 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 CFR § 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11.

Contractor must submit to AGENCY the appropriate Buy America certification below with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

ROLLING STOCK LIMITATIONS

These requirements apply to contracts for the purchase of rolling stock.

Contractor and its subcontractors must comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use.

BUS TESTING

These requirements apply to contracts for the purchase or lease of any bus model that is new or has any major change in configuration or components to be acquired or leased.

Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the grantee.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

These requirements apply to contracts for the purchase of revenue service rolling stock.

Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR part 663. The Contractor shall comply with the Buy America certification(s) submitted with its offer. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

These requirements do not apply to contracts and subcontracts under \$150,000.

The Contractor agrees:

- A. It will not use any violating facilities;
- B. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- C. It will report violations of use of prohibited facilities to FTA; and
- D. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

ENERGY CONSERVATION

Contractor agrees to comply with 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.

RECYCLED PRODUCTS

These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of \$10,000. See 40 C.F.R part 247 for federal designation of items.

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 CFR part 247.

PATENT RIGHTS AND RIGHTS IN DATA

These requirements apply to contracts for the performance of experimental, developmental, or research work.

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- A. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
 1. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 2. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- B. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the

subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

- C. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- D. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- E. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- F. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

COMPLIANCE WITH NATIONAL ITS ARCHITECTURE POLICY

These requirements apply only to contracts for National Intelligent Transportation System projects.

Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

NATIONAL TRANSIT DATABASE (NTD) REPORTING

As a condition of benefitting from federal assistance for public transportation operations, contractor and its subcontractors must:

- A. Facilitate compliance with 49 U.S.C. § 5334(a), which authorizes the National Transit Database (NTD);
- B. Conform to the NTD reporting system and the Uniform System of Accounts and Records;
- C. Comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630;
- D. Report information relating to, and the condition of, its public transportation assets, as provided in FTA regulations, "Transit Asset Management; National Transit Database," 49 CFR Parts 625 and 630;

- E. Comply with any other applicable reporting regulation and requirements; and
- F. Follow FTA guidance.

TRAFFICKING IN PERSONS

Contractor and its subcontractors or their employees shall not:

- A. Engage in severe forms of trafficking in persons during the Contract Term;
- B. Procure a commercial sex act during the Contract Term; or
- C. Use forced labor in the performance of the Contract.

Contractor shall inform AGENCY immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. AGENCY may terminate this Agreement for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the AGENCY.

CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC) ORDER ON REQUIREMENTS FOR PERSONS TO WEAR MASKS WHILE ON CONVEYANCES AND AT TRANSPORTATION HUBS

The Contractor agrees that it will comply, and will require all subcontractors to comply, with the CDC Mask Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs ("CDC Mask Order").

The Contractor agrees that FTA may take enforcement action for non-compliance with the CDC Mask Order, including:

- A. Enforcement actions authorized by 49 U.S.C. § 5329(g);
- B. Referring the Recipient to the CDC or other Federal authority for enforcement action;
- C. Enforcement actions authorized by 2 CFR §§ 200.339 – .340; and
- D. Any other enforcement action authorized by federal law or regulation.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(DBE requirements to be provided by PTD Compliance Section)

FTA CERTIFICATIONS

**EACH CERTIFICATION PROVIDES
INSTRUCTION DESCRIBING WHEN
THE CERTIFICATION IS APPLICABLE**

**INAPPLICABLE FTA CERTIFICATIONS
MAY BE LEFT BLANK**

DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under \$25,000. Offers that are not accompanied by a completed, applicable certification will be rejected as nonresponsive.

- ☐ The Proposer certifies, to the best of its knowledge and belief, that the Proposer and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
 2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
 4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

OR

- ☐ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

BUY AMERICA CERTIFICATION

This certification applies to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.

If this Offer is valued in excess of \$150,000 and **involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5)**, the Proposer hereby certifies that it:

- ☐ Will comply with the requirements of 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

OR

- ☐ Cannot comply the requirements of 49 USC § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 USC § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$150,000 and **involves the procurement of buses or other rolling stock (including associated equipment)**, the Proposer hereby certifies that it:

- ☐ Will comply with the requirements of 49 USC § 5323(j) and the applicable regulations of 49 CFR § 661.11;

OR

- ☐ Cannot comply with the requirements of 49 § USC 5323(j) (and 49 CFR § 661.11), but may qualify for an exception to the requirements consistent with 49 USC § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

LOBBYING CERTIFICATION

This certification does not apply to contracts and subcontracts under \$100,000. Offers that are not accompanied by a completed, applicable certification will be rejected as nonresponsive.

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, 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 Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors 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.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Per paragraph 2 above, complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," if applicable.

CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT

This certification applies to contracts for the purchase or lease of any bus model that is new or has any major change in configuration or components to be acquired or leased. Offers that are not accompanied by a completed, applicable certification will be rejected as nonresponsive.

The Proposer certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

The Proposer understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the Proposer understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

**TRANSIT VEHICLE MANUFACTURER DISADVANTAGED BUSINESS ENTERPRISE
CERTIFICATION**

This certificate applies to contracts for the purchase of rolling stock.

The Contractor, a Transit Vehicle Manufacturer, hereby certifies that it has complied with the requirements of 49 CFR § 26.49 by submitting an annual DBE goal to the Federal Transit Administration (FTA). The goal has either been **approved** or **is pending approval** by FTA.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

This certificate applies to contracts for the purchase of rolling stock.

The Proposer, if awarded the Contract, shall submit: (1) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or (2) the manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

TAX LIABILITY CERTIFICATION

This certificate applies to all contracts.

The Proposer, certifies that:

- (a) it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) it has not been convicted of a felony criminal violation under any federal law within the preceding 24 months.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

This certificate applies to all contracts.

(DBE certification to be provided by PTD Compliance Section)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT G
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)
CONTRACT CLAUSE AND FORMS

**DBE – Low Bid/Design Bid Build (DBB) Contract Clause
Race & Gender-Neutral – Non-Negotiated**

Phoenix is one of the fastest growing, multicultural cities in the country and has shown a historical commitment to business diversity. The City and its partners strive to advance the economic growth of small businesses through its Disadvantaged Business Enterprise (DBE) Program.

The City of Phoenix DBE Program is managed and administered by the City's Equal Opportunity Department, Contract Compliance Division. Through a coordinated effort among several city departments and partner agencies, the DBE Program provides certification and opportunities in construction, purchasing, management and technical assistance, educational services, and networking.

SECTION I. DEFINITIONS

Agency means the City of Phoenix for purposes of this Contract.

Arizona Unified Certification Program (AZUCP) means a consortium of government agencies organized to provide reciprocal DBE certification within Arizona pursuant to 49 Code of Federal Regulations (CFR) Part 26. The official DBE database containing eligible DBE firms certified by AZUCP can be accessed at: <https://utracs.azdot.gov>. The certification system is called the Arizona Unified Transportation Registration and Certification System (AZ UTRACS).

Business to Government Now (B2G) means the web based certification and compliance system used to track and monitor DBE and Small Business Participation. The B2G system can be accessed at: <https://phoenix.diversitycompliance.com>

Contract means a legally binding relationship obligating a seller to furnish supplies or services (including construction and professional services) and the buyer to pay for them.

DBE Compliance Specialist means an Agency employee responsible for compliance with this DBE Contract Clause.

EOD means the City of Phoenix Equal Opportunity Department.

Joint Venture (JV) means an association between two or more persons, partnerships, corporations, or any combination thereof, formed to carry on a single business activity. The JV is limited in scope and duration to this Contract. The resources, asset, and labor of the participants must be combined in an effort to accrue profit.

Outreach Efforts means the diligent and good faith efforts demonstrated by a Bidder to solicit participation from interested and qualified DBEs and other Small Businesses. Bidder shall identify and document potential business opportunities for DBEs and other Small Businesses, describe what efforts were undertaken to solicit DBE and Small Business participation, disclose results of negotiations with Small Businesses, and communicate and record Bidder's selection decisions relating to DBE and Small Business participants.

Disadvantaged Business Enterprise (DBE) means a Small Business Concern that has successfully completed the DBE certification process and has been granted DBE status by an AZUCP member pursuant to the criteria contained in 49 CFR Part 26.

Commercially Useful Function means that a DBE is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% 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 DBE is presumed not to be performing a Commercially Useful Function.

Goods and Services Providers are firms that provide goods and services that represent a Commercially Useful Function directly to Transit as a DBE or Small Business.

Manufacturer means a firm that owns; operates or maintains a factory or establishment that produces on the premises the components, materials, or supplies obtained by the recipient, successful bidder, or Transit Vehicle Manufacturer.

Regular dealer/broker is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or released to the public in the usual course of business.

Supplier means a firm that engages in, as its principal business, the purchase and sale of material or supplies required for the performance of a contract. The firm must own, operate, and maintain a store, warehouse or other establishment where the supplies are bought, kept in stock, and regularly sold to the public in the usual course of business.

Small Business Concern (SBC) means, with respect to firms seeking to participate in contracts funded by the U.S. Department of Transportation (US DOT), a Small Business Concern as defined in section 3 of the Small Business Act and Small Business Administration regulations implementing the Act (13 CFR part 121), which Small Business Concern does not exceed the cap on average annual gross receipts specified in 49 CFR § 26.65(b). “Small Business” and “Small Business Concern” are used interchangeably in this DBE Contract Clause.

Small Business Enterprise (SBE) means a small business that has been determined to meet the requirements for SBE certification with the City of Phoenix and whose certification is in force at the time of the award of business by the City. A directory of currently certified SBE firms is located at <https://phoenix.diversitycompliance.com>.

Race- and Gender-Neutral (RGN) Measures means a measure or program that is, or can be used to assist all Small Businesses.

Subcontract means a contract at any tier below the prime contract, including a purchase order.

Subcontractor means an individual, partnership, JV, corporation or firm that holds a contract at any tier below the prime contract, including a vendor under a purchase order.

Submitter means an individual, partnership, JV, contractor, corporation, or firm that tenders a submittal to the Agency to perform services requested by a solicitation or procurement. The submittal may be direct or through an authorized representative. (Submitter is inclusive of the terms: *Bidder, Offeror, Proposer, Respondent*, etc.)

Responsive Submitter means a firm that has met the minimum program requirements as outlined in the solicitation and due at the time of submittal.

Successful Submitter means a firm that has been awarded the contract by the Agency to perform services or furnish supplies requested by a solicitation or procurement.

Responsible Submitter means a firm that has been selected to continue in the procurement process by the Agency.

Transit Vehicle Manufacturers (TVMs) means any manufacturer whose primary business purpose is to manufacture vehicles specifically built for public mass transportation. Such vehicles include, but are not limited to: buses, rail cars, trolleys, ferries, and vehicles manufactured specifically for paratransit purposes. Producers of vehicles that receive post-production alterations or retrofitting to be used for public transportation purposes (e.g., so-called cutaway vehicles, vans customized for service to people with disabilities) are also considered transit vehicle manufacturers. Businesses that manufacture, mass-produce, or distribute vehicles solely for personal use and for sale “off the lot” are not considered transit vehicle manufacturers.

Transit Vehicle Manufacturers Goals for FTA recipients each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of 49 CFR Part 26.49.

SECTION II. GENERAL REQUIREMENTS

A. Applicable Federal Regulations

This Contract is subject to DBE requirements issued by USDOT in 49 CFR Part 26. Despite the lack of a race- and gender-conscious DBE participation goal for this Contract, the Agency must track and report DBE participation that occurs as a result of any procurement, JV, goods/services, or other arrangement involving a DBE. For this reason, the Successful Bidder shall provide all relevant information to enable the required reporting.

B. DBE Participation

For this solicitation, the Agency has *not* established a race- or gender-conscious DBE participation goal. The Agency extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Agency uses race- and gender-neutral measures to facilitate participation by DBEs and Small Businesses. The Agency *encourages* each Bidder to voluntarily subcontract with DBEs and Small Businesses to perform part of the work—a Commercially Useful Function—that Bidder might otherwise perform with its own forces.

C. Small Business Participation

The Agency will track the participation of all approved businesses throughout the life of this contract. The Agency will count Small Business participation as authorized by federal regulations. A summary of these regulations can be found at www.ecfr.gov (49 CFR Part 26.39).

D. DBE Certification

Only firms (1) certified by the Agency or another AZUCP member, and (2) contracted to perform a Commercially Useful Function on scopes of work for which they are certified, may be considered to determine DBE participation resulting from RGN measures on this Contract. This DBE determination affects the Agency's tracking and reporting obligations to USDOT.

E. Civil Rights Assurances. As a recipient of USDOT funding, the Agency has agreed to abide by the assurances found in 49 CFR Parts 21 and 26. Each Contract signed by the Agency and the Successful Bidder, and each Subcontract signed by the Successful Bidder and a Subcontractor, must include the following assurance *verbatim*:

"The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, sex, or creed in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Parts 21 and 26 in the award and administration of USDOT-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 City of Phoenix deems appropriate."

Note: For purposes of the required Contract and Subcontract language above, Successful Bidder is the "contractor" awarded the contract.

SECTION III. REQUIRED OUTREACH EFFORTS

The Agency has implemented outreach requirements for this Contract. Specifically, Bidders shall: (1) identify small-business-participation opportunities, including Commercially Useful Functions; (2) actively solicit proposals from small businesses; (3) evaluate small-business proposals; and (4) communicate selection decisions to small businesses, including each rejection of a small-business proposal. If a Bidder fails to conduct these Outreach Efforts or fails to submit the required documentation of Bidder's Outreach Efforts as indicated in Section IV, Parts A and B below, the Agency may determine that the Bidder is nonresponsive. A determination of non-responsiveness *disqualifies* Bidder from further consideration for the Contract award.

SECTION IV. BID REQUIREMENTS

Documentation due with initial qualifications-based submittal.

A. Documentation due at time of bid:

All required Outreach Efforts documentation due with the bid must be submitted in the envelope with the bid submittal.

1. Form EO1 Statement of Outreach Commitment

Each Submitter shall sign, date and submit a completed Form EO1 - Statement of Outreach Commitment, with its initial qualifications-based submittal.

2. Failure to Submit Form EO1

Submittals that do not have this form completed and signed will be deemed nonresponsive. A nonresponsive submittal will be disqualified from further evaluation.

B. Documentation due within THREE (3) BUSINESS DAYS of the Bid Deadline

All required Outreach Efforts documentation is due within the three (3) business days of the bid deadline must be submitted in a sealed envelope or via email provided by contract staff.

1. Form EO2 (Outreach Efforts)

Each Bidder shall submit Form EO2 with Columns A through D completed to document their diligent and earnest Outreach Efforts.

Each Bidder shall list in Form EO2 all Small Businesses contacted by Bidder in preparing its bid. Each Bidder shall also provide the following minimum information to document its Outreach Efforts. The DBE Compliance Specialist will consider this information to determine whether Bidder has demonstrated the required Outreach Efforts:

a. Column A - Small Business Name and Contact Information

Must list each business's full legal name and contact information. Successful Bidder shall inquire to obtain the following: the number of its employees, number of years in business and its estimated range of annual gross receipts.

b. Column B - Business Status

Indicate the business status. Check all that apply, if known.

- The official DBE database containing eligible DBE and SBC firms can be accessed at: <https://utracs.azdot.gov>
- City of Phoenix SBE Certification Directory can be accessed at: <https://phoenix.diversitycompliance.com>

c. Column C - Scope(s) of Work Solicited

List the scope(s) of work solicited for which the small business was considered for participation in the proposal. The solicitation shall include a description of the scope(s) of work being requested.

d. Column D - Solicitation Method

Indicate the solicitation method by which each small business was contacted for your outreach efforts, and provide supporting documentation. Supporting documentation must include a copy of the actual solicitation sent to Small Businesses. The solicitation may be in the form of letters or attachments to email, phone logs, newspapers and trade papers, outreach events, etc. If using a log as supporting documentation, it must include:

- List the Solicitation Method

- Name of Bidder's Representative
- Name of Company Contacted
- Name of Person Contacted
- Date and Time of Contact
- Details of the Communication

Each Bidder shall complete Columns A through D on Form EO2 in accordance with the following instructions:

1. Each Bidder shall actively contact Small Businesses for each scope of work or business opportunity selected for Outreach Efforts (Columns A and C).
2. Bidder's contacts with Small Businesses should occur well before the deadline for the bid to afford the firms contacted a reasonable opportunity to prepare a proposal and participate in the Contract.
3. Bidder shall ask each firm to indicate the number of its employees (Column A).
4. For each Small Business's annual gross receipts, Bidder shall ask the firm to indicate the gross-receipts bracket into which it fits (e.g., less than \$500,000; \$500,000 – \$1 million; \$1 – 2 million; \$2 – 5 million; etc.) rather than requesting an exact figure (Column A).

2. Form EO2 (Outreach Efforts)

Each Bidder shall submit **Form EO2 with Columns E and F** completed to document its diligent, earnest Outreach Efforts.

a. Column E - Selection Decision

Indicate the Successful Bidders selection decision for each small business that responded to the solicitation.

If selected, indicate the Dollar Value.

If not selected, provide an explanation why firm was NOT selected.

b. Column F - Method of Communication of Final Selection Outcome

The Successful Bidder must notify the final selection outcome to all small businesses that responded. The supporting documentation for this notification may be in the form of a email, fax, letter, in person or a telephone log, etc. This documentation must show the following information regarding the final selection:

- List the Selection Outcome
- Name of Bidder's Representative
- Name of Company Contacted
- Name of Person Contacted
- Date and Time of Contact
- Details of the Communication

*Successful Bidder shall provide supporting documentation that shows Bidder has communicated its final selection decisions and outcomes to all Small Businesses, including those not chosen to participate in this Contract.

3. Form EO2 Supporting Documentation

Each Bidder shall complete and submit supporting documentation of its Outreach Efforts related to Form EO2 – as specifically related to Columns D & F.

- a. Within THREE (3) Business Days of the Bid Deadline, Bidder shall submit all supporting documentation of Bidder's contacts with Small Businesses for each scope of work or business opportunity in regards to their Outreach Efforts.

- b. This documentation must include: (1) descriptions of scopes of work and business opportunities identified for Small Business participation, and (2) a copy of the actual solicitation sent to interested Small Businesses. The solicitation may be in the form of a letter, attachment to an e-mail, advertisements in newspapers and trade papers, or written communications with chambers of commerce.
- c. For all of the above documentation, if Bidder uses a blast e-mail or fax format, the documentation submitted must include a copy of the e-mail or fax, and Bidder must disclose all e-mail addresses and fax numbers to which the solicitation or outcome notification was sent and the date and time of the transmission. For telephone contacts, Bidder shall document the date and time of the call and the names of the respective persons representing Bidder and the Small Business.
- d. Bidder shall submit documentation that establishes how Bidder communicated its selection decisions and outcomes to each Small Businesses **SELECTED OR NOT SELECTED** for this Contract. This documentation may be in the form of a letter, e-mail, or a telephone log and must show the name of the person contacted and date.
- e. For all of the above documentation, if Bidder uses an email blast or fax format, the documentation submitted must include a copy of the e-mail or fax, and Bidder must disclose all e-mail addresses and fax numbers to which the solicitation or outcome notification was sent and the date and time of the transmission. For telephone contacts, Bidder shall document the date and time of the call and the names of the respective persons representing Bidder and the Small Business.

4. Form EO3 (Small Business Utilization Commitment)

Due within THREE (3) BUSINESS DAYS of the Bid Deadline. Bidder shall complete, sign, date and submit Form EO3 within the three (3) business days of the bid deadline, EO3 commits Bidder to the Agency as follows:

- a. The firms indicated as "Selected" on Form EO2 – Small Business Outreach Efforts will participate in the Contract;
- b. Bidder will comply with the Race- and Gender-Neutral post-award requirements as stated in the DBE contract clause;
- c. Any and all changes or substitutions will be authorized by the Compliance Specialist before implementation; and
- d. The proposed total Small Business participation percentage is true and correct.

Bidder shall ensure that the dollar amount or percentages proposed for Small Business participation on Form EO2 equal the total percentage proposed in Form EO3.

C. Failure to Meet Outreach Requirements

The DBE Compliance Specialist will determine, in writing, whether the Bidder has satisfied all outreach requirements. If the DBE Compliance Specialist determines the Bidder failed to satisfy the outreach requirements, then the DBE Compliance Specialist may determine the bid is nonresponsive. A determination of non-responsiveness *disqualifies* Bidder from further consideration for the Contract award. The Agency shall send written notice to Bidder stating the basis for the DBE Compliance Specialist's decision.

D. Administrative Reconsideration

In the event the City determines the Bidder failed to submit required documentation to meet the Small Business Outreach Requirements, an opportunity for reconsideration of this determination will be provided. This opportunity for reconsideration will seek to obtain clarification of documentation submitted with the bid.

Within three business days of being informed by the City that the Bidder is not responsive based on insufficient demonstration and/or documentation of Outreach Efforts, the Bidder may submit its written request to:

**City of Phoenix Equal Opportunity Department
Office of the Director
200 W. Washington St., 15th Floor
Phoenix, AZ 85003**

If the request for Administrative Reconsideration is not submitted within the allotted three business days, the non-responsive Bidder shall not utilize the DBE Program submittal requirements as the basis for its future protest.

As part of this reconsideration process, the Bidder will have an opportunity to provide written clarification or argument concerning the issue of whether it met the Outreach Requirements or provided sufficient supporting documentation of this efforts at the time of bid. As the Disadvantaged Business Enterprise Liaison Officer (DBELO) for the City, The Equal Opportunity Director shall review solely the written clarification or argument, along with any document(s) originally submitted at the time of bid. No new or revised forms or supporting documentation will be reviewed for consideration.

The DBELO or his designee will send the Bidder a written decision on the reconsideration, explaining the basis for finding that the Bidder did or did not meet the Small Business Outreach Requirements. The result of the DBE reconsideration process is not administratively appealable and cannot be escalated or included in any other protest not related to the DBE Program.

SECTION VI. POST-AWARD COMPLIANCE REQUIREMENTS

A. Subcontracting Commitment

The small business subcontractors identified and accepted in the Small Business Outreach documents must have an executed contract* in place prior to the performance of work.

Successful Bidder shall submit to Agency, through the B2G system, all executed contracts, purchase orders, subleases, JV agreements, and other arrangements formalizing agreements between Successful bidder and all subcontractors, upon execution throughout the life of this contract.

The Successful Bidder shall not terminate any approved DBE or Small Business Subcontracts, nor shall the Successful Bidder alter the scope of work or reduce the Subcontract amount, without the DBE Compliance Specialist's prior written approval. Any request to alter a DBE or Small Business Subcontract must be submitted in writing to the DBE Compliance Specialist before any change is made. If the Successful Bidder fails to do so, the Agency may declare Successful Bidder in breach of contract.

*Executed contracts and all lower tier contracts must contain the required Civil Rights Assurances and Prompt Payment provisions.

B. Post-Award Relief from Small Business Requirements

After Contract award, the Agency will not grant relief from the proposed Small Business utilization except in extraordinary circumstances. The Successful Bidder's request to modify Small Business participation must be in writing to the DBE Compliance Specialist, which has final discretion and authority to determine if the request should be granted.

The Successful Bidder's waiver request must contain the amount of relief being sought, evidence demonstrating why the relief is necessary, and any additional relevant information the DBE Compliance Specialist should consider. The Successful Bidder shall include with the request all documentation of its attempts to subcontract with the Small Business and any other action taken to locate and solicit a replacement Small Business.

If an approved DBE allows its DBE status to expire or its DBE certification is removed during the course of the subcontract, the Agency will consider all work performed by the DBE under the original contract to count as DBE participation. No increased scopes of work negotiated after expiration or revocation of the DBE's certification may be counted. Likewise, any work performed under a Contract extension granted by the Agency may not be counted as DBE participation.

C. Counting Small Business Participation

The prime contractor may only count expenditures to AZUCP certified DBE subcontractors that perform a commercially useful function on the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. A DBE subcontractor must perform a minimum of 30% of its subcontract value with its own workforce and equipment before its participation can be counted. DBEs must manage and control the performance of its contract and not be dependent on the prime's personnel and equipment to complete its work. Scope(s) of work not covered in the DBE firm's certification description **will not** be counted as DBE participation.

Commercially Useful Function & Counting of DBE Trucking/Hauling:

49 CFR Part 26.55 Section (d) defines Commercially Useful Function and the counting of DBE participation Trucking/Hauling as follows:

- The DBE must be responsible for **the management and supervision of the entire trucking operation for which it is responsible on a particular contract**, and there cannot be a contrived arrangement for the purpose achieving DBE participation.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
- Amounts paid for dump fees or materials being hauled/dumped cannot be counted as DBE participation.

Counting DBE certified Manufactures, Suppliers, and Brokers:

49 CFR Part 26.55 Section (e) permits the counting of expenditures with DBEs for materials or supplies toward DBE participation as provided in the following:

- If the materials or supplies are obtained from a **DBE manufacturer**, count 100 percent of the cost of the materials or supplies toward DBE participation,
- If the materials or supplies are purchased from a **DBE regular dealer (supplier)**, count 60 percent of the cost of the materials or supplies toward DBE participation.
- If materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, **(broker or manufacturer's rep.)** count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies toward DBE participation.

If an approved DBE allows its DBE certification to expire, or the certification is revoked during the course of the Subcontract, the Agency will consider all work performed by the DBE under the original contract to count as DBE participation. No increased scope of work negotiated after expiration or revocation of the DBE's certification may be counted. Any work performed under a Contract extension granted by the Agency may not be counted as DBE participation.

D. Small Business Substitutions or Terminations

As set forth in 49 CFR Section 26.53 (f)(1)(2)(3) after Contract award, the Agency will not allow substitution or termination from the proposed Small Business utilization except in extraordinary circumstances. The Successful Bidder's request to modify Small Business participation must be in writing to the Phoenix DBE Compliance Specialist.

Successful Bidder's written request must set forth the amount of substitution or why termination is sought, evidence that demonstrates why it is necessary, and any additional relevant information that the Phoenix DBE Compliance Specialist should consider. The Successful Bidder shall include with the request all documentation of Bidder's attempts to subcontract with the Small Business and any other action taken to locate and solicit a replacement Small Business.

If the Small Business was approved by the Agency, the Phoenix DBE Compliance Specialist will consider whether or not the Successful Bidder has exercised diligent and good-faith efforts to find another Small Business as a replacement. The Successful Bidder shall notify the Phoenix DBE Compliance Specialist in writing of the necessity to substitute a Small Business and provide specific reason(s) for the substitution or replacement. Actual substitution or replacement of a Small Business may not occur before the Phoenix DBE Compliance Specialist's written approval has been obtained.

E. Prompt Payment of Subcontractors

The prompt payment clause shall be included in every contract and subcontract.

Per A.R.S. § 32-1129.01 the Successful Bidder must promptly pay its subcontractors, subconsultants, or suppliers **within seven (7) calendar days**. If the Successful Bidder diverts any payment received for a DBE's, Small Business's, or other Subcontractor's work performed on the Contract or fails to reasonably account for the application or use of the payment, the Agency may declare the Successful Bidder in breach of contract.

Under the prompt-payment provisions of 49 CFR Part 26, the Successful Bidder must ensure prompt and full release of retentions to Subcontractors and suppliers when their scope of work is complete and the Agency has paid Successful Bidder for the work. The Successful Bidder shall pay each Subcontractor's and supplier's retention no later than 30 days after the Agency has paid for the scope(s) of work, regardless if there's outstanding retention held against the Successful Bidder. If the Agency reduces the Successful Bidder's retention, the Successful Bidder shall correspondingly reduce the retentions of Subcontractors and suppliers that have performed satisfactory work.

Nothing in this section prevents the Successful Bidder from enforcing its Subcontract with a Subcontractor or supplier for defective work, late performance, and other claims arising under the Subcontract.

F. Remedies

If the Successful Bidder fails to comply with these contract provisions and the requirements set forth in 49 CFR 26.101 and 26.103, the Agency may take any one or more of the following actions:

1. Withhold future payments, including retention, until the Successful Submitter is determined to be in compliance;
2. Cancel the Contract

SECTION VII. RECORDS & REPORTING REQUIREMENTS

A. Records

During performance of the Contract, the Successful Bidder shall keep all records necessary to document Small Business participation. The Successful Bidder shall provide the records to the Agency within 72 hours of the Agency's request and at final completion of the Contract. The Agency will prescribe the form, manner, and content of reports. The required records may include but not limited to:

1. A complete listing of all Subcontractors and suppliers on the project;

2. Each Subcontractor's and supplier's scope performed;
3. The dollar value of all subcontracting work, services, and procurement;
4. Copies of all executed Subcontracts, purchase orders, and invoices: and
5. Copies of all payment documentation and Change Orders.

B. Reports

Successful Bidder is required to file the following payment reports in the B2G system:

1. **Progress Payments:**

By the 15th of ***each*** month, the Successful Bidder must enter payment information and related supporting documentation into the Agency's web-based certification and compliance reporting system.

- a. The total of all payments received from the Agency during the previous month.
- b. All payments made to Subcontractors during the previous month.

The Successful Bidder is responsible for ensuring that subcontractors confirm receipt of payment in the B2G system by the end of each month.

2. **Final Payment:**

Before the Agency processes the Successful Bidder's final payment and/or outstanding retention held against the Successful Bidder, the Successful Bidder shall notate in the B2G system:

- a. The payment to each subcontractor is considered "Final".
- b. Every subcontractor must confirm they have received full and "Final" payment in the B2G system.
- c. For federal reporting purposes, Attachment E must be completed and signed by the Successful Bidder and DBE firm(s) prior to Successful Bidder receiving final payment.

The Successful Bidder is responsible for ensuring that subcontractors confirm the receipt of full and "Final" payment in the B2G system.

EXHIBIT H
DAVIS-BACON WAGE DETERMINATION
General Decision Number AZ20210008 9/3/2021

"General Decision Number: AZ20210008 09/03/2021

Superseded General Decision Number: AZ20200008

State: Arizona

Construction Type: Highway

Counties: Coconino, Maricopa, Mohave, Pima, Pinal, Yavapai
and Yuma Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	07/23/2021
2	08/06/2021
3	09/03/2021

CARP0408-005 07/01/2021

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 30.63	13.49

ENGI0428-001 06/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 28.59	12.12
Group 2.....	\$ 31.86	12.12
Group 3.....	\$ 32.94	12.12
Group 4.....	\$ 33.97	12.12

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

Buckeye Park-n-Ride Expansion

396

GROUP 1: A-frame boom truck, air compressor, Beltcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all), handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck

GROUP 2:

ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe < 1 cu yd, Motor Grader (rough), Scraper (pneumatic tired), Roller (all types asphalt), Screed, Skip Loader (all types 3<6 cu yd), Tractor (dozer, pusher-all).

GROUP 3:

ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

MARICOPA COUNTY ONLY: Backhoe<10 cu yd, Clamshell < 10 cu yd, Concrete Pump (truck mounted with boom only), Dragline <10 cu yd, Grade Checker, Motor Grader (finish-any type power blade), Shovel < 10 cu yd.

GROUP 4: Backhoe 10 cu yd and over, Clamshell 10 cu yd and over, Crane (pneumatic or crawler 100 tons & over), Dragline 10 cu yd and over, Shovel 10 cu yd and over.

All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive \$0.01 per hour per foot over 80 ft in addition to regular rate of pay

Premium pay for performing hazardous waste removal \$0.50 per hour over base rate.

* IRON0075-004 04/01/2021

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	\$ 28.80	19.35
Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson		
Zone 2: 050 to 100 miles - Add \$4.00		
Zone 3: 100 to 150 miles - Add \$5.00		
Zone 4: 150 miles & over - Add \$6.50		

LAB01184-008 06/01/2021

	Rates	Fringes
Laborers:		
Group 1.....	\$ 21.93	6.27
Group 2.....	\$ 23.57	6.27
Group 3.....	\$ 24.43	6.27
Group 4.....	\$ 25.40	6.27
Group 5.....	\$ 26.50	6.27

LABORERS CLASSIFICATIONS:

GROUP 1: All Counties: Chipper, Rip Rap Stoneman. Pinal County Only: General/Cleanup Laborer. Maricopa County Only: Flagger.

GROUP 2: Asphalt Laborer (Shoveling-excluding Asphalt Raker or Ironer), Bander, Cement Mason Tender, Concrete Mucker, Cutting Torch Operator, Fine Grader, Guinea Chaser, Power Type Concrete Buggy

GROUP 3: Chain Saw, Concrete Small Tools, Concrete Vibrating Machine, Cribber & Shorer (except tunnel), Hydraulic Jacks and similar tools, Operator and Tender of Pneumatic and Electric Tools (not herein separately classified), Pipe Caulker and Back-Up Man-Pipeline, Pipe Wrapper, Pneumatic Gopher, Pre-Cast Manhole Erector, Rigger and Signal Man-Pipeline

GROUP 4: Air and Water Washout Nozzleman; Bio-Filter, Pressman, Installer, Operator; Scaffold Laborer; Chuck Tender; Concrete Cutting Torch; Gunite; Hand-Guided Trencher; Jackhammer and/or Pavement Breaker; Scaler (using boson's chair or safety belt); Tamper (mechanical all types).

GROUP 5: AC Dumpman, Asbestos Abatement, Asphalt Raker II, Drill Doctor/Air Tool Repairman, Hazardous Waste Removal, Lead Abatement, Lead Pipeman, Process Piping Installer, Scaler (Driller), Pest Technician/Weed Control, Scissor Lift, Hydro Mobile Scaffold Builder.

PAIN0086-001 04/01/2017

PAINTER

PAINTER (Yavapai County
only), SAND BLASTER/WATER

BLASTER (all Counties).....\$ 19.58 6.40

ZONE PAY: More than 100 miles from Old Phoenix Courthouse
\$3.50 additional per hour.

SUAZ2009-001 04/20/2009

	Rates	Fringes
CEMENT MASON.....	\$ 19.28	3.99
ELECTRICIAN.....	\$ 22.84	6.48
IRONWORKER (Rebar)		
Pima County.....	\$ 23.17	14.83
Pinal County.....	\$ 20.27	8.35
LABORER		
Asphalt Raker.....	\$ 15.49	3.49
Compaction Tool Operator....	\$ 14.59	2.91
Concrete Worker.....	\$ 13.55	3.20
Concrete/Asphalt Saw.....	\$ 13.95	2.58
Driller-Core, diamond, wagon, air track.....	\$ 16.94	3.12
Dumpman Spotter.....	\$ 14.99	3.16
Fence Builder.....	\$ 13.28	2.99
Flagger		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 12.35	1.59
Formsetter.....	\$ 16.09	3.97
General/Cleanup Laborer		
Coconino, Maricopa, Mohave, Pima, Yavapai & Yuma.....	\$ 14.54	3.49
Grade Setter (Pipeline)....	\$ 17.83	5.45
Guard Rail Installer.....	\$ 13.28	2.99
Landscape Laborer.....	\$ 11.39	
Landscape Sprinkler Installer.....	\$ 15.27	
Pipelayer.....	\$ 14.81	2.96
Powderman, Hydrasonic.....	\$ 16.39	2.58

OPERATOR: Power Equipment

Asphalt Laydown Machine.....	\$ 21.19	6.05
Backhoe < 1 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 17.37	3.85
Backhoe < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Clamshell < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Concrete Pump (Truck Mounted with boom only)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 19.92	7.10
Crane (under 15 tons).....	\$ 21.35	7.36
Dragline (up to 10 cu yd)		

Coconino, Mohave, Pima,
Buckeye Park-n-Ride Expansion

399

Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Drilling Machine	
(including Water Wells).....\$ 20.58	5.65
Grade Checker	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 16.04	3.68
Hydrographic Seeder.....\$ 15.88	7.67
Mass Excavator.....\$ 20.97	4.28
Milling Machine/Rotomill....\$ 21.42	7.45
Motor Grader (Finish-any	
type power blade)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 21.92	4.66
Motor Grader (Rough)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 20.07	4.13
Oiler.....\$ 18.15	8.24
Power Sweeper.....\$ 16.76	4.44
Roller (all types Asphalt)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.27	3.99
Roller (excluding asphalt)..\$ 15.65	3.32
Scraper (pneumatic tired)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 17.69	3.45
Screed	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 17.54	3.72
Shovel < 10 cu yd	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Skip Loader (all types <3	
cu yd).....\$ 18.28	5.30
Skip Loader (all types 3 <	
6 cu yd)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.64	4.86
Skip Loader (all types 6 <	
10 cu yd).....\$ 20.15	4.52
Tractor (dozer, pusher -	
all)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 17.26	2.65

PAINTER

Coconino, Maricopa,	
Mohave, Pima, Pinal & Yuma..\$ 15.57	3.92

TRUCK DRIVER

2 or 3 Axle Dump or	
Flatrack.....\$ 16.27	3.30
5 Axle Dump or Flatrack.....\$ 13.97	2.89
6 Axle Dump or Flatrack (<	
16 cu yd).....\$ 17.79	6.42
Belly Dump.....\$ 14.67	
Oil Tanker Bootman.....\$ 22.03	
Self-Propelled Street	
Sweeper.....\$ 13.11	5.48
Water Truck 2500 < 3900	
gallons.....\$ 18.14	4.55
Water Truck 3900 gallons	
and over.....\$ 15.92	3.33
Water Truck under 2500	
gallons.....\$ 15.94	4.16

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Buckeye Park-n-Ride Expansion

402

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

TITLE 29 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

Contents

§3.1 Purpose and scope.

§3.2 Definitions.

§3.3 Weekly statement with respect to payment of wages.

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

§3.7 Applications for the approval of the Secretary of Labor.

§3.8 Action by the Secretary of Labor upon applications.

§3.9 Prohibited payroll deductions.

§3.10 Methods of payment of wages.

§3.11 Regulations part of contract.

Authority: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14 of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 3145; Secretary's Order 01-2014 (Dec. 19, 2014), 79 FR 77527 (Dec. 24, 2014).

Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

§3.1 Purpose and scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages*, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/index.htm> or its successor site.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008; 82 FR 2224, Jan. 9, 2017]

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1235-0008)

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

- (a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:
 - (1) The deduction is not otherwise prohibited by law;
 - (2) It is either:
 - (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
 - (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
 - (3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
 - (4) The deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the “reasonable cost” of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

TITLE 29 PART 5—LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)

Section Contents

Subpart A—Davis-Bacon and Related Acts Provisions and Procedures

- §5.1 Purpose and scope.
- §5.2 Definitions.
- §§5.3-5.4 [Reserved]
- §5.5 Contract provisions and related matters.
- §5.6 Enforcement.
- §5.7 Reports to the Secretary of Labor
- §5.8 Liquidated damages under the Contract Work Hours and Safety Standards Act.
- §5.9 Suspension of funds.
- §5.10 Restitution, criminal action.
- §5.11 Disputes concerning payment of wages.
- §5.12 Debarment proceedings.
- §5.13 Rulings and interpretations.
- §5.14 Variations, tolerances, and exemptions from parts 1 and 3 of this subtitle and this part.
- §5.15 Limitations, variations, tolerances, and exemptions under the Contract Work Hours and Safety Standards Act.
- §5.16 Training plans approved or recognized by the Department of Labor prior to August 20, 1975.
- §5.17 Withdrawal of approval of a training program.

Subpart B—Interpretation of the Fringe Benefits Provisions of the Davis-Bacon Act

- §5.20 Scope and significance of this subpart.
- §5.21 [Reserved]
- §5.22 Effect of the Davis-Bacon fringe benefits provisions.
- §5.23 The statutory provisions.
- §5.24 The basic hourly rate of pay.
- §5.25 Rate of contribution or cost for fringe benefits.
- §5.26 “* * * contribution irrevocably made * * * to a trustee or to a third person”.
- §5.27 “* * * fund, plan, or program”.
- §5.28 Unfunded plans.
- §5.29 Specific fringe benefits.
- §5.30 Types of wage determinations.
- §5.31 Meeting wage determination obligations.
- §5.32 Overtime payments.

Authority: 5 U.S.C. 301; R.S. 161, 64 Stat. 1267; Reorganization Plan No. 14 of 1950, 5 U.S.C. appendix; 40 U.S.C. 3141 et seq.; 40 U.S.C. 3145; 40 U.S.C. 3148; 40 U.S.C. 3701 et seq.; and the laws listed in 5.1(a) of this part; Secretary's Order No. 01-2014 (Dec. 19, 2014), 79 FR 77527 (Dec. 24, 2014); 28 U.S.C. 2461 note (Federal Civil Penalties Inflation Adjustment Act of 1990); Pub. L. 114-74 at §701, 129 Stat 584.

Source: 48 FR 19541, Apr. 29, 1983, unless otherwise noted.

Subpart A—Davis-Bacon and Related Acts Provisions and Procedures

Source: 48 FR 19540, Apr. 29, 1983, unless otherwise noted.

Editorial Note: Nomenclature changes to subpart A of part 5 appear at 61 FR 19984, May 3, 1996.

§5.1 Purpose and scope.

(a) The regulations contained in this part are promulgated under the authority conferred upon the Secretary of Labor by Reorganization Plan No. 14 of 1950 and the Copeland Act in order to coordinate the administration and enforcement of the labor standards provisions of each of the following acts by the Federal agencies responsible for their administration and of such additional statutes as may from time to time confer upon the Secretary of Labor additional duties and responsibilities similar to those conferred upon the Secretary of Labor under Reorganization Plan No. 14 of 1950:

1. The Davis-Bacon Act (sec. 1-7, 46 Stat. 1949, as amended; Pub. L. 74-403, 40 U.S.C. 276a-276a-7).
2. Copeland Act (40 U.S.C. 276c).
3. The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).
4. National Housing Act (sec. 212 added to c. 847, 48 Stat. 1246, by sec. 14, 53 Stat. 807; 12 U.S.C. 1715c and repeatedly amended).
5. Housing Act of 1950 (college housing) (amended by Housing Act of 1959 to add labor provisions, 73 Stat. 681; 12 U.S.C. 1749a(f)).
6. Housing Act of 1959 (sec. 401(f) of the Housing Act of 1950 as amended by Pub. L. 86-372, 73 Stat. 681; 12 U.S.C. 1701q(c)(3)).
7. Commercial Fisheries Research and Development Act of 1964 (sec. 7, 78 Stat. 199; 16 U.S.C. 779e(b)).
8. Library Services and Construction Act (sec. 7(a), 78 Stat. 13; 20 U.S.C. 355c(a)(4), as amended).
9. National Technical Institute for the Deaf Act (sec. 5(b)(5), 79 Stat. 126; 20 U.S.C. 684(b)(5)).
10. National Foundation on the Arts and Humanities Act of 1965 (sec. 5(k), 79 Stat. 846 as amended; 20 U.S.C. 954(j)).
11. Elementary and Secondary Education Act of 1965 as amended by Elementary and Secondary and other Education Amendments of 1969 (sec. 423 as added by Pub. L. 91-230, title IV, sec. 401(a)(10), 84 Stat. 169, and renumbered sec. 433, by Pub. L. 92-318; title III, sec. 301(a)(1), 86 Stat. 326; 20 U.S.C. 1232(b)). Under the amendment coverage is extended to all programs administered by the Commissioner of Education.
12. The Federal-Aid Highway Acts (72 Stat. 895, as amended by 82 Stat. 821; 23 U.S.C. 113, as amended by the Surface Transportation Assistance Act of 1982, Pub. L. 97-424).
13. Indian Self-Determination and Education Assistance Act (sec. 7, 88 Stat. 2205; 25 U.S.C. 450e).
14. Indian Health Care Improvement Act (sec. 303(b), 90 Stat. 1407; 25 U.S.C. 1633(b)).
15. Rehabilitation Act of 1973 (sec. 306(b)(5) 87 Stat. 384, 29 U.S.C. 776(b)(5)).
16. Comprehensive Employment and Training Act of 1973 (sec. 606, 87 Stat. 880, renumbered sec. 706 by 88 Stat. 1845; 29 U.S.C. 986; also sec. 604, 88 Stat. 1846; 29 U.S.C. 964(b)(3)).
17. State and Local Fiscal Assistance Act of 1972 (sec. 123(a)(6), 86 Stat. 933; 31 U.S.C. 1246(a)(6)).
18. Federal Water Pollution Control Act (sec. 513 of sec. 2, 86 Stat. 894; 33 U.S.C. 1372).

19. Veterans Nursing Home Care Act of 1964 (78 Stat. 502, as amended; 38 U.S.C. 5035(a)(8)).
20. Postal Reorganization Act (sec. 410(b)(4)(C); 84 Stat. 726 as amended; 39 U.S.C. 410(b)(4)(C)).
21. National Visitors Center Facilities Act of 1966 (sec. 110, 32 Stat. 45; 40 U.S.C. 808).
22. Appalachian Regional Development Act of 1965 (sec. 402, 79 Stat. 21; 40 U.S.C. App. 402).
23. Health Services Research, Health Statistics, and Medical Libraries Act of 1974 (sec. 107, see sec. 308(h)(2) thereof, 88 Stat. 370, as amended by 90 Stat. 378; 42 U.S.C. 242m(h)(2)).
24. Hospital Survey and Construction Act, as amended by the Hospital and Medical Facilities Amendments of 1964 (sec. 605(a)(5), 78 Stat. 453; 42 U.S.C. 291e(a)(5)).
25. Health Professions Educational Assistance Act (sec. 303(b), 90 Stat. 2254; 42 U.S.C. 293a(g)(1)(C); also sec. 308a, 90 Stat. 2258, 42 U.S.C. 293a(c)(7)).
26. Nurse Training Act of 1964 (sec. 941(a)(1)(C), 89 Stat. 384; 42 U.S.C. 296a(b)(5)).
27. Heart Disease, Cancer, and Stroke Amendments of 1965 (sec. 904, as added by sec. 2, 79 Stat. 928; 42 U.S.C. 299d(b)(4)).
28. Safe Drinking Water Act (sec. 2(a) see sec. 1450e thereof, 88 Stat. 1691; 42 U.S.C. 300j-9(e)).
29. National Health Planning and Resources Act (sec. 4, see sec. 1604(b)(1)(H), 88 Stat. 2261, 42 U.S.C. 300o-3(b)(1)(H)).
30. U.S. Housing Act of 1937, as amended and recodified (88 Stat. 667; 42 U.S.C. 1437j).
31. Demonstration Cities and Metropolitan Development Act of 1966 (secs. 110, 311, 503, 1003, 80 Stat. 1259, 1270, 1277, 1284; 42 U.S.C. 3310; 12 U.S.C. 1715c; 42 U.S.C. 1437j).
32. Slum clearance program: Housing Act of 1949 (sec. 109, 63 Stat. 419, as amended; 42 U.S.C. 1459).
33. Farm housing: Housing Act of 1964 (adds sec. 516(f) to Housing Act of 1949 by sec. 503, 78 Stat. 797; 42 U.S.C. 1486(f)).
34. Housing Act of 1961 (sec. 707, added by sec. 907, 79 Stat. 496, as amended; 42 U.S.C. 1500c-3).
35. Defense Housing and Community Facilities and Services Act of 1951 (sec. 310, 65 Stat. 307; 42 U.S.C. 1592i).
36. Special Health Revenue Sharing Act of 1975 (sec. 303, see sec. 222(a)(5) thereof, 89 Stat. 324; 42 U.S.C. 2689j(a)(5)).
37. Economic Opportunity Act of 1964 (sec. 607, 78 Stat. 532; 42 U.S.C. 2947).
38. Headstart, Economic Opportunity, and Community Partnership Act of 1974 (sec. 11, see sec. 811 thereof, 88 Stat. 2327; 42 U.S.C. 2992a).
39. Housing and Urban Development Act of 1965 (sec. 707, 79 Stat. 492 as amended; 42 U.S.C. 3107).
40. Older Americans Act of 1965 (sec. 502, Pub. L. 89-73, as amended by sec. 501, Pub. L. 93-29; 87 Stat. 50; 42 U.S.C. 3041a(a)(4)).
41. Public Works and Economic Development Act of 1965 (sec. 712; 79 Stat. 575 as amended; 42 U.S.C. 3222).
42. Juvenile Delinquency Prevention Act (sec. 1, 86 Stat. 536; 42 U.S.C. 3884).
43. New Communities Act of 1968 (sec. 410, 82 Stat. 516; 42 U.S.C. 3909).
44. Urban Growth and New Community Development Act of 1970 (sec. 727(f), 84 Stat. 1803; 42 U.S.C. 4529).
45. Domestic Volunteer Service Act of 1973 (sec. 406, 87 Stat. 410; 42 U.S.C. 5046).

46. Housing and Community Development Act of 1974 (secs. 110, 802(g), 88 Stat. 649, 724; 42 U.S.C. 5310, 1440(g)).
47. Developmentally Disabled Assistance and Bill of Rights Act (sec. 126(4), 89 Stat. 488; 42 U.S.C. 6042(4); title I, sec. 111, 89 Stat. 491; 42 U.S.C. 6063(b)(19)).
48. National Energy Conservation Policy Act (sec. 312, 92 Stat. 3254; 42 U.S.C. 6371j).
49. Public Works Employment Act of 1976 (sec. 109, 90 Stat. 1001; 42 U.S.C. 6708; also sec. 208, 90 Stat. 1008; 42 U.S.C. 6728).
50. Energy Conservation and Production Act (sec. 451(h), 90 Stat. 1168; 42 U.S.C. 6881(h)).
51. Solid Waste Disposal Act (sec. 2, 90 Stat. 2823; 42 U.S.C. 6979).
52. Rail Passenger Service Act of 1970 (sec. 405d, 84 Stat. 1337; 45 U.S.C. 565(d)).
53. Urban Mass Transportation Act of 1964 (sec. 10, 78 Stat. 307; renumbered sec. 13 by 88 Stat. 715; 49 U.S.C. 1609).
54. Highway Speed Ground Transportation Study (sec. 6(b), 79 Stat. 893; 49 U.S.C. 1636(b)).
55. Airport and Airway Development Act of 1970 (sec. 22(b), 84 Stat. 231; 49 U.S.C. 1722(b)).
56. Federal Civil Defense Act of 1950 (50 U.S.C. App. 2281i).
57. National Capital Transportation Act of 1965 (sec. 3(b)(4), 79 Stat. 644; 40 U.S.C. 682(b)(4)).
- Note. Repealed December 9, 1969, and labor standards incorporated in sec. 1-1431 of the District of Columbia Code).
58. Model Secondary School for the Deaf Act (sec. 4, 80 Stat. 1027, Pub. L. 89-694, but not in the United States Code).
59. Delaware River Basin Compact (sec. 15.1, 75 Stat. 714, Pub. L. 87-328) (considered a statute for purposes of the plan but not in the United States Code).
60. Energy Security Act (sec. 175(c), Pub. L. 96-294, 94 Stat. 611; 42 U.S.C. 8701 note).

(b) Part 1 of this subtitle contains the Department's procedural rules governing requests for wage determinations and the issuance and use of such wage determinations under the Davis-Bacon Act and its related statutes as listed in that part.

§5.2 Definitions.

- (a) The term Secretary includes the Secretary of Labor, the Deputy Under Secretary for Employment Standards, and their authorized representatives.
- (b) The term Administrator means the Administrator of the Wage and Hour Division, U.S. Department of Labor, or authorized representative.
- (c) The term Federal agency means the agency or instrumentality of the United States which enters into the contract or provides assistance through loan, grant, loan guarantee or insurance, or otherwise, to the project subject to a statute listed in §5.1.
- (d) The term Agency Head means the principal official of the Federal agency and includes those persons duly authorized to act in the behalf of the Agency Head.
- (e) The term Contracting Officer means the individual, a duly appointed successor, or authorized representative who is designated and authorized to enter into contracts on behalf of the Federal agency.
- (f) The term labor standards as used in this part means the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act (other than those relating to safety and health), the Copeland Act, and the prevailing wage provisions of the other statutes listed in §5.1, and the regulations in parts 1 and 3 of this subtitle and this part.

(g) The term United States or the District of Columbia means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the foregoing departments, establishments, agencies, instrumentalities, and including nonappropriated fund instrumentalities.

(h) The term contract means any prime contract which is subject wholly or in part to the labor standards provisions of any of the acts listed in §5.1 and any subcontract of any tier thereunder, let under the prime contract. A State or local Government is not regarded as a contractor under statutes providing loans, grants, or other Federal assistance in situations where construction is performed by its own employees. However, under statutes requiring payment of prevailing wages to all laborers and mechanics employed on the assisted project, such as the U.S. Housing Act of 1937, State and local recipients of Federal-aid must pay these employees according to Davis-Bacon labor standards.

(i) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

(j) The terms construction, prosecution, completion, or repair mean the following:

(1) All types of work done on a particular building or work at the site thereof, including work at a facility which is deemed a part of the site of the work within the meaning of (paragraph (l) of this section by laborers and mechanics employed by a construction contractor or construction subcontractor (or, under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996, all work done in the construction or development of the project), including without limitation—

(i) Altering, remodeling, installation (where appropriate) on the site of the work of items fabricated off-site;

(ii) Painting and decorating;

(iii) Manufacturing or furnishing of materials, articles, supplies or equipment on the site of the building or work (or, under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996 in the construction or development of the project);

(iv)(A) Transportation between the site of the work within the meaning of paragraph (l)(1) of this section and a facility which is dedicated to the construction of the building or work and deemed a part of the site of the work within the meaning of paragraph (l)(2) of this section; and

(B) Transportation of portion(s) of the building or work between a site where a significant portion of such building or work is constructed, which is a part of the site of the work within the meaning of paragraph (l)(1) of this section, and the physical place or places where the building or work will remain.

(2) Except for laborers and mechanics employed in the construction or development of the project under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996, and except as provided in paragraph (j)(1)(iv)(A) of this section, the transportation of materials or supplies to or from the site of the work by employees of the construction contractor or a construction subcontractor is not “construction, prosecution, completion, or repair” (see Building and Construction Trades Department, AFL-CIO v. United States Department of Labor Wage Appeals Board (Midway Excavators, Inc.), 932 F.2d 985 (D.C. Cir. 1991)).

(k) The term public building or public work includes building or work, the construction, prosecution, completion, or repair of which, as defined above, is carried on directly by authority of or with funds of a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

(l) The term site of the work is defined as follows:

- (1) The site of the work is the physical place or places where the building or work called for in the contract will remain; and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;
- (2) Except as provided in paragraph (1)(3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc., are part of the site of the work, provided they are dedicated exclusively, or nearly so, to performance of the contract or project, and provided they are adjacent or virtually adjacent to the site of the work as defined in paragraph (1)(1) of this section;
- (3) Not included in the site of the work are permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular Federal or federally assisted contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, etc., of a commercial or material supplier, which are established by a supplier of materials for the project before opening of bids and not on the site of the work as stated in paragraph (1)(1) of this section, are not included in the site of the work. Such permanent, previously established facilities are not part of the site of the work, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a contract.
- (m) The term laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of this title are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of part 541, are laborers and mechanics for the time so spent.
- (n) The terms apprentice, trainee, and helper are defined as follows:
- (1) Apprentice means (i) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Bureau, or (ii) a person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice;
- (2) Trainee means a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs and which has been so certified by that Administration.
- (3) These provisions do not apply to apprentices and trainees employed on projects subject to 23 U.S.C. 113 who are enrolled in programs which have been certified by the Secretary of Transportation in accordance with 23 U.S.C. 113(c).
- (4) A distinct classification of “helper” will be issued in wage determinations applicable to work performed on construction projects covered by the labor standards provisions of the Davis-Bacon and Related Acts only where:
- (i) The duties of the helper are clearly defined and distinct from those of any other classification on the wage determination;
- (ii) The use of such helpers is an established prevailing practice in the area; and
- (iii) The helper is not employed as a trainee in an informal training program. A “helper” classification will be added to wage determinations pursuant to §5.5(a)(1)(ii)(A) only where, in addition, the work to be performed by the helper is not performed by a classification in the wage determination.
- (o) Every person performing the duties of a laborer or mechanic in the construction, prosecution, completion, or repair of a public building or public work, or building or work financed in whole or in part by loans, grants, or guarantees from the United States is employed regardless of any contractual relationship alleged to exist between the contractor and such person.
- (p) The term wages means the basic hourly rate of pay; any contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a bona fide fringe benefit fund, plan, or program; and the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing bona fide fringe benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan of program, which was communicated in writing to the laborers and mechanics affected. The fringe benefits enumerated in the Davis-Bacon Act

include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing; unemployment benefits; life insurance, disability insurance, sickness insurance, or accident insurance; vacation or holiday pay; defraying costs of apprenticeship or other similar programs; or other bona fide fringe benefits. Fringe benefits do not include benefits required by other Federal, State, or local law.

(q) The term wage determination includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision. The application of the wage determination shall be in accordance with the provisions of §1.6 of this title.

[48 FR 19541, Apr. 29, 1983, as amended at 48 FR 50313, Nov. 1, 1983; 55 FR 50149, Dec. 4, 1990; 57 FR 19206, May 4, 1992; 65 FR 69693, Nov. 20, 2000; 65 FR 80278, Dec. 20, 2000; 82 FR 2225, Jan. 9, 2017]

§§5.3-5.4 [Reserved]

§5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee

(e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the

apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any 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 §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(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 (b)(1) of this section, in the sum of \$26 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control No.
(a)(1)(ii)(B)	1235-0023
(a)(1)(ii)(C)	1235-0023
(a)(1)(iv)	1235-0023
(a)(3)(i)	1235-0023
(a)(3)(ii)(A)	1235-0023
	1235-0008
(c)	1235-0023

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 81 FR 43450, July 1, 2016; 82 FR 2225, 2226, Jan. 9, 2017; 83 FR 12, Jan 2, 2018]

§5.6 Enforcement.

(a)(1) It shall be the responsibility of the Federal agency to ascertain whether the clauses required by §5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in §5.1. Agencies which do not directly enter into such contracts shall promulgate the necessary regulations or procedures to require the recipient of the Federal assistance to insert in its contracts the provisions of §5.5. No payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency unless the agency insures that the clauses required by §5.5 and the appropriate wage determination of the Secretary of Labor are contained in such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency after the beginning of construction unless there is on file with the agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of §5.5 or unless there is on file with the agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

(2) Payrolls and Statements of Compliance submitted pursuant to §5.5(a)(3)(ii) shall be preserved by the Federal agency for a period of 3 years from the date of completion of the contract and shall be produced at the request of the Department of Labor at any time during the 3-year period.

(3) The Federal agency shall cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by §5.5 and the applicable statutes listed in §5.1. Investigations shall be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

(4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages and liquidated damages and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing Federal assistance to the contract, without requesting the permission and views of the Department of Labor.

(5) It is the policy of the Department of Labor to protect the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of an employee who makes a written or oral statement as a complaint or in the course of an investigation, as well as portions of the statement which would reveal the employee's identity, shall not be disclosed in any manner to anyone other than Federal officials without the prior consent of the employee. Disclosure of employee statements shall be governed by the provisions of the "Freedom of Information Act" (5 U.S.C. 552, see 29 CFR part 70) and the "Privacy Act of 1974" (5 U.S.C. 552a).

(b) The Administrator shall cause to be made such investigations as deemed necessary, in order to obtain compliance with the labor standards provisions of the applicable statutes listed in §5.1, or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes listed in §5.1. Federal agencies, contractors, subcontractors, sponsors, applicants, or owners shall cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigations. The findings of such an investigation, including amounts found due, may not be altered or reduced without the approval of the Department of Labor. Where the underpayments disclosed by such an investigation total \$1,000 or more, where there is reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act, that the contractor has disregarded its obligations to employees and subcontractors), or where liquidated damages may be assessed under the Contract Work Hours and Safety Standards Act, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation and any action taken by the contractor to correct the violative practices, including any payment of back wages. In other circumstances, the Federal agency will be furnished a letter of notification summarizing the findings of the investigation.

§5.7 Reports to the Secretary of Labor.

(a) Enforcement reports. (1) Where underpayments by a contractor or subcontractor total less than \$1,000, and where there is no reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act that the contractor

has disregarded its obligations to employees and subcontractors), and where restitution has been effected and future compliance assured, the Federal agency need not submit its investigative findings and recommendations to the Administrator, unless the investigation was made at the request of the Department of Labor. In the latter case, the Federal agency shall submit a factual summary report detailing any violations including any data on the amount of restitution paid, the number of workers who received restitution, liquidated damages assessed under the Contract Work Hours and Safety Standards Act, corrective measures taken (such as "letters of notice"), and any information that may be necessary to review any recommendations for an appropriate adjustment in liquidated damages under §5.8.

(2) Where underpayments by a contractor or subcontractor total \$1,000 or more, or where there is reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act, that the contractor has disregarded its obligations to employees and subcontractors), the Federal agency shall furnish within 60 days after completion of its investigation, a detailed enforcement report to the Administrator.

(b) Semi-annual enforcement reports. To assist the Secretary in fulfilling the responsibilities under Reorganization Plan No. 14 of 1950, Federal agencies shall furnish to the Administrator by April 30 and October 31 of each calendar year semi-annual reports on compliance with and enforcement of the labor standards provisions of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30, respectively. Such reports shall be prepared in the manner prescribed in memoranda issued to Federal agencies by the Administrator. This report has been cleared in accordance with FPMR 101-11.11 and assigned interagency report control number 1482-DOL-SA.

(c) Additional information. Upon request, the Agency Head shall transmit to the Administrator such information available to the Agency with respect to contractors and subcontractors, their contracts, and the nature of the contract work as the Administrator may find necessary for the performance of his or her duties with respect to the labor standards provisions referred to in this part.

(d) Contract termination. Where a contract is terminated by reason of violations of the labor standards provisions of the statutes listed in §5.1, a report shall be submitted promptly to the Administrator and to the Comptroller General (if the contract is subject to the Davis-Bacon Act), giving the name and address of the contractor or subcontractor whose right to proceed has been terminated, and the name and address of the contractor or subcontractor, if any, who is to complete the work, the amount and number of the contract, and the description of the work to be performed.

§5.8 Liquidated damages under the Contract Work Hours and Safety Standards Act.

(a) The Contract Work Hours and Safety Standards Act requires that laborers or mechanics shall be paid wages 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 any workweek. In the event of violation of this provision, the contractor and any subcontractor shall be liable for the unpaid wages and in addition for liquidated damages, computed with respect to each laborer or mechanic employed in violation of the Act in the amount of \$26 for each calendar day in the workweek on which such individual was required or permitted to work in excess of forty hours without payment of required overtime wages. Any contractor or subcontractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the head of the agency of the United States (or the territory of District of Columbia, as appropriate) for which the contract work was performed or for which financial assistance was provided.

(b) Findings and recommendations of the Agency Head. The Agency Head has the authority to review the administrative determination of liquidated damages and to issue a final order affirming the determination. It is not necessary to seek the concurrence of the Administrator but the Administrator shall be advised of the action taken. Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, and the amount of the liquidated damages computed for the contract is in excess of \$500, the Agency Head may make recommendations to the Secretary that an appropriate adjustment in liquidated damages be made or that the contractor or subcontractor be relieved of liability for such liquidated damages. Such findings with respect to liquidated damages shall include findings with respect to any wage underpayments for which the liquidated damages are determined.

(c) The recommendations of the Agency Head for adjustment or relief from liquidated damages under paragraph (a) of this section shall be reviewed by the Administrator or an authorized representative who shall issue an order concurring in the recommendations, partially concurring in the recommendations, or rejecting the recommendations, and the reasons therefor. The order shall be the final decision of the Department of Labor, unless a petition for review is filed pursuant to part 7 of this title, and the Administrative Review Board in its discretion reviews such decision and order; or, with respect to contracts subject to the Service Contract Act, unless petition for review is filed pursuant to part 8 of this title, and the Administrative Review Board in its discretion reviews such decision and order.

(d) Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due under section 104(a) of the Contract Work Hours and Safety Standards Act for a contract is \$500 or less and the Agency Head finds that the sum of liquidated damages is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Contract Work Hours and Safety Standards Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, an appropriate adjustment may be made in such liquidated damages or the contractor or subcontractor may be relieved of liability for such liquidated damages without submitting recommendations to this effect or a report to the Department of Labor. This delegation of authority is made under section 105 of the Contract Work Hours and Safety Standards Act and has been found to be necessary and proper in the public interest to prevent undue hardship and to avoid serious impairment of the conduct of Government business.

[48 FR 19541, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 51 FR 13496, Apr. 21, 1986; 81 FR 43450, July 1, 2016; 83 FR 12, Jan. 2, 2018]

§5.9 Suspension of funds.

In the event of failure or refusal of the contractor or any subcontractor to comply with the labor standards clauses contained in §5.5 and the applicable statutes listed in §5.1, the Federal agency, upon its own action or upon written request of an authorized representative of the Department of Labor, shall take such action as may be necessary to cause the suspension of the payment, advance or guarantee of funds until such time as the violations are discontinued or until sufficient funds are withheld to compensate employees for the wages to which they are entitled and to cover any liquidated damages which may be due.

§5.10 Restitution, criminal action.

(a) In cases other than those forwarded to the Attorney General of the United States under paragraph (b), of this section, where violations of the labor standards clauses contained in §5.5 and the applicable statutes listed in §5.1 result in underpayment of wages to employees, the Federal agency or an authorized representative of the Department of Labor shall request that restitution be made to such employees or on their behalf to plans, funds, or programs for any type of bona fide fringe benefits within the meaning of section 1(b)(2) of the Davis-Bacon Act.

(b) In cases where the Agency Head or the Administrator finds substantial evidence that such violations are willful and in violation of a criminal statute, the matter shall be forwarded to the Attorney General of the United States for prosecution if the facts warrant. In all such cases the Administrator shall be informed simultaneously of the action taken.

§5.11 Disputes concerning payment of wages.

(a) This section sets forth the procedure for resolution of disputes of fact or law concerning payment of prevailing wage rates, overtime pay, or proper classification. The procedures in this section may be initiated upon the Administrator's own motion, upon referral of the dispute by a Federal agency pursuant to §5.5(a)(9), or upon request of the contractor or subcontractor(s).

(b)(1) In the event of a dispute described in paragraph (a) of this section in which it appears that relevant facts are at issue, the Administrator will notify the affected contractor and subcontractor(s) (if any), by registered or certified mail to the last known address, of the investigation findings. If the Administrator determines that there is reasonable cause to believe that the contractor and/or subcontractor(s) should also be subject to debarment under the Davis-Bacon Act or §5.12(a)(1), the letter will so indicate.

(2) A contractor and/or subcontractor desiring a hearing concerning the Administrator's investigative findings shall request such a hearing by letter postmarked within 30 days of the date of the Administrator's letter. The request shall set forth those findings which are in dispute and the reasons therefor, including any affirmative defenses, with respect to the violations and/or debarment, as appropriate.

(3) Upon receipt of a timely request for a hearing, the Administrator shall refer the case to the Chief Administrative Law Judge by Order of Reference, to which shall be attached a copy of the letter from the Administrator and response thereto, for designation of an Administrative Law Judge to conduct such hearings as may be necessary to resolve the disputed matters. The hearing shall be conducted in accordance with the procedures set forth in 29 CFR part 6.

(c)(1) In the event of a dispute described in paragraph (a) of this section in which it appears that there are no relevant facts at issue, and where there is not at that time reasonable cause to institute debarment proceedings under §5.12, the Administrator shall notify the contractor and subcontractor(s) (if any), by registered or certified mail to the last known address, of the investigation findings, and shall issue a ruling on any issues of law known to be in dispute.

(2)(i) If the contractor and/or subcontractor(s) disagree with the factual findings of the Administrator or believe that there are relevant facts in dispute, the contractor or subcontractor(s) shall so advise the Administrator by letter postmarked within 30 days of the date of the Administrator's letter. In the response, the contractor and/or subcontractor(s) shall explain in detail the facts alleged to be in dispute and attach any supporting documentation.

(ii) Upon receipt of a response under paragraph (c)(2)(i) of this section alleging the existence of a factual dispute, the Administrator shall examine the information submitted. If the Administrator determines that there is a relevant issue of fact, the Administrator shall refer the case to the Chief Administrative Law Judge in accordance with paragraph (b)(3) of this section. If the Administrator determines that there is no relevant issue of fact, the Administrator shall so rule and advise the contractor and subcontractor(s) (if any) accordingly.

(3) If the contractor and/or subcontractor(s) desire review of the ruling issued by the Administrator under paragraph (c)(1) or (2) of this section, the contractor and/or subcontractor(s) shall file a petition for review thereof with the Administrative Review Board within 30 days of the date of the ruling, with a copy thereof the Administrator. The petition for review shall be filed in accordance with part 7 of this title.

(d) If a timely response to the Administrator's findings or ruling is not made or a timely petition for review is not filed, the Administrator's findings and/or ruling shall be final, except that with respect to debarment under the Davis-Bacon Act, the Administrator shall advise the Comptroller General of the Administrator's recommendation in accordance with §5.12(a)(1). If a timely response or petition for review is filed, the findings and/or ruling of the Administrator shall be inoperative unless and until the decision is upheld by the Administrative Law Judge or the Administrative Review Board.

§5.12 Debarment proceedings.

(a)(1) Whenever any contractor or subcontractor is found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of any of the applicable statutes listed in §5.1 other than the Davis-Bacon Act, such contractor or subcontractor or any firm, corporation, partnership, or association in which such contractor or subcontractor has a substantial interest shall be ineligible for a period not to exceed 3 years (from the date of publication by the Comptroller General of the name or names of said contractor or subcontractor on the ineligible list as provided below) to receive any contracts or subcontracts subject to any of the statutes listed in §5.1.

(2) In cases arising under contracts covered by the Davis-Bacon Act, the Administrator shall transmit to the Comptroller General the names of the contractors or subcontractors and their responsible officers, if any (and any firms in which the contractors or subcontractors are known to have an interest), who have been found to have disregarded their obligations to employees, and the recommendation of the Secretary of Labor or authorized representative regarding debarment. The Comptroller General will distribute a list to all Federal agencies giving the names of such ineligible person or firms, who shall be ineligible to be awarded any contract or subcontract of the United States or the District of Columbia and any contract or subcontract subject to the labor standards provisions of the statutes listed in §5.1.

(b)(1) In addition to cases under which debarment action is initiated pursuant to §5.11, whenever as a result of an investigation conducted by the Federal agency or the Department of Labor, and where the Administrator finds reasonable cause to believe that a contractor or subcontractor has committed willful or aggravated violations of the labor standards provisions of any of the statutes listed in §5.1 (other than the Davis-Bacon Act), or has committed violations of the Davis-Bacon Act which constitute a disregard of its obligations to employees or subcontractors under section 3(a) thereof, the Administrator shall notify by registered or certified mail to the last known address, the contractor or subcontractor and its responsible officers, if any (and any firms in which the contractor or subcontractor are known to have a substantial interest), of the finding. The Administrator shall afford such contractor or subcontractor and any other parties notified an opportunity for a hearing as to whether debarment action should be taken under paragraph (a)(1) of this section or section 3(a) of the Davis-Bacon Act. The Administrator shall furnish to those notified a summary of the investigative findings. If the contractor or subcontractor or any other parties notified wish to request a hearing as to whether debarment action should be taken, such a request shall be made by letter postmarked within 30 days of the date of the letter from the Administrator, and shall set forth any findings which are in dispute and the reasons therefor, including any affirmative defenses to be raised. Upon receipt of such request for a hearing, the Administrator shall refer the case to the Chief Administrative Law Judge by Order of Reference, to which shall be attached a copy of the letter from the Administrator and the response thereto, for designation of an Administrative Law Judge to conduct such hearings as may be necessary to determine the matters in dispute. In considering debarment under any of the statutes listed in §5.1 other than the Davis-Bacon Act, the Administrative Law Judge shall issue an order concerning whether the contractor or subcontractor is to be debarred in accordance with paragraph (a)(1) of this section. In considering debarment under the Davis-Bacon Act, the Administrative Law Judge shall issue a recommendation as to whether the contractor or subcontractor should be debarred under section 3(a) of the Act.

(2) Hearings under this section shall be conducted in accordance with 29 CFR part 6. If no hearing is requested within 30 days of receipt of the letter from the Administrator, the Administrator's findings shall be final, except with respect to recommendations regarding debarment under the Davis-Bacon Act, as set forth in paragraph (a)(2) of this section.

(c) Any person or firm debarred under paragraph (a)(1) of this section may in writing request removal from the debarment list after six months from the date of publication by the Comptroller General of such person or firm's name on the ineligible list. Such a request should be directed to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210, and shall contain a full explanation of the reasons why such person or firm should be removed from the ineligible list. In cases where the contractor or subcontractor failed to make full restitution to all underpaid employees, a request for removal will not be considered until such underpayments are made. In all other cases, the Administrator will examine the facts and circumstances surrounding the violative practices which caused the debarment, and issue a decision as to whether or not such person or firm has demonstrated a current responsibility to comply with the labor standards provisions of the statutes listed in §5.1, and therefore should be removed from the ineligible list. Among the factors to be considered in reaching such a decision are the severity of the violations, the contractor or subcontractor's attitude towards compliance, and the past compliance history of the firm. In no case will such removal be effected unless the Administrator determines after an investigation that such person or firm is in compliance with the labor standards provisions applicable to Federal contracts and Federally assisted construction work subject to any of the applicable statutes listed in §5.1 and other labor statutes providing wage protection, such as the Service Contract Act, the Walsh-Healey Public Contracts Act, and the Fair Labor Standards Act. If the request for removal is denied, the person or firm may petition for review by the Administrative Review Board pursuant to 29 CFR part 7.

(d)(1) Section 3(a) of the Davis-Bacon Act provides that for a period of three years from date of publication on the ineligible list, no contract shall be awarded to any persons or firms placed on the list as a result of a finding by the Comptroller General that such persons or firms have disregarded obligations to employees and subcontractors under that Act, and further, that no contract shall be awarded to "any firm, corporation, partnership, or association in which such persons or firms have an interest." Paragraph (a)(1) of this section similarly provides that for a period not to exceed three years from date of publication on the ineligible list, no contract subject to any of the statutes listed in §5.1 shall be awarded to any contractor or subcontractor on the ineligible list pursuant to that paragraph, or to "any firm, corporation, partnership, or association" in which such contractor or subcontractor has a "substantial interest." A finding as to whether persons or firms whose names appear on the ineligible list have an interest (or a substantial interest, as appropriate) in any other firm, corporation, partnership, or association, may be made through investigation, hearing, or otherwise.

(2)(i) The Administrator, on his/her own motion or after receipt of a request for a determination pursuant to paragraph (d)(3) of this section may make a finding on the issue of interest (or substantial interest, as appropriate).

(ii) If the Administrator determines that there may be an interest (or substantial interest, as appropriate), but finds that there is insufficient evidence to render a final ruling thereon, the Administrator may refer the issue to the Chief Administrative Law Judge in accordance with paragraph (d)(4) of this section.

(iii) If the Administrator finds that no interest (or substantial interest, as appropriate) exists, or that there is not sufficient information to warrant the initiation of an investigation, the requesting party, if any, will be so notified and no further action taken.

(iv)(A) If the Administrator finds that an interest (or substantial interest, as appropriate) exists, the person or firm affected will be notified of the Administrator's finding (by certified mail to the last known address), which shall include the reasons therefor, and such person or firm shall be afforded an opportunity to request that a hearing be held to render a decision on the issue.

(B) Such person or firm shall have 20 days from the date of the Administrator's ruling to request a hearing. A detailed statement of the reasons why the Administrator's ruling is in error, including facts alleged to be in dispute, if any, shall be submitted with the request for a hearing.

(C) If no hearing is requested within the time mentioned in paragraph (d)(2)(iv)(B) of this section, the Administrator's finding shall be final and the Administrator shall so notify the Comptroller General. If a hearing is requested, the ruling of the Administrator shall be inoperative unless and until the administrative law judge or the Administrative Review Board issues an order that there is an interest (or substantial interest, as appropriate).

(3)(i) A request for a determination of interest (or substantial interest, as appropriate), may be made by any interested party, including contractors or prospective contractors and associations of contractor's representatives of employees, and interested Government agencies. Such a request shall be submitted in writing to the Administrator, Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210.

(ii) The request shall include a statement setting forth in detail why the petitioner believes that a person or firm whose name appears on the debarred bidders list has an interest (or a substantial interest, as appropriate) in any firm, corporation, partnership, or association which is seeking or has been awarded a contract of the United States or the District of Columbia, or which is subject to any of the statutes listed in §5.1. No particular form is prescribed for the submission of a request under this section.

(4) Referral to the Chief Administrative Law Judge. The Administrator, on his/her own motion under paragraph (d)(2)(ii) of this section or upon a request for hearing where the Administrator determines that relevant facts are in dispute, will by order refer the issue to the Chief Administrative Law Judge, for designation of an Administrative Law Judge who shall conduct such hearings as may be necessary to render a decision solely on the issue of interest (or substantial interest, as appropriate). Such proceedings shall be conducted in accordance with the procedures set forth at 29 CFR part 6.

(5) Referral to the Administrative Review Board. If the person or firm affected requests a hearing and the Administrator determines that relevant facts are not in dispute, the Administrator will refer the issue and the record compiled thereon to the Administrative Review Board to render a decision solely on the issue of interest (or substantial interest, as appropriate). Such proceeding shall be conducted in accordance with the procedures set forth at 29 CFR part 7.

[48 FR 19541, Apr. 29, 1983, as amended at 48 FR 50313, Nov. 1, 1983; 82 FR 2226, Jan. 9, 2017]

§5.13 Rulings and interpretations.

All questions relating to the application and interpretation of wage determinations (including the classifications therein) issued pursuant to part 1 of this subtitle, of the rules contained in this part and in parts 1 and 3, and of the labor standards provisions of any of the statutes listed in §5.1 shall be referred to the Administrator for appropriate ruling or interpretation. The rulings and interpretations shall be authoritative and those under the Davis-Bacon Act may be relied upon as provided for in section 10 of the Portal-to-Portal Act of 1947 (29 U.S.C. 259). Requests for such rulings and interpretations should be addressed to the Administrator, Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210.

[82 FR 2226, Jan. 9, 2017]

§5.14 Variations, tolerances, and exemptions from parts 1 and 3 of this subtitle and this part.

The Secretary of Labor may make variations, tolerances, and exemptions from the regulatory requirements of this part and those of parts 1 and 3 of this subtitle whenever the Secretary finds that such action is necessary and proper in the public interest or to prevent injustice and undue hardship. Variations, tolerances, and exemptions may not be made from the statutory requirements of any of the statutes listed in §5.1 unless the statute specifically provides such authority.

§5.15 Limitations, variations, tolerances, and exemptions under the Contract Work Hours and Safety Standards Act.

(a) General. Upon his or her own initiative or upon the request of any Federal agency, the Secretary of Labor may provide under section 105 of the Contract Work Hours and Safety Standards Act reasonable limitations and allow variations, tolerances, and exemptions to and from any or all provisions of that Act whenever the Secretary finds such action to be necessary and proper in the public interest to prevent injustice, or undue hardship, or to avoid serious impairment of the conduct of Government business. Any request for such action by the Secretary shall be submitted in writing, and shall set forth the reasons for which the request is made.

(b) Exemptions. Pursuant to section 105 of the Contract Work Hours and Safety Standards Act, the following classes of contracts are found exempt from all provisions of that Act in order to prevent injustice, undue hardship, or serious impairment of Government business:

(1) Contract work performed in a workplace within a foreign country or within territory under the jurisdiction of the United States other than the following: A State of the United States; the District of Columbia; Puerto Rico; the Virgin Islands; Outer Continental Shelf lands defined in the Outer Continental Shelf Lands Act (ch. 345, 67 Stat. 462); American Samoa; Guam; Wake Island; Eniwetok Atoll; Kwajalein Atoll; and Johnston Island.

(2) Agreements entered into by or on behalf of the Commodity Credit Corporation providing for the storing in or handling by commercial warehouses of wheat, corn, oats, barley, rye, grain sorghums, soybeans, flaxseed, rice, naval stores, tobacco, peanuts, dry beans, seeds, cotton, and wool.

(3) Sales of surplus power by the Tennessee Valley Authority to States, counties, municipalities, cooperative organization of citizens or farmers, corporations and other individuals pursuant to section 10 of the Tennessee Valley Authority Act of 1933 (16 U.S.C. 8311).

(c) Tolerances. (1) The “basic rate of pay” under section 102 of the Contract Work Hours and Safety Standards Act may be computed as an hourly equivalent to the rate on which time-and-one-half overtime compensation may be computed and paid under section 7 of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 207), as interpreted in part 778 of this title. This tolerance is found to be necessary and proper in the public interest in order to prevent undue hardship.

(2) Concerning the tolerance provided in paragraph (c)(1) of this section, the provisions of section 7(d)(2) of the Fair Labor Standards Act and §778.7 of this title should be noted. Under these provisions, payments for occasional periods when no work is performed, due to vacations, and similar causes are excludable from the “regular rate” under the Fair Labor Standards Act. Such payments, therefore, are also excludable from the “basic rate” under the Contract Work Hours and Safety Standards Act.

(3) See §5.8(c) providing a tolerance subdelegating authority to the heads of agencies to make appropriate adjustments in the assessment of liquidated damages totaling \$500 or less under specified circumstances.

(4)(i) Time spent in an organized program of related, supplemental instruction by laborers or mechanics employed under bona fide apprenticeship or training programs may be excluded from working time if the criteria prescribed in paragraphs (c)(4)(ii) and (iii) of this section are met.

(ii) The apprentice or trainee comes within the definition contained in §5.2(n).

(iii) The time in question does not involve productive work or performance of the apprentice's or trainee's regular duties.

(d) Variations. (1) In the event of failure or refusal of the contractor or any subcontractor to comply with overtime pay requirements of the Contract Work Hours and Safety Standards Act, if the funds withheld by Federal agencies for the violations are not sufficient to pay fully both the unpaid wages due laborers and mechanics and the liquidated damages due the United States, the available funds shall be used first to compensate the laborers and mechanics for the wages to which they are entitled (or an equitable portion thereof when the funds are not adequate for this purpose); and the balance, if any, shall be used for the payment of liquidated damages.

(2) In the performance of any contract entered into pursuant to the provisions of 38 U.S.C. 620 to provide nursing home care of veterans, no contractor or subcontractor under such contract shall be deemed in violation of section 102 of the Contract Work Hours and Safety Standards Act by virtue of failure to pay the overtime wages required by such section for work in excess of 40 hours in the workweek to any individual employed by an establishment which is an institution primarily engaged in the care of the sick, the aged, or the mentally ill or defective who reside on the premises if, pursuant to an agreement or understanding arrived at between the employer and the employee before performance of the work, a work period of 14 consecutive days is accepted in lieu of the workweek of 7 consecutive days for the purpose of overtime compensation and if such individual receives compensation for employment in excess of 8 hours in any workday and in excess of 80 hours in such 14-day period at a rate not less than 1 1/2 times the regular rate at which the individual is employed, computed in accordance with the requirements of the Fair Labor Standards Act of 1938, as amended.

(3) Any contractor or subcontractor performing on a government contract the principal purpose of which is the furnishing of fire fighting or suppression and related services, shall not be deemed to be in violation of section 102 of the Contract Work Hour and Safety Standards Act for failing to pay the overtime compensation required by section 102 of the Act in accordance with the basic rate of pay as defined in paragraph (c)(1) of this section, to any pilot or copilot of a fixed-wing or rotary-wing aircraft employed on such contract if:

(i) Pursuant to a written employment agreement between the contractor and the employee which is arrived at before performance of the work.

(A) The employee receives gross wages of not less than \$300 per week regardless of the total number of hours worked in any workweek, and

(B) Within any workweek the total wages which an employee receives are not less than the wages to which the employee would have been entitled in that workweek if the employee were paid the minimum hourly wage required under the contract pursuant to the provisions of the Service Contract Act of 1965 and any applicable wage determination issued thereunder for all hours worked, plus an additional premium payment of one-half times such minimum hourly wage for all hours worked in excess of 40 hours in the workweek;

(ii) The contractor maintains accurate records of the total daily and weekly hours of work performed by such employee on the government contract. In the event these conditions for the exemption are not met, the requirements of section 102 of the Contract Work Hours and Safety Standards Act shall be applicable to the contract from the date the contractor or subcontractor fails to satisfy the conditions until completion of the contract.

(Reporting and recordkeeping requirements in paragraph (d)(2) have been approved by the Office of Management and Budget under control numbers 1235-0023 and 1235-0018. Reporting and recordkeeping requirements in paragraph (d)(3)(ii) have been approved by the Office of Management and Budget under control number 1235-0018)

[48 FR 19541, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 61 FR 40716, Aug. 5, 1996; 82 FR 2226, Jan. 9, 2017]

§5.16 Training plans approved or recognized by the Department of Labor prior to August 20, 1975.

(a) Notwithstanding the provisions of §5.5(a)(4)(ii) relating to the utilization of trainees on Federal and federally assisted construction, no contractor shall be required to obtain approval of a training program which, prior to August 20, 1975, was approved by the Department of Labor for purposes of the Davis-Bacon and Related Acts, was established by agreement of organized labor and management and therefore recognized by the Department, and/or was recognized by the Department under Executive Order 11246, as amended. A copy of the program and evidence of its prior approval, if applicable shall be submitted to the Employment and Training Administration, which shall certify such prior approval or recognition of the program. In every other respect, the provisions of §5.5(a)(4)(ii)—including those relating to registration of trainees, permissible ratios, and wage rates to be paid—shall apply to these programs.

(b) Every trainee employed on a contract executed on and after August 20, 1975, in one of the above training programs must be individually registered in the program in accordance with Employment and Training Administration procedures, and must be paid at the rate specified in the program for the level of progress. Any such employee listed on the payroll at a trainee rate who is not registered and participating in a program certified by ETA pursuant to this section, or approved and certified by ETA pursuant to §5.5(a)(4)(ii), must be paid the wage rate determined by the Secretary of Labor for the classification of work actually performed. The ratio of trainees to journeymen shall not be greater than permitted by the terms of the program.

(c) In the event a program which was recognized or approved prior to August 20, 1975, is modified, revised, extended, or renewed, the changes in the program or its renewal must be approved by the Employment and Training Administration before they may be placed into effect.

§5.17 Withdrawal of approval of a training program.

If at any time the Employment and Training Administration determines, after opportunity for a hearing, that the standards of any program, whether it is one recognized or approved prior to August 20, 1975, or a program subsequently approved, have not been complied with, or that such a program fails to provide adequate training for participants, a contractor will no longer be permitted to utilize trainees at less than the predetermined rate for the classification of work actually performed until an acceptable program is approved.

Subpart B—Interpretation of the Fringe Benefits Provisions of the Davis-Bacon Act

Source: 29 FR 13465, Sept. 30, 1964, unless otherwise noted.

§5.20 Scope and significance of this subpart.

The 1964 amendments (Pub. L. 88-349) to the Davis-Bacon Act require, among other things, that the prevailing wage determined for Federal and federally-assisted construction include: (a) The basic hourly rate of pay; and (b) the amount contributed by the contractor or subcontractor for certain fringe benefits (or the cost to them of such benefits). The purpose of this subpart is to explain the provisions of these amendments. This subpart makes available in one place official interpretations of the fringe benefits provisions of the Davis-Bacon Act. These interpretations will guide the Department of Labor in carrying out its responsibilities under these provisions. These interpretations are intended also for the guidance of contractors, their associations, laborers and mechanics and their organizations, and local, State and Federal agencies, who may be concerned with these provisions of the law. The interpretations contained in this subpart are authoritative and may be relied upon as provided for in section 10 of the Portal-to-Portal Act of 1947 (29 U.S.C. 359). The omission to discuss a particular problem in this subpart or in interpretations supplementing it should not be taken to indicate the adoption of any position by the Secretary of Labor with respect to such problem or to constitute an administrative interpretation, practice, or

enforcement policy. Questions on matters not fully covered by this subpart may be referred to the Secretary for interpretation as provided in §5.12.

§5.21 [Reserved]

§5.22 Effect of the Davis-Bacon fringe benefits provisions.

The Davis-Bacon Act and the prevailing wage provisions of the related statutes listed in §1.1 of this subtitle confer upon the Secretary of Labor the authority to predetermine, as minimum wages, those wage rates found to be prevailing for corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the area in which the work is to be performed. See paragraphs (a) and (b) of §1.2 of this subtitle. The fringe benefits amendments enlarge the scope of this authority by including certain bona fide fringe benefits within the meaning of the terms “wages”, “scale of wages”, “wage rates”, “minimum wages” and “prevailing wages”, as used in the Davis-Bacon Act.

§5.23 The statutory provisions.

The fringe benefits provisions of the 1964 amendments to the Davis-Bacon Act are, in part, as follows:

(b) As used in this Act the term “wages”, “scale of wages”, “wage rates”, “minimum wages”, and “prevailing wages” shall include—

(1) The basic hourly rate of pay; and

(2) The amount of—

(A) The rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected,

for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other Federal, State, or local law to provide any of such benefits * * *.

§5.24 The basic hourly rate of pay.

“The basic hourly rate of pay” is that part of a laborer's or mechanic's wages which the Secretary of Labor would have found and included in wage determinations prior to the 1964 amendments. The Secretary of Labor is required to continue to make a separate finding of this portion of the wage. In general, this portion of the wage is the cash payment made directly to the laborer or mechanic. It does not include fringe benefits.

§5.25 Rate of contribution or cost for fringe benefits.

(a) Under the amendments, the Secretary is obligated to make a separate finding of the rate of contribution or cost of fringe benefits. Only the amount of contributions or costs for fringe benefits which meet the requirements of the act will be considered by the Secretary. These requirements are discussed in this subpart.

(b) The rate of contribution or cost is ordinarily an hourly rate, and will be reflected in the wage determination as such. In some cases, however, the contribution or cost for certain fringe benefits may be expressed in a formula or method of payment other than an hourly rate. In such cases, the Secretary may in his discretion express in the wage determination the rate of contribution or cost used in the formula or method or may convert it to an hourly rate of pay whenever he finds that such action would facilitate the administration of the Act. See §5.5(a)(1)(i) and (iii).

§5.26 “* * * contribution irrevocably made * * * to a trustee or to a third person”.

Under the fringe benefits provisions (section 1(b)(2) of the Act) the amount of contributions for fringe benefits must be made to a trustee or to a third person irrevocably. The “third person” must be one who is not affiliated with the contractor or subcontractor. The trustee must assume the usual fiduciary responsibilities imposed upon trustees by applicable law. The trust or fund must be set up in such a way that in no event will the contractor or subcontractor be able to recapture any of the contributions paid in or any way divert the funds to his own use or benefit. Although contributions made to a trustee or third person pursuant to a benefit plan must be irrevocably made, this does not prevent return to the contractor or subcontractor of sums which he had paid in excess of the contributions actually called for by the plan, as where such excess payments result from error or from the necessity of making payments to cover the estimated cost of contributions at a time when the exact amount of the necessary contributions under the plan is not yet ascertained. For example, a benefit plan may provide for definite insurance benefits for employees in the event of the happening of a specified contingency such as death, sickness, accident, etc., and may provide that the cost of such definite benefits, either in full or any balance in excess of specified employee contributions, will be borne by the contractor or subcontractor. In such a case the return by the insurance company to the contractor or subcontractor of sums paid by him in excess of the amount required to provide the benefits which, under the plan, are to be provided through contributions by the contractor or subcontractor, will not be deemed a recapture or diversion by the employer of contributions made pursuant to the plan. (See Report of the Senate Committee on Labor and Public Welfare, S. Rep. No. 963, 88th Cong., 2d Sess., p. 5.)

§5.27 “* * * fund, plan, or program”.

The contributions for fringe benefits must be made pursuant to a fund, plan or program (sec. 1(b)(2)(A) of the act). The phrase “fund, plan, or program” is merely intended to recognize the various types of arrangements commonly used to provide fringe benefits through employer contributions. The phrase is identical with language contained in section 3(1) of the Welfare and Pension Plans Disclosure Act. In interpreting this phrase, the Secretary will be guided by the experience of the Department in administering the latter statute. (See Report of Senate Committee on Labor and Public Welfare, S. Rep. No. 963, 88th Cong., 2d Sess., p. 5.)

§5.28 Unfunded plans.

(a) The costs to a contractor or subcontractor which may be reasonably anticipated in providing benefits of the types described in the act pursuant to an enforceable commitment to carry out a financially responsible plan or program, are considered fringe benefits within the meaning of the act (see 1(b)(2)(B) of the act). The legislative history suggests that these provisions were intended to permit the consideration of fringe benefits meeting, among others, these requirements and which are provided from the general assets of a contractor or subcontractor. (Report of the House Committee on Education and Labor, H. Rep. No. 308, 88th Cong., 1st Sess., p. 4.)

(b) No type of fringe benefit is eligible for consideration as a so-called unfunded plan unless:

- (1) It could be reasonably anticipated to provide benefits described in the act;
- (2) It represents a commitment that can be legally enforced;
- (3) It is carried out under a financially responsible plan or program; and
- (4) The plan or program providing the benefits has been communicated in writing to the laborers and mechanics affected. (See S. Rep. No. 963, p. 6.)

(c) It is in this manner that the act provides for the consideration of unfunded plans or programs in finding prevailing wages and in ascertaining compliance with the Act. At the same time, however, there is protection against the use of this provision as a means of avoiding the act's requirements. The words “reasonably anticipated” are intended to require that any unfunded plan or program be able to withstand a test which can perhaps be best described as one of actuarial soundness. Moreover, as in the case of other fringe benefits payable under the act, an unfunded plan or program must be “bona fide” and not a mere simulation or sham for avoiding compliance with the act. (See S. Rep. No. 963, p. 6.) The legislative history suggests that in order to insure against the possibility that these provisions might be used to avoid compliance with the act, the committee contemplates that the Secretary of Labor in carrying out his responsibilities under Reorganization Plan No. 14 of 1950, may direct a contractor or subcontractor to set aside in an account assets which, under sound actuarial principles, will be sufficient to meet the future obligation under the plan. The preservation of this account for the purpose intended would, of course, also be essential. (S. Rep. No. 963, p. 6.) This is implemented by the contractual provisions required by §5.5(a)(1)(iv).

§5.29 Specific fringe benefits.

(a) The act lists all types of fringe benefits which the Congress considered to be common in the construction industry as a whole. These include the following: Medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, vacation and holiday pay, defrayment of costs of apprenticeship or other similar programs, or other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other Federal, State, or local law to provide any of such benefits.

(b) The legislative history indicates that it was not the intent of the Congress to impose specific standards relating to administration of fringe benefits. It was assumed that the majority of fringe benefits arrangements of this nature will be those which are administered in accordance with requirements of section 302(c)(5) of the National Labor Relations Act, as amended (S. Rep. No. 963, p. 5).

(c) The term "other bona fide fringe benefits" is the so-called "open end" provision. This was included so that new fringe benefits may be recognized by the Secretary as they become prevailing. It was pointed out that a particular fringe benefit need not be recognized beyond a particular area in order for the Secretary to find that it is prevailing in that area. (S. Rep. No. 963, p. 6).

(d) The legislative reports indicate that, to insure against considering and giving credit to any and all fringe benefits, some of which might be illusory or not genuine, the qualification was included that such fringe benefits must be "bona fide" (H. Rep. No. 308, p. 4; S. Rep. No. 963, p. 6). No difficulty is anticipated in determining whether a particular fringe benefit is "bona fide" in the ordinary case where the benefits are those common in the construction industry and which are established under a usual fund, plan, or program. This would be typically the case of those fringe benefits listed in paragraph (a) of this section which are funded under a trust or insurance program. Contractors may take credit for contributions made under such conventional plans without requesting the approval of the Secretary of Labor under §5.5(a)(1)(iv).

(e) Where the plan is not of the conventional type described in the preceding paragraph, it will be necessary for the Secretary to examine the facts and circumstances to determine whether they are "bona fide" in accordance with requirements of the act. This is particularly true with respect to unfunded plans. Contractors or subcontractors seeking credit under the act for costs incurred for such plans must request specific permission from the Secretary under §5.5(a)(1)(iv).

(f) The act excludes fringe benefits which a contractor or subcontractor is obligated to provide under other Federal, State, or local law. No credit may be taken under the act for the payments made for such benefits. For example, payment for workmen's compensation insurance under either a compulsory or elective State statute are not considered payments for fringe benefits under the Act. While each situation must be separately considered on its own merits, payments made for travel, subsistence or to industry promotion funds are not normally payments for fringe benefits under the Act. The omission in the Act of any express reference to these payments, which are common in the construction industry, suggests that these payments should not normally be regarded as bona fide fringe benefits under the Act.

§5.30 Types of wage determinations.

(a) When fringe benefits are prevailing for various classes of laborers and mechanics in the area of proposed construction, such benefits are includable in any Davis-Bacon wage determination. Illustrations, contained in paragraph (c) of this section, demonstrate some of the different types of wage determinations which may be made in such cases.

(b) Wage determinations of the Secretary of Labor under the act do not include fringe benefits for various classes of laborers and mechanics whenever such benefits do not prevail in the area of proposed construction. When this occurs the wage determination will contain only the basic hourly rates of pay, that is only the cash wages which are prevailing for the various classes of laborers and mechanics. An illustration of this situation is contained in paragraph (c) of this section.

(c) Illustrations:

Classes	Basic hourly rates	Health and welfare	Pensions	Vacations	Apprenticeship program	Others
Laborers	\$3.25					
Carpenters	4.00	\$0.15				
Painters	3.90	.15	\$0.10	\$0.20		

Electricians	4.85	.10	.15			
Plumbers	4.95	.15	.20		\$0.05	
Ironworkers	4.60			.10		

(It should be noted this format is not necessarily in the exact form in which determinations will issue; it is for illustration only.)

§5.31 Meeting wage determination obligations.

(a) A contractor or subcontractor performing work subject to a Davis-Bacon wage determination may discharge his minimum wage obligations for the payment of both straight time wages and fringe benefits by paying in cash, making payments or incurring costs for “bona fide” fringe benefits of the types listed in the applicable wage determination or otherwise found prevailing by the Secretary of Labor, or by a combination thereof.

(b) A contractor or subcontractor may discharge his obligations for the payment of the basic hourly rates and the fringe benefits where both are contained in a wage determination applicable to his laborers or mechanics in the following ways:

(1) By paying not less than the basic hourly rate to the laborers or mechanics and by making the contributions for the fringe benefits in the wage determinations, as specified therein. For example, in the illustration contained in paragraph (c) of §5.30, the obligations for “painters” will be met by the payment of a straight time hourly rate of not less than \$3.90 and by contributing not less than at the rate of 15 cents an hour for health and welfare benefits, 10 cents an hour for pensions, and 20 cents an hour for vacations; or

(2) By paying not less than the basic hourly rate to the laborers or mechanics and by making contributions for “bona fide” fringe benefits in a total amount not less than the total of the fringe benefits required by the wage determination. For example, the obligations for “painters” in the illustration in paragraph (c) of §5.30 will be met by the payment of a straight time hourly rate of not less than \$3.90 and by contributions of not less than a total of 45 cents an hour for “bona fide” fringe benefits; or

(3) By paying in cash directly to laborers or mechanics for the basic hourly rate and by making an additional cash payment in lieu of the required benefits. For example, where an employer does not make payments or incur costs for fringe benefits, he would meet his obligations for “painters” in the illustration in paragraph (c) of §5.30, by paying directly to the painters a straight time hourly rate of not less than \$4.35 (\$3.90 basic hourly rate plus 45 cents for fringe benefits); or

(4) As stated in paragraph (a) of this section, the contractor or subcontractor may discharge his minimum wage obligations for the payment of straight time wages and fringe benefits by a combination of the methods illustrated in paragraphs (b)(1) thru (3) of this section. Thus, for example, his obligations for “painters” may be met by an hourly rate, partly in cash and partly in payments or costs for fringe benefits which total not less than \$4.35 (\$3.90 basic hourly rate plus 45 cents for fringe benefits). The payments in such case may be \$4.10 in cash and 25 cents in payments or costs in fringe benefits. Or, they may be \$3.75 in cash and 60 cents in payments or costs for fringe benefits.

[30 FR 13136, Oct. 15, 1965]

§5.32 Overtime payments.

(a) The act excludes amounts paid by a contractor or subcontractor for fringe benefits in the computation of overtime under the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, and the Walsh-Healey Public Contracts Act whenever the overtime provisions of any of these statutes apply concurrently with the Davis-Bacon Act or its related prevailing wage statutes. It is clear from the legislative history that in no event can the regular or basic rate upon which premium pay for overtime is calculated under the aforementioned Federal statutes be less than the amount determined by the Secretary of Labor as the basic hourly rate (i.e. cash rate) under section 1(b)(1) of the Davis-Bacon Act. (See S. Rep. No. 963, p. 7.) Contributions by employees are not excluded from the regular or basic rate upon which overtime is computed under these statutes; that is, an employee's regular or basic straight-time rate is computed on his earnings before any deductions are made for the employee's contributions to fringe benefits. The contractor's contributions or costs for fringe benefits may be excluded in computing such rate so long as the exclusions do not reduce the regular or basic rate below the basic hourly rate contained in the wage determination.

(b) The legislative report notes that the phrase “contributions irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program” was added to the bill in Committee. This language in essence conforms to the overtime provisions of section 7(d)(4) of the Fair Labor Standards Act, as amended. The intent of the committee was to prevent any avoidance of overtime requirements under existing law. See H. Rep. No. 308, p. 5.

(c)(1) The act permits a contractor or subcontractor to pay a cash equivalent of any fringe benefits found prevailing by the Secretary of Labor. Such a cash equivalent would also be excludable in computing the regular or basic rate under the Federal overtime laws mentioned in paragraph (a). For example, the W construction contractor pays his laborers or mechanics \$3.50 in cash under a wage determination of the Secretary of Labor which requires a basic hourly rate of \$3 and a fringe benefit contribution of 50 cents. The contractor pays the 50 cents in cash because he made no payments and incurred no costs for fringe benefits. Overtime compensation in this case would be computed on a regular or basic rate of \$3.00 an hour. However, in some cases a question of fact may be presented in ascertaining whether or not a cash payment made to laborers or mechanics is actually in lieu of a fringe benefit or is simply part of their straight time cash wage. In the latter situation, the cash payment is not excludable in computing overtime compensation. Consider the examples set forth in paragraphs (c)(2) and (3) of this section.

(2) The X construction contractor has for some time been paying \$3.25 an hour to a mechanic as his basic cash wage plus 50 cents an hour as a contribution to a welfare and pension plan. The Secretary of Labor determines that a basic hourly rate of \$3 an hour and a fringe benefit contribution of 50 cents are prevailing. The basic hourly rate or regular rate for overtime purposes would be \$3.25, the rate actually paid as a basic cash wage for the employee of X, rather than the \$3 rate determined as prevailing by the Secretary of Labor.

(3) Under the same prevailing wage determination, discussed in paragraph (c)(2) of this section, the Y construction contractor who has been paying \$3 an hour as his basic cash wage on which he has been computing overtime compensation reduces the cash wage to \$2.75 an hour but computes his costs of benefits under section 1(b)(2)(B) as \$1 an hour. In this example the regular or basic hourly rate would continue to be \$3 an hour. See S. Rep. No. 963, p. 7.

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

MEETING DATE: 11/02/21	AGENDA ITEM: 6.B. PD Arizona Department of Highway Safety DUI/Impaired Driving Enforcement OT Grant Funding
DATE PREPARED: 10/29/21	DISTRICT NO.: ALL
STAFF LIAISON: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-6438	
DEPARTMENT: Police	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 79-21 ratifying the submission of a grant application to the Arizona Governor's Office of Highway Safety relating to grant funding for DUI enforcement overtime activities and employee-related expenses; approving and accepting the grant agreement; and authorizing the Mayor, City Manager, and City Police Chief to execute and deliver said agreement on behalf of the City.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The Police Department has been awarded grant funding from the Governor's Office of Highway Safety for DUI enforcement overtime, to assist in traffic enforcement and identifying drivers under the influence within the City of Buckeye.

BENEFITS:

Costs for associated overtime will be reimbursed to the City of Buckeye for DUI OT.

FUTURE ACTION:

The Police Department's Grant Programs Administrator will ensure that all required documentation is submitted within established deadlines and the grant award is managed in accordance with terms set forth in the Sub recipient Agreement.

FINANCIAL IMPACT STATEMENT:

The grant award is through reimbursable funds. AZGOHS will reimburse the City of Buckeye PD for costs detailed in the grant agreement once documentation is submitted to AZGOHS.

CURRENT FISCAL YEAR TOTAL COST:

The grant award is \$30,000.

BUDGETED:

Yes

FISCAL YEAR:

2021

FUND/DEPARTMENT:

35732121-523101

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

ATTACHMENTS:

[405d DUI Enforcement.pdf](#)

[RES 79-21 Ratifying GOHS 2021-22 DUI Enforcement Grant of Federal 405 Funds.pdf](#)

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3752230000405dAZM		Assistance Listings: 20.616
1. APPLICANT AGENCY Buckeye Police Department	GOHS CONTRACT NUMBER: 2022-405d-011	
ADDRESS 21699 W. Yuma Rd., Ste. 104, Buckeye, AZ 85326	PROGRAM AREA: 405d	
2. GOVERNMENTAL UNIT City of Buckeye	AGENCY CONTACT: Lamar Brown	
ADDRESS 530 E. Monroe Ave, Buckeye, AZ 85326	3. PROJECT TITLE: DUI/Impaired Driving Enforcement	
4. GUIDELINES: 405d		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Buckeye.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2022	
I. Personnel Services	\$24,000.00	
II. Employee Related Expenses (25%)	\$6,000.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$30,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2022
CURRENT GRANT PERIOD	FROM: 10-01-2021	TO: 09-30-2022
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$30,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 104

Total Population in city/town or county: 9,300

Total Road Mileage: Highway: 149 Local: 299 Total: 448

	2019	2018	2017
Total Crashes	1050	938	441
Total Injury Crashes	144	138	57
Total Fatal Crashes	3	7	3
Total Impaired-related Crashes	34	29	5
Total Impaired-related Serious Injuries	5	7	7
Total Impaired-related Fatalities	0	0	1
Total Speed-related Crashes	88	88	20
Total Speed-related Serious Injuries	26	16	22
Total Speed-related Fatalities	0	2	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

The City of Buckeye Police Department (BPD) is looking to continue DUI enforcement and participation in the West Valley Task-force with the award of DUI overtime funding to assist in making enforcement more effective. The Past and current participation which include over 190 arrest each of the past three years demonstrates the Buckeye Police Department's commitment to enforce impaired driving in and around the City of Buckeye. The increased population growth in the City of Buckeye has also increased the need for intoxicated enforcement within the City of Buckeye.

The overtime will assist in increasing officer presence, road safety and providing additional officers to identify intoxicated drivers that may injury citizens or themselves if not identified on before an incident or accident. Additionally the overtime will provide much needed support in supporting officers and identifying drivers impaired driving in the City of Buckeye and West Valley.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Buckeye.

How Agency Will Solve Problem with Funding:

The Buckeye Police Department (BPD) would like to request overtime funding to actively enforce DUI and Impaired driving within and around the City of Buckeye. The enforcement funding previously awarded has assisted in keeping citizens and the commuting public safe as a result of increased patrols to deter intoxicated and impaired drivers. Continued funding would ensure ongoing support for the agency and the public from the impact of intoxicated drivers on public roads.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 50% from 4 during calendar year 2020 to 2 by December 31, 2022.

To decrease fatalities in impaired driving-related crashes 45% from 5 in calendar year 2020 to 3 by December 31, 2022.

To decrease injuries in impaired driving-related crashes 0 % from 0 in calendar year 2020 to 0 by December 31, 2022.

Contract Objectives:

To participate in a minimum of 7 DUI saturation patrols per quarter during FFY 2022.

To participate in a minimum of 10 DUI task force operations per quarter during FFY 2022.

Additional Contract Objectives:

1. Increase in DUI arrests and increased community awareness of DUI patrol as a result of increased presence.
2. Increase DUI awareness through education with high schools within city limits.
3. Buckeye Police Department will participate in all west DUI events and also host events.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Buckeye.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Buckeye Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Buckeye Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Buckeye Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Buckeye Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2021)	January 30, 2022
2nd Quarterly Report and RCI (January 1 to March 31, 2022)	April 20, 2022
3rd Quarterly Report and RCI (April 1 to June 30, 2022)	July 20, 2022
4th Quarterly Report and RCI (July 1 to September 30, 2022)	October 15, 2022
Final Statement of Accomplishments	October 15, 2022

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Larry Hall, Chief, Buckeye Police Department, shall serve as Project Director.

Lamar Brown, Grant Administrator, Buckeye Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$24,000.00
II.	Employee Related Expenses (ERE) (25%)	\$6,000.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$30,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Buckeye Police Department shall absorb any and all expenditures in excess of \$30,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, 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 or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. 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.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. 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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal 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 proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. 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.
- I. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**Name: LaMar BrownTitle: Grant Program AdministratorTelephone Number: 623-349-6447 Fax Number: 623-349-6506E-mail Address: lbrown@buckeyeaz.gov**2. Agency's Fiscal Contact:**Name: Sherri MeredithTitle: Senior Accounting ManagerTelephone Number: 623-349-6154E-mail Address: Smeredith@buckeyeaz.govFederal Identification Number: 86-6000236**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Buckeye Police Department

Warrant/Check to be mailed to:

City of Buckeye Finance Department

(Agency)

530 E. Monroe

(Address)

Buckeye, AZ 85326

(City, State, Zip Code)

4. DUNS NUMBER085452928

(DUNS #)

530 E. Monroe , Buckeye, AZ 85326

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

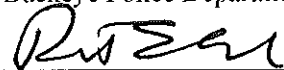
Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. 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.
- B. 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 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. 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, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. 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.

Signature of Project Director:

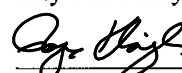
Larry Hall, Chief
Buckeye Police Department



10/13/21 623-764-1240
Date Telephone

*Signature of Authorized Official of
Governmental Unit:*

Roger Klingler, City Manager
City of Buckeye



Oct 14, 2021 623-349-6910
Date Telephone

RESOLUTION NO. 79-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY RELATING TO GRANT FUNDING FOR DUI ENFORCEMENT OVERTIME ACTIVITIES AND EMPLOYEE-RELATED EXPENSES; APPROVING AND ACCEPTING THE GRANT AGREEMENT; AND AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY POLICE CHIEF TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, National Highway Safety Act of 1966, as amended, provides Federal funds to the Arizona Governor's Office of Highway Safety to award public safety grants to government agencies to support impaired driving countermeasures;

WHEREAS, the City submitted the Grant Application on October 14, 2021;

WHEREAS, the Arizona Governor's Office of Highway Safety has awarded such a grant to the City of Buckeye Police Department to support DUI enforcement overtime activities and employee-related expenses;

WHEREAS, the Mayor and City Council of the City of Buckeye, Arizona, desire to ratify the submission of the Grant Application and approve the agreement between the City of Buckeye and the Arizona Governor's Office of Highway Safety relating to funding for DUI enforcement overtime activities and employee-related expenses (the "Agreement") and authorize acceptance of the awarded funds.

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 by reference as if fully set forth herein.

Section 2. The Mayor and City Council of the City of Buckeye hereby (i) ratify the submission of the Grant Application, (ii) authorize the acceptance of any resulting grant award, and (iii) authorize the execution of the Agreement in substantially the form and substance on file with the City Clerk of the City of Buckeye.

Section 3. The Mayor, the City Manager, the City Clerk, the City Police Chief, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of 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 2nd day of November, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

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

MEETING DATE: 11/02/21	AGENDA ITEM: 6.C. PD Arizona Governor's Office of Highway Safety STEP Enforcement grant
DATE PREPARED: 10/29/21	DISTRICT NO.: ALL
STAFF LIAISON: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-5438	
DEPARTMENT: Police	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 80-21 ratifying the submission of a grant application to the Arizona Governor's Office of Highway Safety relating to grant funding for personnel services (overtime) and employee-related expenses to enhance STEP enforcement; approving and accepting the grant agreement; and authorizing the Mayor, City Manager, and City Police Chief to execute and deliver said agreement on behalf of the City.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The Police Department has been awarded grant funding from the Governor's Office of Highway Safety to enhance STEP Enforcement throughout the City of Buckeye. Measurables detailed in the grant agreement have been established and will be met by officers participating in the enforcement activities.

BENEFITS:

Costs for STEP Enforcement overtime will be reimbursed to the City of Buckeye.

FUTURE ACTION:

The Police Department's Grant Programs Administrator will ensure that all required documentation is submitted within the established deadlines and that the grant award is managed in accordance with the terms set forth in the recipient agreement.

FINANCIAL IMPACT STATEMENT:

The grant award is through reimbursable funds. AZGOHS will reimburse the City of Buckeye PD for

costs detailed in the grant agreement once documentation is submitted to AZGOHS.

CURRENT FISCAL YEAR TOTAL COST:

The grant award is \$25,000.

BUDGETED:

Yes

FISCAL YEAR:

2022

FUND/DEPARTMENT:

35732121-523108

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

ATTACHMENTS:

[PTS STEP Enforcement.pdf](#)

[RES 80-21 Ratifying GOHS STEP Enforcement Grant.pdf](#)

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37522300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY Buckeye Police Department	GOHS CONTRACT NUMBER: 2022-PTS-009
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ADDRESS
21699 W. Yuma Rd., Ste. 104, Buckeye, AZ 85326

PROGRAM AREA:
402-PTS

2. GOVERNMENTAL UNIT
City of Buckeye

AGENCY CONTACT:
Lamar Brown

ADDRESS
530 E. Monroe Ave, Buckeye, AZ 85326

3. PROJECT TITLE:
STEP Enforcement Overtime

4. GUIDELINES:
402–Police Traffic Services (PTS)

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of Buckeye.

6. BUDGET COST CATEGORY	Project Period FFY 2022
I. Personnel Services	\$20,000.00
II. Employee Related Expenses (25%)	\$5,000.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$25,000.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2022
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CURRENT GRANT PERIOD	FROM: 10-01-2021	TO: 09-30-2022
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$25,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 104

Total Population in city/town or county: 9,300

Total Road Mileage: Highway: 149 Local: 299 Total: 448

	2019	2018	2017
Total Crashes	1050	938	441
Total Injury Crashes	144	138	57
Total Fatal Crashes	3	7	3
Total Impaired-related Crashes	34	29	5
Total Impaired-related Serious Injuries	5	7	7
Total Impaired-related Fatalities	0	0	1
Total Speed-related Crashes	88	88	20
Total Speed-related Serious Injuries	26	16	22
Total Speed-related Fatalities	0	2	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

The Buckeye Police Department has investigated or assisted with 18 fatal collisions and 220 serious collision from January 2018 to present. Having the proper equipment to evaluate, reconstruct and identify issues are just a few of the reasons they have issues within the community. These issues are present in all communities and addressing impaired driving, speeding and aggressive driving is a focus the department will address now and in the future. Equipment such as a License Plate Reader (LPR), Portable Breath Testers (PBT's) and hand held radars will be extremely beneficial in assisting their efforts to deter and identify speeding, impaired and aggressive driving.

The City of Buckeye is growing rapidly and much more than other communities and the equipment identified in the application will provide a great resource for officers and the community in providing a safe driving environment. The equipment they are requesting will advanced the departments ability to reduce roadway closure times, provide a safer driving experience and identify and stop impaired drivers when driving within and around the City of Buckeye.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of Buckeye.

How Agency Will Solve Problem with Funding:

The Buckeye Police Department (BPD) is requesting to purchase speed enforcement equipment to assist with the fast growing population of the city growth. The equipment will assist officers identify and recognize citizens that are not obeying traffic laws.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 20% from 17 during calendar year 2020 to 15 by December 31, 2022.

To decrease fatalities in speeding-related crashes 0% from 0 in calendar year 2020 to 0 by December 31, 2022.

To decrease serious injuries in speeding-related crashes 50% from 6 in calendar year 2020 to 3 by December 31, 2022.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10% from 200 during Calendar Year 2020 to 180 during FFY 2022.

Conduct targeted speed enforcement efforts a minimum of 6 times per month during FFY 2022.

Additional Contract Objectives:

1. Conduct monthly targeted enforcement for speed violators throughout the city.
2. Targeted enforcement to reduce speeding vehicles in highly populated and commercial areas.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of Buckeye.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Buckeye Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Buckeye Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Buckeye Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Buckeye Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2021)	January 30, 2022
2nd Quarterly Report and RCI (January 1 to March 31, 2022)	April 20, 2022
3rd Quarterly Report and RCI (April 1 to June 30, 2022)	July 20, 2022
4th Quarterly Report and RCI (July 1 to September 30, 2022)	October 15, 2022
Final Statement of Accomplishments	October 15, 2022

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Larry Hall, Chief, Buckeye Police Department, shall serve as Project Director.

Lamar Brown, Grant Administrator, Buckeye Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$20,000.00
II.	Employee Related Expenses (ERE) (25%)	\$5,000.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$25,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Buckeye Police Department shall absorb any and all expenditures in excess of \$25,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, 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 or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. 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.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. 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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal 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 proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. 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.
- I. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**Name: LaMar BrownTitle: Grant Program AdministratorTelephone Number: 623-349-6447 Fax Number: 623-349-6506E-mail Address: lbrown@buckeyeaz.gov**2. Agency's Fiscal Contact:**Name: Sherri MeredithTitle: Senior Accounting ManagerTelephone Number: 623-349-6154E-mail Address: Smeredith@buckeyeaz.govFederal Identification Number: 86-6000236**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Buckeye Police Department

Warrant/Check to be mailed to:

City of Buckeye Finance Department

(Agency)

530 E. Monroe

(Address)

Buckeye, AZ 85326

(City, State, Zip Code)

4. DUNS NUMBER085452928

(DUNS #)

530 E. Monroe , Buckeye, AZ 85326

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. 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.
- B. 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 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. 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, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. 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.

Signature of Project Director:

Larry Hall, Chief
Buckeye Police Department


10/13/21 623-764-1740
Date Telephone

*Signature of Authorized Official of
Governmental Unit:*

Roger Klingler, City Manager
City of Buckeye


Oct 14, 2021 623-349-6910
Date Telephone

RESOLUTION NO. 80-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY RELATING TO GRANT FUNDING FOR PERSONNEL SERVICES (OVERTIME) AND EMPLOYEE-RELATED EXPENSES TO ENHANCE STEP ENFORCEMENT; APPROVING AND ACCEPTING THE GRANT AGREEMENT; AND AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY POLICE CHIEF TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, National Highway Safety Act of 1966, as amended, provides Federal funds to the Arizona Governor's Office of Highway Safety to award public safety grants to government agencies to improve driver behavior and reduce deaths and injuries from motor vehicle-related crashes;

WHEREAS, the City submitted the Grant Application on October 14, 2021;

WHEREAS, the Arizona Governor's Office of Highway Safety has awarded such a grant to the City of Buckeye Police Department to support personnel services (overtime) and employee-related expenses to enhance STEP enforcement throughout the City of Buckeye; and

WHEREAS, the Mayor and City Council of the City of Buckeye, Arizona, desire to ratify the submission of the Grant Application and approve the agreement between the City of Buckeye and the Arizona Governor's Office of Highway Safety relating to funding for personnel services (overtime) and employee-related expenses to enhance STEP enforcement (the "Agreement") and authorize acceptance of the awarded funds.

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 by reference as if fully set forth herein.

Section 2. The Mayor and City Council of the City of Buckeye hereby (i) ratify the submission of the Grant Application, (ii) authorize the acceptance of any resulting grant award, and (iii) authorize the execution of the Agreement in substantially the form and substance on file with the City Clerk of the City of Buckeye.

Section 3. The Mayor, the City Manager, the City Clerk, the City Police Chief, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of 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 2nd day of November, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

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

MEETING DATE: 11/02/21	AGENDA ITEM: 6.D. Police Department Homeland Security Rapid Response Team (RRT) Grant
DATE PREPARED: 10/29/21	DISTRICT NO.: ALL
STAFF LIAISON: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-5438	
DEPARTMENT: Police	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 84-21 approving the submission of a grant application to the Arizona Department of Homeland Security for funding of equipment and training needed to increase support of the City's Chemical Biological Radiological Nuclear and Explosives Unit (CBRNE) and Rapid Response Team (RRT); authorizing the acceptance of the resulting grant award; and authorizing the City Manager and City Police Chief to execute and deliver the resulting agreement and related documents on behalf of the City.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The Police Department submitted a grant funding request to the Arizona Department of Homeland Security under the Federal FY 2021 Urban Area Security Initiative (UASI) for funding to obtain equipment that will support the Buckeye UASI CBRNE and RRT. The UASI program is intended to assist participating jurisdictions in developing integrated regional systems for prevention, protection, response, and recovery related to emergency preparedness and response in the event of man-made or natural disasters.

BENEFITS:

The equipment obtained through these grant funds if awarded will enhance the response capability and protection of the CBRNE/RRT when responding to a local or regional incident. The training will enhance the readiness of the CBRNE/RRT and ensure coordination of response when working with other agencies.

FUTURE ACTION:

The Police Department's Grant Programs Administrator will ensure that all required documentation is submitted within the established deadlines and that the grant award is managed in accordance with the terms set forth in the Sub recipient Agreement.

FINANCIAL IMPACT STATEMENT:

Funding of the grants awarded by the Arizona Department of Homeland Security is through

reimbursable grants. Ongoing maintenance costs of the equipment purchased by the Police Department will be the responsibility of the Police Department.

CURRENT FISCAL YEAR TOTAL COST:

\$40,875 has been awarded

BUDGETED:

Yes

FISCAL YEAR:

2021

FUND/DEPARTMENT:

35732121 523103

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

ATTACHMENTS:

[Grant Agreement RRT f.pdf](#)

[RES 84-21 Homeland Security Rapid Response Team Grant.pdf](#)

SUBRECIPIENT AGREEMENT

21-AZDOHS-HSGP-210800-02

Between

The Arizona Department of Homeland Security

And

Buckeye Police Department (DUNS# 085454298)

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

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Buckeye Police Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

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

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2021** and shall terminate on **September 30, 2022**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"2021 CBRNE/RRT Buckeye PD Project"** and funded at **\$40,875** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2021-SS-00005-S01 and CFDA #97.067:

- a. Provide up to **\$40,875** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

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

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

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

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends \$750,000 or more from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend \$750,000 or more in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

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

VII. APPLICABLE STANDARDS AND REGULATIONS

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

Davis Bacon Act

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

<https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

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

National Incident Management System (NIMS)

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

Environmental Planning and Historic Preservation

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

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

Consultants/Trainers/Training Providers

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

Contractors/Subcontractors

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

Travel Costs

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

Procurement

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

Training and Exercise

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

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

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

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

Nonsupplanting Agreement

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

E-Verify

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

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

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

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.

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

Allowable Costs

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

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. RESEARCH AND DEVELOPMENT

The Subrecipient agrees and understands that this award is not for Research and Development.

IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

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

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
 - January 15** (for the period from October 1– December 31)
 - April 15** (for the period from January 1 – March 31)
 - July 15** (for the period from April 1 – June 30)
 - October 15** (for the period from July 1 – September 30)
- d) Final Quarterly Report:

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

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

 - a. In case of equipment disposition:

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

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

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

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

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

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

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

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's 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.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

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

Article B – Acceptance of Post Award Changes

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

Article C - Procurement of Recovered Materials

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

Article D - Whistleblower Protection Act

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

Article E - Use of DHS Seal, Logo and Flags

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

Article F - USA Patriot Act of 2001

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

Article G – Universal Identifier and System of Award Management (SAM)

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

Article H - Reporting of Matters Related to Recipient Integrity and Performance

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

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article J - Trafficking Victims Protection Act of 2000

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

Article K - Terrorist Financing

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

Article L - SAFECOM

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

Article M - Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170,

Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

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

Article O - Copyright

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

Article P - Civil Rights Act of 1964 - Title VI

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

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

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

Article R - Americans with Disabilities Act of 1990

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

Article S - Age Discrimination Act of 1975

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

Article T - Activities Conducted Abroad

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

Article U - Acknowledgement of Federal Funding from DHS

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

Article V - DHS Specific Acknowledgements and Assurances

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

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article X - Patents and Intellectual Property Rights

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

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

Article Z – National Environmental Policy Act

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

Article AA - Lobbying Prohibitions

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

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

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

Article AC - Hotel and Motel Fire Safety Act of 1990

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

Article AD - Fly America Act of 1974

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

Article AE - Federal Leadership on Reducing Text Messaging while Driving

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

Article AF - Federal Debt Status

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

Article AG - False Claims Act and Program Fraud Civil Remedies

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

Article AH - Energy Policy and Conservation Act

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

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

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

Article AJ - Duplication of Benefits

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

Article AK - Drug-Free Workplace Regulations

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

Article AL - Civil Rights Act of 1968

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

Article AM - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:
 - a. Procure or obtain any equipment, system, or service that uses “covered telecommunications equipment or services” (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
2. For purposes of this Article AM “covered telecommunications equipment or services” means:
 - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.
3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

Article AN - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall

be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

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

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but

not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

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

XXV. LICENSING

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

XXVI. SECTARIAN REQUESTS

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

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXX. INDEMNIFICATION

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

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

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

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the

AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXIII. PARAGRAPH HEADINGS

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

XXXIV. COUNTERPARTS

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

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs.

XXXVII. NOTICES

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

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

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

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

Grants Program Administrator, LaMar Brown

Enter Title, First & Last Name Above

Buckeye Police Department

Enter Agency Name Above

21699 W. Yuma Road, Suite 104

Enter Street Address Above

Buckeye, AZ 85326

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Buckeye Police Department

Enter Agency Name Above

Authorized Signature Above
Police Chief, Larry Hall
Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Susan Dzubanko, Deputy Director

Date _____

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

RESOLUTION NO. 84-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR FUNDING OF EQUIPMENT AND TRAINING NEEDED TO INCREASE SUPPORT OF THE CITY'S CHEMICAL BIOLOGICAL RADIOLOGICAL NUCLEAR AND EXPLOSIVES UNIT (CBRNE) AND RAPID RESPONSE TEAM (RRT); AUTHORIZING THE ACCEPTANCE OF THE RESULTING GRANT AWARD; AND AUTHORIZING THE CITY MANAGER AND CITY POLICE CHIEF TO EXECUTE AND DELIVER THE RESULTING AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, acting by and through its Police Department (the "City") submitted a grant application to the State of Arizona, Department of Homeland Security ("AZDOHS") for the FY 2021-2022 Urban Area Security Initiative Grant for funding to obtain equipment and training needed to increase support of the City's Chemical Biological Radiological Nuclear and Explosives Unit (CBRNE) and Rapid Response Team (RRT), which will enhance the City's ability to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and natural disasters (the "Grant Application"); and

WHEREAS, the City Council desires to approve the submission of the Grant Application and authorize the acceptance of any resulting grant award.

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

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

Section 2. The City Council hereby (i) approves the submission of the Grant Application to AZDOHS, (ii) authorizes the acceptance of any resulting Grant Award and (iii) authorizes the execution of the resulting subrecipient agreement between AZDOHS and the City's Police Department (the "Agreement") relating to the acceptance and administration of the Grant Award.

Section 3. The City Police Chief is hereby authorized and directed to cause the performance by the City of the activities and obligations as set for in the Agreement.

Section 4. The Mayor, the City Manager, the City Police Chief, the City Clerk, and the City Attorney are hereby authorized and directed to execute any and all documents and any other necessary or desirable instruments connected with the Grant Application 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 2nd day of November, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

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

MEETING DATE: 11/02/21	AGENDA ITEM: 6.E. Amendment to the Southwest Family Advocacy Center IGA
DATE PREPARED: 10/29/21	DISTRICT NO.: ALL
STAFF LIAISON: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-5438	
DEPARTMENT: Police	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 85-21 approving the First Amendment to an Intergovernmental Agreement for the provision of integrated services to children and families; and authorizing the Mayor to execute and deliver said Amendment and related documents on behalf of the City.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Extending the term of the current IGA between the City of Avondale, City of Goodyear, City of Buckeye, Maricopa County, and the Department of Child Safety. The IGA governs the use of the Southwest Family Advocacy Center by the Department of Child Safety to provide integrated services to children and families.

BENEFITS:

The IGA extension will allow the Department of Child Safety to continue to participate and provide shared counseling services for children and families at the Southwest Family Advocacy Center. The City of Buckeye partnering with the City of Goodyear, City of Avondale, Maricopa County, and Department of Child Safety provides multiple resources for children and families requiring services such as more efficient and specialized medical and mental health services and referrals; accessible and comprehensive victim services.

FUTURE ACTION:

Future action has not been determined.

FINANCIAL IMPACT STATEMENT:

City of Buckeye total cost for the Southwest Family Advocacy Center (SWFAC) is \$330,00 per year. This amendment deals with Arizona Department of Child Safety (DCS) and will not impact the City of Buckeye's costs.

CURRENT FISCAL YEAR TOTAL COST:

none

BUDGETED:

Yes

FISCAL YEAR:

2022

FUND/DEPARTMENT:

10002121 - 520040

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

ATTACHMENTS:

[IGA - Southwest Family Advocacy Center IGA amendment.pdf](#)

[RES 85-21 IGA Extension for SWFAC.pdf](#)

[2015-09-22 IGA, D-6-43, Department of Child Safety.pdf](#)

[2018-10-08 IGA, D-3-15, City of Avondale. City of Goodyear, AZ Dept. Child Safety.pdf](#)

**FIRST AMENDMENT
TO
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
AMONG
CITY OF AVONDALE, CITY OF BUCKEYE,
CITY OF GOODYEAR, MARICOPA COUNTY
AND
ARIZONA DEPARTMENT OF CHILD SAFETY
TO
PROVIDE INTEGRATED SERVICES TO CHILDREN AND FAMILIES**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this "First Amendment") is entered into as of the last signature date below, between the City of Avondale, an Arizona municipal corporation (the "City"), the City of Buckeye, an Arizona municipal corporation ("Buckeye"), the City of Goodyear, an Arizona municipal corporation ("Goodyear"), Maricopa County, Arizona, an Arizona municipal corporation, acting by and through the Maricopa County Sheriff's Office ("Maricopa") and the State of Arizona, Department of Child Safety ("DCS") to provide integrated services to children and families at the Southwest Family Advocacy Center located at 2333 N. Pebble Creek Parkway, Suite A-200, Goodyear, Arizona 85395 (the "Center"). Avondale, Buckeye, Goodyear and Maricopa are collectively referred to herein as the "Partnering Agencies." DCS and the Partnering Agencies are collectively referred to herein as the "Parties."

RECITALS

A. The Parties entered into that certain Intergovernmental Agreement, Contract No. 19-087C, dated October 8, 2018, for the Partnering Agencies to participate in the shared use of the Center with DCS for the provision of services for victims of child physical and sexual abuse (the "Agreement"). All capitalized terms not otherwise defined in this First Amendment have the same meanings as set forth in the Agreement.

B. The Parties desire to enter into this First Amendment to extend the term of the Agreement for the shared use of the Center.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2023 unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this First Amendment, the Parties affirmatively assert that (i) neither party is currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

4. Conflict of Interest. This First Amendment and the Agreement may be canceled by either party pursuant to ARIZ. REV. STAT. § 38-511.

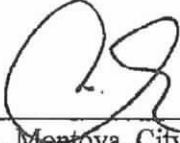
5. Counterparts. This First Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed original hereof.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"AVONDALE"

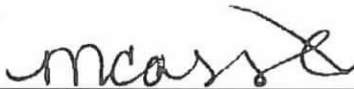
CITY OF AVONDALE,
an Arizona municipal corporation



Charles A. Montoya, City Manager

Date: 10/7/21

ATTEST:

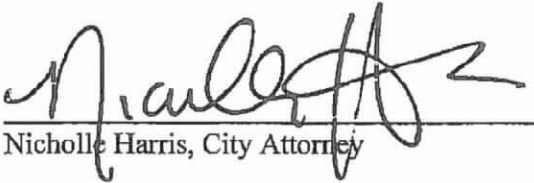


Marcella Carrillo, City Clerk



CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.



Nicholle Harris, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Buckeye”

CITY OF BUCKEYE,
an Arizona municipal corporation

Roger Klingler, City

Date:_____

Manager ATTEST:

Lucinda J. Aja, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Sheila Schmidt, City Attorney

[SIGNATURES CONTINUE OF FOLLOWING PAGES]

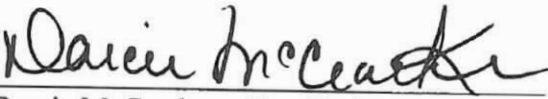
"Goodyear"

CITY OF GOODYEAR,
an Arizona municipal corporation


Julie Arendall, City Manager

Date: 12-14-2020

ATTEST:


Darcie McCracken, City Clerk



CERTIFICATION BY LEGAL COUNSEL

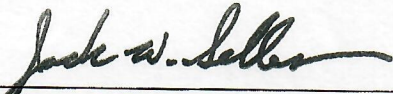
In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.


Roric Massey, City Attorney

[SIGNATURES CONTINUE OF FOLLOWING PAGES]

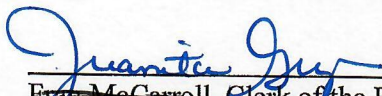
"County"

COUNTY OF MARICOPA, ARIZONA,
an Arizona municipal corporation


~~Clint Hickman~~, Chairman, Board of Supervisors
JACK SELLERS

Date: JAN 27 2021

ATTEST:


~~Fran McCarroll~~, Clerk of the Board 011321
Juanita Barza

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

**Davina
Bressler**

County Attorney

Digitally signed by Davina Bressler
DN: cn=Davina Bressler, o=MCAO,
ou=Civil Division,
email=bressler@mcao.maricopa.gov,
c=US
Date: 2021.01.19 13:33:37 -07'00'

[SIGNATURES CONTINUE OF FOLLOWING PAGE]

“DCS”

STATE OF ARIZONA, DEPARTMENT OF CHILD SAFETY,
an Arizona municipal corporation

By: _____

Date: _____

Name: _____

Title: _____

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Assistant Attorney General

RESOLUTION NO. 85-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF INTEGRATED SERVICES TO CHILDREN AND FAMILIES; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AMENDMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye is party to the Amended and Restated Intergovernmental Agreement Among City of Avondale, City of Buckeye, City of Goodyear, Maricopa County, and Arizona Department of Child Safety to Provide Integrated Services to Children and Families (the “IGA”); and

WHEREAS, the IGA allows the Arizona Department of Child Safety to participate in the shared use of the Southwest Family Advocacy Center, for the provision of services for victims of child physical and sexual abuse; and

WHEREAS, the services available at the Southwest Family Advocacy Center are of great benefit to the people of Buckeye, and a critical lifeline for many abuse victims.

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

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

Section 2. The document titled “First Amendment to Amended and Restated Intergovernmental Agreement Among City of Avondale, City of Buckeye, City of Goodyear, Maricopa County and Arizona Department of Child Safety to Provide Integrated Services to Children and Families” (the “First Amendment”) is hereby approved in substantially the form and substance on file with the City Clerk and which is incorporated herein by reference.

Section 3. The Mayor, the City Clerk, and the City Attorney are hereby authorized and directed to execute and deliver the First Amendment authorized in Section 2 of this Resolution, as well as any documents and other necessary or desirable instruments connected therewith, and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 2nd day of November, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

**INTERGOVERNMENTAL AGREEMENT
AMONG
CITY OF AVONDALE, CITY OF BUCKEYE,
CITY OF GOODYEAR, MARICOPA COUNTY
AND
ARIZONA DEPARTMENT OF CHILD SAFETY
TO
PROVIDE INTEGRATED SERVICES TO CHILDREN AND FAMILIES**

This Intergovernmental Agreement (this "Agreement") is entered into as of the Effective Date, among the City of Avondale, an Arizona municipal corporation ("Avondale"), the City of Buckeye, an Arizona municipal corporation ("Buckeye"), the City of Goodyear, an Arizona municipal corporation ("Goodyear") and Maricopa County, Arizona, an Arizona municipal corporation, acting by and through the Maricopa County Sheriff's Office ("Maricopa") and the State of Arizona, Department of Child Safety ("DCS") to provide integrated services to children and families at the Southwest Family Advocacy Center located at 2333 N. Pebble Creek Parkway, Suite A-200, Goodyear, Arizona 85395 (the "Center"). Avondale, Buckeye, Goodyear and Maricopa are collectively referred to herein as the "Partnering Agencies."

RECITALS

WHEREAS, DCS is mandated pursuant to A.R.S. § 8-451 to protect children by investigating reports of abuse and neglect, promoting the safety of a child in a permanent home and coordinating services to strengthen the family and prevent, intervene in and treat abuse and neglect of children; and

WHEREAS, the Partnering Agencies operate the Center to provide a multi-disciplinary team approach to issues affecting domestic violence victims in the southwest valley; and

WHEREAS, the Partnering Agencies desire to participate in the shared use of the Center with DCS for the provision of services for victims of child physical and sexual abuse; and

WHEREAS, the Partnering Agencies and DCS desire to enter into this Agreement to set forth the responsibilities and obligations of the parties with respect to DCS's use of the Center; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and DCS is duly authorized to execute and administer contracts pursuant A.R.S. § 8-453.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **DCS USE OF CENTER**

A. DCS Space

1. **Generally.** The Partnering Agencies agree to provide space at the Center to DCS in exchange for the delivery of expedited multi-level service in order to facilitate and assist DCS in the mission of successfully engaging children and families to ensure safety, strengthen families and achieve permanency.
2. **Standards.** The Center will provide a quality standard working environment, which will provide protection of the general health and welfare of DCS employees and will comply with the Uniform Building Code, Americans with Disabilities Act, National Fire Protection Agency Code and any other codes or ordinances enforced by the local jurisdiction.
3. **Amount of Space.** The Center will provide DCS one office space and eight modular workstations, completely furnished and with a telephone, but without a computer or printer. DCS shall provide its own computers and equipment as set forth in Section B.6 below.
4. **Budget.** The Partnering Agencies and DCS will meet annually to discuss the continuance of this Agreement and future contributions by DCS to the operating budget of the Center.

B. Operations

1. **Center Operations.** All parties to this Agreement agree to comply with the provisions of the Center's Policy & Procedures Manual and the Maricopa County Protocol for the Investigation of Child Abuse.
2. **DCS Participation.** A DCS supervisor, investigative unit and administrative assistant will be co-located at the Center. DCS caseworkers with investigative responsibilities shall be present for forensic interviews of cases they are investigating in collaboration with law enforcement. A DCS supervisor and caseworker will participate in the Multidisciplinary Team (MDT) case review at the Center through discussion and sharing of information regarding the investigation, case status and services needed by the child and the family.
3. **DCS Statistics.** DCS will provide to the Center director statistical information necessary for the National Children's Alliance and the Arizona Child and Family Advocacy Network statistical submissions semi-annually. DCS will participate in the Center's Family Advocacy Center Tracking System (FACTS) by reviewing

their cases collaboratively worked with Center law enforcement and by updating the case status for each case worked in collaboration with law enforcement.

4. Coordination. The DCS supervisor will participate in supervisor meetings with the Center director and other Center supervisors monthly. DCS shall communicate timely with the Center director regarding staff changes and other information that affects DCS's use of the Center.
5. Case Assignment. DCS shall assign all criminal conduct child abuse cases that are being investigated by law enforcement and that are brought to the Center to DCS caseworkers co-located at the Center so they may be investigated collaboratively and staffed through the MDT.
6. Computer and Office Equipment. DCS shall provide and use its own office equipment and computer systems. Upon termination of this Agreement, DCS shall remove its equipment and computer systems from the Center. The Partnering Agencies agree to provide access to the internet for use by DCS, subject to the requirements of the Avondale Information Technology Department.
7. Telephone. The Partnering Agencies agree to provide telephone service to DCS at the Center. The Partnering Agencies and DCS agree to share access to the Center telephone system, but the Center will not provide DCS with access to long distance telephone service.
8. Maintenance. DCS shall be responsible for maintaining its own equipment and computer systems. All parties to this Agreement shall clean up any waste or spills caused by such party. All damages caused by DCS employees to the Center property and or furnishings owned by the Partnering Agencies shall be replaced by DCS or the cost of such reimbursed to the Partnering Agencies by DCS.

2. TERM, RENEWAL AND TERMINATION

- A. Term. This Agreement shall be effective upon the date of the last signature below (the "Effective Date") and shall remain in full force and effect until June 30, 2018. This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties in writing signed by persons duly authorized to enter into contracts on behalf of the parties.
- B. Termination. The Partnering Agencies and DCS may terminate this Agreement with or without cause upon 30 days written notice to the other parties. In the event any Partnering Agency terminates its participation in the Center Intergovernmental Agreement, then that Partnering Agency also terminates its participation in this Agreement. In the event DCS terminates this Agreement, DCS shall vacate the Center premises within 30 days of the Partnering Agencies receipt of said written notice to terminate.

- C. Continuation Subject to Appropriation. Each party 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 such party's then current fiscal year. Each party's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the party concerning budgeted purposes and appropriation of funds. Should either party elect not to appropriate and budget funds to pay its 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 such party shall be relieved of any subsequent obligation under this Agreement. The parties agree that each party has no obligation or duty of good faith to budget or appropriate the payment of the party's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Each party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of either party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of such party. The parties hereby waive any and all rights to bring any claim against each other from or relating in any way to either party's termination of this Agreement pursuant to this section.

3. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") 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 or personal injury (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the Partnering Agencies shall cause their contractor(s) and subcontractors, if any, to defend, indemnify and hold harmless the 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 "Indemnatee") 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 Partnering Agencies' 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or

willful acts or omissions of the Indemnatee, 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.

4. **INSURANCE**

The State of Arizona is self-insured per A.R.S. § 41-621. The Partnering Agencies will provide for their respective financial responsibilities related to liability arising out of this Agreement by the purchase of insurance or through the provisions of a self-funded insurance program.

5. **AUDIT OF RECORDS**

Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of this Agreement. All records shall be subject to inspection and audit by either party at reasonable times. Upon request, any party shall produce the original of any or all such records.

6. **CONFLICT OF INTEREST**

The requirements of A.R.S. § 38-511 apply to this Agreement. Any party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either party is, at any time while this Agreement or any extension is in effect, an employee or agent of the other party with respect to the subject matter of this Agreement.

7. **NON-DISCRIMINATION**

All parties shall comply with Executive Order 2009-9, which mandates 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 regulations, including the Americans with Disabilities Act. All parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

8. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT**

To the extent applicable under A.R.S. § 41-4401, each party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each party has the right to inspect the papers of the other Party or its subcontractors participating in this Agreement to ensure compliance with this paragraph. A party's or its subcontractors' breach of the above-mentioned warranty shall be deemed a

material breach of the Agreement and may result in the termination of the Agreement by a non-breaching party under the terms of this Agreement.

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the other party may be subject to penalties up to and including termination of this Agreement.

9. **APPLICABLE LAW**

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

10. **LEGAL OBLIGATIONS**

This Agreement does not relieve either party of any obligation or responsibility imposed upon it by law.

11. **ARBITRATION**

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement 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.

12. **WAIVER AND MODIFICATION**

None of the provisions of this Agreement may be waived, changed, altered or amended except in writing signed by persons duly authorized to enter into contracts on behalf of the parties.

13. **ASSIGNMENT**

No right or interest in this Agreement shall be assigned or delegated by a party to this Agreement without prior, written permission of the other parties to this Agreement, signed by person duly authorized to enter into contracts on behalf of the parties.

14. **NOTICES**

All notices, claims, request, and demands under this Agreement shall be in writing and served in person by U.S. Mail, registered or certified, return receipt, postage prepaid, to the address set forth below or at such other address as shall be indicated in writing by such party. Service by certified mail will be deemed to occur three business days after being placed in the U.S. Mail, properly addressed with sufficient postage. In person notice shall be deemed received when delivered to such party.

If to Avondale:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: David Fitzhugh, City Manager
If to Buckeye:	City of Buckeye 530 East Monroe Avenue Buckeye, Arizona 85326 Attn: Stephen Cleveland, City Manager
If to Goodyear:	City of Goodyear 190 North Litchfield Road Goodyear, Arizona 85338 Attn: Brian Dalke, City Manager
If to Maricopa County:	Maricopa County 301 West Jefferson Street Phoenix, Arizona 85003 Attn: Tom Manos, County Manager
If to DCS:	Department of Child Safety 3003 North Central Avenue, Site Code C010-21A Phoenix, Arizona 85007 Attn: Alex Ong, Deputy Assistant Director

15. **WORKER'S COMPENSATION**

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

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

16. **COUNTERPARTS**

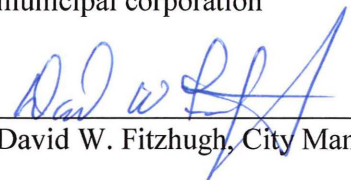
This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed original hereof.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation



David W. Fitzhugh, City Manager

Date: 9/22/15

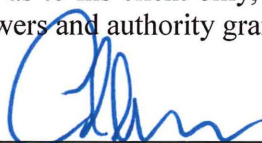
ATTEST:



Carmen Martinez, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.



Andrew J. McGuire, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

"Buckeye"

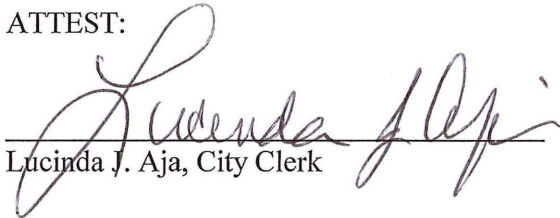
CITY OF BUCKEYE, an Arizona
municipal corporation



Stephen S. Cleveland, City Manager

Date: 12-1-2015

ATTEST:



Lucinda J. Aja, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

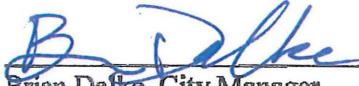


Scott W. Ruby, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

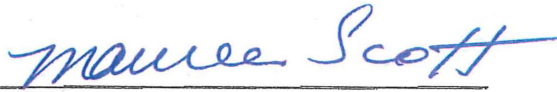
"Goodyear"

CITY OF GOODYEAR, an Arizona
municipal corporation


Brian Dalke, City Manager

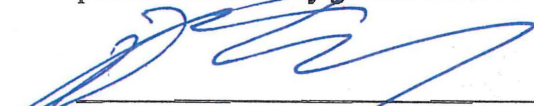
Date: 11/17/15

ATTEST:


Maureen Scott, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.


Roric V. Massey, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"County"

COUNTY OF MARICOPA, ARIZONA, an Arizona
municipal corporation

By: 

Name: STEVE CHUCRI

Title: CHAIRMAN BOARD OF SUPERVISORS

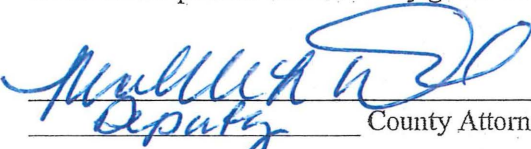
Date: NOV 09 2015

ATTEST:


Fran McCarroll, Clerk of the Board 110415

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.


Deputy County Attorney

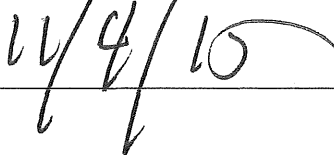
“DCS”

STATE OF ARIZONA, DEPARTMENT OF CHILD SAFETY



Michael Dellner, Deputy Director of Business Operations

Date: _____



CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

 10/21/15

Assistant Attorney General

**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
AMONG
CITY OF AVONDALE, CITY OF BUCKEYE,
CITY OF GOODYEAR, MARICOPA COUNTY
AND
ARIZONA DEPARTMENT OF CHILD SAFETY
TO
PROVIDE INTEGRATED SERVICES TO CHILDREN AND FAMILIES**

This Intergovernmental Agreement (this “Agreement”) is entered into as of the Effective Date, among the City of Avondale, an Arizona municipal corporation (“Avondale”), the City of Buckeye, an Arizona municipal corporation (“Buckeye”), the City of Goodyear, an Arizona municipal corporation (“Goodyear”) and Maricopa County, Arizona, an Arizona municipal corporation, acting by and through the Maricopa County Sheriff’s Office (“Maricopa”) and the State of Arizona, Department of Child Safety (“DCS”) to provide integrated services to children and families at the Southwest Family Advocacy Center located at 2333 N. Pebble Creek Parkway, Suite A-200, Goodyear, Arizona 85395 (the “Center”). Avondale, Buckeye, Goodyear and Maricopa are collectively referred to herein as the “Partnering Agencies.”

RECITALS

WHEREAS, DCS is mandated pursuant to A.R.S. § 8-451 to protect children by investigating reports of abuse and neglect, promoting the safety of a child in a permanent home and coordinating services to strengthen the family and prevent, intervene in and treat abuse and neglect of children; and

WHEREAS, the Partnering Agencies operate the Center to provide a multi-disciplinary team approach to issues affecting child abuse victims in the southwest valley; and

WHEREAS, the Partnering Agencies desire to participate in the shared use of the Center with DCS for the provision of services for victims of child physical and sexual abuse; and

WHEREAS, the Partnering Agencies and DCS desire to enter into this Agreement to set forth the responsibilities and obligations of the parties with respect to DCS’s use of the Center; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and DCS is duly authorized to execute and administer contracts pursuant A.R.S. § 8-453.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **DCS USE OF CENTER**

A. DCS Space

1. Generally. The Partnering Agencies agree to provide office space at the Center to DCS in exchange for the delivery of expedited multi-level service in order to facilitate and assist DCS in the mission of successfully engaging children and families to ensure safety, strengthen families and achieve permanency.
2. Standards. The Center will provide a quality standard working environment, which will provide protection of the general health and welfare of DCS employees and will comply with the Uniform Building Code, Americans with Disabilities Act, National Fire Protection Agency Code and any other codes or ordinances enforced by the local jurisdiction.
3. Amount of Space. The Center will provide DCS one office space and six modular workstations, furnished with a telephone, but without a computer or printer. DCS shall provide its own computers and equipment as set forth in Section B.6. below.

B. Operations

1. Center Operations. All parties to this Agreement agree to comply with the provisions of the Center's Policy & Procedures Manual and the Maricopa County Protocol for the Investigation of Child Abuse.
2. DCS Participation. A DCS supervisor and investigative unit will be co-located at the Center. DCS caseworkers with investigative responsibilities shall be present for forensic interviews of cases they are investigating in collaboration with law enforcement. A DCS supervisor and caseworkers will participate in the Multidisciplinary Team (MDT) case review at the Center through discussion and sharing of information regarding the investigation, case status and services needed by the child and the family.
3. DCS Statistics. DCS will provide to the Center director statistical information necessary for the National Children's Alliance and the Arizona Child and Family Advocacy Network statistical submissions semi-annually. DCS will participate in the Center's Family Advocacy Center Tracking System by reviewing their cases collaboratively worked with Center law enforcement and by updating the case status for each case worked in collaboration with law enforcement.
4. Coordination. The DCS supervisor will participate in supervisor meetings with the Center director and other Center supervisors monthly. DCS shall

communicate timely with the Center director regarding staff changes and other information that affects DCS's use of the Center.

5. Case Assignment. DCS shall assign all criminal conduct child abuse cases that are being investigated by law enforcement and that are brought to the Center to DCS caseworkers co-located at the Center so they may be investigated collaboratively and staffed through the MDT.
6. Computer and Office Equipment and Supplies. DCS shall provide and use its own office equipment and computer systems. DCS shall provide and pay for all of its office supplies and a multi-function copy machine. DCS shall reimburse the Partnering Agencies for the cost of purchasing office furniture for the DCS Supervisor's office. Upon termination of this Agreement, DCS shall remove its equipment and computer systems from the Center. The Partnering Agencies agree to provide access to the internet for use by DCS, subject to the requirements of the Avondale Information Technology Department.
7. Telephone. The Partnering Agencies agree to provide telephone service to DCS at the Center. The Partnering Agencies and DCS agree to share access to the Center telephone system, but the Center will not provide DCS with access to long distance telephone service.
8. Maintenance. DCS shall be responsible for maintaining its own equipment and computer systems. All parties to this Agreement shall clean up any waste or spills caused by such party. All damages caused by DCS employees to the Center property and or furnishings owned by the Partnering Agencies shall be replaced by DCS or the cost of such reimbursed to the Partnering Agencies by DCS.

2. TERM, RENEWAL AND TERMINATION

- A. Term. This Agreement shall be effective upon the date of the last signature below (the "Effective Date") and shall remain in full force and effect until June 30, 2020. This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties in writing signed by persons duly authorized to enter into contracts on behalf of the parties.
- B. Termination. The Partnering Agencies and DCS may terminate this Agreement with or without cause upon 30 days written notice to the other parties. In the event any Partnering Agency terminates its participation in the Center Intergovernmental Agreement, then that Partnering Agency also terminates its participation in this Agreement. In the event DCS terminates this Agreement, DCS shall vacate the Center premises within 30 days of the Partnering Agencies receipt of said written notice to terminate.
- C. Continuation Subject to Appropriation. Each party 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 such party's then current fiscal year. Each party's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the party concerning budgeted purposes and appropriation of funds. Should either party elect not to appropriate and budget funds to pay its 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 such party shall be relieved of any subsequent obligation under this Agreement. The parties agree that each party has no obligation or duty of good faith to budget or appropriate the payment of the party's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Each party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of either party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of such party. The parties hereby waive any and all rights to bring any claim against each other from or relating in any way to either party's termination of this Agreement pursuant to this section.

3. **INDEMNIFICATION**

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 or personal injury (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.

In addition, the Partnering Agencies shall cause their contractor(s) and subcontractors, if any, to defend, indemnify and hold harmless the 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 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 Partnering Agencies' 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.

4. **INSURANCE**

The State of Arizona is self-insured per A.R.S. § 41-621. The Partnering Agencies will provide for their respective financial responsibilities related to liability arising out of this Agreement by the purchase of insurance or through the provisions of a self-funded insurance program.

5. **AUDIT OF RECORDS**

Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all data, books and other records (“records”) relating to this Agreement for a period of five years after completion of this Agreement. All records shall be subject to inspection and audit by either party at reasonable times. Upon request, any party shall produce the original of any or all such records.

6. **CONFLICT OF INTEREST**

The requirements of A.R.S. § 38-511 apply to this Agreement. Any party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either party is, at any time while this Agreement or any extension is in effect, an employee or agent of the other party with respect to the subject matter of this Agreement.

7. **NON-DISCRIMINATION**

All parties shall comply with Executive Order 2009-9, which mandates 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 regulations, including the Americans with Disabilities Act. All parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

8. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT**

To the extent applicable under A.R.S. § 41-4401, each party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each party has the right to inspect the papers of the other Party or its subcontractors participating in this Agreement to ensure compliance with this paragraph. A party’s or its subcontractors’ breach of the above-mentioned warranty shall be deemed a

material breach of the Agreement and may result in the termination of the Agreement by a non-breaching party under the terms of this Agreement.

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the other party may be subject to penalties up to and including termination of this Agreement.

9. **APPLICABLE LAW**

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

10. **LEGAL OBLIGATIONS**

This Agreement does not relieve either party of any obligation or responsibility imposed upon it by law.

11. **ARBITRATION**

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement 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.

12. **WAIVER AND MODIFICATION**

None of the provisions of this Agreement may be waived, changed, altered or amended except in writing signed by persons duly authorized to enter into contracts on behalf of the parties.

13. **ASSIGNMENT**

No right or interest in this Agreement shall be assigned or delegated by a party to this Agreement without prior, written permission of the other parties to this Agreement, signed by person duly authorized to enter into contracts on behalf of the parties.

14. **NOTICES**

All notices, claims, request, and demands under this Agreement shall be in writing and served in person by U.S. Mail, registered or certified, return receipt, postage prepaid, to the address set forth below or at such other address as shall be indicated in writing by such party. Service by certified mail will be deemed to occur three business days after being placed in the U.S. Mail, properly addressed with sufficient postage. In person notice shall be deemed received when delivered to such party.

If to Avondale:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Charles Montoya, City Manager
If to Buckeye:	City of Buckeye 530 East Monroe Avenue Buckeye, Arizona 85326 Attn: Roger Klingler, City Manager
If to Goodyear:	City of Goodyear 190 North Litchfield Road Goodyear, Arizona 85338 Attn: Julie Arendall, City Manager
If to Maricopa County:	Maricopa County 301 West Jefferson Street Phoenix, Arizona 85003 Attn: Joy Rich, County Manager
If to DCS:	Department of Child Safety 3003 North Central Avenue, Site Code C010-21A Phoenix, Arizona 85007 Attn: Alex Ong, Deputy Assistant Director

15. **WORKER'S COMPENSATION**

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

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

16. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed original hereof.

17. **ENTIRE AGREEMENT; INTERPRETATION; PAROL EVIDENCE.**

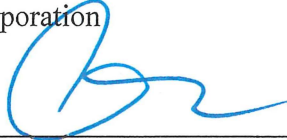
This Agreement represents the entire agreement of the parties with respect to its subject matter hereof, and all agreements, whether oral or written, entered into prior to this Agreement with respect to the subject matter hereof are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last signature set forth below (the "Effective Date").

"Avondale"

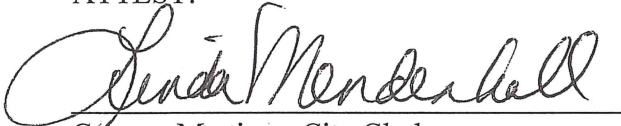
CITY OF AVONDALE, an Arizona
municipal corporation



Charles Montoya, City Manager

Date: 10/8/18

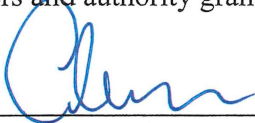
ATTEST:



~~Carmen Martinez~~, City Clerk
Linda Mendenhall, Acting

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.



Andrew J. McGuire, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

"Buckeye"

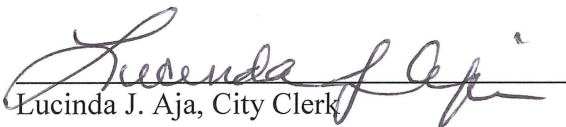
CITY OF BUCKEYE, an Arizona
municipal corporation



Roger Klingler, City Manager

Date: 09/18/2018

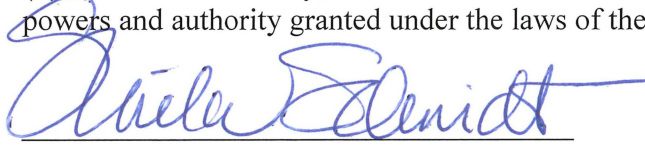
ATTEST:



Lucinda J. Aja, City Clerk

CERTIFICATION BY LEGAL COUNSEL

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Sheila Schmidt, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

"Goodyear"

CITY OF GOODYEAR, an Arizona
municipal corporation

Wyndie J. Reed for
Julie Arendall, City Manager

Date: 9.26.2018

ATTEST:

Darcie McCracken
Darcie McCracken, City Clerk



CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Roric V. Massey
Roric V. Massey, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

"County"

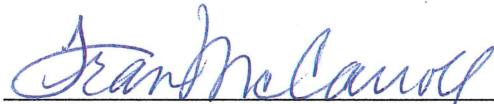
COUNTY OF MARICOPA, ARIZONA, an Arizona
municipal corporation



Steve Chucri, Chairman, Board of Supervisors

Date: AUG 29 2018

ATTEST:



Fran McCarroll, Clerk of the Board

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.



Darina Bressler County Attorney
for Colleen Conner

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"DCS"

STATE OF ARIZONA, DEPARTMENT OF CHILD SAFETY



Michael Faust, Deputy Director of Business Operations

Date: _____

4/23/19

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

 2-6-2019

Assistant Attorney General

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

MEETING DATE: 11/02/21	AGENDA ITEM: 6.F. Interagency Service Agreement (ISA) between Arizona Department of Transportation and Buckeye Police Department.
DATE PREPARED: 10/29/21	DISTRICT NO.: ALL
STAFF LIAISON: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-5438	
DEPARTMENT: Police	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 86-21 approving an Interagency Service Agreement between the Buckeye Police Department and Arizona Department of Transportation, relating to use of traffic and criminal software (TraCS); and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Agreement between Arizona Department of Transportation and BPD to use Traffic and Criminal software. The software assists in developing Arizona's custom safety data collection capabilities; which include crash, citation and other data entry forms (i.e., state standard data entry forms) for electronic capture by and transfer of data from law enforcement agencies to ADOT and the courts.

BENEFITS:

The software will allow BPD to access and share data vital to law enforcement activities. Data and documents are made available to BPD which will assist in enforcing and enhancing law enforcement services including forms, criminal and traffic tracking.

FUTURE ACTION:

No future action is required at this time

FINANCIAL IMPACT STATEMENT:

Access to the software is provided free of charge

CURRENT FISCAL YEAR TOTAL COST:

None

BUDGETED:

No

FISCAL YEAR:

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

ATTACHMENTS:

[ISA with ADOT AzTraCS Use.pdf](#)

[RES 86-21 ISA for AzTraCS Software.pdf](#)

INTERAGENCY SERVICE AGREEMENT

AzTraCS Use

Between

Arizona Department of Transportation

And

Buckeye Police Department

ADOT Contract Number: DT-ITG-2021-009

THIS AGREEMENT is entered into between the Arizona Department of Transportation (ADOT) and the **Buckeye Police Department** for the purpose of outlining responsibilities for the use of the software, state standard data entry forms, and associated data files, central-site database schema, XML Electronic Incident Data Submission (EIDS) and all associated documentation/ instructions (collectively hereinafter referred to as Arizona Traffic and Criminal Software, or AzTraCS).

WHEREAS, the Traffic and Criminal Software (TraCS) is licensed by the Iowa Department of Transportation for ADOT to develop Arizona's custom safety data collection capabilities; which include crash, citation and other data entry forms (i.e., state standard data entry forms) for the electronic capture by and transfer of data from law enforcement agencies to ADOT and the courts; and

WHEREAS, ADOT has entered into an agreement with the Iowa Department of Transportation (IDOT) for the ability to use certain software products (the "Master Agreement") known as the "Traffic and Criminal Software" ("TraCS Software"); and

WHEREAS, AGENCY is a governmental public safety agency within state of Arizona; and

WHEREAS, pursuant to the terms and conditions of the Master Agreement, ADOT desires to grant to AGENCY, and AGENCY desires to receive a non-exclusive, nontransferable, non-sub licensable license to use the object code version of the Licensed Software; and

WHEREAS, it is the intention of ADOT to provide AzTraCS to any law enforcement agency in Arizona free of charge, based on ADOT support staff availability and the AGENCY's ability to self-support; and

WHEREAS, A.R.S. § 28-410 authorizes ADOT to enter into an agreement for the maintenance and support for computer software distributed to other agencies or political subdivisions of this state: and

WHEREAS, upon mutual agreement, ADOT and AGENCY agree to the terms and definitions described below and on the following pages for the use of AzTraCS, in whole or in part.

THEREFORE, ADOT and AGENCY agree as follows:

SECTION I. TERMS OF AGREEMENT

A. ADOT SHALL:

1. Grant to AGENCY, subject to the terms and conditions of this Sublicense, a nonexclusive, nontransferable, non-sub licensable license to use the object code version of the Licensed Software. The Licensed Software is to be used only on computers owned by the AGENCY and used only by employees of the AGENCY.

2. Grant to the AGENCY, subject to the terms and conditions of this Sublicense, a nonexclusive, nontransferable, non-sublicensable license to use the TraCS software trademark (the “Licensed Mark”) on and in conjunction with the Licensed Software and promotional materials for the Licensed Software.
3. Provide the current version of AzTraCS to the AGENCY at no cost to the AGENCY.
4. Establish, once AzTraCS begins statewide rollout, an AzTraCS steering committee comprised of AzTraCS user agency representatives to prioritize AzTraCS enhancements, functionality and form requests, issues, etc. ADOT will not permit any representatives on the AzTraCS steering committee from agencies that have not signed an AzTraCS Use Agreement.
5. Provide limited support to answer questions during the initial setup of AzTraCS. The support is limited to two designated persons within the AGENCY and shall include:
 - a. Assisting AGENCY SME or IT to install and configure additional TraCS workstations.
 - b. Assisting AGENCY SME or IT to create initial users accounts.
 - c. Dedicated ADOT Assistance during “go-live” week.
6. Review, prioritize and schedule change requests for inclusion in future software releases. Change requests for state provided form enhancements or any component of AzTraCS shall be directed to ADOT. Any enhancement that requires funding will be the responsibility of the AGENCY to obtain the necessary financing. If the enhancement benefits multiple agencies, ADOT will assist in securing funding. No matter where funding comes from, ADOT and/or its contractors will make all changes to AzTraCS.
7. Support the use of the AzTraCS system by offering one “train the trainer” type training session, which will be held at an agreed upon site not to exceed two days in length. This will be an in-depth, technical training session, which should be attended by members of the AGENCY staff, to include law enforcement personnel who will be using the AzTraCS program and those designated to serve in the roles of system administrators, trainers, installers and supporters.
8. Provide training and installation documentation, an AzTraCS User Guide, an AzTraCS Technical Guide, and System Administration manual on a CD-ROM or in other electronic format.
9. Provide programming development, enhancements, deployment and ongoing support of AzTraCS.
 - a. Address those AzTraCS application issues that cannot be resolved by the Town SME and the Town IT staff.
 - b. Escalate any requests that cannot be resolved by ADOT IT to the National TraCS Support.
 - c. Acknowledge and assign a support ticket for requests received via AZTraCSSupport@azdot.gov or called in Toll Free at 1-833 458-7227.
 - d. Support Issues will be addressed within:
 - i. 24 hours for issues impacting production environment.
 - ii. 5 business days for issues impacting test/development environment.
10. Provide software releases bug fixes and other updates on CD-ROM or in other electronic format. One CD will be provided to the designated contact within the AGENCY.
11. Support AzTraCS administrative requirements including funding for licensing, marketing and other managerial support.

12. Maintain all parts of AzTraCS under ADOT's control. "Maintenance" means support, upkeep, repair and periodic duplication or "back-up" of records in order to safeguard the data. The AGENCY will take reasonable measures to prevent or correct system trouble with any portion of the system "under their control". If the AGENCY determines any system trouble to be under ADOT control, it will notify and work with the proper ADOT representative.
13. Develop a process for forms development in conjunction with AGENCY.
14. Be the sole contractor and sole contact agency with Technology Enterprise Group, approved vendor of Iowa TraCS.

B. AGENCY SHALL:

1. Not distribute, license, lease or sell, whole or part, AzTraCS to any other entity. This agreement is only for the use of AzTraCS by the AGENCY.
2. Not use any part of AzTraCS with any other application software without prior written approval from ADOT.
3. Not alter the state provided form(s) and AzTraCS database in any way without express written approval from ADOT.
4. Not introduce custom system enhancements during the AGENCY implementation phase.
5. Coordinate the use of AzTraCS with local courts.
6. Designate two AGENCY contacts (one sworn and one IT staff) for: problem resolution, transmission issues, training "train-the-trainer"); and to make appropriate personnel available for training.
7. Provide feedback to ADOT on request, including copies of all collected data and other essential data files. This data will only be used by ADOT for research, testing, debugging and development purposes, and will not be released to the general public.
8. Participate in the electronic transfer of data, via the XML Electronic Incident Data Submission (EIDS) capabilities built into AzTraCS. This data will then be transferred to ADOT, AOC, etc. for processing.
9. Notify ADOT of any newly developed AGENCY forms and to share such forms with ADOT upon request.
10. Deploy data file updates, as well as any new AzTraCS software releases within 30 days of receipt.
11. Supply, configure, administer and provide first-line support for all hardware (such as laptops, server, barcode scanners and printers), central-site database and secure network connectivity enabling the use of AzTraCS and/or XML EIDS.
12. Manage, support and ensure security is properly implemented within AzTraCS.
13. Provide ADOT with a software viewer for any diagramming tool software employed with AzTraCS.
14. Adhere to State data classification and handling policies and standards.
15. Maintain a current ADOT Data Access/Exchange Agreement.

16. Provide all necessary software and all necessary hardware including servers, workstations, laptops and peripherals prior to the start of the project.
17. Maintain all parts of AzTraCS under AGENCY's control. The portion of the system "under Agency control" includes:
 - a. The hardware and operating system associated with the in-vehicle equipment.
 - b. The hardware, database and operating system associated with the central- site AzTraCS computer.
 - c. Backup & restoration of all system and crash data."Maintenance" means support, upkeep, repair and periodic duplication or "back-up" of records in order to safeguard the data. The AGENCY will take reasonable measures to prevent or correct system trouble with any portion of the system "under their control". If the AGENCY determines any system trouble to be under state control, it will notify and work with the proper state representative.
18. AGENCY shall provide a minimum of one sworn member and one IT staff to sit on the TraCS forms committee and attend quarterly user's group meetings.

C. EFFECTIVE DATE

1. This Agreement will become effective upon proper execution and will remain in effect for the duration of the program, unless sooner terminated in accordance with the provisions of this Agreement.

D. AMENDMENT AND TERMINATION

1. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
2. Any Amendment to this Agreement shall be in writing and shall be signed by both parties.
3. Either party may terminate this Agreement for failure, by the other party, to perform the duties of the Agreement, following issuance of a fifteen day written, notification of default and a thirty day advance written notice of termination. Both parties to the Agreement shall make a reasonable effort to resolve the default or claim of default, prior to issuance of the termination notice.
 - a. This Sublicense automatically terminates at the termination of the Master Agreement between ADOT and IDOT. If automatic termination occurs, AGENCY will be provided a 45 day period to cease any and all use of the Licensed Software ("Phase Out Period").
 - b. At the end of the Phase Out Period, AGENCY shall immediately stop using the Licensed Software and promptly return to ADOT all copies of the Licensed Software or certify that all copies have been destroyed.
4. Pursuant to A.R.S. § 38-511, ADOT may cancel this Agreement without penalty or further obligation in the event any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of ADOT is, or becomes at any time while the Agreement or an extension or renewal of the Agreement is in effect, an employee of or a consultant to any party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the AGENCY receives written notice of the cancellation unless the notice specifies a later time. ADOT may, by written notice to the AGENCY, immediately terminate this Agreement if ADOT determines that employment or a gratuity was offered or given by AGENCY or any agent or representative of AGENCY to any officer or employee of ADOT for the purpose of influencing the securing of the Agreement, an amendment of the Agreement, or favorable treatment concerning the Agreement, including the making of any determination or decision regarding Agreement performance.

5. ADOT may cancel this Agreement without penalty or further obligation in the event adequate funding is no longer available. The cancellation shall be effective when AGENCY receives written notice of the cancellation unless the notice specifies a later time.

E. MISCELLANEOUS

1. The AGENCY acknowledges that the Licensed Software contains Intellectual Property belonging to the Iowa Department of Transportation, and that access to this Intellectual Property is conditioned upon the terms and conditions of this Sublicense. Intellectual Property includes any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world ("Intellectual Property"). Such Intellectual Property is entrusted to the AGENCY for use as expressly authorized under this Sublicense. To the extent the Intellectual Property is confidential or proprietary; AGENCY shall hold said Intellectual Property in confidence. Under no circumstances shall AGENCY, among other infringing acts, decompile, reverse engineer, or "unlock" (as the term is generally used in the industry) any part of the Licensed Software. AGENCY shall not modify or tamper with the Licensed Software source or object code. Any and all use of the Licensed Software shall be in accordance with the various marking provisions required by the Patent, Trademark and Copyright Act.
2. The Licensed Software is provided "as is" and without any warranty of any kind, express or implied, including but not limited to, warranties of non-infringement, performance, merchantability, or fitness for a particular purpose.
3. In no event shall the Iowa Department of Transportation or ADOT be liable for any damages whatsoever (including, without limitation, indirect, incidental, special or consequential damages including lost profits, business interruption, loss of information, or other loss) arising out of this Sublicense or AGENCY's use or inability to use the Licensed Software.
4. AGENCY shall comply with Executive Order 99-4, which mandates 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 regulations, including the Americans with Disabilities Act. AGENCY shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

SECTION II. PROJECT IMPLEMENTATION

1. Phase 1 - Pre-Implementation Planning Meeting:
 - a. ADOT and AGENCY personnel (both sworn and IT) will hold a project kickoff meeting to:
 - i. Establish key roles and responsibilities
 - ii. Agency PM / ADOT PM
 - iii. Functional Leads Agency / ADOT
 - iv. Technical Leads Agency / ADOT
 - v. Process Refinement
 - vi. Analyze current process / system environments
 - vii. Establish user requirements
 - viii. Establish application requirements
 - ix. Establish Project Timeline

2. Phase 2 - Application Administration / SME Training:
 - a. The AGENCY SME and IT must review all AzTraCS Documentation to gain a general understanding of the platform, features and available configuration options.
 - b. The AGENCY SME and IT will gather user requirements and identify the AzTraCS user base.
 - c. The AGENCY IT will design the AzTraCS environment based on the AGENCY'S requirements.
 - d. ADOT IT will provide training on the AzTraCS Configuration Manager, ADOT Utilities and Database Administration.
3. Phase 3 - Installation / Initial Configuration:
 - a. The AGENCY IT will install and configure the database server for AzTraCS.
 - b. The AGENCY IT will install and configure the AzTraCS Master workstation.
 - c. The AGENCY IT will install and configure peripheral devices that they supply and desire to use (B/C scanners, printers, GPS, etc...)
 - d. The AGENCY IT will install and configure at least one AzTraCS regular workstation
 - e. The AGENCY IT will configure AzTraCS Transmission Utility interfaces to ADOT, AOC, and any other services required by the agency (RMS, etc...)
4. Phase 4 - Use Acceptance Testing (UAT):
 - a. The AGENCY IT and ADOT IT will participate in end-to-end testing of the AzTraCS configuration.
 - b. Both the AGENCY IT and ADOT IT will signoff that the AzTraCS system is configured properly and ready to proceed to the next phase.
5. Phase 5 – End User Training:
 - a. As referenced in #6 on page 4, ADOT will offer one “train the trainer” type training session, which will be held at an agreed upon site not to exceed two days in length. This will be an in-depth, technical training session, which should be attended by members of the AGENCY staff, to include law enforcement personnel who will be using the AzTraCS program and those designated to serve in the roles of system administrators, trainers, installers and supporters.
6. Phase 6 – Rollout:
 - a. ADOT IT will assist the AGENCY IT with the installation and configuration of additional TraCS workstations.
 - b. ADOT IT will assist the AGENCY IT or SME will create initial users accounts.
7. Phase 7 - Ongoing Support :
 - a. The AGENCY IT or the SME will manage user access (new users, change existing, etc...).
 - b. The AGENCY SME will provide first level support.
 - c. The AGENCY IT will provide second level support for issues not resolved by the SME.
 - d. The AGENCY IT or SME will then forward any unresolved AzTraCS Application issues to ADOT.
 - e. ADOT IT Support will:
 - i. Address those AzTraCS application issues that cannot be resolved by the AGENCY SME and IT staff.
 - ii. Escalate any requests that cannot be resolved by ADOT IT to the National TraCS Support
 - iii. Acknowledge and assign a support ticket for requests received via AZTraCSSupport@azdot.gov or called in Toll Free at 1-833 458-7227.
 - iv. Support Issues will be addressed within:
 1. 24 hours for issues impacting production environment
 2. 5 business days for issues impacting test/development environment

SECTION III. AUTHORIZATION

IN WITNESS THEREOF, the parties hereto agree to carry out the terms of this Agreement.

Arizona Department of Transportation

Signature of Authorized Individual

Steven L. West

Typed Name

Chief Information Officer

Title

Date of Signature

Approved as to form:

Signature of Authorized Individual

Shiela Schmidt

Typed Name

City Attorney

Title

November 2, 2021

Date of Signature

Additional Required Signatory:

Signature of Authorized Individual

Lucinda Aja

Typed Name

City Clerk

Title

November 2, 2021

Date of Signature

Agency

Signature of Authorized Individual

Eric Orsborn

Typed Name

Mayor

Title

November 2, 2021

Date of Signature

Additional Required Signatory:

Signature of Authorized Individual

Larry Hall

Typed Name

Police Chief

Title

November 2, 2021

Date of Signature

Additional Required Signatory:

Signature of Authorized Individual

Chris Williams

Typed Name

Procurement Manager

Title

November 2, 2021

Date of Signature

SECTION IV. POINTS OF CONTACT

ADOT Primary:

Tim Jordan
AzTraCS Project Coordinator
206 S. 17th Avenue, Suite 119
MD 119A
Phoenix, AZ 85007
Email: tjordan@azdot.gov
Phone: 602-712-7487

AGENCY Primary:

Robert Sanders
Assistant Chief
21699 Yuma Road, Ste 104
Buckeye, AZ
623-349-6430
rsanders@buckeyeaz.gov

ADOT Secondary:

Trey Crane
Crash Data Systems Manager
206 S. 17th Avenue, Suite 119
MD 119A
Phoenix, AZ 85007
Email: gcrane@azdot.gov
Phone: 520-838-2711

AGENCY Secondary:

Greg Platacz
Director
21699 Yuma Road, Ste 104
Buckeye, AZ
623-349-6556
rsanders@buckeyeaz.gov

RESOLUTION NO. 86-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN INTERAGENCY SERVICE AGREEMENT BETWEEN THE BUCKEYE POLICE DEPARTMENT AND ARIZONA DEPARTMENT OF TRANSPORTATION, RELATING TO USE OF TRAFFIC AND CRIMINAL SOFTWARE (TraCS); AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, the Arizona Department of Transportation (“ADOT”) in partnership with the Iowa Department of Transportation (the “IDOT”), has developed AzTraCS, a public safety software solution based on IDOT’s Traffic and Criminal Software (“TraCS”); and

WHEREAS, the Buckeye Police Department (the “BPD”) wishes to access AzTraCS, to allow for better data sharing and information management; and

WHEREAS, ADOT is willing to make AzTraCS available to the BPD, free of charge, and to provide appropriate training and administrative support for the BPD’s implementation of AzTraCS; and

WHEREAS, to initiate this new partnership, it is appropriate for ADOT and the BPD to agree on certain terms, including terms related to the protection of IDOT’s propriety information.

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

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

Section 2. The document titled “Interagency Service Agreement AzTraCS Use Between Arizona Department of Transportation and Buckeye Police Department” is hereby approved in substantially the form and substance on file with the City Clerk and which is incorporated herein by reference.

Section 3. The Mayor, the City Clerk, and the City Attorney are hereby authorized and directed to execute all documents and other necessary or desirable instruments connected with the Interagency Service Agreement authorized in Section 2 of this Resolution, 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 2nd day of November, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

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

MEETING DATE: 11/02/21	AGENDA ITEM: 6.G. Termination of Facility Lease with Girl Scout Cotton Blossom Council Lease at 902 E Monroe Avenue
DATE PREPARED: 10/29/21	DISTRICT NO.: 2
STAFF LIAISON: Scott Lowe, Public Works Director, slowe@buckeyeaz.gov, (623) 349-6815	
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 request by the Girl Scout Cotton Blossom Council to terminate the lease of the facility located at 902 East Monroe Avenue effective November 2, 2021.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The Town of Buckeye entered into a lease agreement with the Cotton Blossom Council of the Girl Scouts on 1 June 1995 for the use of the 480 square foot building located at 902 E. Monroe Avenue. The lease was for an indefinite period of time. The Girl Scouts have actively used the building since that time. They no longer have use of the facility and have requested to terminate the lease. They have also merged the Cotton Blossom Council to the current Cactus Pine-Lakota Blossom of the Girl Scouts. A copy of the original lease is attached as well as the official letter from the Girl Scouts Arizona, Cactus-Pine.

BENEFITS:

Termination of the lease gives the City use of this building once again.

FUTURE ACTION:

Inspect and make necessary repairs, put utilities in the City of Buckeye name.

FINANCIAL IMPACT STATEMENT:

Repairs to the building after taking custody, then ongoing maintenance

CURRENT FISCAL YEAR TOTAL COST:

Unknown

BUDGETED:

No

FISCAL YEAR:

2021-2022

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

ATTACHMENTS:

[L E-2-10 Girl Scouts of Cotton Blossom.pdf](#)

[Scan 59.pdf](#)

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P. 02

LEASE AGREEMENT

Lease made JUNE 1, 1995, between the TOWN OF BUCKEYE, a municipal corporation, having its office at 100 N. Apache, Buckeye, Arizona, 85323, herein referred to as "Lessor", and GIRLSGIRLS OF COTTON BLOSSOM herein referred to as "Lessee".

RECITALS

1. Lessor is the sole owner of the premises described below, and desires to lease the premises to a suitable Lessee for business purposes.

2. Lessee desires to lease the premises for the purpose of conducting a business of _____.

3. The parties desire to enter a lease agreement defining their rights, duties, and liabilities relating to the premises.

In consideration of the mutual covenants contained herein, the parties agree as follows:

**SECTION ONE
SUBJECT AND PURPOSE**

Lessor leases the building and land located at 902 Monroe, and more particularly described as follows:

Old Chamber Office

to Lessee for Lessee's use as follows: _____

**SECTION TWO
TERM AND RENT**

Lessor demises the above premises for a term of one (1) year, commencing N/A, 1995, and terminating on N/A, 1995, or sooner as provided herein, at the monthly rental of N/A Dollars (\$ N/A), payable in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor at the address specified above. Lessee shall pay the rent as specified herein and in Section Three hereof.

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P. 03

SECTION THREE ADDITIONAL RENT

N/A All taxes, charges, costs, and expenses that Lessee assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of Lessee or failure by Lessee to comply with the terms and conditions of this lease shall be deemed to be additional rent, and, in the event of nonpayment, Lessor shall have all the rights and remedies as herein provided for failure to pay rent.

SECTION FOUR ALTERATIONS, ADDITIONS AND IMPROVEMENTS

a. No alterations, additions or improvements in and to the demised premises and the building shall be made by Lessee without obtaining the prior, written consent of Lessor. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value of the building on the premises, or change the purposes for which the building, or any part thereof, may be used.

b. All alterations, additions or improvements shall be at Lessee's own expense.

c. All alterations, additions, and improvements on or in the demised premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the demised premises and the sole property of Lessor, except that all moveable trade fixtures installed by Lessee shall be and remain the property of Lessee.

SECTION FIVE REPAIRS

Lessee shall, at all times during the lease and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, all buildings and any improvements, additions, and alterations thereto, on the demised premises, and shall use all reasonable precaution to prevent waste, damage, or injury to the demised premises.

SECTION SIX TAXES

N/A Lessee shall pay on or before the last day on which payment may be made without penalty or interest, all taxes, assessments, or other governmental charges that shall or may during the lease term be imposed on, or arise in connection with the use of, the demised premises or any part thereof. Lessee shall pay all taxes assessed in lieu of or in addition to the foregoing under all present or future laws of all governmental authorities whatsoever. Lessee shall have the right to apply for the conversion of any special assessment for local improvements in order to cause the same to be payable in installments, and on the conversion Lessee shall be obligated to pay only those installments that may become due during the lease. Lessee shall within sixty (60) days after the time provided for the payment of any tax or other governmental charge by Lessee, produce and exhibit to Lessor satisfactory

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P. 04

evidence of the payment. It is the intention of the parties that the rent herein is net rental, and Lessor shall receive the same free from all taxes that are made payable by Lessee.

SECTION SEVEN UTILITIES

All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, garbage, gas, electricity, and telephone services.

SECTION EIGHT SECURITY DEPOSIT

Lessee shall deposit Negotiable Dollars (\$) with Lessor, which amount shall be held by Lessor as security for the full and timely performance by Lessee of the terms and conditions herein and for the payment of any final judgment that may be rendered against Lessee for a breach of those terms and conditions. No interest shall be paid on the deposit. The rights of Lessor against Lessee for a breach of this lease shall in no way be limited or restricted by this security deposit, but Lessor shall have the absolute right to pursue any available remedy to protect its interests herein, as if this security deposit had not been made. The deposit shall be returned to Lessee at the expiration of this lease provided that all the terms and conditions herein contained have been fully performed by Lessee. Should the demised premises be sold, Lessor may transfer or deliver this security deposit to the purchaser of the interest, and Lessor shall then be discharged from any further liability with respect to the security deposit.

SECTION NINE INSURANCE

a. During the term of the lease and for any further time that Lessee shall hold the demised premises, Lessee shall obtain and maintain at his expense the following types and amounts of insurance:

(1) **Fire Insurance.** Lessor will keep the buildings insured against loss or damage by fire or other casualty. If Lessee desires any loss or damage insurance covering Lessee's interests, Lessee will purchase said insurance at Lessee's expense.

(2) **Personal Injury and Property Damage Insurance.** Insurance against liability for bodily injury and property damage, all to be in amounts and in forms of insurance policies as may from time to time be required by Lessor, shall be provided by Lessee.

(3) **Other Insurance.** Lessee shall provide and keep in force other insurance in amounts that may from time to time be required by Lessor against other insurable hazards as are commonly insured against for the type of business activity that Lessee will conduct.

b. All insurance provided by Lessee as required by this section shall be carried in favor of Lessor and Lessee as their respective interests may appear, and in the case of insurance against damage to the demised premises by fire or other casualty, shall provide

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P.05

that loss, if any, shall be adjusted with and be payable to Lessor. All insurance shall be written with responsible companies that Lessor shall approve, and the policies shall be held by Lessor in which case copies of the policies or certificates of insurance shall be delivered by Lessee to Lessor. All policies shall require thirty (30) days' notice by registered mail to Lessor of any cancellation or change affecting any interest of Lessor.

c. All insurance provided by Lessee shall have Lessor as an additional named insured in all of said insurance policies.

SECTION TEN UNLAWFUL OR DANGEROUS ACTIVITY

Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful, disreputable, or ultrahazardous business purpose nor operate or conduct his business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, disreputable, or ultrahazardous use, take action to halt such activity.

SECTION ELEVEN INDEMNITY

Lessee shall indemnify Lessor against all expense, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials, or alterations of buildings or improvements thereon.

SECTION TWELVE DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this lease by Lessee:

- (1) If Lessee, or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act.
- (2) If Lessee shall fail to pay Lessor any rent or additional rent when the rent shall become due.
- (3) If Lessee shall fail to perform or comply with any of the conditions of this lease and if the nonperformance shall continue for a period of thirty (30) days after notice thereof by Lessor to Lessee.
- (4) If Lessee shall vacate or abandon the demised premises.
- (5) If this lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.

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P. 86

(6) If Lessee fails to take possession of the demised premises on the term commencement date.

SECTION THIRTEEN EFFECT OF DEFAULT

In the event of any default hereunder, as set forth in Section Twelve, the rights of Lessor shall be as follows:

(1) Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title, and interest of Lessee hereunder, by giving to Lessee not less than ten (10) days' notice of the cancellation and termination. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises, and the reasonable rental value of the premises over the balance of this lease, which sum shall be immediately due Lessor from Lessee.

(2) Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as

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P. 87

**SECTION FIFTEEN
ACCESS TO PREMISES; SIGNS POSTED BY LESSOR**

Lessee shall permit Lessor or its agents to enter the demised premises at all reasonable hours to inspect the premises or make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this lease, and also to show the premises to prospective buyers. At any time prior to expiration of the term, Lessor may show the premises to persons wishing to rent the premises. Lessee shall, within two (2) months prior to expiration of the term, permit the usual notices of "For Rent" and "For Sale" to be placed on the demised premises and to remain thereon without hindrance.

**SECTION SIXTEEN
QUIET ENJOYMENT**

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

**SECTION SEVENTEEN
LIABILITY OF LESSOR**

Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee. The provisions herein permitting Lessor to enter and inspect the demised premises are made to insure that Lessee is in compliance with the terms and conditions hereof. Lessor shall not be liable to Lessee for any entry on the premises for inspection purposes.

**SECTION EIGHTEEN
REPRESENTATIONS BY LESSOR**

At the commencement of the term Lessee shall accept the buildings and improvements and any equipment in their existing condition and state of repair, and Lessee agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of Lessor in respect thereto except as contained in the provisions of this lease, and Lessor shall in no event be liable for any latent defects.

**SECTION NINETEEN
WAIVERS**

The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that Lessor may have regarding that specific instance, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

08/20/2007 11:43 AM HHNS

6233266106

P.08

**SECTION TWENTY
NOTICE**

All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

**SECTION TWENTY-ONE
ASSIGNMENT, MORTGAGE, OR SUBLEASE**

Neither Lessee nor his successors or assigns shall assign, mortgage, pledge, or encumber this lease or sublet the demised premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance.

**SECTION TWENTY-TWO
TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS**

This lease contains the entire Agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

**SECTION TWENTY-THREE
APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

0235555105

P. 14

Public Notice

Notice is hereby given that the Town of Buckeye is accepting sealed offers for lease of premises located at 904 Monroe Avenue (the former Chamber of Commerce office). Interested persons may obtain packets at the Buckeye Town Hall, 100 N. Apache. Offers will be accepted until 4:30 pm, Friday December 23, 1994.


Fred Carpenter, Town Clerk

BUH
12/2
12/15

San
12/7
12/14

**TOWN OF BUCKEYE
COUNCIL MINUTES
REGULAR MEETING**

May 2, 1995

Call to Order/Pledge of Allegiance

The meeting was called to order at 7:00 p.m. by Mayor Schettino who led the Pledge of Allegiance.

Roll Call

Councilmembers Present: Joseph Schettino, Ben Travis, Henry Dvojack, Mike Baker, Joe Amabisca, Tim Grandy, and Bob Bryant

Staff Present: Delbert Self, Steve Dagilis, Mary Miller, Mike Osterfeld, Jeanine Guy, and Cheryl Sedig.

Approval of Minutes

Moved by Councilman Baker, Seconded by Councilman Dvojack, to approve the minutes of the April 18, 1995 regular meeting as written. The motion passed unanimously.

Proclamations

Mayor Schettino shared that proclamations supporting a DRUG FREE COMMUNITY and Tuesday, May 9, 1995 as NATIONAL TEACHERS DAY were proclaimed.

Comments from the Public

None.

Unfinished Business

The Town Council considered the hiring of Rex T. Hinshaw as Architect to provide certain basic services to the Town relative to building an addition to the Town Library. Town Manager, Delbert Self, shared the need to utilize the services of an Architect after reviewing certain sections of the Arizona Revised Statutes. Following a discussion regarding fees, Councilman Mike Baker made a motion to direct staff to negotiate a contract with Rex Hinshaw for Architectural services. Seconded by Vice Mayor Bob Bryant. Motion carried unanimously.

New Business

The Town Council considered a request from the Rotary Club for a special event liquor license for May 26, 1995. Councilman Ben Travis made a motion to approve the request. Seconded by Councilman Tim Grandy. Motion carried unanimously.

Resolution 12-95 Abandoning an Easement which is no longer necessary for Public Use was presented for consideration. Councilman Henry Dvojack made a motion to adopt this resolution by title only. Seconded by Vice Mayor Bob Bryant. Motion carried unanimously.

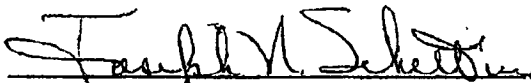
~~A request from Sunni Black, Coordinator of the Cotton Blossom Neighborhood of Girl Scouts, to utilize the Old Chamber of Commerce Building at no charge was considered. After a brief discussion, Councilman Ben Travis made a motion to approve the request with the understanding that the use would be subject to a 60 day notice of non-use, as well as the requirement of providing a current certificate of insurance to the Town and that all utilities were to be paid by the Girl Scouts. Seconded by Vice Mayor Bob Bryant. Motion carried unanimously.~~

Next, the Council discussed the disposition of funds that now exist in our Teen Center Bank Account. The Council generally agreed that the funds should be utilized by the Pal Program.

Town Manager, Self, shared the purchasing of Airport Land would occur Friday, May 5, 1995. A six month loan at 7% will be utilized through the Stockmans Bank. Reimbursement from the Federal Aviation Administration should not require over 60 days.

Councilman Mike Baker made a motion to approve payment of the Town Bills, Seconded by Councilman Henry Dvojack. Motion carried unanimously.

Adjournment - With no further business, Councilman Baker made a motion to adjourn at approximately 7:24 p.m. Seconded by Councilman Dvojack. Motion carried unanimously.


Mayor Joseph N. Schettino

ATTEST:


Delbert Self, Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of the Town of Buckeye held on the 2nd day of May, 1995. I further certify that the meeting was duly called and held and that a quorum was present.


Delbert Self, Town Clerk

10/7/2021

Scott Lowe

Town of Buckeye-100 N. Apache Buckeye AZ 85323

Girl Scouts-Arizona Cactus-Pine
119 E Coronado Road
Phoenix, AZ 85004

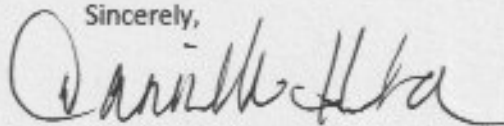
602.452.7000
800.352.6133
F 602.452.7100

girlscoutsaz.org

Dear Scott,

Please terminate our lease effective immediately for 902 Monroe. The lease was signed under the Girl Scouts Arizona cactus Pine of Cotton Blossom. Since then, we have merged that neighborhood and it is now Girl Scouts Arizona Cactus Pine-Lakota Blossom.

Sincerely,



Dannielle Huerta

Member Support Executive

Girl Scouts Arizona Cactus Pine-Lakota Blossom

Office-602.452.7000

Cell-480.352.4656

Email-dhuerta@girlscoutsaz.org

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

MEETING DATE: 11/02/21	AGENDA ITEM: 6.H. FY20/21 Prisoner Transport Vehicle Purchase
DATE PREPARED: 10/29/21	DISTRICT NO.:
STAFF LIAISON: Scott Lowe, Director, slowe@buckeyeaz.gov, (623) 349-6815	
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 budgeted purchase of a Prisoner Transport vehicle for the Police Department in an amount not to exceed \$160,000.00 for one cab and chassis and one prisoner transport body.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:

The Public Works department is requests approval to purchase an additional Prisoner Transport Vehicle on behalf of the Police Department. The purchase is budgeted in the Fiscal Year 2021-2022 annual appropriation with a total cost not-to-exceed \$160,000. The purchases will be made through various Cooperative Agreements; including the asset and capitalization as follows:

FY21/22

10002121-541210 – Police Department

San Tan Ford – AZ State Contract# ADSP017-166124

LSH Lights/Kenco - City of Mesa Contract# 2018084

Braun Industries – Sourcewell contract# 022118-BGN

Note: Only Ford is taking orders currently, both General Motors and Dodge have ended their ordering period for Heavy Duty chassis.

BENEFITS:

The current growth rate that Buckeye is experiencing has created the need for an additional Prisoner Transport unit. This unit will be used by the Police Department to transport detainees to and from court appearances at Maricopa Superior Court or to the 4th Avenue jail in downtown Phoenix.

The current Prisoner Transport vehicle has experienced excessive miles which justifies the needs for a second unit with the Police Department. The current Prisoner Transport vehicle is just 3 years old and is quickly approaching 100,000 miles, this unit is averaging 33,000 miles per year.

Dependable fleet equipment is crucial to ensure that Public Safety is capable of providing services to the residents of the City of Buckeye while ensuring safety and achieving minimal cost in doing so. As vehicles progress in their life expectancy, components become prone to increase breakdowns which increases the life cycle maintenance cost while also leads to increases in vehicle downtime. Higher mileage vehicles are more likely to incur major component failures such as engines or transmissions, these type of failures are not only expensive to the Fleet but it hinders staffs ability to provide services to the residents in a timely manner and fulfilling the mission of the city departments.

FUTURE ACTION:

Lead time for delivery of vehicle can range from three months to a year depending on the complexity of the specification of the equipment once ordered by the Fleet Management Division of Public Works. Due to the microchip shortage GM has already stopped accepting orders for 2022 Heavy Duty models and Dodge is not accepting any truck order until the 2023 model year. Ford is the only manufacturer that a chassis can be ordered from at this time.

FINANCIAL IMPACT STATEMENT:

The procurement of Prisoner Transport Vehicle will not exceed the amount of \$160,000. The acquisition of vehicles will be performed through various Government and State contracts to not only purchase the asset but to also perform the necessary capitalization of vehicle for in-service to the Police Department staff.

FY21/22

10002121-541210 – Police Department

San Tan Ford – AZ State Contract# ADSP017-166124

LSH Lights/Kenco - City of Mesa Contract# 2018084

Braun Industries – Sourcewell contract# 022118-BGN

CURRENT FISCAL YEAR TOTAL COST:

\$160,000.00

FY21/22

10002121-541210 – Police Department

San Tan Ford – AZ State Contract# ADSP017-166124

LSH Lights/Kenco - City of Mesa Contract# 2018084

Braun Industries – Sourcewell contract# 022118-BGN

BUDGETED:

Yes

FISCAL YEAR:

FY21/22

FUND/DEPARTMENT:

10002121-541210

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

ATTACHMENTS:

[2022 F450 Super Cab 4X2 with 84in CA 10-19-21.pdf](#)

[Buckeye PD_Prop_5-26-21.pdf](#)

[2678-5_BUCKEYE_PD AS BUILT.pdf](#)

Prepared for: Beth Casillas, Fleet Manager, City of Buckeye

Office: 623-349-6840 | Mobile: 623-224-7517

Email: bcasillas@buckeyeaz.gov

End User FIN Code: QR271

Ship to:

Beth Casillas, City of Buckeye

2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)

Price Level: 240



Client Proposal

Prepared by:

Joe Sanchez

Office: 480-621-3741

Email: joesanchez@santanford.com

Quote ID: 101921-1

Date: 10/19/2021



San Tan Ford | 1429 East Motorplex Loop, Gilbert, Arizona, 852970410

Office: 480-821-3200 | Fax: 480-988-1601

**Government Fleet Account Manager**

Joe Sanchez (480) 621-3741

joesanchez@santanford.com

Department Fax (480) 621-3796

Date: October 19, 2021Customer: City of BuckeyeLine Item/State Contract #: X4G / ADSP017-166124Vehicle Description: 2022 Ford F450 Super Cab 4X2 with 84" CAwith 6.7L Diesel Engine

	Base Bid Price	\$38,102.00
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Upgrade Options

1	6.7L Diesel Engine	9,325.00
2	4.10 Limited Slip Rear Axle	360.00
3	Spare Tire/Wheel	350.00
4	Power Equipment Group	Standard on Contract
5	Trailer Brake Controller	270.00
6	Platform Running Boards	445.00
7	Rear View Camera & Prep Kit	415.00
8	Exterior Backup Alarm	140.00
9	Ambulance Prep Package	1,205.00
10	Cruise Control	Standard on Contract
11	Window Tint	250.00
12	4 Keys with 2 FOBS	Standard on Contract
13		
14		
15		
16		
17		
18		
19		
20		

\$12,760.00

Bid Price (with options)	\$50,862.00
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Tire Tax	7.00
Sales Tax (7.80%)	3,967.24

Ford Extended Service PlanTransportation Fee

Total Delivered Price	\$54,836.24
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Notes:

Thank You,
Joe

Prepared for: Beth Casillas

Fleet Manager, City of Buckeye

Prepared by: Joe Sanchez

10/19/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)

Price Level: 240 | Quote ID: 101921-1

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X4G	Base Vehicle Price (X4G)	\$43,230.00
Packages		
650A	Order Code 650A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - GVWR: 16,500 lb Payload Package - Tires: 225/70Rx19.5G BSW A/P - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries	\$9,325.00
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>	Included
X4N	Limited Slip w/4.10 Axle Ratio	\$360.00
STDGV	GVWR: 16,500 lb Payload Package	Included
Wheels & Tires		
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
512	Spare Tire, Wheel & Jack Required in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> - 6-Ton Hydraulic Jack	\$350.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Beth Casillas

Fleet Manager, City of Buckeye

Prepared by: Joe Sanchez

10/19/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)

Price Level: 240 | Quote ID: 101921-1

As Configured Vehicle (cont'd)

Code	Description	MSRP
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	\$100.00
Other Options		
PAINT	Monotone Paint Application	STD
192WB	192" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i> <i>Includes:</i> <i>- SYNC Communications & Entertainment System</i> <i>Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i>	Included
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> <i>- Accessory Delay</i> <i>- Advanced Security Pack</i> <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> <i>- Folding Trailer Tow Mirrors w/Power Heated Glass</i> <i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> <i>- MyKey</i> <i>Includes owner controls feature.</i> <i>- Power Front & Rear Side Windows</i> <i>Includes 1-touch up/down driver/passenger window.</i> <i>- Power Locks</i> <i>- Remote Keyless Entry</i>	\$915.00
61J	6-Ton Hydraulic Jack Required in Rhode Island.	Included
98R	Operator Commanded Regeneration	Included
67B	397 Amp Alternators	Included
63A	Utility Lighting System <i>Includes LED side-mirror spotlights.</i>	\$160.00
52B	Trailer Brake Controller <i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>	\$270.00
18B	Platform Running Boards	\$445.00
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	\$415.00

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Prepared for: Beth Casillas

Fleet Manager, City of Buckeye

Prepared by: Joe Sanchez

10/19/2021

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

**2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)**

Price Level: 240 | Quote ID: 101921-1

As Configured Vehicle (cont'd)

Code	Description	MSRP
153	Front License Plate Bracket Standard in states requiring 2 license plates and optional to all others.	N/C
76C	Exterior Backup Alarm (Pre-Installed)	\$140.00
Fleet Options		
47A	Ambulance Prep Package (LPO) Requires valid FIN code. <i>Includes upgraded front springs/GAWR rating, please see supplemental order guide, or visit fordbbas.com for complete details. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. Ford vehicles are suitable for producing ambulances only if equipped with the Ford Ambulance Prep Package. In addition, Ford urges ambulance manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and pertinent supplements). Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance voids the Ford warranty. Note: Stationary Elevated Idle Control (SEIC) has been integrated into the engine control module.</i> <i>Includes:</i> - 397 Amp Alternators - Operator Commanded Regeneration	\$1,205.00
525	Steering Wheel-Mounted Cruise Control (LPO) Requires valid FIN code.	\$235.00
Emissions		
425	50-State Emissions System	STD
Interior Color		
1S_02	Medium Earth Gray	N/C
Exterior Color		
Z1_01	Oxford White	N/C
SUBTOTAL		\$57,150.00
Destination Charge		\$1,695.00
TOTAL		\$58,845.00

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Prepared for: Beth Casillas

Fleet Manager, City of Buckeye

Prepared by: Joe Sanchez

10/19/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)

Price Level: 240 | Quote ID: 101921-1

Pricing Summary - Single Vehicle

MSRP*Vehicle Pricing*

Base Vehicle Price	\$43,230.00
Options	\$13,920.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Destination Charge	\$1,695.00
Subtotal	\$58,845.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	San Tan Ford Vehicle Discount	-\$8,233.00
Tint	Window Tint	\$250.00
Subtotal		\$50,862.00

Sales Taxes

Code	Description	MSRP
City Sales Tax	Gilbert Sales Tax	\$762.93
State Tax	Arizona State Sales Tax	\$3,204.31
Subtotal		\$54,829.24

Post-Tax Adjustments

Code	Description	MSRP
Tire Tax	Tire Tax	\$7.00
Subtotal		\$54,836.24
Total		\$54,836.24

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Prepared for: Beth Casillas

Fleet Manager, City of Buckeye

Prepared by: Joe Sanchez

10/19/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)

Price Level: 240 | Quote ID: 101921-1

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date

Prepared for: Beth Casillas

Fleet Manager, City of Buckeye

Prepared by: Joe Sanchez

10/19/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)

Price Level: 240 | Quote ID: 101921-1

Selected Equip & Specs

Dimensions

- Exterior length: 277.4"
- Exterior width: 80.0"
- Wheelbase: 192.0"
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Front legroom: 43.9"
- Front headroom: 40.8"
- Front hiproom: 62.5"
- Front shoulder room: 66.7"
- Passenger volume: 116.0cu.ft.
- Maximum cargo volume: 31.6cu.ft.
- Cab to axle: 84.0"
- Exterior height: 81.8"
- Front track: 74.8"
- Turning radius: 27.1'
- Min ground clearance: 8.2"
- Rear legroom: 33.5"
- Rear headroom: 40.3"
- Rear hiproom: 64.7"
- Rear shoulder room: 65.8"
- Cargo volume: 31.6cu.ft.

Powertrain

- * **Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection**
- federal
- Rear-wheel drive
- Fuel Economy Cty: N/A
- * **Recommended fuel : diesel**
- TorqShift 10 speed automatic transmission with overdrive
- * **Limited slip differential**
- Fuel Economy Highway: N/A

Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 19.5 x 6 argent steel wheels
- Dual rear wheels
- Rear DANA M300 rigid axle leaf spring suspension with anti-roll bar, HD shocks
- Hydraulic power-assist re-circulating ball Steering
- LT225/70SR19.5 GBSW AS front and rear tires

Body Exterior

- 4 doors
- Reverse opening right rear passenger
- * **Turn signal indicator in mirrors**
- Black bumpers
- Trailer harness
- Front and rear 19.5 x 6 wheels
- Reverse opening left rear passenger
- * **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator**
- Black door mirrors
- * **Side steps**
- Clearcoat paint
- 2 front tow hook(s)

Convenience

- Manual air conditioning with air filter
- * **Cruise control with steering wheel controls**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Beth Casillas

Fleet Manager, City of Buckeye

Prepared by: Joe Sanchez

10/19/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)

Price Level: 240 | Quote ID: 101921-1

Selected Equip & Specs (cont'd)

- * **Power windows**
- * **Driver and passenger 1-touch down**
 - Manual tilt steering wheel
 - Day-night rearview mirror
 - 911 Assist emergency SOS
 - AppLink smart device integration
 - Front and rear cupholders
 - Full overhead console
- * **Rear door bins**
- * **Driver and passenger 1-touch up**
- * **Remote power door locks with 2 stage unlock and illuminated entry**
 - Manual telescopic steering wheel
 - FordPass Connect 4G internet access
 - Wireless phone connectivity
 - 2 1st row LCD monitors
 - Passenger visor mirror
- * **Driver and passenger door bins**
 - Upfitter switches

Seats and Trim

- Seating capacity of 6
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- 60-40 folding rear split-bench seat
- Front 40-20-40 split-bench seat
- Manual driver lumbar support
- Centre front armrest with storage

* **Cloth seat upholstery**

Entertainment Features

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Streaming audio
- SYNC external memory control
- 4 speakers
- Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Light tinted windows
- Tachometer
- Outside temperature display
- Trip computer
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Compass

* **Camera(s) - rear**

- Trip odometer

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- * **Power remote door locks with 2 stage unlock and panic alarm**
- * **MyKey restricted driving mode**
 - 3 manually adjustable rear head restraints
- Brake assist
- Driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- * **Remote activated perimeter/approach lighting**
- * **Security system with SecuriLock immobilizer**
 - Manually adjustable front head restraints

Prepared for: Beth Casillas

Fleet Manager, City of Buckeye

Prepared by: Joe Sanchez

10/19/2021



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)

Price Level: 240 | Quote ID: 101921-1

Selected Equip & Specs (cont'd)**Dimensions***General Weights*

* Curb	8,188 lbs.	GVWR	16,500 lbs.
* Payload	8,590 lbs.		

Front Weights

* Front GAWR	7,000 lbs.	* Front curb weight	4,799 lbs.
Front axle capacity	7,000 lbs.	* Front spring rating	7,000 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

Rear GAWR	12,880 lbs.	* Rear curb weight	3,389 lbs.
Rear axle capacity	12,880 lbs.	Rear spring rating	13,660 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	* Brake controller	Yes
Trailer sway control	Yes		

General Trailering

* 5th-wheel towing capacity	23500 lbs.	* Gooseneck towing capacity	23500 lbs.
Towing capacity	17340 lbs.	* GCWR	32500 lbs.

Fuel Tank type

Capacity	40 gal.
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Off Road

Min ground clearance	8 "
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Interior cargo

Cargo volume	31.6 cu.ft.	Maximum cargo volume	31.6 cu.ft.
--------------------	-------------	----------------------------	-------------

Rear Frame

Height loaded	28 "	Height unloaded	35 "
---------------------	------	-----------------------	------

Powertrain*Engine Type*

* Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum
* Ignition	Compression	* Injection	Diesel direct injection
* Liters	6.7L	Orientation	Longitudinal

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Prepared for: Beth Casillas

Fleet Manager, City of Buckeye

Prepared by: Joe Sanchez

10/19/2021

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

**2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)**

Price Level: 240 | Quote ID: 101921-1

Selected Equip & Specs (cont'd)

* Recommended fuel	Diesel	* Valves per cylinder	4
Valvetrain	OHV	* Forced induction	Intercooled turbo

Engine Spec

* Bore	3.90"	* Compression ratio	15.8:1
* Displacement	406 cu.in.	* Stroke	4.25"

Engine Power

SAEJ1349 AUG2004 compliant	Yes	* Output	330 HP @ 2,600 RPM
* Torque	825 ft.-lb @ 2,000 RPM		

Alternator

* Type	Dual	* Amps	397
--------	-------------	--------	------------

Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	* Type	Dual

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.616
Reverse Gear ratios	4.866		

Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty		

Drive Type

Type	Rear-wheel
------	-------------------

Drive Feature

* Limited slip differential	Mechanical	Traction control	Driveline
-----------------------------	-------------------	------------------	------------------

Drive Axle

* Ratio	4.1
---------	------------

Exhaust

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**2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)**

Price Level: 240 | Quote ID: 101921-1

Selected Equip & Specs (cont'd)

Material	Stainless steel	System type	Single
<i>Emissions</i>			
CARB	Federal		
<i>Fuel Economy</i>			
*Fuel type	Diesel		
<i>Engine Retarder</i>			
*Type	Yes		

Driveability

<i>Brakes</i>			
ABS	4-wheel	ABS channels	3
Type	4-wheel disc	Vented discs	Front and rear
<i>Brake Assistance</i>			
Brake assist	Yes		
<i>Suspension Control</i>			
Ride	Firm		
<i>Front Suspension</i>			
Independence	Mono-beam non-independent	Anti-roll bar	Regular
<i>Front Spring</i>			
Type	Coil	* Grade	HD
<i>Front Shocks</i>			
Type	HD		
<i>Rear Suspension</i>			
Independence	DANA M300 rigid axle	Type	Leaf
Anti-roll bar	Regular		
<i>Rear Spring</i>			
Type	Leaf	Grade	HD
<i>Rear Shocks</i>			
Type	HD		
<i>Steering</i>			
Activation	Hydraulic power-assist	Type	Re-circulating ball
<i>Steering Specs</i>			
# of wheels	2		

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2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)

Price Level: 240 | Quote ID: 101921-1

Selected Equip & Specs (cont'd)**Exterior***Front Wheels*

Diameter 19.5" Width 6.00"

*Rear Wheels*Diameter 19.5" Width 6.00"
Dual Yes*Spare Wheels** **Wheel material** **Steel***Front and Rear Wheels*

Appearance Argent Material Steel

*Front Tires*Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm LT load rating G
RPM 647*Rear Tires*Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm LT load rating G
RPM 647*Spare Tire** **Mount** **Frame mounted** * **Type** **Full-size***Wheels*Front track 74.8" Rear track 74.0"
Turning radius 27.1' Wheelbase 192.0"
Rear tire outside width 93.9"*Body Features** **Front license plate bracket** **Yes** Front splash guards Yes
Body material Aluminum Side impact beams Yes
* **Side steps** **Yes** Front tow hook(s) 2*Body Doors*Door count 4 Left rear passenger Reverse opening
Right rear passenger Reverse opening

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**2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)**

Price Level: 240 | Quote ID: 101921-1

Selected Equip & Specs (cont'd)*Exterior Dimensions*

Length	277.4"	Body width	80.0"
Body height	81.8"	Cab to axle	84.0"
Axle to end of frame	47.2"	Frame section modulus	12.7cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	Cab to end of frame	131.2"
Front bumper to back of cab	146.3"		

Safety*Airbags*

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead	Safety Canopy System curtain 1st and 2nd row	Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

Seatbelt

Height adjustable	Front
-------------------------	-------

Security

* Immobilizer	SecuriLock	* Panic alarm	Yes
* Restricted driving mode	MyKey		

Seating*Passenger Capacity*

Capacity	6
----------------	---

Front Seats

Split	40-20-40	Type	Split-bench
-------------	----------	------------	-------------

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable
---------------	--------	------------	------------

Front Armrest

Centre	Yes	Storage	Yes
--------------	-----	---------------	-----

Rear Seats

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2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)

Price Level: 240 | Quote ID: 101921-1

Selected Equip & Specs (cont'd)

Descriptor Split-bench
 Folding 60-40
 Type Fixed

Facing Front
 Folding position Fold-up cushion

Rear Head Restraints

Control Manual
 Number 3

Type Adjustable

Front Seat Trim

* **Material** Cloth

* **Back material** Cloth

Rear Seat Trim Group

Material Vinyl

Back material Carpet

Convenience**AC And Heat Type**

Air conditioning Manual
 Underseat ducts Yes

Air filter Yes

Audio System

Radio AM/FM stereo
 Seek-scan Yes

Radio grade Regular
 External memory control SYNC

Audio Speakers

Speaker type Regular

Speakers 4

Audio Controls

Steering wheel controls Yes
 Streaming audio Bluetooth yes

Voice activation Yes

Audio Antenna

Type Fixed

LCD Monitors

1st row 2

Primary monitor size (inches) 4.2

Cruise Control

* **Cruise control** With steering wheel controls

Convenience Features

* **Retained accessory power** Yes
 Emergency SOS 911 Assist
 * **Back-up alarm** Yes
 Upfitter switches Yes

* **12V DC power outlet** 2
 Wireless phone connectivity Bluetooth
 Smart device integration App link

Door Lock Activation

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**2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)**

Price Level: 240 | Quote ID: 101921-1

Selected Equip & Specs (cont'd)***Type** **Power with 2 stage unlock*****Integrated key/remote** **Yes***** Remote** **Keyfob (front doors)****Door Locks Extra FOB Controls**

Remote engine start Smart device only

Instrumentation Type

Appearance Analog

Instrumentation Gauges

Tachometer Yes

*** Turbo/supercharger boost** **Yes**

Engine hour meter Yes

Engine temperature Yes

Transmission fluid temp Yes

Instrumentation Warnings

Oil pressure Yes

Battery Yes

Key Yes

Door ajar Yes

Brake fluid Yes

Engine temperature Yes

Lights on Yes

Low fuel Yes

Service interval Yes

Instrumentation Displays

Clock In-radio display

Exterior temp Yes

*** Camera(s) - rear** **Yes**

Compass Yes

Systems monitor Yes

Instrumentation Feature

Trip computer Yes

Trip odometer Yes

Steering Wheel Type

Material Urethane

Telescoping Manual

Tilting Manual

Front Side Windows*** Window 1st row activation** **Power****Windows Rear Side***** 2nd row activation** **Power****Window Features***** 1-touch down** **Driver and passenger***** 1-touch up** **Driver and passenger**

Tinted Light

Front Windshield

Wiper Variable intermittent

Prepared for: Beth Casillas

Fleet Manager, City of Buckeye

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10/19/2021

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

**2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)**

Price Level: 240 | Quote ID: 101921-1

Selected Equip & Specs (cont'd)*Rear Windshield*

Window Fixed

Interior*Passenger Visor*

Mirror Yes

Rear View Mirror

Day-night Yes

Headliner

Coverage Full Material Cloth

Floor Trim

Coverage Full Covering Vinyl/rubber

Trim Feature

Gear shifter material Urethane Interior accents Chrome

Lighting

Dome light type Fade Front reading Yes

* **Illuminated entry** **Yes** Variable IP lighting Yes*Overhead Console Storage*

Storage Yes Type Full

*Storage** **Driver door bin** **Yes** Front Beverage holder(s) YesGlove box Locking * **Passenger door bin** **Yes*** **Seatback storage pockets** **2** Illuminated Yes

Rear yes Yes Instrument panel Covered bin

Dashboard Yes * **Rear door bins** **Yes***Legroom*

Front 43.9" Rear 33.5"

Headroom

Front 40.8" Rear 40.3"

Hip Room

Front 62.5" Rear 64.7"

Shoulder Room

Front 66.7" Rear 65.8"

Interior Volume

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2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)

Price Level: 240 | Quote ID: 101921-1

Selected Equip & Specs (cont'd)

Passenger volume 116.0 cu.ft.

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2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)

Price Level: 240 | Quote ID: 101921-1

Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 60,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

Additional Warranty

Diesel Engine

Distance 100,000 miles Months 60 months

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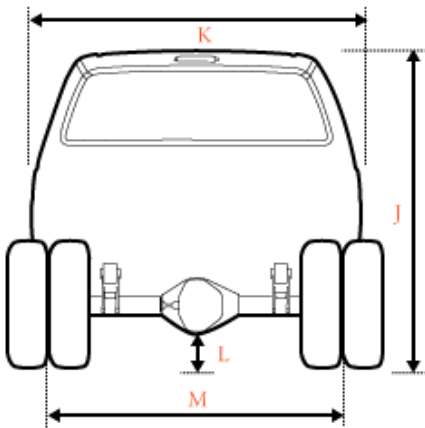
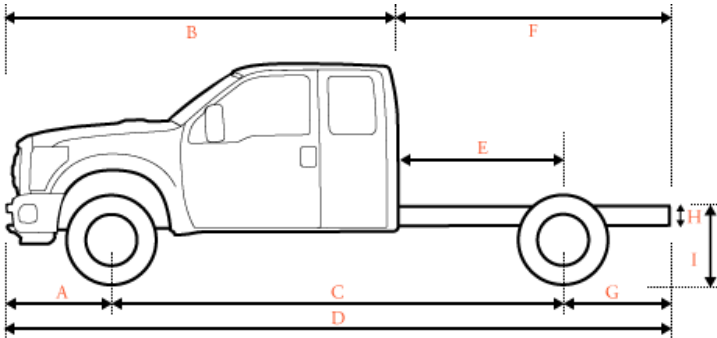


2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)

Price Level: 240 | Quote ID: 101921-1

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	146.30 in.
C	Wheelbase (WB)	192.00 in.
D	Overall Length (OAL)	277.40 in.
E	Back of Cab to Rear Axle (CA)	84.00 in.
F	Back of Cab to End of Frame	131.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.60 in.
I	Rear Frame Height Loaded	28.50 in.
J	Cab Height	81.80 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.20 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

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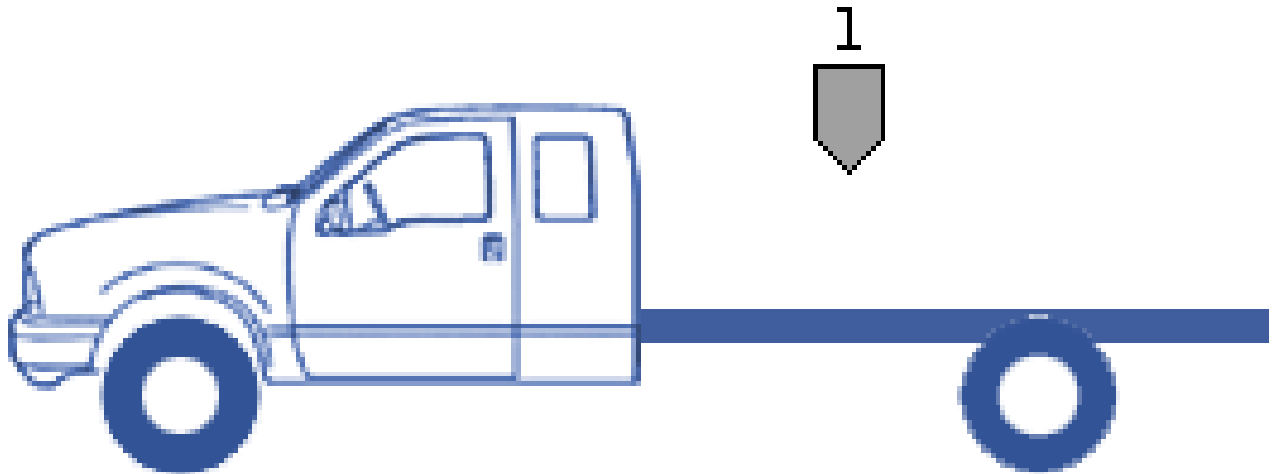
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San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-450 Chassis 4x2 SD Super Cab 192" WB DRW XL (X4G)

Price Level: 240 | Quote ID: 101921-1

Vehicle Dimension and Performance Summary (cont'd)**Weight****Licensing**

GVWR does not exceed 26,000 lbs and may not require a Commercial Driver's License (CDL). Contact your local state commercial driver licensing office for specifics on what your state requires.

GVW	Front Axle	Rear Axle	Totals
Chassis	4,799 lbs	3,389 lbs	8,188 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	600 lbs	300 lbs	900 lbs
1 Max Payload - (Max Payload)	1,601 lbs	5,811 lbs	7,412 lbs
TOTAL	7,000 lbs	9,500 lbs	16,500 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	7,000 lbs	12,880 lbs	16,500 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	7,000 lbs	13,660 lbs	
Axle	7,000 lbs	12,880 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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Price Level: 240 | Quote ID: 101921-1

Vehicle Dimension and Performance Summary (cont'd)*Start, Grade and Speed*

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.70	15.00 %	58.14 %
Start grade capability in reverse	4.87	15.00 %	60.24 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	10.59 %
Maximum grade in 9th gear	0.69	3.00 %	8.54 %
Maximum grade in 10th gear	0.62	3.00 %	7.64 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	115 mph
<i>To meet your requirement you need a maximum axle ratio of 6.26</i>			
Top Speed on 3.0% grade		55 mph	
<i>To meet your requirement you need a maximum of 109 hp</i>			
Cruise Speed		60 mph	84 mph
Engine RPM at desired cruise speed			1,634 rpm

Variables in Use

Rear axle ratio:	4.10/4.10	Governed RPM:	3,120 rpm
Tire size:	225/70R19.5 (647 rev/mile)	Frontal Area:	40.44 Sq.Ft.
Gross Vehicle Weight (GVW):	16,500 lbs	Cruising RPM	2,300 rpm
Clutch engagement torque:	412 ft.lbs.	Worst road surface	Typical Highway
Torque conversion ratio:	2.00	Final Drive Ratio:	0.62
Peak engine torque:	825 ft.lbs.	Drag Coefficient	0.80
Engine Power:	330 hp @ 2,600 rpm		

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Price Level: 240 | Quote ID: 101921-1

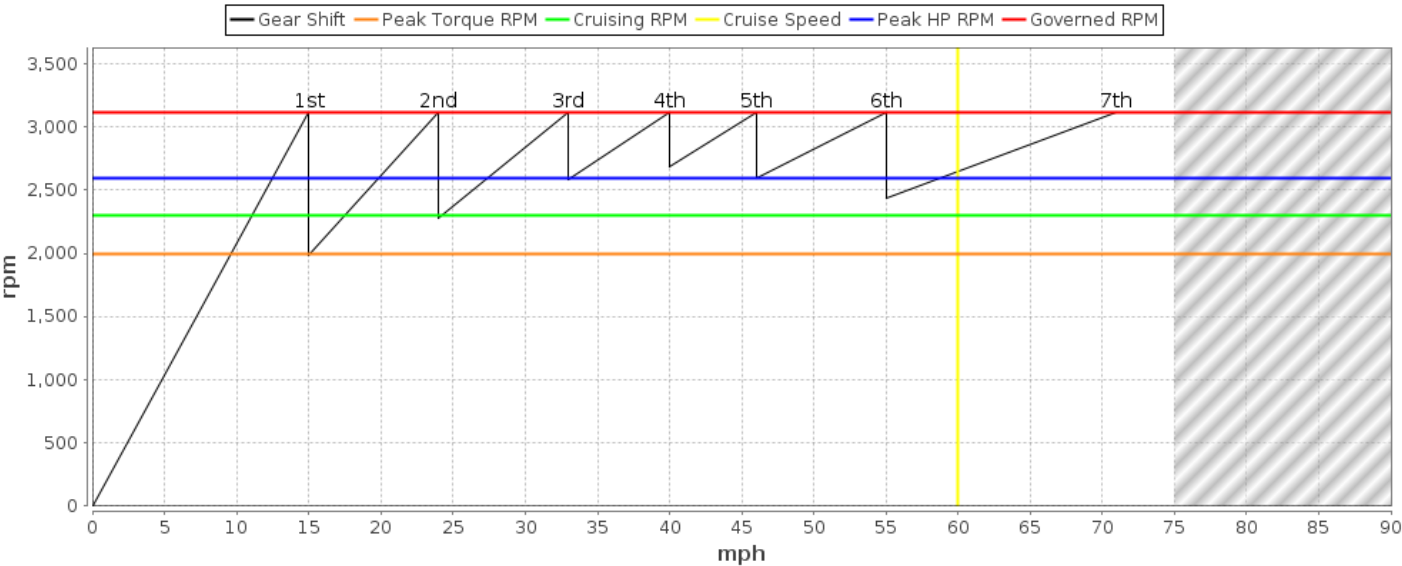
Vehicle Dimension and Performance Summary (cont'd)

Shift Chart

Shift Chart displays mathematical geared speed.

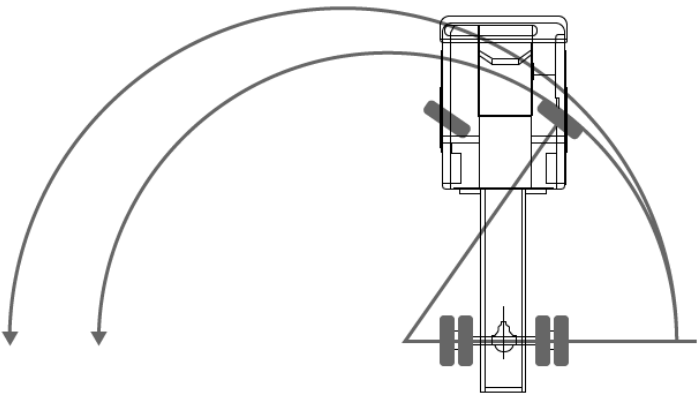
Diesel engines use Governed RPM for shift points.

Gas engines use Peak Torque RPM for shift points.



Turning Radius

Turning Radius 27.10 ft



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150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

PROPOSAL

May 26th, 2021

Buckeye Police Department
Attn: Police Chief Larry Hall
100 North Apache Road, Suite D
Buckeye, AZ 85326
lhall@buckeyeaz.gov

RE: One (1) 2022 North Star 143-5 Prisoner Transport

Braun Northwest is pleased to offer the following proposal:

One (1) 2022 North Star 143-5 Prisoner Transport on a "Customer Supplied" Ford F-450 4x2, supercab diesel chassis based upon vehicle #2678-5 "As Built" specifications dated 5/18/18 and drawings dated 5/29/18, with the following modifications:

- 2022 model year chassis to be "Customer Supplied"

Total F.O.B. Buckeye, AZ \$91,972.00
Sales tax not included

F.O.B.: Buckeye, Arizona

Delivery: Approximately 280 – 300 days.

Terms: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.

Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.

Respectfully Submitted by:
Braun Northwest, INC.

Tami McCallum, V.P. Sales

Date:

5/26/2021

We agree to accept the above proposal:
Buckeye Police Department

Signature

Date

Printed Name

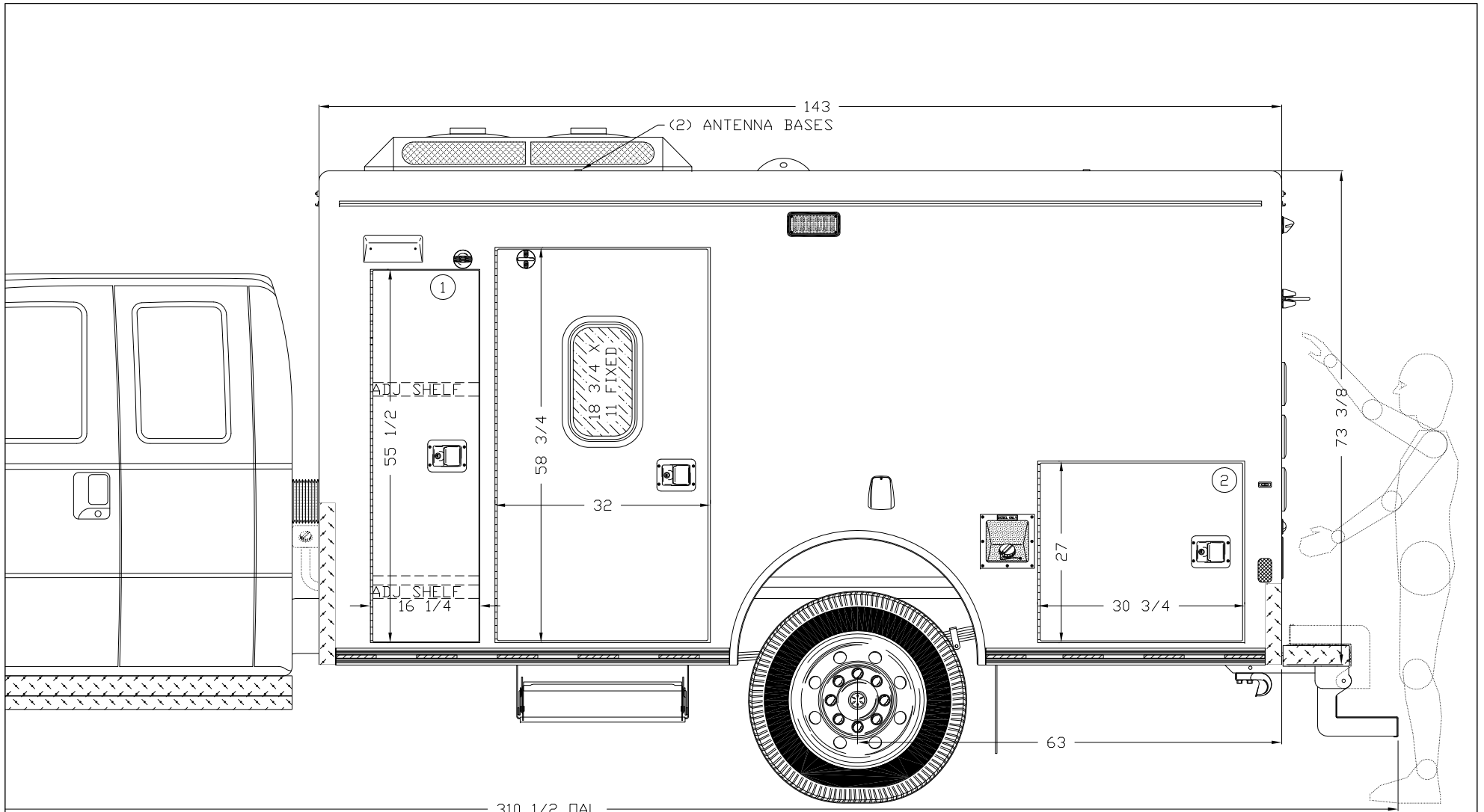
Title

TM
cc RG
Enclosures: Specifications, drawings.



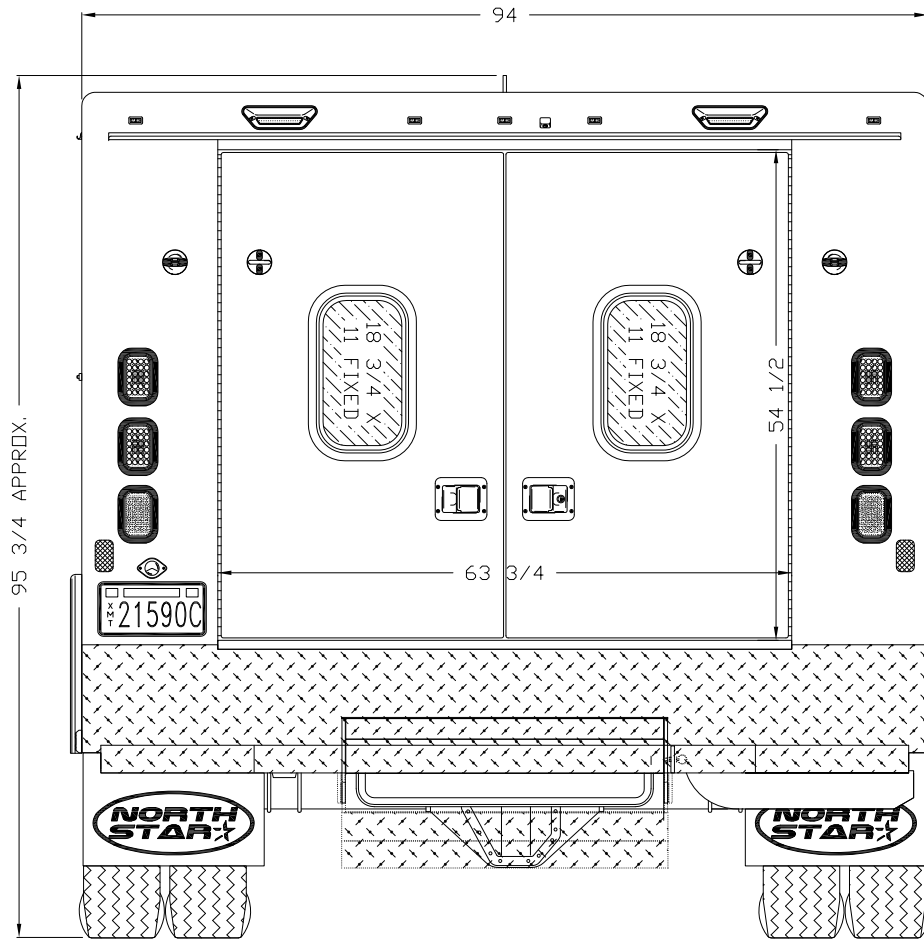
EMERGENCY VEHICLES

www.braunnw.com



Braun Northwest, Inc.			
Department	SALES		Rev
Dwg. Name	26781		AS
Client	BUCKEYE PD		
Date	05/29/2018	Drawing By	J.E.G.

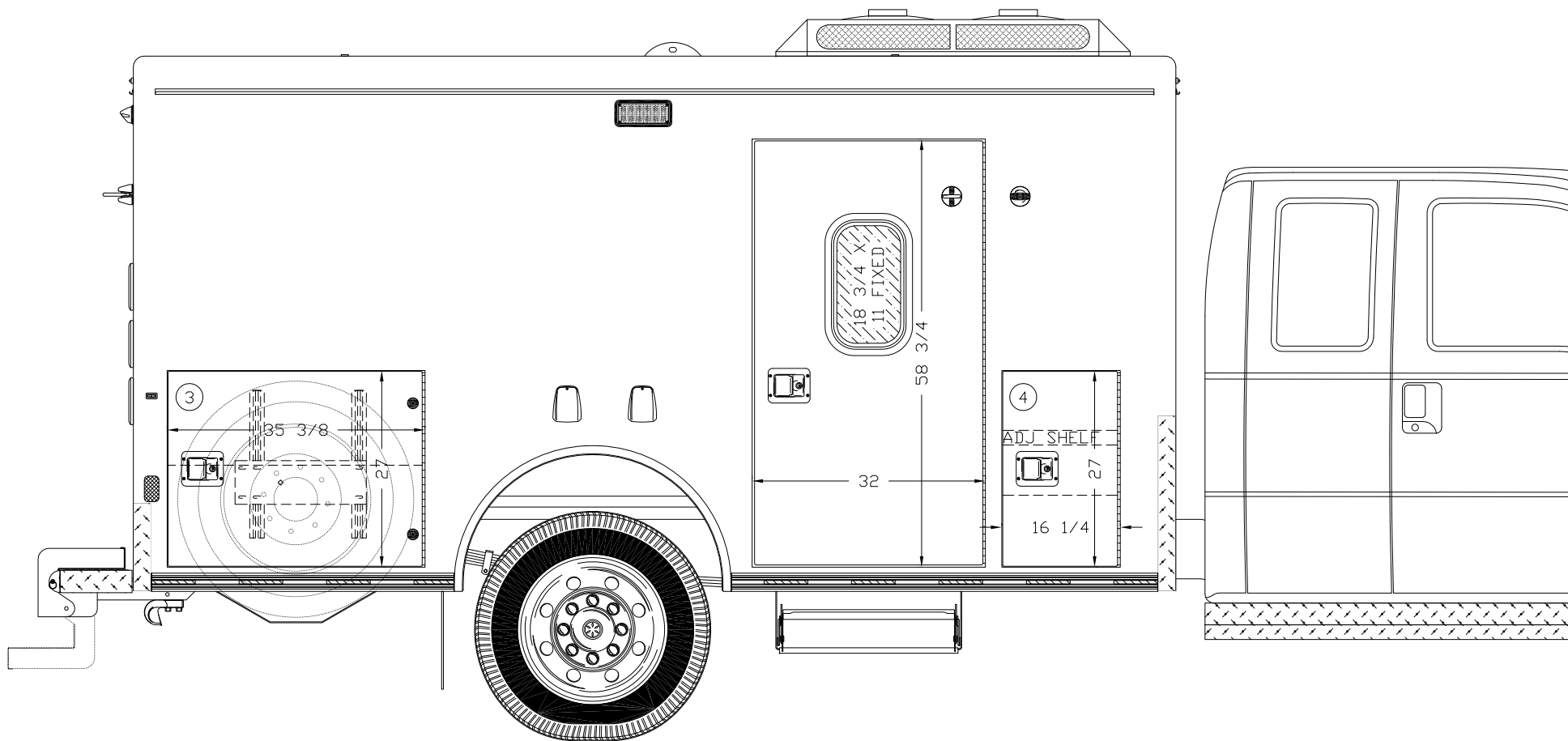
TITLE: EXTERIOR S/S VIEW



Braun Northwest, Inc.

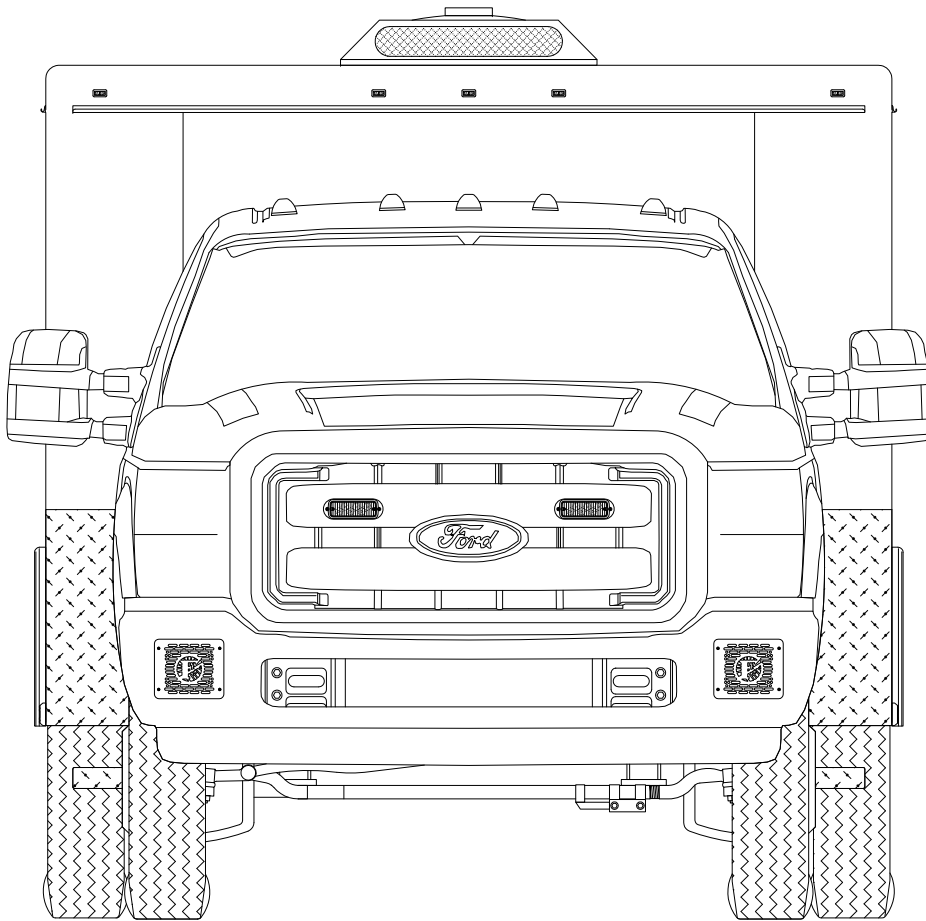
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Dwg. Name	26782			
Client	BUCKEYE PD			
Date	05/29/2018	Drawing By	J.E.G.	

TITLE: EXTERIOR REAR VIEW



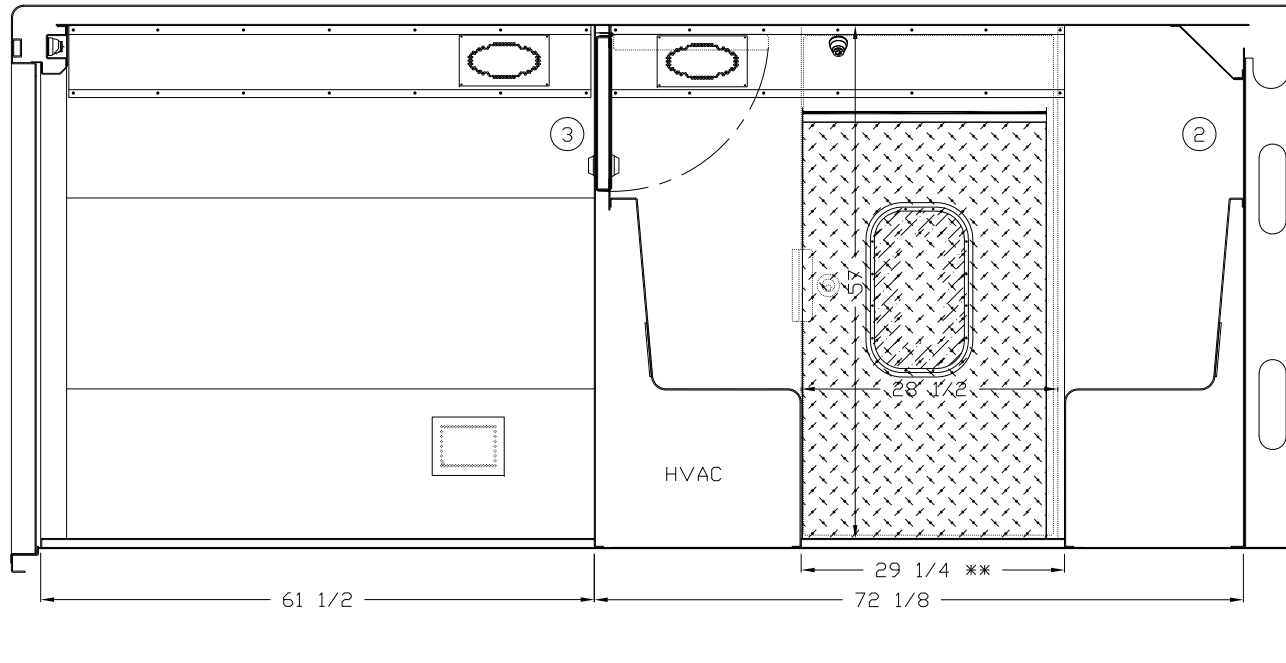
Braun Northwest, Inc.			
Department	SALES		Rev
Dwg. Name	26783		AS
Client	BUCKEYE PD		
Date	05/29/2018	Drawing By	J.E.G.

TITLE: EXTERIOR C/S VIEW



Braun Northwest, Inc.			
Department	SALES		Rev
Dwg. Name	26784		AS
Client	BUCKEYE PD		
Date	05/29/2018	Drawing By	J.E.G.

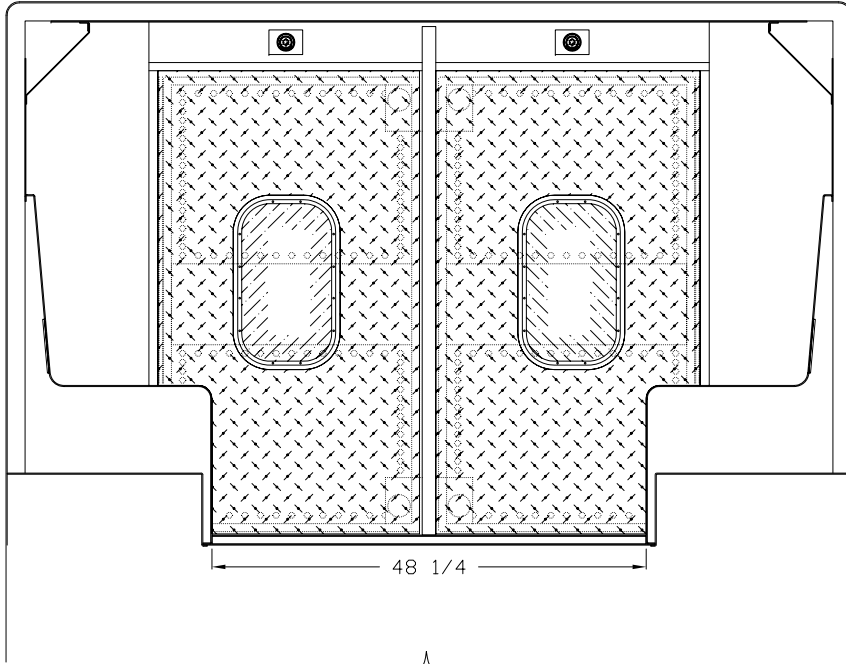
TITLE: EXTERIOR FRONT VIEW



Braun Northwest, Inc.

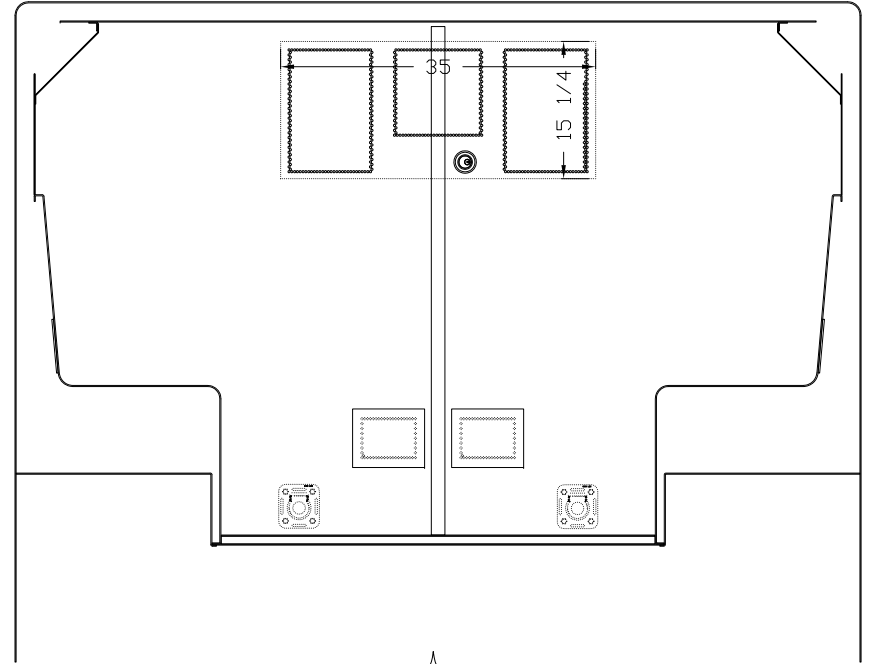
Department	SALES			Rev AS BUILT
Dwg. Name	26785			
Client	BUCKEYE PD			
Date	05/29/2018	Drawing By	J.E.G.	

TITLE: INTERIOR S/S VIEW



CS  SS
INT VIEW

REAR VIEW
CELL 3 & 4



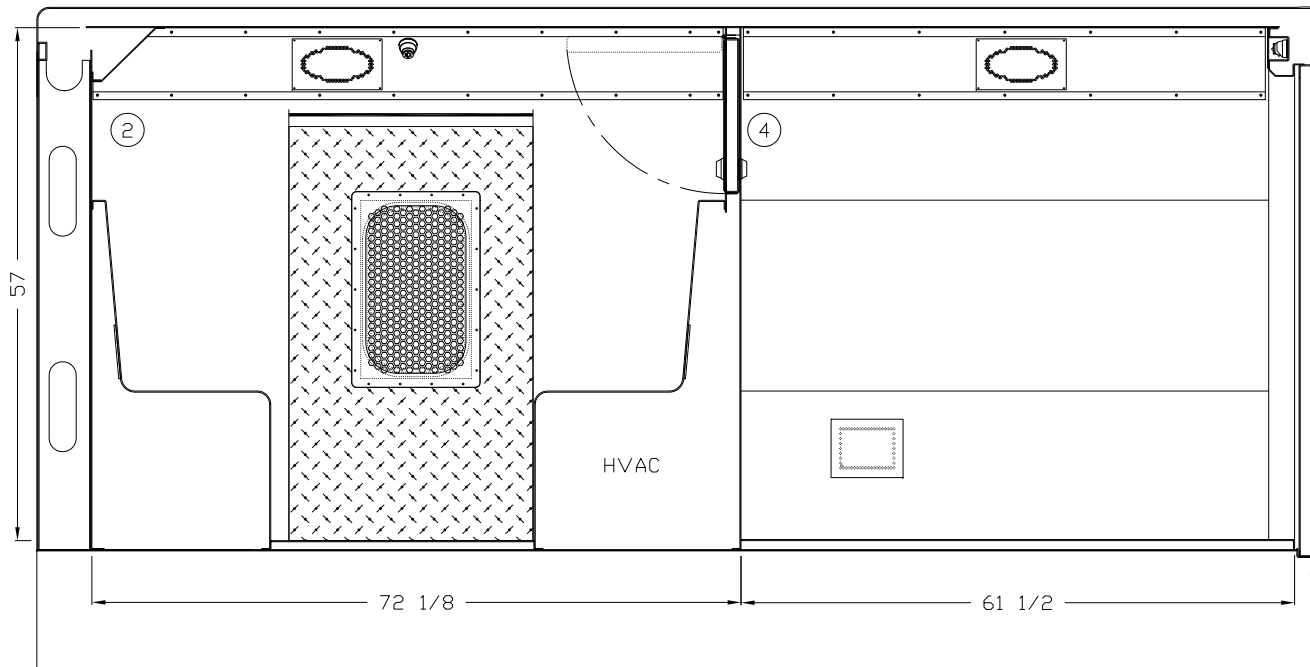
SS  CS
INT VIEW

FRONT VIEW
CELL 3 & 4

Braun Northwest, Inc.

Department	SALES			Rev AS BUILT
Dwg. Name	26786			
Client	BUCKEYE PD			
Date	05/29/2018	Drawing By	J.E.G.	

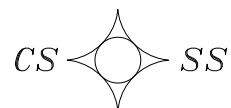
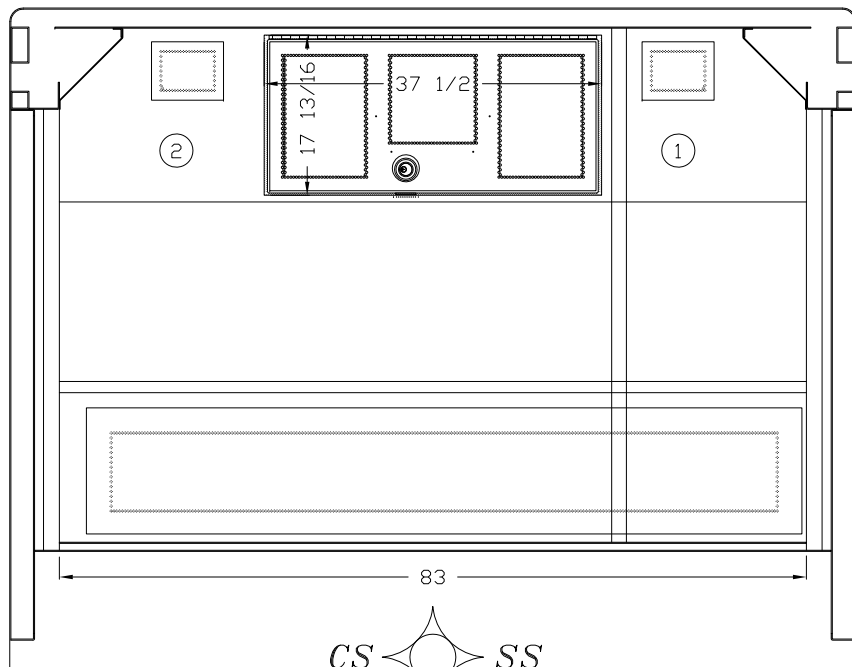
TITLE: INTERIOR FRONT & REAR VIEWS



Braun Northwest, Inc.

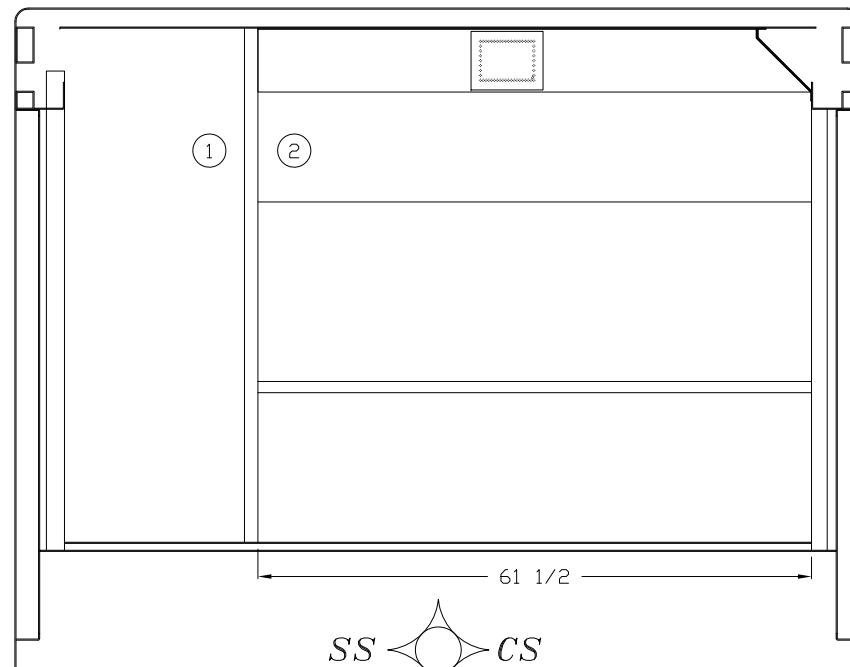
Department	SALES			Rev AS BUILT
Dwg. Name	26787			
Client	BUCKEYE PD			
Date	05/29/2018	Drawing By	J.E.G.	

TITLE: INTERIOR C/S VIEW



INT VIEW

REAR VIEW
CELLS 1 & 2



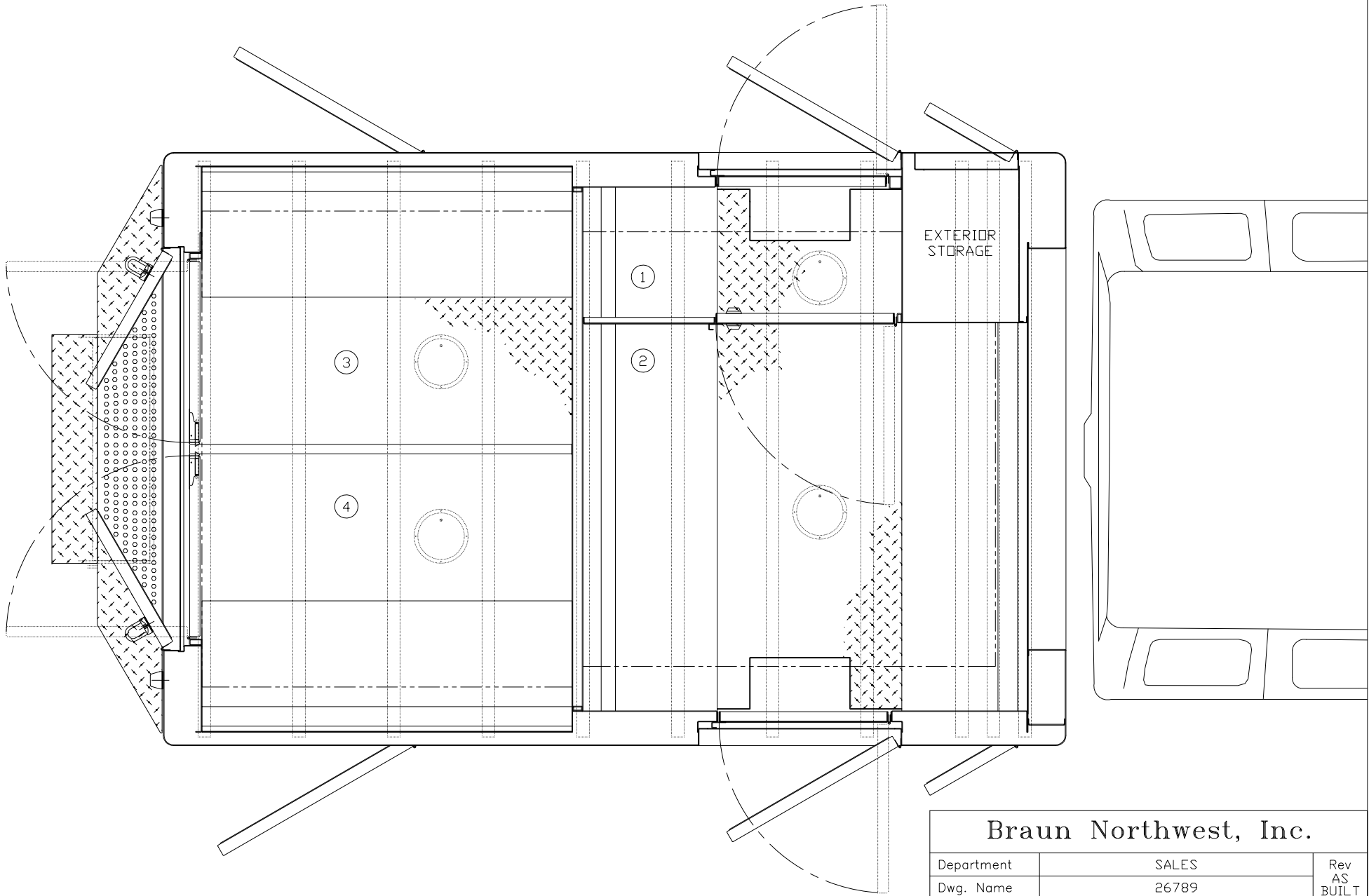
INT VIEW

FRONT VIEW
CELLS 1 & 2

Braun Northwest, Inc.			
Department	SALES		Rev AS BUILT
Dwg. Name	26788		
Client	BUCKEYE PD		
Date	05/29/2018	Drawing By	J.E.G.

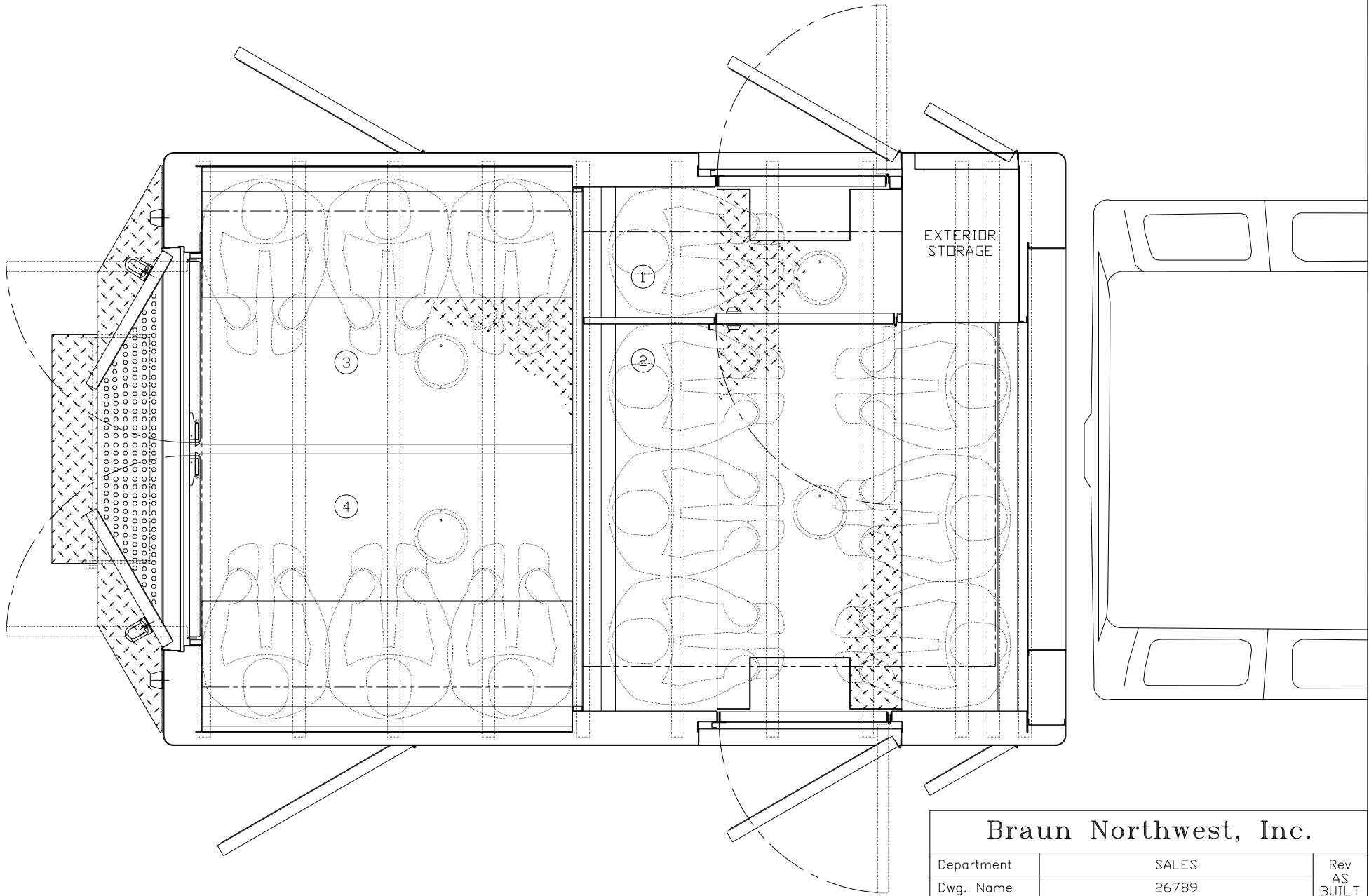
TITLE:

INTERIOR FRONT & REAR VIEWS



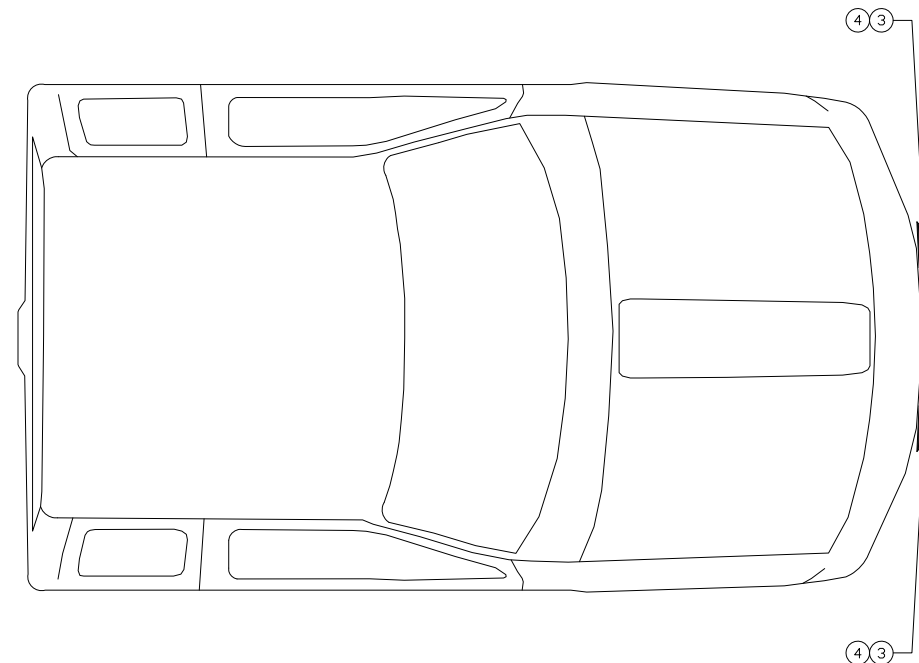
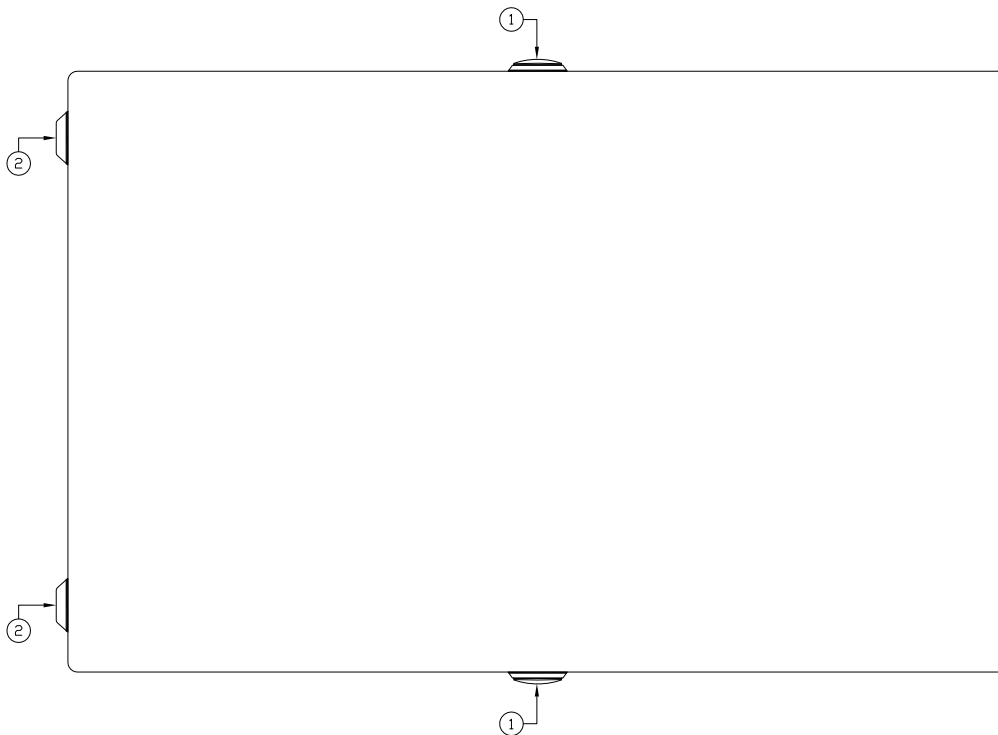
Braun Northwest, Inc.			
Department	SALES		Rev
Dwg. Name	26789		AS
Client	BUCKEYE PD		BUILT
Date	05/29/2018	Drawing By	J.E.G.

TITLE: PLAN VIEW



Braun Northwest, Inc.			
Department	SALES		Rev
Dwg. Name	26789		AS
Client	BUCKEYE PD		BUILT
Date	05/29/2018	Drawing By	J.E.G.

TITLE: PLAN VIEW



			Braun Northwest, Inc.			
4	WHELEN #5TSMAC FLANGE	2	Department	SALES		Rev AS BUILT
3	WHELEN #50A03ZAR AMB LENS AMB SUPER LED	2	Dwg. Name	2678LTS		
2	WHELEN #PELCC SCENE	2	Client	BUCKEYE PD		
1	WHELEN #7SC0ENZR OPTI-SCENE LIGHT	2	Date	05/29/2018	Drawing By	J.E.G.
TAG	DESCRIPTION	QTY				

TITLE: EMERGENCY LIGHT LAYOUT

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

MEETING DATE: 11/02/21	AGENDA ITEM: 6.I. Intergovernmental Agreement with Maricopa County Human Services Department for social service programs
DATE PREPARED: 10/29/21	DISTRICT NO.: All
STAFF LIAISON: Philip Yabes, Senior 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. 83-21 approving an Intergovernmental Agreement between the City of Buckeye and the Maricopa County Human Services Department, relating to long term case management services; and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The Intergovernmental Agreement (IGA) between Maricopa County Human Services and the City of Buckeye shall provide \$75,000 to the City to be used towards staffing costs on an annual basis to provide case management for social services programs. The funds will be used towards salaries for a Social Services Program Coordinator and a 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 for obtaining services and work with partnering organizations to find solutions to provide needed resources.

BENEFITS:

Approval of the Intergovernmental Agreement will secure \$75,000 in funding that will be used towards hiring City staff to provide social services programs. The City will onboard and train staff to assist residents with service needs, referrals, and resources and will attend trainings with Maricopa County to successfully implement the programs. Staff will begin serving as the City's liaison to local, regional, and state homelessness committees, identify partnership opportunities in Buckeye, and investigate establishing programs not already being provided by other organizations to meet the needs of families in crisis.

FUTURE ACTION:

The agreement is for a one-year term through June 30, 2022 and may be extended for another year via an amendment. This amendment for FY22/23 will be brought back to Council for approval. Maricopa County has committed that this will be a long-term partnership to provide social services in Buckeye. Staff will provide updates to Council on social services programs via biweekly reports or workshop presentations.

FINANCIAL IMPACT STATEMENT:

Maricopa County will provide \$75,000 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.

CURRENT FISCAL YEAR TOTAL COST:

\$75,000 in revenues.

BUDGETED:

Yes

FISCAL YEAR:

21/22

FUND/DEPARTMENT:

30604150

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

ATTACHMENTS:

[City of Buckeye Agreement ARPA 10-1-2021.pdf](#)

[RES 83-21 IGA for Case Management.pdf](#)

INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF BUCKEYE

Agreement Amount: \$75,000

Agreement Start Date: October 1, 2021

Agreement Termination Date: June 30, 2022

Agreement Number: C-22-22-179-X-00

CFDA Number: 21.027 State and Local Fiscal Recovery Funds

DUNS #: 085452928

1.0 PARTIES

This financial Intergovernmental Agreement (“Agreement”) is between the City of Buckeye (“Subrecipient”) and Maricopa County (County) administered by its Human Services Department, (“Department”), and pertains to the establishment of case management services for residents of the City of Buckeye who have been disproportionately impacted by the COVID-19 pandemic. The County and the Subrecipient collectively are referred to as the “Parties” and individually as the “Party.”

2.0 PURPOSE

The County shall provide Subrecipient with U.S. Department of Treasury State and Local Fiscal Recovery Funds to provide long-term case management services related to rental and utility assistance and other Department services.

3.0 TERM OF AGREEMENT

3.1 The term of this Agreement is from October 1, 2021, through June 30, 2022.

3.2 This Agreement may be extended for one (1) twelve-month term, provided the Subrecipient is in compliance with the terms and conditions of this Agreement and the extension is contained in an Amendment as provided in Section 4.0 below.

3.3 This Agreement shall be effective upon approval and signature by both Parties.

4.0 AMENDMENTS

Any changes to this Agreement shall be effective only in a written amendment signed by both Parties.

5.0 ADMINISTRATIVE CHANGE ORDERS

5.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to 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 City. Administrative Change Orders may address any of the following areas:

5.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;

5.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;

- 5.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and
- 5.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the U.S. Department of Treasury or local regulations, policies, or requirements.

6.0 FUNDING

- 6.1 The County shall provide the Subrecipient with a total of \$75,000 in Catalog of Federal Domestic Assistance (CFDA) 21.027, American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds provided to the County through the U.S. Department of Treasury.
- 6.2 Funding expenditures are:
 - 6.2.1 No greater than \$75,000 to be spent on providing long-term case management to Buckeye. No greater than 10% of expenditures shall be for administrative costs.

7.0 AVAILABILITY OF FUNDS

- 7.1 This Agreement and the Parties' obligations under it shall become effective when funds assigned for the purpose of compensating the Subrecipient are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement, and the County shall keep the Subrecipient fully informed as to the availability of funds.
- 7.2 Subrecipient's obligations under this Agreement shall be subject to the availability of appropriations, provided that Subrecipient shall not be entitled to reimbursement under this Agreement for services not rendered.
- 7.3 If any action is taken by any federal, state, local agency, or any other agency or instrumentality other than the Parties to amend, suspend, or terminate its fiscal obligation under or provided in connection with this Agreement, then the Parties may amend, suspend, or terminate 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 were performed in accordance with the provisions of this Agreement. The Parties shall give written notice of their intent to suspend performance or intent to terminate this Agreement under this section at least ten (10) calendar days in advance.

8.0 RESPONSIBILITIES OF ORGANIZATIONS

- 8.1 The County Shall:
 - 8.1.1 Provide the Subrecipient monthly lists of persons eligible for or receiving rental and utility assistance that require case management services.
 - 8.1.2 Respond to questions from the Subrecipient in a timely manner.
 - 8.1.3 Provide technical assistance and training to Subrecipient staff as necessary to ensure proper administration of services under this Agreement.
 - 8.1.4 Reimburse Subrecipient for services rendered, pursuant to Sections 6.0, 7.0, 9.0, 10.0, and 11.0 of this Agreement.
 - 8.1.5 Report to the U.S. Department of Treasury on the Subrecipient's use of funds.
- 8.2 The Subrecipient shall:
 - 8.2.1 Assist the Department in its rental and utility assistance objectives by providing long-term case management to clients. Long-term case management involves multiple components including but not limited to:

- 8.2.1.1 Performing ongoing communication (in person, via telephone, or virtually) with clients;
 - 8.2.1.2 Performing regular assessment of client's needs and barriers to obtaining services;
 - 8.2.1.3 Providing the client resources and support to ensure the client obtains the necessary Department assistance;
 - 8.2.1.4 Following up with clients on a weekly basis (at a minimum) to ensure the client is receiving needed services and address issues as they arise;
 - 8.2.1.5 Be available for clients during regular business hours and weekend hours;
 - 8.2.1.6 Track and record activities, including communications, with each client; and
 - 8.2.1.7 Refer clients to Department and other agency programs based on client needs and assist clients with applying for these programs as necessary.
- 8.2.2 Maintain a sufficient number of qualified and trained staff to provide services under this Agreement:
- 8.2.2.1 Qualified staff means staff are employed as case manager(s) or similar role(s) and have more than 1 year of experience performing that type of work.
 - 8.2.2.2 Trained staff include those that have received training in Department assistance programs or have sufficient knowledge of Department assistance programs such as Emergency Rental Assistance to be able to help clients with a variety of complex needs and questions.
 - 8.2.2.3 The Subrecipient must provide staff with supervision, training, equipment, materials, and supplies necessary to perform contracted services.
 - 8.2.2.4 The Subrecipient shall ensure that staff do not have any conflicts of interest in the provision of services and management of programs.
 - 8.2.2.5 Staff providing long-term case management must undergo background checks and obtain a Level 1 Clearance Card through the Arizona Department of Public Safety. *Staff who do not have a valid and current Level 1 Clearance Card will not be allowed to provide long-term case management services.*
 - 8.2.2.5.1 This documentation must be maintained by the Subrecipient.
- 8.2.3 Additional Service Requirements:
- 8.2.3.1 The Subrecipient shall adhere to the following service requirements:
 - 8.2.3.1.1 Utilize a case management method such as a database to record services provided to clients; and
 - 8.2.3.1.2 Maintain files and confidential information on each household, whether paper-based or electronic, in a secure manner.

- 8.2.4 Grievance Procedure:
The Subrecipient shall establish a system through which clients may file complaints or grievances regarding any work completed under this Agreement.
- 8.2.5 Reporting:
8.2.5.1 The Subrecipient shall submit detailed quarterly reports that identify:
8.2.5.1.1 Number of clients assisted;
8.2.5.1.2 Current programs the clients are using;
8.2.5.1.3 Programs the client is applying for; and,
8.2.5.1.4 Other important information regarding the clients including barriers client is facing in obtaining services.
8.2.5.2 Quarterly Reports will be due no later than 25 days after the end of the reporting quarter.
- 8.2.6 Compliance
The Subrecipient shall be responsible for compliance with federal, state, and County requirements as they relate to the federal American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund requirements.

9.0 METHOD OF PAYMENT

- 9.1 The Subrecipient shall submit invoices to the County for for the services provided.
- 9.2 The County Shall reimburse the Subrecipient on a net 0 payments standard.
- 9.3 The Subrecipient shall submit invoices for services to hsdfinance@maricopa.gov.
- 9.4 Payment by the County is not to be construed as final in the event that the Department of Treasury disallows payment for the activity or any portion thereof. Funds not expended in implementing this activity or upon completion of the activity shall be returned to the ARPA unprogrammed funds account.

10.0 DISALLOWED COSTS

- 10.1 The cost principles set forth in the Code of Federal Regulations, 48 C.F.R., Chapter 1, Subchapter E, Part 31 including later amendments and editions on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Agreement provisions that provide for the reimbursement of costs. Those costs that are specifically defined as unallowable in 48 C.F.R., Chapter 1, Subchapter E, Part 31 therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with County funds.
- 10.2 The Contractor shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance, 2 C.F.R. §§ 200, et seq.

11.0 FINAL REIMBURSEMENT UPON CONTRACT TERMINATION

- 11.1 Prior to termination of this Agreement, at the date identified on page 1 of this Agreement, or as may be amended, the Contractor shall submit the final reimbursement request.
- 11.1.1 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.
- 11.1.2 If the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10th.

11.1.3 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the final reimbursement request.

12.0 TERMINATION

- 12.1 Under A.R.S. § 38-511, the County 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.
- 12.2 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 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.
- 12.3 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 Subrecipient's noncompliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.
- 12.4 In accordance with 2 C.F.R. §§ 200, et seq., the County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.
- 12.5 The Parties may terminate this Agreement for convenience in accordance with 2 C.F.R. § 200. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

13.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

Subrecipient:
Roger Klinger
(623) 349-6910
rklinger@buckeyeaz.gov
530 E. Monroe Avenue
Buckeye, AZ 85326

Maricopa County:
Jacqueline Edwards, Deputy Director
(602)506-4812
Jaqueline.edwards@maricopa.gov
234 N. Central Avenue 3rd Floor
Phoenix, AZ 85004

14.0 EMPLOYMENT DISCLAIMER

- 14.1 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, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 14.2 The Subrecipient agrees that no individual performing under this Agreement on behalf of the Subrecipient may be considered a County agent, employee, or representative and that no rights of County civil service, County retirement, or County personnel rules shall accrue or apply to any such individual. The Subrecipient 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 shall indemnify, defend and hold harmless the County with respect to the foregoing.
- 14.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and that no rights of Subrecipient civil service, Subrecipient retirement, or Subrecipient personnel rules shall accrue or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Subrecipient with respect to the foregoing.

15.0 SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by Subrecipient of any information concerning an applicant for, or recipient of, service under this Agreement is directly limited to the conduct of this Agreement. The Subrecipient and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall safeguard the confidentiality of this information, just as they would safeguard their own confidential information.

16.0 GENERAL REQUIREMENTS

- 16.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of the American Rescue Plan Act. Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
- 16.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 16.3 The Subrecipient is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee, or agent of the County.
- 16.4 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in Subrecipient's organization or with which the Subrecipient (or any of its directors, officers, owners, trust certificate holders, or a relative thereof) has a substantial interest, unless the Subrecipient has made full written disclosure of the

proposed payments to the County and has received written approval for the payments.

- 16.5 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

17.0 ACCEPTANCE OF FUNDS

Subrecipient hereby accepts the award of funds under the terms of this Agreement.

18.0 ASSIGNMENT AND SUBCONTRACTING

- 18.1 No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the County. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.
- 18.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a "Subaward" as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a Subrecipient.

19.0 DISPUTES

- 19.1 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.
- 19.2 If a dispute cannot be resolved informally, then the Subrecipient shall notify the Department in writing by mailing notice of the dispute to the Deputy Director within ten (10) business days from expiration of the informal dispute resolution process described in Subparagraph 17.1 above.
- 19.3 The Deputy Director shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the Deputy Director shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the Human Services Department Director.
- 19.4 The Human Services Department Director shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
- 19.5 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the Deputy Director's decision.

20.0 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.

21.0 STRICT COMPLIANCE

The County's acceptance of the Subrecipient's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

22.0 SINGLE AUDIT ACT REQUIREMENTS

The Subrecipient is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The Subrecipient shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by HUD or the County that the Subrecipient is not in compliance with the audit requirements.

23.0 AUDIT DISALLOWANCES

- 23.1 The Subrecipient shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit in the amount of the disallowance. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
- 23.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

24.0 PROPERTY

- 24.1 Any County property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted in this Agreement.
- 24.2 Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient. Repair costs of such property shall be the responsibility of the Subrecipient.

25.0 LIMITATION ON LIABILITY

- 25.1 The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement.
- 25.2 The Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the County or any and

all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement.

26.0 GENERAL INDEMNIFICATION

To the extent permitted by law, 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 and expert fees) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions.

27.0 INSURANCE

Each Party is a public entity. For such reason, insurance policy requirements shall not apply. Instead, each Party shall provide the other Party a Certificate of Self-Insurance equal to:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000

28.0 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 the Agreement. The provision applies to work performed by Subrecipients or Subcontractors at all tiers.

29.0 TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations, and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

30.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County.

31.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, the Subrecipient agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of

1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

32.0 LOBBYING

32.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

32.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

33.0 RELIGIOUS ACTIVITIES

The Subrecipient warrants that none of its costs and none of the costs incurred by the Subrecipient or any of its Subcontractors will include any expense for any religious activities.

34.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County or the Subrecipient or any Subcontractor under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

35.0 COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no persons or entities have been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

36.0 RIGHTS IN DATA

The County 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 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, the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use, all copyrighted material and all material that may be copyrighted as a result of this Agreement.

38.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

38.1 The County will annually monitor the Subrecipient's compliance for fiscal and programmatic performance under the terms and conditions of this Agreement and

applicable regulations promulgated by the U.S. Department of Housing and Urban Development and Maricopa County. On-site visits for compliance monitoring may be made by the County or its grantor agencies (or by both the County and its grantor agencies) at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the County shall provide the Subrecipient with 30-days' advance notice of any proposed on-site visit. During an on-site visit(s), the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.

- 38.2 The County shall request information for fiscal monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200, to include:

38.2.1 Financial Management 2 C.F.R. § 200.302

38.2.2 Internal Controls 2 C.F.R. § 200.303

38.2.3 Bonds 2 C.F.R. § 200.304

38.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305

38.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306

38.2.6 Program Income 2 C.F.R. § 200.307

38.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308

38.2.8 Period of Performance 2 C.F.R. § 200.309

38.2.9 Insurance Coverage 2 C.F.R. § 200.310

38.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338

38.2.11 Procurement Standards 2 C.F.R. § 200.318

38.2.12 Indirect Costs 2 C.F.R. § 200.414

38.2.13 Compensation-Personal Services 2 C.F.R. § 200.430

38.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

39.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

- 39.1 The Subrecipient shall, during the term of this Agreement, within 15 business days from acceptance, inform the Deputy Director 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. The Subrecipient's failure to notify the County of any such agreement shall be a breach of this Agreement and the County may immediately terminate this Agreement without liability.
- 39.2 The Deputy Director may request, and Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of all such other agreements or grants, when, in the opinion of the Deputy Director, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.
- 39.3 If the Deputy Director determines that the award to the Subrecipient of such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, then the Director shall prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph of this Agreement.

40.0 MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938,

as amended (29 U.S.C. §§ 201, *et seq.*), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

41.0 RECOGNITION OF COUNTY SUPPORT

The Subrecipient shall give recognition to the County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

42.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

The Subrecipient, in connection with any services or other activities under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all its Subcontracts.

43.0 DISABILITY REQUIREMENTS

The Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

44.0 EQUAL EMPLOYMENT OPPORTUNITY

44.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

44.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

44.3 The Subrecipient 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 Subrecipient agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, *et seq.*

46.0 FINANCIAL MANAGEMENT

The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or shall establish an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disbursed in a manner specified by the County in accordance with applicable State of Arizona and federal regulations. The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accordance 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 Subrecipient that are related to this Agreement.

47.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

48.0 ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, then the Subrecipient shall reimburse the County for the services not supported and documented.

49.0 IMMIGRATION LAWS AND REGULATIONS

49.1 Federal Immigration and Nationality Act

49.1.1 The Subrecipient understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Subrecipient agrees to comply with the IRCA in performing under this Agreement and to permit the County to inspect personnel records to verify such compliance.

49.1.2 By entering into this Agreement, the Subrecipient warrant 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 Subrecipient shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and their 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 Agreement. I-9 forms are available for download at USCIS.GOV.

49.1.3 The Subrecipient may request verification of compliance for any employee or Subcontractor performing work under the Agreement. Should the County suspect or find that the Subrecipient or any of its Subcontractors are not in compliance, then the County 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 or debarment (or both) of the

Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient or its Subcontractor.

49.2 **Arizona Law:** The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges that:

49.2.1 That then Subrecipient and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

49.2.2 A breach of a warranty under this Subparagraph 46.2.2 shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and

49.2.3 The County and any contracting government entity retain the legal right to inspect the papers and employment records of any Subrecipient or Vendor employees who works on this Agreement to ensure that the Subrecipient or Vendor is complying with the warranty provided under this Subparagraph 46.2.3 and that the Subrecipient agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

50.0 DRUG FREE WORKPLACE ACT

The Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Subrecipients and grantees of federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

51.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

51.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the Subrecipient to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

51.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

51.1.2 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;

51.1.3 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 51.1.2 above; and

51.1.4 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.

51.2 The Subrecipient agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

52.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

- 52.1 The Subrecipient 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 Subrecipient employee whistleblower protections established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;
- 52.2 The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the Subrecipient and copies provided to County upon request; and
- 52.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 50.0, in all subcontracts over the simplified acquisition threshold (\$250,000 as of June 2021).

53.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

54.0 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.

55.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

- 55.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
- 55.2 This Agreement may be immediately terminated by the County if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement.
- 55.3 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:
 - 55.3.1 Non-performance of any obligations required by this Agreement.
 - 55.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.
 - 55.3.3 Unauthorized expenditure of funds.
 - 55.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 *et seq.*
 - 55.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.

- 55.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipient shall, without intent to limit or with restrictions, be subject to the following:
- 55.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement or rule.
- 55.4.2 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.
- 55.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

56.0 ADMINISTRATIVE REQUIREMENTS

- 56.1 Accounting Standards - The Subrecipient agrees to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 56.2 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County may specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or alternative terms be accomplished later than sixty (60) calendar days following the written determination of noncompliance by the County.
- 56.3 Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:
- 56.3.1 Records to be maintained - The Subrecipient shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;
- 56.3.2 DUNS Number and SAM Profile - All Subrecipients shall have a valid Dun and Bradstreet (DUNS) number and an active profile in the federal System for Award Management (SAM).
- 56.3.2.1 To obtain a DUNS Number use this link:
<https://www.dnb.com/duns-number.html>
- 56.3.2.2 For additional information on System for Award Management (SAM) and, DUNS use this link:
<https://www.sam.gov/SAM/pages/public/generalInfo/aboutSAM.jsf>

- 56.3.3 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all ERA requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.
- 56.3.4 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
- 56.3.5 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

Signatures contained on following page

RESOLUTION NO. 83-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BUCKEYE AND THE MARICOPA COUNTY HUMAN SERVICES DEPARTMENT, RELATING TO LONG TERM CASE MANAGEMENT SERVICES; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, Maricopa County has received a grant of U.S. Department of Treasury State and Local Fiscal Recovery Funds to help provide long-term case management services for those who have been disproportionately impacted by the COVID-19 pandemic; and

WHEREAS, these funds are administered by the Maricopa County Department of Human Services (the “Department”), which desires to partner with the City of Buckeye (the “City”), in order to effectively implement services, including rental and utility assistance, for City residents; and

WHEREAS, the Department proposes to provide the City up to \$75,000 annually on a reimbursement basis; this would be a one-year agreement, with the possibility of a single extension; and

WHEREAS, the City of Buckeye desires to take advantage of such funding, for the benefit of City residents.

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

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

Section 2. The document titled “Intergovernmental Agreement for Services Between Maricopa County Administered by its Human Services Department and the City of Buckeye” is hereby approved in substantially the form and substance on file with the City Clerk and which is incorporated herein by reference.

Section 3. The Mayor is hereby authorized to execute and deliver the Intergovernmental Agreement approved in Section 2 of this Resolution, and the Mayor, the City Clerk, and the City Attorney are hereby authorized and directed to execute any necessary or desirable documents or other instruments connected therewith, and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 2nd day of November, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

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

MEETING DATE: 11/02/21	AGENDA ITEM: 6.J. Sundance Park Phase II Heritage Fund Grant
DATE PREPARED: 10/29/21	DISTRICT NO.: 3
STAFF LIAISON: Robert Wisener, Administration and Project Manager, rwisener@buckeyeaz.gov, (623) 349-6621	
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. 82-21 ratifying the submission of a grant application to the Arizona State Parks and Trails Heritage Fund Local, Regional, and State Parks grant program relating to the construction of a portion of Sundance Park Phase II; approving and accepting the grant agreement; and authorizing the City Manager or Community Services Department Director to execute and deliver the resulting grant agreement and all other related documents on behalf of the City.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:

GOAL 4: Adequate, Well-Maintained and Well-Planned Public Infrastructure

SUMMARY

PROJECT DESCRIPTION:

Phase II of Sundance Park is located on 38-acres of land west of the existing park at the southwest corner of Lower Buckeye Road and Rainbow Road. Phase I of the park opened to the public in 2012 on approximately 30 acres.

If awarded, the Heritage Fund grant from Arizona State Parks and Trails will augment City funds to construct two northern multi-use fields for football and soccer.

Other amenities currently under construction in Phase II and separate from this grant include a 3.2 acre community fishing lake, splash pad, playground, restroom, ramadas surrounding the play area, basketball courts, and lake pavilion. The ground breaking ceremony was held on April 6, 2021.

BENEFITS:

The grant will provide needed capital dollars to construct portions of Sundance Park Phase II. The park is highly desired by Buckeye residents. In 2017, the City issued a survey to residents to receive input into desired amenities for Phase II and received 2,300 responses. As part of the master planning

process, two public meetings were held on March 21 and April 24, 2018. Constructing the park is consistent with Council-approved plans including the Parks and Recreation Master Plan (2016) and the Buckeye 2040 General Plan (2018).

FUTURE ACTION:

The attached resolution gives the City Manager and the Community Services Director authority to sign any resulting grant agreement with Arizona State Parks and Trails should the funds be awarded. City staff will provide updates via Council biweekly reports and during the City Manager's report at a future Council meeting. If awarded, billable work on the project can begin once the funding agreement is signed, which is expected in January 2022.

FINANCIAL IMPACT STATEMENT:

The City of Buckeye is seeking a grant of \$500,000 from Arizona State Parks and Trail's Heritage Fund Local, Regional, and State Parks grant matched with an awarded \$162,500 grant from the Arizona Sports and Tourism Authority and \$437,500 in City funds budgeted in the FY22 CIP. Any resulting grant award is on a reimbursement basis with the City fronting the cost and getting reimbursed by Arizona State Parks and Trails for project-related expenses.

CURRENT FISCAL YEAR TOTAL COST:

\$500,000 in grant revenues

BUDGETED:

Yes

FISCAL YEAR:

21/22

FUND/DEPARTMENT:

50214150 475007 Grant Revenue State

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

ATTACHMENTS:

[City of Buckeye Sundance Park Ph II Heritage Fund LRSP Grant Application.pdf](#)

[Maps City of Buckeye Sundance Park Ph 2 Multi-Use Fields.pdf](#)

[RES 82-21 RES 82-21 Heritage Fund LRSP Sundance Park Phase II Multi-Use Fields.pdf](#)

Please be sure to fill out the budget section **before** submitting the pre-application. For help with filling out the budget section, see the budget portion of the eCivis help doc by Clicking Here (<https://azstateparks.com/gallery/0004/0044/9A99B1F2836A4D029E12A49AAA9312BF/eCivis%20Help%20Do%20Applicant%20Version%20Revised%20October.pdf>)

•Current Volunteer Rate: \$28.54

•Current Mileage Reimbursement Rate \$0.445/mile

Are you applying for a Local, Regional and State Parks (LRSP) Heritage Fund Grant or a combination of LRSP and Land and Water Conservation Fund?

LRSP Heritage Fund

I. Application

Select activity that best fits your project.

Combination: Renovation & Development (8 Points)

Project Agency (Sponsor):

City of Buckeye

Organization Name:

City of Buckeye Community Services Department

Type of Applicant:

City

Project Sponsor Address (Include City and Zip Code):

City of Buckeye Community Services Department
110 E. Irwin Ave.
Buckeye, AZ 85326
Attn: Robert Wisener, Administration & Project Manager

Company/Agency/Organization Website:

www.buckeyeaz.gov

Project Coordinator:

Robert Wisener

Job Title:

Administration & Project Manager

Email:

rwisener@buckeyeaz.gov

Phone:

623-349-6621

Secondary Project Coordinator:

Miranda Gomez

Job Title:

Community Services Director

Email:

mgomez@buckeyeaz.gov

Phone:

623-349-6353

Authorized Official:

This is the individual with the authorization to sign official documents. This individual assumes legal responsibility for documents signed.

Miranda Gomez, Community Services Department Director

Project Summary:

The City of Buckeye is requesting a Heritage Fund grant to construct a portion of Sundance Park Phase II. The grant and City match will construct two lighted multi-use fields, including grading and sand base, irrigation, turf, and Musco sports field lighting.

The City of Buckeye is nearing completion of construction plans for Phase II of the park. Phase II of the park is located on 38-acres west of the existing 30-acre park, which opened to the public in 2012 at the southwest corner of Lower Buckeye Road and Rainbow Road. Separate from this grant, and as part of the initial development of Phase II, the City will be installing a 3.2 acre community fishing lake, splash pad, playground, basketball courts, and other amenities. The ground breaking ceremony was held on April 6, 2021.

The multi-use fields to be constructed as part of the grant and City match are the next improvements to be constructed. Multi-use fields are highly desired by Buckeye residents as seen through public input opportunities.

Statewide Comprehensive Outdoor Recreation Plan (SCORP)

(<https://d2umhuunwbec1r.cloudfront.net/gallery/0004/0044/CD0A6D173F214CBDBF094883D028D137/ASPT SCORP2017-web.pdf>)

Which Statewide Comprehensive Outdoor Recreation Plan (SCORP) Priorities does this project meet and how?

Constructing additional multi-use sports fields meets the SCORP priority of Accessibility and Inclusion. The City is now over 104,000 residents, however the last multi-use sports fields opened in 2020, when the City had over 50,000. There are the same number of sports fields now as there was when the City had half the population. These additional sports fields will help provide an additional amenity in an underserved area of the City.

In addition, Buckeye's Parks and Recreation Master Plan sets service standards for the desired level of service for park amenities, including multi-use fields. The City is deficient in providing these to our residents. The City's desired level of service for multi-use fields is 1 per 7,000 residents. However, Buckeye currently has 3 multi-use fields (1 per 30,000), far short of meeting it's goal in its developed parks. Adding the multi-use fields and ramadas will get the City closer to meeting the current gap in recreation demand.

This project also meets the Funding priority in the SCORP. The City is leveraging it's own funds budgeted in its Capital Improvement Program with an additional \$164,500 provided by a grant through the Arizona Sports & Tourism Authority.

Project Timeline (Upload Here):

Timeline for Sundance Park Ph II Heritage Fund Grant.pdf

II. Project Information

Project Location (Address, Town/City):

22865 W. Lower Buckeye Rd. Buckeye, AZ 85326

Latitude:

33.419129

Longitude:

-112.42752

Click on this link to verify your Congressional and Arizona Legislative Districts
(<https://azredistricting.org/Maps/Final-Maps/default.asp>)

Program/Project Congressional District (check all that apply)

3

Program/Project Legislative District (check all that apply)

13

Nearest Major City (population 100,000+):

Buckeye, AZ (population of 104,000)

County (Select all that apply):

Maricopa County

Project Funding Request Amount:

\$500,000.00

Match Amount: (Requires Minimum Match of 50%)

\$600,000.00

Total Project Cost: (Grant Request + Match)

\$1,100,000.00

Is the need for the proposed project identified in a locally approved Municipal Comprehensive Plan, a municipal recreation plan, and/or a municipal open space plan?

Yes

Upload Plan Here:

Documentation of Sundance Park Phase II in City Plans 10-2020.pdf

Has the municipality adopted the comprehensive plan?

Yes

Does the municipality have a current "State Certified Growth Management Plan"?

No

Organizational DUNS Number

-85,452,928

III. Cover Letter

Must be submitted on applicant's letterhead; signed and dated by the applicant's Chief Executive Officer and is the assurance that the sponsor endorses the proposal.

The letter must:

- a. **Designate** a project leader who will be the primary individual responsible for the implementation of the project; include the individual's name, address, e-mail and a daytime telephone number.
- b. **Certify** that if the grant is awarded, the applicant will comply with all applicable local, state, and federal regulations concerning acquisition and/or development of the proposed project.
- c. **Identify** the type of assistance being sought (acquisition, development, renovation, or some combination of these categories.)

Cover Letter

Cover Letter - City of Buckeye AZ State Parks and Trails Heritage Fund Grant for Sundance Park Phase II.pdf

IV. US Census Data

Based on most recent US Census data, please provide the following:

Link to Most Recent US Census Data (<https://www.census.gov/acs/www/data/data-tables-and-tools/supplemental-tables/>)

Population of Community in Which Project is Located

104,000

Community Median Family Income

\$71,707.00

Percentage of People with Disabilities (%)

8.50

Demographics

Please provide the percentage (%) of each demographic based on the most recent census data.

Input number as a percent with up to two decimal places. Ex. 12.35% *If none, enter (0).*

American Indian and Alaska Native alone

1.60

Asian alone

2.30

Black or African American alone

8.20

Hispanic or Latino

38.20

Native Hawaiian and Pacific Islander alone

0.20

White alone

73.40

White alone, not Hispanic or Latino

48.20

Two or More Races

3.40

Other

0.00

Which grant are you applying for: Land and Water Conservation Fund (LWCF) or Local, Regional and State Parks (LRSP) Heritage Fund?

LRSP Heritage Fund

Local, Regional and State Parks (LRSP) Criteria Form

Instructions:

Grant reviewers and committee members will be looking to see how applicants incorporate core components of the updated Statewide Comprehensive Outdoor Recreation Plan (SCORP) in each section of the LRSP Criteria Form.

Address the Conservation of Resources: Maintaining existing facilities and public recreation sites; incorporating innovative and effective technologies and green building practices into projects, protecting natural and cultural resources and open space.

Partnerships and Collaboration: Sharing of information, connectivity to recreational opportunities.

Accessibility and Inclusion: Projects that increase accessibility to recreational facilities in underserved communities.

I. LRSP History/Compliance (10 Points)

Has your agency ever received an LRSP Grant from AZ State Parks?

Yes

List total number of LRSP Projects received:

3

If unsure, Click Here to see previous grants (<https://azstateparks.com/awarded-grant-projects>)

II. Collaboration (14 Points)

1. Will this project involve collaboration with another agency/organization? (3.5 Points)

Yes

Please indicate the collaboration effort with a letter from that agency.

Attach no more than 5 letters please. Combine all letters into one (1) file and upload here.

Arizona Sports & Tourism Authority Grant Award 8-25-2021.pdf

2. How much (\$) of your match will come from other entities? (3.5 Points)

15

a). Attachment:

This match must be documented from the donating agency/organization.

Arizona Sports & Tourism Authority Grant Award 8-25-2021.pdf

3. If project is providing connectivity with another agency, please provide a map showing this connectivity. (3.5 Points)

4. Will your agency be collaborating with another group? (3.5 Points)

No

Provide a short description summarizing all collaboration efforts referenced in this section.

The City has collaborated with other City Departments on the project, such as Engineering, Planning, Water Resources, Public Works, and Police and Fire. The City received an awarded grant in the amount of \$162,500 from the Arizona Sports & Tourism Authority.

III. Engagement and Communication Criteria (17 Points)

*Project Need (Project Specific Planning/Public Involvement)***1. Explain and document what circumstances brought this project to the forefront and why this project is a priority. (3 Points)**

In 2004, 68 acres of land was donated to the City of Buckeye by a developer for use as a community park. In 2012, the City opened the first phase of the park, which included softball and baseball fields, a multi-use field, dog park, playground and restroom on approximately 30 acres. Over the past few years, the City developed a master plan and construction plans for Phase II of Sundance on approximately 38 acres west of the existing park. The City received extensive public input as part of the master planning process and today, continually receives inquiries from the public on when construction of Phase II will begin.

Buckeye's population continues to grow and in 2010, the population was estimated at 50,900, which surged to 62,500 in the mid-decade census in 2015. Today, in 2021, City officials estimate Buckeye's population to be 104,000, a 104% increase over the 10 year period. Buckeye consistently ranks as one of the fastest growing communities in the country and will continue to do so with a 640 square mile planning area (larger geographically than the City of Phoenix) that is only 5% built out today.

There are many residential communities developing near Sundance Park that will put further stress on the need for additional parks and recreation amenities and add pressure to construct Phase II. The development of Phase II of Sundance Park is an implementation item from both the City's Council-adopted Parks and Recreation Master Plan (2016) and the City's General Plan (2018) that was ratified by 78% of voters.

a.) Attach Additional Documents (If needed)**2. Explain and document your public outreach efforts, what you did to solicit public involvement. (8 Points for #2 through #4)**

The City employed several methods to receive input into Sundance Park Phase II, including surveys and public meetings. In summer 2017, a survey was issued to residents on the desired components to construct in Phase II of the park. The City received 2,300 responses with multi-use fields being a highly desired amenity. This survey provided guidance on the components to include in the master plan. The City hired J2 Engineering in 2018 to complete the master plan and held two public meetings as part of the process with the first on March 21, 2018 to review the conceptual layout of the amenities and the second on April 24, 2018 to review the final layout and prioritize construction of park components.

a) Select all public outreach activities that took place related to this project:

Conducted Surveys, Put Notices on Radio/ in Newspapers, Meetings

3. Explain and document how the public was involved in determining the need or how they responded to your public outreach efforts for the project you are applying for.

The public was involved in determining the amenities, the layout of those amenities, and prioritizing their construction. For example, residents selected the desired amenities through completion of the survey with 2,300 returned. During the public meetings, residents were able to provide guidance on the layout of the desired amenities and provide their priorities for construction. Also, the City was not anticipating construction of a playground in Phase II since there is an existing playground that was constructed in Phase I. However, during public meetings, residents voiced support for another playground to be built closer to multi-use fields in Phase II so siblings of children in youth sports could play on a nearby playground with parents watching their child on the field and keeping an eye on their siblings on the playground.

The City issued press releases for all public input opportunities with articles in local newspapers. The City also advertised opportunities for input by posting on its various social media accounts.

4. Document how the public demonstrated support and affirmation for the project.

The public showed their support and affirmation by completing surveys on desired amenities (2,300) and attending public meetings on park layout and priorities for construction (combined attendance of 100 people at the two meetings). The City continues to receive inquiries from residents voicing their support of the project and asking when the park will open.

a) List total number of public meetings, hearings and outreach efforts that have occurred as it relates to this project:

2

b) List estimated total number of attendees for all public events:

100

c) Attach public outreach effort documents here (Newspaper, print, meeting records, surveys):

Combine all documents into one (1) file; identify each document and upload here

Sundance Park Phase II Summary of Outreach & Public Input.pdf

5. Describe any innovative means of engagement for members of project communities, particularly youth, in the planning process. Recreation development and experiential learning opportunities. (2 Points)

***More points are given for innovative methods of engagement. Participation in these processes will foster a sense of ownership and stewardship for the recreation resources.**

Many parents with their children attended the public meetings and voiced their support for the various amenities to be constructed in the park. Children were given voting dots along with their parents to provide their priorities on amenities and timing for their construction, therefore their voices were heard as well.

6. Will your proposed project serve and engage youth to grow the next generation of outdoor recreation enthusiasts? (2 Points)

Yes

Please describe how:

Yes, this project engaged youth to build a park that they and their families want through multiple opportunities for input. The amenities selected for the park are a direct reflection of the input received. Once constructed, the park will serve as a gathering place for residents and provide a place for family reunions, birthday parties, and other types of social gatherings, including youth and adult sports. Different program offerings in the park will continue to engage and grow the next generation of outdoor enthusiasts, such as youth sports, Fitness in the Parks, interpretive programs, Movies and Concerts in the Park, Food Truck events, and other special events.

7. Will your project include any education opportunities or materials? (2 Points)

No

IV. Accessibility and Inclusion Criteria (17 Points)

1. Will your project provide facilities or opportunities for underserved populations? (4 Points)

Yes

Please provide a description of how the project will provide for underserved populations:

This project will provide amenities for Buckeye's residents that are underserved for the provision of park acres. The City's Parks and Recreation Master Plan sets a service delivery standard of 4 acres of active park space per 1,000 population; however, the City is far short of meeting that goal at only 1.34 acres of park space per 1,000 population. Other adjacent communities provide their residents with higher levels of park acreage, such as Avondale (2.14), Goodyear (2.91), Peoria (3.46), and Surprise (2.01). Constructing Phase II of Sundance Park will get the City closer to adequately providing parks for our underserved community.

2. Will this project fill a gap in recreation demand in your service area? (4 Points)

Yes

Please provide a description of how the project will fill a gap in recreation demand in your service area:

Buckeye's Parks and Recreation Master Plan sets service standards for the desired level of service for park amenities, including multi-use fields, playgrounds and ramadas. The City is deficient in providing these to our residents. The City's desired level of service for multi-use fields is 1 per 7,000 residents. However, Buckeye currently has 3 multi-use fields (1 per 30,000) in its developed parks. Adding the multi-use fields will get the City closer to meeting the current gap in recreation demand.

3. Will your project provide activities or opportunities for multiple user groups (age groups, ethnic groups, activity user groups, etc.)? (3 Points)

Yes

Please provide a description of how the project will provide activities or opportunities for multiple user groups (age groups, ethnic groups, activity user groups, etc.):

The park was designed to be attractive to multiple user groups from various age groups. The City offers a wide variety of youth and adult sports that will benefit from the multi-use fields. The park is designed to be attractive for family gatherings, such as reunions and birthday parties by clustering ramadas close together. Families have the ability to rent a single ramada or can rent groupings if a larger party size is desired. Families from different generations – from grandparents, parents, teens, and youth will be able to use this space to create memories.

4. Is your facility or part of your facility ADA compliant?

If you have a current facility that is not ADA compliant but will become fully or partially compliant as a result of the project you may select the appropriate "compliant" response

Yes

Please describe the level of accessibility that will occur as a result of the project activities. (3 points will be awarded to an applicant that already has a compliant facility/program or for a project that results in full ADA Compliance, 1.5 points partial, 0 points none)

Please Note: Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities (e.g. transportation, recreation included.) (Max 1000 Characters)

Sidewalks from ADA parking stalls to the different amenities located throughout the park will be accessible as will be the restrooms, ramadas with ADA picnic benches, and the playground will have pour in place rubberized surfacing to accommodate those in wheel chairs.

5. Will your proposed project serve local, regional or statewide users?

Regional (2 Points)

If you have additional information (i.e. articles, reports) you would like to share as it relates to Accessibility and Inclusion attach here:

Combine all documents into one (1) file

V. Conservation of Resources Criteria (21 Total Points)

TYPE OF LRSP PROJECT:

A. RENOVATION – *of a public outdoor recreation facility that is at least 20 years old.*

Documentation of when facility was originally constructed and when it was last renovated must be provided. (11 POINTS)

Use of green technologies in renovation activities scores more points.

B. COMBINATION RENOVATION AND DEVELOPMENT – *Renovation of an outdoor recreation facility that is at least 20 years old and development/construction of a new outdoor recreation facility.*

(Use of green technologies in renovation and development activities scores more points) development/construction of a new outdoor facility. (8 POINTS)

Use of green technologies in development activities scores more points.

C. COMBINATION ACQUISITION/DEVELOPMENT – *Purchase of permanent rights (fee or easement) in land for public outdoor recreation purposes and development/construction of a new public outdoor recreation facility. (5 POINTS)*

Use of green technologies in development activities scores more points

D. **ACQUISITION** – of permanent right (fee or easement) in land for public outdoor recreation purposes. (3 POINTS)

E. **PLANNING** – Activities associated with planning for a project; surveys, Trails, Boating, Plans & SCORP. (3 POINTS)

1. Project Type:

From the dropdown list; select the type of activity that best fits your project

B. Combination Renovation and Development

Description:

Use of green technologies in development activities scores more points. Max 1750 Characters

This project will construct a portion of Phase II of Sundance Park, including the lighted multi-use fields.

2. Explain how this project will incorporate design elements, sustainable products or habitat enhancement in the most effective manner to conserve water or energy, or enhance natural resources. (5 Points)

(Conservation examples could include use of "green" practices (products or technology), smaller footprint (less concrete or asphalt), energy efficiency or conservation use of timers or sensors, solar energy.)

Conservation:

This project will employ water recycling to conserve as much water as possible. Water from the splash pad will drain into the lake, which in turn will be used to irrigate turf on the multi-use fields in the park. Additional sources of water for the lake and turf irrigation include treated effluent water to ensure the park conserves valuable potable water. LED lighting will be used in the park to conserve energy and Musco lighting will be shielded to ensure there is no light spill onto adjacent properties and directed to the ground to minimize light pollution.

3. Explain how this project will protect existing natural and cultural resources within the project boundaries. (5 pts)

(Examples of existing natural and cultural resources include riparian areas, washes, wetlands, other native plant communities, or wildlife habitats.)

Protect:

This project salvages native plant species in the park, including mesquites, ironwoods, palo verdes, and saguaros. These plants are boxed and stored on-site in a nursery with irrigation. As part of the construction process, the plants will be replanted in strategic locations to take advantage of their mature tree canopy with the saguaros replanted in focal places to capitalize on viewsheds. There are no cultural resources on the property.

VI. Secured Matching Funds (21 Total Points)

MATCH: LRSP funding will not exceed 50 percent, or the grant cap (\$200,000), of a project's total cost.

The match may include:

- Cash
- Donated (full or partial) labor, materials, services, equipment
- Other State and Local Grants and certain Federal Grants.

-LRSP funds may be matched by federal funds

1. Secured Match (11 points):

List % of match that is secured.

55.00

Matching Fund Criteria: *Match must be documented with a verified letter that indicates the value of the match.*

Verified Letter:

RES 82-21 Heritage Fund LRSP Sundance Park Phase II Multi-Use Fields.docx

2. Other Match (5 points):

List % here

a) Matching Fund Criteria: Please explain your plan for the balance of the required match that has not yet been documented for the project.

The match is documented in Resolution 82-21 under section 6, which will be approved by Buckeye City Council on November 2, 2021. The City is matching the requested \$500,000 grant with \$600,000 that is comprised of City General Funds and a grant from the Arizona Sports and Tourism Authority. The City will be providing \$437,500 in matching funds in General Funds budgeted in the FY21-22 CIP. In addition, the City was awarded a \$162,500 from the Arizona Sports and Tourism Authority. The total matching funds constitute 55% of the total project cost with City general funds comprising 40% and the Arizona Sports and Tourism Authority grant making up 15%.

The ability of the applicant to operate, maintain, or manage the facilities constructed or land acquired with grant funds throughout the required term of use is an essential factor of the LWCF grant program.

3. Project Sustainability Criteria: Explain and document how your agency intends to operate, maintain or manage this project once it is completed. (5 Points)

These grant programs mandate that any facilities or land, including natural areas or open space, purchased with grant funds be available for public use in perpetuity.

Like all City-owned parks, Buckeye will budget the maintenance, staffing, and operational dollars for this project to ensure it is well-maintained for residents use.

Cultural Clearance

Instructions

1) To assist in answering questions concerning potential impacts on resources in the project area please follow the below link to the Arizona Game and Fish Environmental Review Tool. Instructions on how to submit a project through the Arizona Game and Fish Environmental Review Tool are attached below. Please complete and submit your project through the Arizona Game and Fish Environmental Review Tool. Shortly after submitting your project, a completed report will be emailed to you. This report contains information that will assist in the completion of your application. This report also contain a series of maps that are required for subsequent sections of the application. Please complete this report before completing this section of the application.

2) The State Historic Preservation Office (SHPO) will review each project to determine the effect, if any, a proposed project may have on significant archaeological and/or historical cultural resources. Significant cultural resources are those that are eligible for listing on the Arizona or National Registers of Historic Places. Each grant application recommended for funding will be reviewed as part of this process. To assist in this review, the applicant is required to submit the following information with each application for funding assistance.

AZ Game and Fish Environmental Review Tool (<https://ert.azgfd.gov/>)

For additional instructions, please refer to the LWCF Grants Manual

(<https://d2umhuunwbec1r.cloudfront.net/gallery/0004/0052/BB2829B9632F414F92D1975A028688BA/2020%20ASPT%20LWCF%2>)

Section I. Attachments

If these documents are missing, your project cannot be reviewed, and your application and funding will be delayed.

1. A copy of the cultural resources survey report(s) if a survey of the property has been conducted must be uploaded.

Please combine reports into (1) file

Sundance Park Phase II Phase III Cultural Survey.pdf

2. A copy of any comments regarding eligibility, findings of effect, and any conditions associated with findings made by the land managing agency/landowner and archaeologist (i.e. state, federal, county, municipal) on potential impacts of the project on archaeological and/or historical cultural resources.

Please combine comments into (1) file

3. A copy of State Historic Preservation Office (SHPO) comments, if the survey report has already been reviewed by SHPO.

Please combine comments into (1) file

SHPO Concurrence on No Findings Sundance Park Phase II.pdf

4. If applicable to the project, attach a current agency Decision Memo.

Additional Documents: Upload additional surveys and any other documents related to cultural resources here:

Please combine surveys/documents into (1) file

Section II.

Please answer the following:

Biggest Mistake Made: Failure to list all land managers within the project area. Example: Applicant submits trail project and all trails exist within land owned by applicant except for a 1/4 mile section of one of the project trails. A small section crosses over a small parcel owned by ASLD (or Reclamation). If an agreement allowing you to develop/maintain that ASLD-owned parcel exists between your agency and ASLD please attach document directly above (Additional Documents). If no agreement is in place or the agreement has expired please stop working on the application and contact ASPT to discuss issue. Projects must be shovel ready-if you do not have permission from all land managers to conduct work your project is not shovel ready.

Current Land Owner/Manager(s):

City of Buckeye

Project Location, including Township, Range and Section:

22865 W. Lower Buckeye Road. The parcel number is 504-22-026B located south of Lower Buckeye Road between the 231st Ave. alignment (west border) to the 229th Ave. alignment. The RID Canal borders the property to the south. The parcel is located in Township 01 North, Range 03 West, Section 22.

1) Total project area in acres (or total miles if trail):

38 acres

2) Does the proposed project have the potential to disturb the surface and/or subsurface of the ground?

Yes

3) Project Description and Impacts

a. Please provide a description (what, where, why, and how) of the proposed project, and specifically identify any surface and/or subsurface impacts that are expected.

The City is constructing Sundance Park Phase II, which consists of lighted multi-use fields. During construction, the ground surface and subsurface of the approximate 38-acre area will be disturbed.

b. Provide measurements for anticipated surface (areal) and subsurface (depth) disturbances that will be part of the proposed project.

The 38-acre site will be disturbed and graded for construction at a depth of approximately 5-15 feet. Infrastructure such as electrical and water lines will be installed at the deeper elevations.

c. Discuss both direct and indirect impact areas, such as staging areas and access routes that will be used as part of the project.

Access to the construction site will occur off Lower Buckeye Road. The staging area will be located in Phase II of the park underneath the powerlines, adjacent to Lower Buckeye Road.

4) Ground Surface Information

a. Describe the condition of the current ground surface within the entire project boundary area (for example, is the ground in a natural undisturbed condition, or has it been bladed, paved, graded, etc.).

Disturbed. Rough grading and excavation has occurred.

b. Estimate horizontal and vertical extent of existing disturbance

Approximately 38 acres are disturbed.

5) Are there any known prehistoric and/or historical archaeological sites in or adjacent to the project area?

No

6) Has the project area been previously surveyed for cultural resources by a qualified archaeologist?

Yes

Please submit a copy of the survey report and attach any comments on the survey report made by the land managing agency and/or SHPO

Sundance Park Phase II Phase III Cultural Survey.pdf

7) Are there any buildings or structures (including mines, bridges, dams, canals, etc.) that are 50 years or older in or adjacent to the project area?

No

8) Is your project area within or adjacent to a historic district?

No

Section III

Will your project involve any of the following activities? (please check all that apply)

Signs, kiosks, and markers replacement or installation, Fencing, guardrail, retaining wall, or berm replacement or installation, Drainage, Landscaping

Compliance under the Americans with Disabilities Act (ADA) including the following:

Ramps, Railings, Parking and Trail Access, Signage, Permanent installation of ancillary facilities (ex. port-a-potties, bike racks, lighting, benches, trash receptacles, etc.)

If yes to any items from SECTION III please provide a short description of the work to be done.

Drainage to be addressed for the park as indicated in the City-approved grading and drainage plans. Landscaping to be constructed in accordance to City-approved landscaping plans for the park. Sidewalk ramps and railings to comply with ADA accessibility and MAG standard details. Parking to be constructed in accordance with City-approved hardscape plans. Lighting, site amenities, etc. to be constructed according with City-approved plans. Signage to comply with City approved sign plans.

Signatures

NOTE: *This form must be reviewed and electronically signed by the archaeologist for agencies that have a staff archaeologist. Please have the archaeologist register in eCivis by contacting parks staff at 602-542-7124.*

Archaeologist Printed Name and Title Here:

The City does not have a staff archaeologist.

Agency Archaeologist must provide a short statement, on agency letterhead, indicating support for the project. Archaeologist must sign the letter. Note: Non-profits must have the land manager's archaeologist complete this step.

Archaeologist Approval Letter (Application will not be processed and reviewed by Park staff, committees and Parks Board if a signed letter of approval from agency's archaeologist is not provided here.)

Applicant Printed Name and Title Here:

Robert Wisener, Administration and Project Manager

LWCF/LRSP Maps and Photos Form

Instructions

Maps/Plans:

If you are submitting more than one (1) map please combine all maps into one (1) file, convert to a PDF document and then upload to this section.

1. 6(f)(3) Boundary Map: shows the boundaries of the property to be acquired and/or developed with federal funds that will be subject to all terms and conditions of the Land and Water Conservation Fund Act, including the "retention" obligation (see application section 1.9).

The 6(f)(3) Boundary Map must include:

- Dimensions of 6(f)(3) boundaries
- Total acreage included within 6(f)(3) boundary
- GPS coordinates
- Physical features abutting site (roads, water bodies, utility corridors, etc.);
- Existing recreational facilities;
- Proposed elements of the LWCF project;
- Means of access to the LWCF site from a public way (must be included in the 6(f)(3) boundary
- North arrow
- Nearest cross streets

2. Plans/Specifications: If available, final design plans and specifications should be submitted to provide additional information on the proposed development. - The plan should be to scale and not to exceed 11" x 17".

Photos:

1. Application must include color maps of the project site and photos that help provide a general description of the project activities. Please upload a series color photographs that show the project area, land acquisition or specific features.
2. Please combine all photos into one (1) file, convert to a PDF document and then upload to this section.
3. Please **download** the State Map Form (<https://d2umhuunwbec1r.cloudfront.net/gallery/0004/0052/A2669D0C09D94776B4FD61C9946F70AA/ArizonaSt>) to mark the location of your project area; when complete upload the State Map as a cover sheet to your map documents.

Maps

Maps City of Buckeye Sundance Park Ph 2 Multi-Use Fields.pdf

Plans/Specifications

Photos

Photos for Sundance Park Ph II Heritage Fund Grant.pdf

Tenure of Property and Additional Documents

Tenure of Property

The applicant is responsible for operation and maintenance of grant assisted facilities or equipment and retention of land acquisitions according to the Term of Public Use established in the General Provisions. The Term of Public Use must be at least 25 years for equipment over \$50,000 (personal property), 25 years for facilities (real property) and 99 years for acquired land.

The applicant MUST submit documentation to demonstrate the control (i.e., deed, lease, easement, etc.) and tenure (i.e., 25 years, 50 years, etc.) of the land where the project site is located. For a development project, the applicant must include copies of the document which evidences control and tenure of the proposed project site. Evidence of control and tenure can be shown by submitting copies of the required documents listed in either #1 or #2 below.

1) Title or Deed -- If the land proposed for development is owned by the applicant, the following must be submitted with the application:

- copy of the recorded title or deed
- legal description of the deed with an attached map
- updated copy of title insurance for the property or a title opinion

In lieu of title insurance, a "title opinion" of the applicant's legal representative may be submitted. This opinion will certify that the title is vested in the applicant and there are no outstanding liens or encumbrances imposed against the property, which would adversely affect the proposed development.

2) Leases, Easements, Permits, or Special Use Agreements -- Lands not owned by the applicant may be developed with grant assistance if provisions exist in a lease or use agreement. The lease, permit, or special use agreement must adequately safeguard the long-term use of the land for public recreation in perpetuity. AN APPLICATION WILL BE CONSIDERED INELIGIBLE IF A LEASE OR SPECIAL USE AGREEMENT IS NOT INCLUDED IN THE APPLICATION. The following must be submitted with the application:

- copy of the signed lease, easement, permit, or special use agreement.
- map depicting the area(s) existing or proposed for lease, easement, permit, or agreement

*NOTE: For a development project, an applicant must have a minimum of a 25-year lease with at least 20 years remaining at the time an application is submitted. The lease must include the provisions that (1) the lessee has the first right of lease renewal, and (2) the lessor cannot cancel the lease without cause. If the a 25-year lease has at least 20 years remaining, the application must include a letter of intent to exercise the option to renew (page 20). Proposed projects on State Trust Land leases will be considered on a case-by-case basis, however; must comply with the 25-year Term of Public Use.

Upload Tenure of Property/ Evidence of Control here:

Sundance Park, Deed.pdf

Additional Tenure of Property Upload

Additional Tenure of Property Upload

File Upload

Additional Documents

Upload Additional Documents Here:

-

-

-

-

-

Resolution & Authority to Apply LWCF/LRSP

Instructions

Applicants will upload two(2) separate documents on this form:

1. Resolution
 2. Project Certification/Authority to Apply
-

1. Resolution

Resolution Number:

82-21

Project Sponsor Name:

City of Buckeye

Project Sponsor's Governing Body (if different from Sponsor Name) :

Signed by:

To be signed by Eric Orsborn. Item is on the November 2, 2021 Council Agenda. A signed copy of the resolution will be provided to Arizona State Parks and Trails

Date:

11/02/2021

A draft resolution may be submitted with the application. The final resolution must be provided before the Project Sponsor Agreement can be signed. The application will be ineligible if a resolution is not submitted.

Please Upload Resolution Here:

RES 82-21 Heritage Fund LRSP Sundance Park Phase II Multi-Use Fields.docx

2. Project Certification/Legal Authority to Apply

Applicant must submit on Municipal/Agency/School letterhead:

Steps:

- Step 1. Use the language provided;
- Step 2. Copy to a Word document; agency letterhead
- Step 3. Collect necessary signatures
- Step 4. Upload document below (Browse Feature)

This is to certify that the (legislative body – i.e., Town Meeting, City Council, etc. and name of City/Town) hereby authorizes (name or title of Municipal official, Agency, or Department) to make application for financial assistance under the provisions of the Land and Water Conservation Fund Act, Public Law 88-578 for (specify acquisition or development) of (give title of project as it will appear on the project application).

This further certifies that the (legislative body and name of City/Town) is familiar with the terms and conditions of the Land and Water Conservation Fund Project and hereby authorizes (name or title) to enter into said agreement between (name of municipality) and the State of Arizona upon federal approval of the above identified project.

This further certifies that the (name of agency or department) has been legally constituted and is responsible for planning and carrying out the municipal recreation program, and the continued operation and maintenance of this completed project in accordance with the terms and conditions of the Land and Water Conservation Fund Project Agreement (provide data on how established and organized).

Date/Signature

Upload Project Certification/ Authority to Apply Here:

RES 82-21 Heritage Fund LRSP Sundance Park Phase II Multi-Use Fields.docx

Is this certification for LWCF or LRSP Heritage Fund?

LRSP Heritage Fund

LRSP Heritage Fund

Instructions

The authorized official for your agency must sign (Type) in the space provided below. We no longer need a handwritten signature on these documents or a hard copy of the application. However, for the electronic signature process to work the authorized official must also be registered in eCivis with their own unique username and password.

Check the box below each section to confirm acknowledgement

If your supervisor is required to sign grant documents please have your supervisor contact Parks staff at 602-542-7130 for assistance. You cannot sign (Type) on-behalf of your supervisor.

Authorized officials must log in using their unique use name and password and type their name, title, date below.

Certification

The ability of the applicant to operate, maintain, or manage the facilities constructed or land acquired with grant funds throughout the required term of use is an essential factor of the LRSP grant programs. These grant programs mandate that any facilities or land, including natural areas or open space, purchased with grant funds be available for public use in perpetuity.

Project Sustainability Agreement

The certified application form MUST be electronically signed and dated by the individual authorized to act on behalf of the project sponsor entity / organization in conducting all official business related to the project (same person as specified in project sponsor's Resolution/Authority To Apply Form).

I hereby certify that the information in this application is true and correct to the best of my knowledge.

Completed by :

Robert Wisener

Job Title:

Administration & Project Manager

Date:

10/28/2021

Passthrough Agency: Arizona
 Program: FY 21: Heritage Fund - Local, Regional, State Parks
 Stage: Pre-Award

Report Date: 10/22/2021
 Requested By: Robert Wisener
rwisener@buckeyeaz.gov

Budget Report

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Scope Item #1 Staff/Personnel Costs										
	Edit & Insert Title	Edit & Insert Description	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
Scope Item #1 Staff/Personnel Costs Total					\$0.00	\$0.00	\$0.00		\$0.00	
Scope Item #2 Equipment/Materials										
	Edit & Insert Title	Edit & Insert Description	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
Scope Item #2 Equipment/Materials Total					\$0.00	\$0.00	\$0.00		\$0.00	
Scope Item #3 Construction										
	Subgrade Prep	Final grading of multi-use sports fields	1	\$52,417.00	\$52,417.00	\$52,417.00	\$0.00		\$0.00	Direct Cost
	Match - Subgrade Prep	Final grading of multi-use sports fields	1	\$52,418.00	\$52,418.00	\$0.00	\$0.00		\$52,418.00	Cost Share
	Sand Base	Sand base for multi-use sports fields	1	\$126,000.00	\$126,000.00	\$126,000.00	\$0.00		\$0.00	Direct Cost
	Match - Sand Base	Sand base for multi-use sports fields	1	\$126,000.00	\$126,000.00	\$0.00	\$0.00		\$126,000.00	Cost Share
	Irrigation Laterals and Spray Heads	Irrigation for multi-use sports fields	1	\$53,750.00	\$53,750.00	\$53,750.00	\$0.00		\$0.00	Direct Cost
	Match - Irrigation Laterals and Spray Heads	Irrigation for multi-use sports fields	1	\$53,750.00	\$53,750.00	\$0.00	\$0.00		\$53,750.00	Cost Share
	Valves & Misc. Fittings	Irrigation for sports fields	1	\$12,068.00	\$12,068.00	\$12,068.00	\$0.00		\$0.00	Direct Cost
	Match - Valves & Misc. Fittings	Irrigation for sports fields	1	\$12,067.00	\$12,067.00	\$0.00	\$0.00		\$12,067.00	Cost Share
	Mainline for Irrigation	Irrigation for sports fields	1	\$15,375.00	\$15,375.00	\$15,375.00	\$0.00		\$0.00	Direct Cost
	Match - Mainline for Irrigation	Irrigation for sports fields	1	\$15,375.00	\$15,375.00	\$0.00	\$0.00		\$15,375.00	Cost Share
	Match - Turf & Sprigs	Turf for sports fields	1	\$75,780.00	\$75,780.00	\$0.00	\$0.00		\$75,780.00	Cost Share
	Conduit & Wire for Sports Field Lighting	Musco sports field lighting	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00		\$0.00	Direct Cost
	Match - Conduit & Wire for Sports Field Lighting	Musco sports field lighting	1	\$5,000.00	\$5,000.00	\$0.00	\$0.00		\$5,000.00	Cost Share

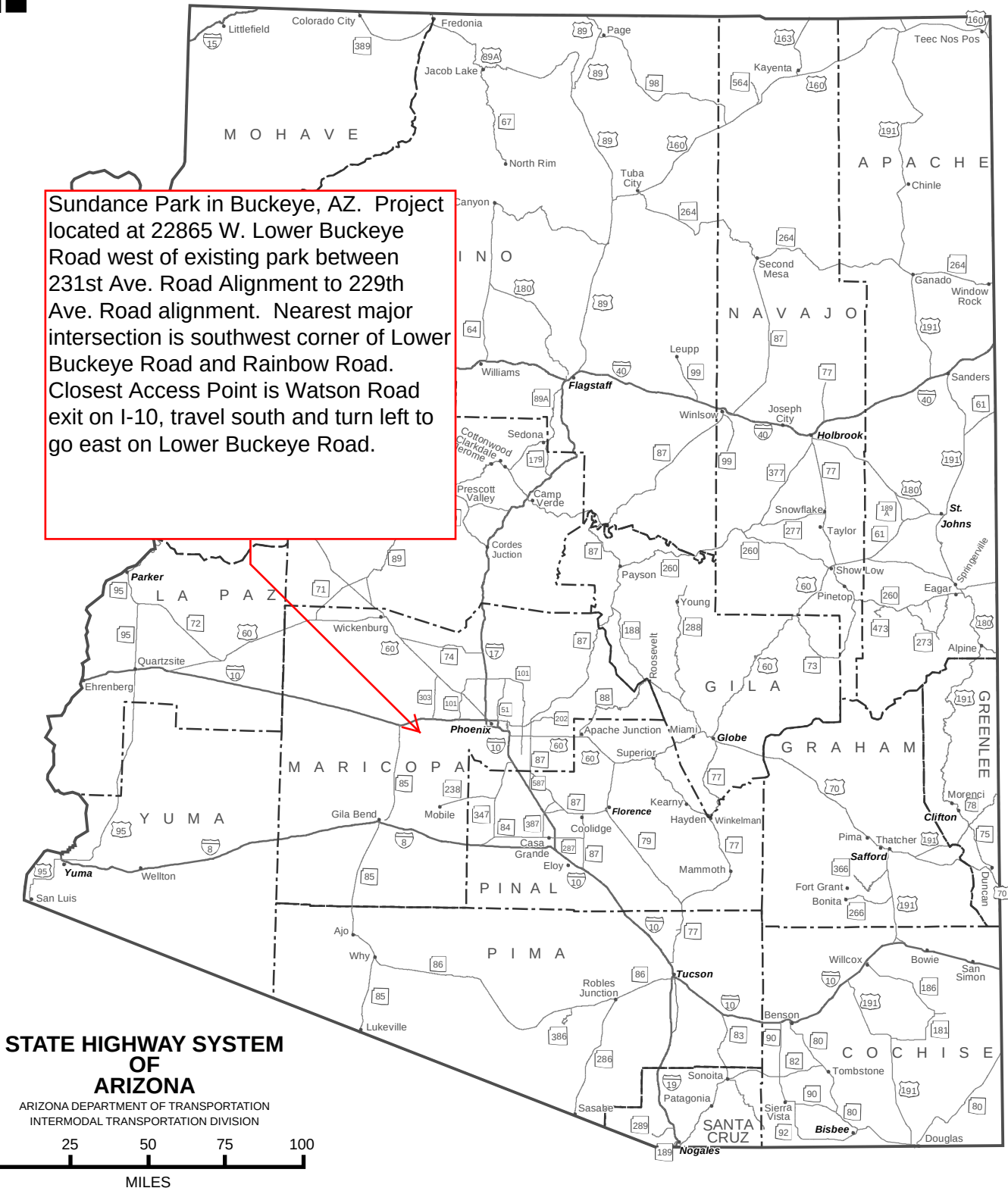
	Poles & Fixtures for Sports Field Lighting	Musco sports field lighting	1	\$195,000.00	\$195,000.00	\$195,000.00	\$0.00	\$0.00	Direct Cost	
	Match - Poles & Fixtures for Sports Field Lighting	Musco sports field lighting	1	\$195,000.00	\$195,000.00	\$0.00	\$0.00	\$195,000.00	Cost Share	
	Musco Lighting Controls	Musco sports field lighting	1	\$40,390.00	\$40,390.00	\$40,390.00	\$0.00	\$0.00	Direct Cost	
	Match - Musco Lighting Controls	Musco sports field lighting	1	\$64,610.00	\$64,610.00	\$0.00	\$0.00	\$64,610.00	Cost Share	
Scope Item #3 Construction Total			17	\$1,100,000.00	\$1,100,000.00	\$500,000.00	\$0.00	\$600,000.00		
Scope Item #4 Land Acquisition										
	Edit & Insert Title	Edit & Insert Description	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Direct Cost	
Scope Item #4 Land Acquisition Total			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Scope Item #5 Engineering and Surveys										
	Edit & Insert Title	Edit & Insert Description	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Direct Cost	
Scope Item #5 Engineering and Surveys Total			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Scope Item #6 Other										
	Edit & Insert Title	Edit & Insert Description	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Direct Cost	
Scope Item #6 Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Other										
Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Other										
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Grant Total										
			17	\$1,100,000.00	\$1,100,000.00	\$500,000.00	\$0.00		\$600,000.00	

Budget Report, Created by Robert Wisener, rwisener@buckeyeaz.gov, 10/22/2021
Source: eCivis™ Portal
<http://www.ecivis.com/>

STATE MAP



Sundance Park in Buckeye, AZ. Project located at 22865 W. Lower Buckeye Road west of existing park between 231st Ave. Road Alignment to 229th Ave. Road alignment. Nearest major intersection is southwest corner of Lower Buckeye Road and Rainbow Road. Closest Access Point is Watson Road exit on I-10, travel south and turn left to go east on Lower Buckeye Road.



PROJECT NAME City of Buckeye Sundance Park Phase II



PROJECT NUMBER Official Use only

TRACS NO. Official Use Only

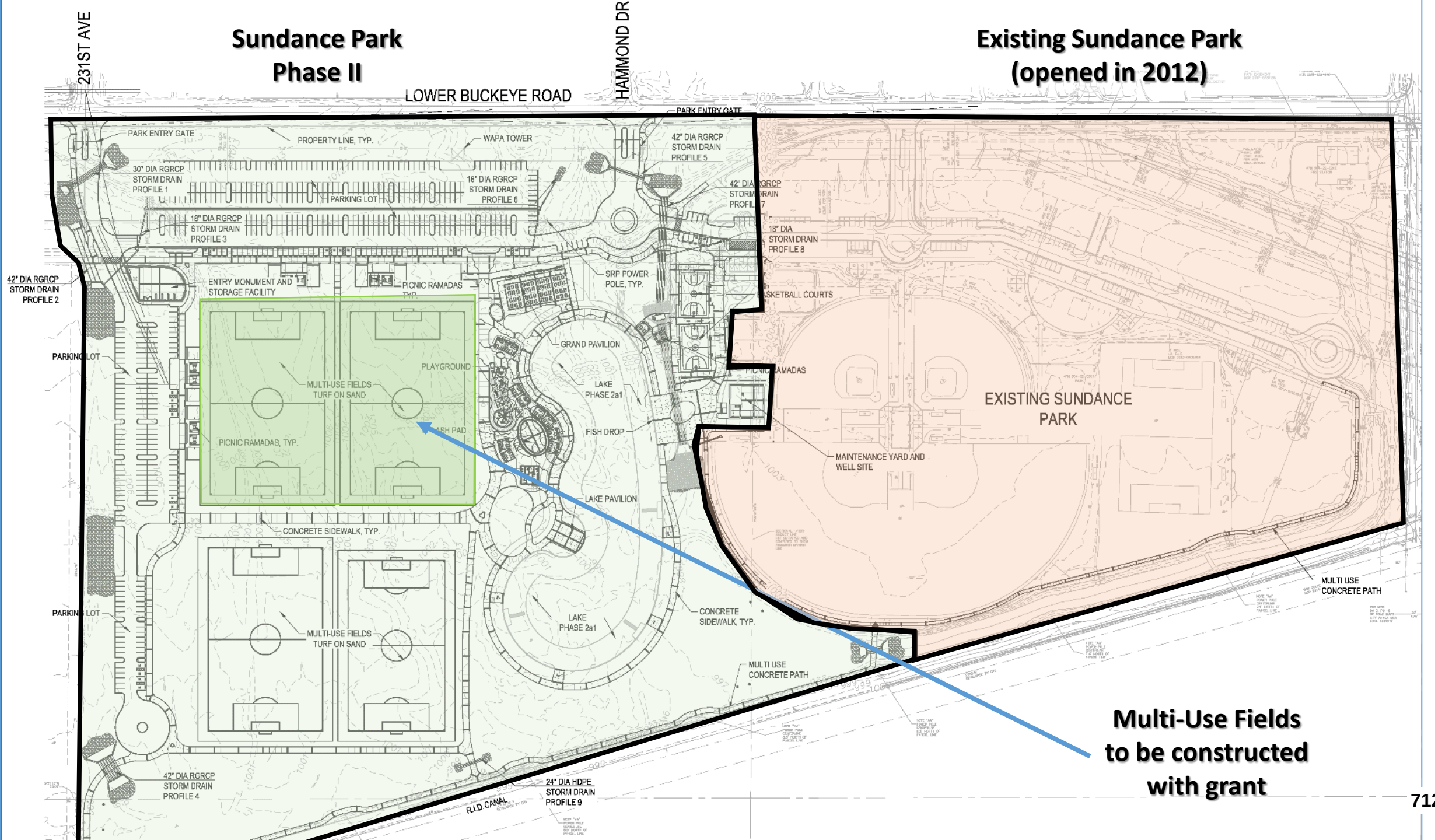
FIGURE _____

Sundance Park Phase II



Sundance Park Phase II

Existing Sundance Park (opened in 2012)



**Multi-Use Fields
to be constructed
with grant**

RESOLUTION NO. 82-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE ARIZONA STATE PARKS AND TRAILS HERITAGE FUND LOCAL, REGIONAL, AND STATE PARKS GRANT PROGRAM RELATING TO THE CONSTRUCTION OF A PORTION OF SUNDANCE PARK PHASE II; APPROVING AND ACCEPTING THE GRANT AGREEMENT; AND AUTHORIZING THE CITY MANAGER OR COMMUNITY SERVICES DEPARTMENT DIRECTOR TO EXECUTE AND DELIVER THE RESULTING GRANT AGREEMENT AND ALL OTHER RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, the Arizona State Parks and Trails Heritage Fund provides grant opportunities for a variety of projects, including local, regional, and state parks such as the Sundance Park, through legislatively appropriated funds; and

WHEREAS, Arizona State Parks and Trails is responsible for the administration of the Heritage Fund's Local, Regional, and State Parks grant program within the State, setting up necessary rules and procedures governing application by eligible applicants under the program; and

WHEREAS, said adopted procedures established by Arizona State Parks and Trails require the applicant to certify by resolution the approval of applications, signature authorization, the availability of local matching funds, and authorization to sign a Project Agreement with Arizona State Parks and Trails prior to submission of said application; and

WHEREAS, the Mayor and City Council of the City of Buckeye, Arizona (the "City Council"), are seeking a \$500,000 grant to construct portions of Sundance Park Phase II.

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

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

Section 2. The City Council hereby (i) approves the filing of an application to Arizona State Parks and Trails for the Heritage Fund's Local, Regional, and State Parks grant program, (ii) approves the acceptance of the grant award should the City be successful in receiving the fully requested amount or a reduced amount based on the final award by Arizona State Parks and Trails, and (iii) authorizes the execution of the grant agreement and all other related documents between Arizona State Parks and Trails and the City's Community Services Department as is on file with the City Clerk (the "Agreement") related to the acceptance and administration of the grant award.

Section 3. The City Council hereby certifies that the application is consistent and compatible with all adopted plans and programs of the City of Buckeye for park development.

Section 4. The City hereby agrees to comply with all appropriate procedures, guidelines, and requirements established by Arizona State Parks and Trails as part of the application process.

Section 5. The City hereby certifies that the City of Buckeye will comply with all appropriate state and federal regulations, policies, guidelines, and requirements as they relate to the application.

Section 6. The City hereby certifies that the City of Buckeye will allocate matching funds in the FY 21/22 budget of a minimum of 50%.

Section 7. The Mayor, the City Manager, the Community Services Department Director, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 2nd day of November, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

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

MEETING DATE: 11/02/21	AGENDA ITEM: 6.K. Prepayment of GADA Loan Agreement
DATE PREPARED: 10/29/21	DISTRICT NO.: All
STAFF LIAISON: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161	
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 prepayment of the Greater Arizona Development Authority (GADA) Loan Agreement, dated May 1, 2007, in an amount not to exceed \$1,245,000.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Approving the early prepayment of the principal balance of the GADA loan dated May 1, 2007, is estimated to save the City approximately \$358,000 in future interest payments. Pursuant to Section 2(h) the Loan Agreement, principal amounts totaling \$1,245,000 will be deposited with U.S. Bank National Association, as trustee with respect to the bonds associated with the Loan Agreement, on December 20, 2021. The trustee will hold such amounts un-invested until applied to prepayment of the Loan Agreement as described above.

BENEFITS:

Savings to the City of \$358,000 in future interest payments.

FINANCIAL IMPACT STATEMENT:

City to save approximately \$358,000 in interest by prepaying the GADA Loan.

CURRENT FISCAL YEAR TOTAL COST:

The principal and interest was budgeted for fiscal year 2021, however, the additional principal payoff of \$1,245,000 was not budgeted in the current fiscal year. The unbudgeted amount will be paid from GL # 10006190 560130.

BUDGETED:

No

FISCAL YEAR:

2021-22

FUND/DEPARTMENT:

GL# 10006190 560130

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: 11/02/21	AGENDA ITEM: 6.L. PLZS-20-00041 Desert Moon Estates-Phase 2-Parcel 5 Final Plat
DATE PREPARED: 10/29/21	DISTRICT NO.: 4
STAFF LIAISON: Patricia Cooley, Planner I, pcooley@buckeyeaz.gov, (623) 349-6233	
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 Final Plat for Desert Moon Estates-Phase 2-Parcel 5 generally located south and east of the southeast corner of the West Yuma Road and South Apache Road intersection.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:

GOAL 4: Adequate, Well-Maintained and Well-Planned Public Infrastructure

SUMMARY

PROJECT DESCRIPTION:

The applicant has requested approval of a Final Plat of Phase 2-Parcel 5 of Desert Moon Estates consisting of approximately 30.03 acres. The project is located generally south and east of the southeast corner of West Yuma Road and South Apache Road. The projects includes 84 single family home lots with an overall gross density of 3.16 dwelling units per acre. The typical lot size is 55' x 120'. The proposal is in substantial conformance to the approved Desert Moon Estates Preliminary Plat. All reviewing departments have approved this proposal. The applicant has also obtained a Certificate of Assured Water Supply from the Arizona Department of Water Resources, per A.R.S. §9-463.01.I.

BENEFITS:

The approval of this plat will allow continued development of traditional single-family residences within the City of Buckeye.

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

ATTACHMENTS:

[PLZS-20-00041 - Desert Moon Estates - Phase 2 - Parcel 5 - Final Plat.pdf](#)

[PLZS-20-00041 - Desert Moon Estates - Phase 2 - Parcel 5 - Narrative.pdf](#)

[Vicinity Map.pdf](#)

[Certificate of Assured Water Supply.pdf](#)

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT FORESTAR (USA) REAL ESTATE GROUP INC. A DELAWARE CORPORATION, AS OWNER HAS SUBDIVIDED UNDER THE NAME "DESERT MOON ESTATES PHASE 2 – PARCEL 5", A SUBDIVISION LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "DESERT MOON ESTATES PHASE 2 – PARCEL 5" A PLANNED RESIDENTIAL DEVELOPMENT AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING THE SAME AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT. OWNERS HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, STREETS AND EASEMENTS AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

OWNER HEREBY DEDICATES TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHT-OF-WAYS AS SHOWN ON THE PLAT.

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 GRANTS TO THE CITY OF BUCKEYE AN EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SEWER EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING SEWER FACILITIES.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS AS PER THE ENGINEERING DESIGN STANDARDS.

FORESTAR (USA) REAL ESTATE GROUP INC. A DELAWARE CORPORATION ("OWNER") DOES HEREBY: (1) RELEASE AND DISCHARGE THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF BUCKEYE.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHT-OF-WAYS, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF BUCKEYE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY OF BUCKEYE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL ACTION.

TRACT 5A, TRACT 5B, TRACT 5E, TRACT 5G, TRACT 5H AND TRACT 5I ARE DECLARED TO BE FOR LANDSCAPE AND OPEN SPACE AS SHOWN IN THE TRACT TABLE INCLUDED HEREON.

TRACT 5C IS DECLARED TO BE FOR LANDSCAPE, DRAINAGE, OPEN SPACE AND SEWER EASEMENT AS SHOWN IN THE TRACT TABLE INCLUDED HEREON.

TRACT 5D AND TRACT 5F ARE DECLARED TO BE FOR LANDSCAPE, DRAINAGE, OPEN SPACE, PEDESTRIAN ACCESS AS SHOWN IN THE TRACT TABLE INCLUDED HEREON.

TRACT 5J IS DECLARED TO BE FOR LANDSCAPE, DRAINAGE, OPEN SPACE, PEDESTRIAN ACCESS, ELECTRIC EASEMENT AND SEWER EASEMENT AS SHOWN IN THE TRACT TABLE INCLUDED HEREON.

TRACT 5K IS DECLARED TO BE FOR LANDSCAPE, DRAINAGE, OPEN SPACE, PEDESTRIAN ACCESS AND ELECTRIC EASEMENT AS SHOWN IN THE TRACT TABLE INCLUDED HEREON.

ALL TRACTS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HOA). THERE HAS BEEN OR IS BEING RECORDED HEREWITH A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) FOR DESERT MOON.

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.

NOTHING CONTAINED HEREIN SHALL BE DEEMED TO DEDICATE ANY PORTION OF THE TRACTS FOR PUBLIC USE OTHER THAN FOR EASEMENTS SPECIFICALLY GRANTED TO THE PUBLIC HEREIN.

THE CITY OF BUCKEYE IS HEREBY GIVEN AN EASEMENT FOR MAINTENANCE OF ROADWAYS, LANDSCAPING, DRAINAGE AND RETENTION AREAS ON TRACT 5J AND TRACT 5K. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF BUCKEYE AT ANY SUCH TIME WHEN THE HOMEOWNERS ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, DRAINAGE AND RETENTION AREAS. AS LONG AS THE HOMEOWNERS ASSOCIATION IS IN EXISTENCE, IT IS RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING, DRAINAGE AND RETENTION AREAS REGARDLESS OF THE DEDICATION OF THE EASEMENT.

THE TEMPORARY ACCESS AND UTILITY EASEMENT AGREEMENT AS RECORDED IN DOCUMENT 2009-0937263, MARICOPA COUNTY RECORDS, IS TO BE ABANDONED WITHIN THIS PLAT AS NOTED HEREON.

OWNER WARRANTS AND REPRESENTS TO THE CITY OF BUCKEYE TO BE THE SOLE OWNER OF THE PROPERTY COVERED HEREBY AND THAT EVERY LENDER, EASEMENT HOLDER, OR OTHER PERSON, OR ENTITY, HAVING ANY INTEREST IN THE LAND ADVERSE TO OR INCONSISTENT WITH THE DEDICATION, CONVEYANCES OR OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS PLAT HAS CONSENTED TO, OR JOINED IN THE PLAT, AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE, OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS PLAT IS RECORDED.

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 _____, 2021.

FORESTAR (USA) REAL ESTATE GROUP INC. A DELAWARE CORPORATION

BY: _____
BRIAN KONDERIK
ITS: DIVISION PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS, THE ____ DAY OF _____, 2021, BEFORE ME THE UNDERSIGNED NOTARY, BRIAN KONDERIK PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF TO BE THE AUTHORIZED SIGNATORY OF FORESTAR (USA) REAL ESTATE GROUP INC. A DELAWARE CORPORATION, AND ACKNOWLEDGED THAT HE, BEING DULY AUTHORIZED SO TO DO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

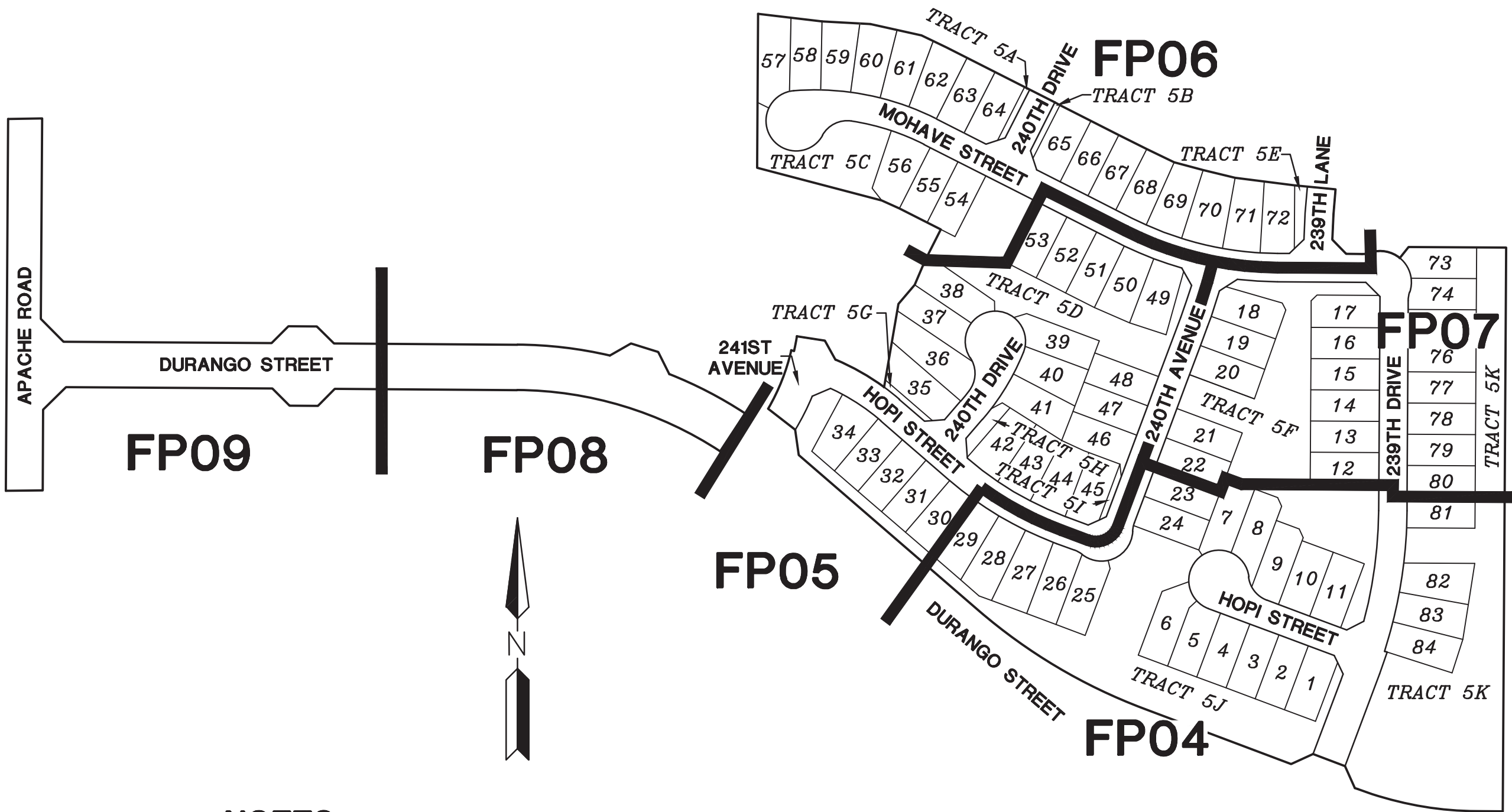
IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC MY COMMISSION EXPIRES

FINAL PLAT

FOR
"DESERT MOON ESTATES PHASE 2 - PARCEL 5"
LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 16,
TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA



NOTES

- EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
(A) WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING.
(B) CONSTRUCTION OR STRUCTURES OR BUILDINGS EXPRESSLY APPROVED IN WRITING, BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT AND THE CITY OF BUCKEYE.
- ALL UTILITIES ARE TO BE INSTALLED UNDERGROUND, EXCEPT FOR CABINETS AND ENCLOSURES.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENT MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHT-OF-WAYS, INCLUDING; LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
- IN EASEMENTS FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF, ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN THE EASEMENT AREA. NO TREES ARE ALLOWED.
- VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. TREE CANOPIES OVERHANGING THE EASEMENTS, SHALL BE KEPT TRIMMED TO A HEIGHT OF NO LESS THEN 7'. NO TREES ARE TO BE INSTALLED WITHIN 6' OF ANY FIRE HYDRANT. NO BOULDERS ARE TO BE INSTALLED IN THE VNAE, PUE, R/W OR WITHIN 6' OF THE BACK OF CURB. ANY VEGETATION INCLUDING TREES, SHRUBS, BUSHES OR GROUND COVER, MAY BE REMOVED FOR ANY REASON IF DEEMED NECESSARY BY THE CITY OF BUCKEYE.
- THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (2019-MID-006) AND STREET LIGHT IMPROVEMENT DISTRICT (2007-SLID-010).
- 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.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF BUCKEYE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE GENERAL PLAN.
- 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.
- FINAL PLAT APPROVAL BY THE CITY IS CONDITIONAL AND SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER 180 DAYS FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
- IT IS ACKNOWLEDGED THAT THIS PROPERTY WILL BE PART OF A PARKWAY MAINTENANCE IMPROVEMENT DISTRICT (MID) AND STREET LIGHTING IMPROVEMENT DISTRICT (SLID) AT THE TIME THAT DESERT MOON ESTATES PHASE 2 PARCEL 5 IS DEVELOPED, IN ACCORDANCE WITH BUCKEYE ORDINANCES 43-05 AND 42-06.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS _____ DAY OF _____, 2021.

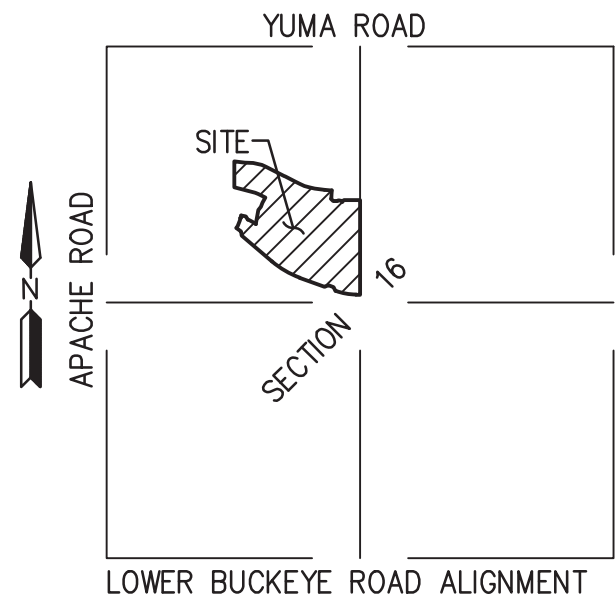
BY: _____
MAYOR

ATTEST: _____
CITY CLERK

I CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS HAVE BEEN COMPLIED WITH.

BY: _____ DATE _____
BUCKEYE CITY ENGINEER

BY: _____ DATE _____
DEVELOPMENT SERVICES DIRECTOR



VICINITY MAP
NOT TO SCALE

AREA

AREA = 1,307,904 SQ. FT.
OR 30.0253 ACRES

SHEET INDEX

FP01 COVER SHEET, SHEET INDEX MAP & NOTES
FP02 LOT, R/W & TRACT AREA TABLE, LOT SETBACK DETAIL
FP03 BOUNDARY MAP
FP04-FP09 FINAL PLAT

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: BRIAN BENEDICT, RLS

ENGINEER

HILGARTWILSON, LLC
2141 E. HIGHLAND AVENUE SUITE 250
PHOENIX, AZ 85016
PHONE: (602) 490-0535
FAX: (602) 368-2436
CONTACT: DAVID GEORGE
EMAIL: DGEORGE@HILGARTWILSON.COM

OWNER

FORESTAR (USA) REAL ESTATE GROUP INC
1661 EAST CAMELBACK ROAD SUITE 330
PHOENIX, ARIZONA 85016
PHONE: (480) 801-2421
CONTACT: BRIAN KONDERIK

BASIS OF BEARING

BASIS OF BEARING IS S00°20'42"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON RESULTS OF SURVEY, BOOK 1266 OF MAPS, PAGE 37, MARICOPA COUNTY RECORDS, BETWEEN THE MONUMENTS AS SHOWN HEREON.

BENCH MARK

BENCHMARK IS A FOUND 3" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE LOCATED AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, PER RECORD OF SURVEY PLSS SUBDIVISION AS RECORDED IN BOOK 638, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA.
ELEVATION = 1056.829 NAVD88 DATUM

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO 04013C2115L, WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

ZONING DESIGNATION

"PR" PLANNED RESIDENTIAL

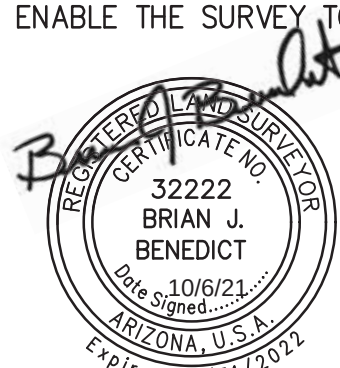
100 YEAR ASSURED WATER SUPPLY

THIS SUBDIVISION IS WITHIN THE CITY OF BUCKEYE WATER SERVICE AREA AND HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES, CERTIFICATE NUMBER: 30-402056.0001

CERTIFICATION

I, BRIAN BENEDICT, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF 7 SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF JUNE, 2018. 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.

BRIAN J. BENEDICT
RLS# 32222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
bbenedict@hilgartwilson.com



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.

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DESERT MOON ESTATES PHASE 2 - PARCEL 5

APACHE ROAD & YUMA ROAD
BUCKEYE, ARIZONA

FINAL PLAT

STATUS:

PROJ. NO.: 1826

DATE: OCT 2021

SCALE: NONE

DRAWN: JHYD/WRM

APPROVED: BJB

MUNICIPAL TRACKING NO:

PLZS-20-00041

DWG. NO.

FP01

SHT. 1 OF 9

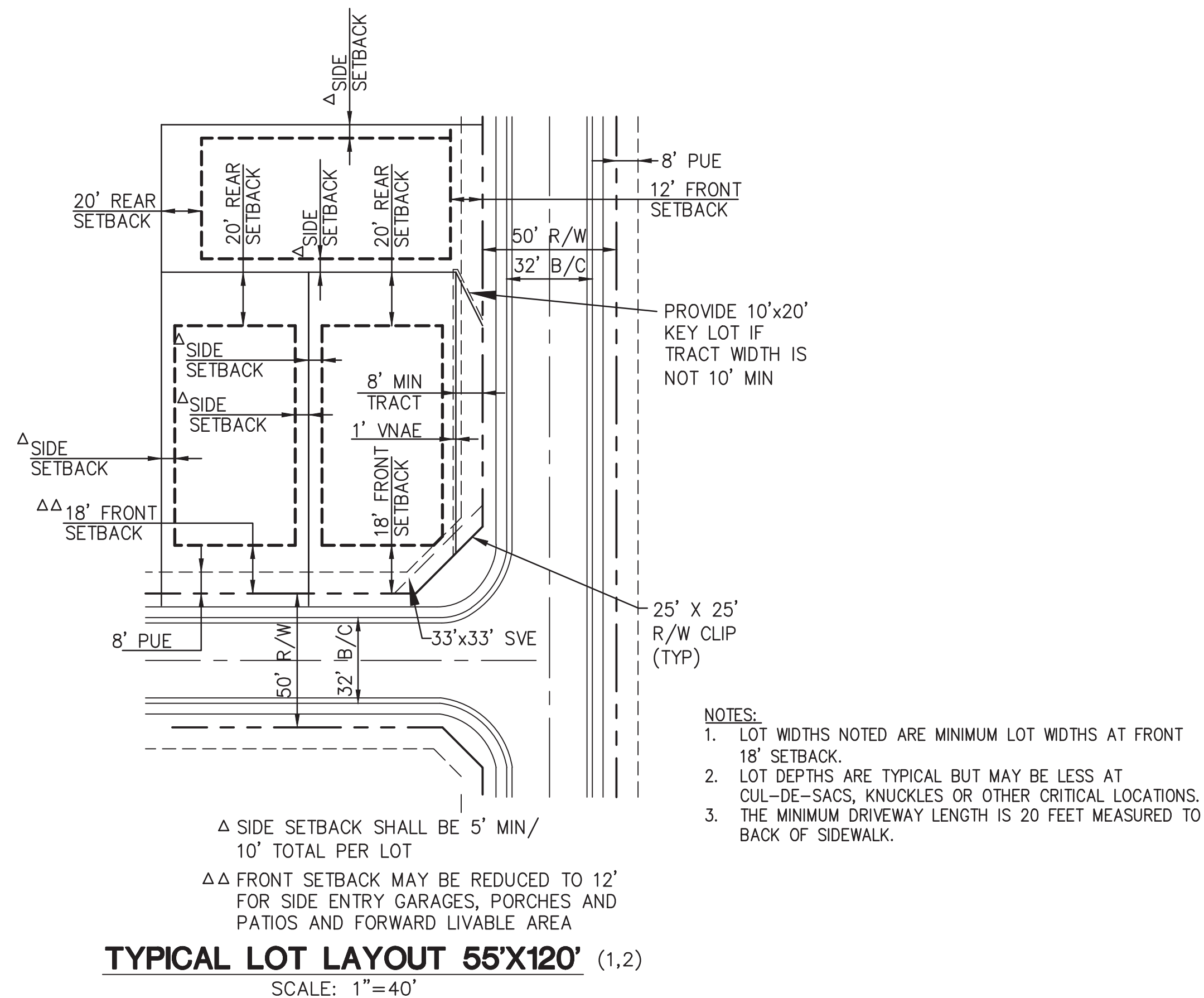
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	6975	0.160
LOT : 2	6600	0.152
LOT : 3	6600	0.152
LOT : 4	6600	0.152
LOT : 5	6625	0.152
LOT : 6	7628	0.175
LOT : 7	7057	0.162
LOT : 8	7334	0.168
LOT : 9	7356	0.169
LOT : 10	7024	0.161
LOT : 11	7003	0.161
LOT : 12	6847	0.157
LOT : 13	6655	0.153
LOT : 14	6655	0.153
LOT : 15	6655	0.153
LOT : 16	6655	0.153
LOT : 17	6845	0.157
LOT : 18	7253	0.167
LOT : 19	6724	0.154
LOT : 20	6674	0.153
LOT : 21	6761	0.155
LOT : 22	6761	0.155
LOT : 23	6761	0.155
LOT : 24	6761	0.155
LOT : 25	7208	0.165
LOT : 26	7367	0.169
LOT : 27	8080	0.185
LOT : 28	8102	0.186

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 29	7459	0.171
LOT : 30	7093	0.163
LOT : 31	6617	0.152
LOT : 32	6600	0.152
LOT : 33	6672	0.153
LOT : 34	7590	0.174
LOT : 35	8224	0.189
LOT : 36	9924	0.228
LOT : 37	7299	0.168
LOT : 38	7425	0.170
LOT : 39	7422	0.170
LOT : 40	7236	0.166
LOT : 41	7595	0.174
LOT : 42	7377	0.169
LOT : 43	7223	0.166
LOT : 44	7200	0.165
LOT : 45	6899	0.158
LOT : 46	7062	0.162
LOT : 47	6598	0.151
LOT : 48	6594	0.151
LOT : 49	7466	0.171
LOT : 50	7478	0.172
LOT : 51	6713	0.154
LOT : 52	7028	0.161
LOT : 53	7015	0.161
LOT : 54	6600	0.152
LOT : 55	6600	0.152
LOT : 56	7784	0.179

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 57	8424	0.193
LOT : 58	6860	0.157
LOT : 59	7234	0.166
LOT : 60	7402	0.170
LOT : 61	7490	0.172
LOT : 62	7271	0.167
LOT : 63	6638	0.152
LOT : 64	6914	0.159
LOT : 65	7265	0.167
LOT : 66	6608	0.152
LOT : 67	6612	0.152
LOT : 68	6872	0.158
LOT : 69	7373	0.169
LOT : 70	8404	0.193
LOT : 71	7511	0.172
LOT : 72	6999	0.161
LOT : 73	6849	0.157
LOT : 74	6481	0.149
LOT : 75	6600	0.152
LOT : 76	6600	0.152
LOT : 77	6600	0.152
LOT : 78	6600	0.152
LOT : 79	6600	0.152
LOT : 80	6600	0.152
LOT : 81	6605	0.152
LOT : 82	7732	0.178
LOT : 83	7237	0.166
LOT : 84	7283	0.167

		TRACT TABLE
TRACT	AREA (ACRES)	USE
TRACT 5A	0.0231	LANDSCAPE AND OPEN SPACE
TRACT 5B	0.0230	LANDSCAPE AND OPEN SPACE
TRACT 5C	0.4554	LANDSCAPE, DRAINAGE, OPEN SPACE AND SEWER EASEMENT
TRACT 5D	1.0010	LANDSCAPE, DRAINAGE, OPEN SPACE AND PEDESTRIAN ACCESS
TRACT 5E	0.0442	LANDSCAPE AND OPEN SPACE
TRACT 5F	1.5753	LANDSCAPE, DRAINAGE, OPEN SPACE AND PEDESTRIAN ACCESS
TRACT 5G	0.0238	LANDSCAPE AND OPEN SPACE
TRACT 5H	0.0537	LANDSCAPE AND OPEN SPACE
TRACT 5I	0.0207	LANDSCAPE AND OPEN SPACE
TRACT 5J	1.9530	ELECTIC EASEMENT, LANDSCAPE, DRAINAGE, OPEN SPACE, PEDESTRIAN ACCESS AND SEWER EASEMENT
TRACT 5K	2.5449	LANDSCAPE, DRAINAGE, OPEN SPACE, PEDESTRIAN ACCESS AND ELECTRIC EASEMENT

RIGHT OF WAY TABLE		
RIGHT OF WAY	AREA (SQ.FT)	AREA (ACRES)
239TH DRIVE	45,534	1.0453
239TH LANE	4,543	0.1043
240TH AVENUE	27,449	0.6301
240TH DRIVE	15,739	0.3613
240TH DRIVE	4,775	0.1096
241ST AVENUE	8,987	0.2063
APACHE ROAD	45,244	1.0387
DURANGO STREET	103,108	2.3670
HOPI STREET	29,886	0.6861
HOPI STREET	18,970	0.4355
MOHAVE STREET	71,450	1.6403



SITE SUMMARY TABLE								
PARCEL NO.	ZONING	TYPICAL LOT WIDTH X DEPTH (5,6)	MINIMUM YARD SETBACKS					ALLOWABLE LOT COVERAGE
			FRONT TO LIVABLE	FRONT TO GARAGE (FRONT FACING)	FRONT TO SIDE GARAGE (SIDE LOADED)	REAR	SIDE	
5	PR	55' X 120'	12' (1,4)	18' (2,4)	12' (3,4)	20'	5' & 5' 10' TOTAL	(8)

- 1) TO LIVABLE AREA WHEN HOME HAS A RECESSED GARAGE.
- 2) FOR FRONT LOADING GARAGES
- 3) FOR SIDE LOADING GARAGES
- 4) ALL DRIVEWAYS SHALL BE A MINIMUM LENGTH OF 20' AS MEASURED FROM THE BACK OF THE SIDEWALK TO THE FRONT GARAGE PLANE.
- 5) LOT WIDTH IS MEASURED AT 18' FRONT SETBACK FOR ALL LOTS.
- 6) TYPICAL LOT DEPTH MAY BE REDUCED BY UP TO 10 FEET.
- 8) NOT APPLICABLE. CONTROLLED BY BUILDING SETBACKS.

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STATUS:

PROJ. NO.: 1826

DATE: OCT 2021

SCALE: AS SHOWN

DRAWN: JHVD/M

DESERT MOON ESTATES PHASE 2 - PARCEL 5

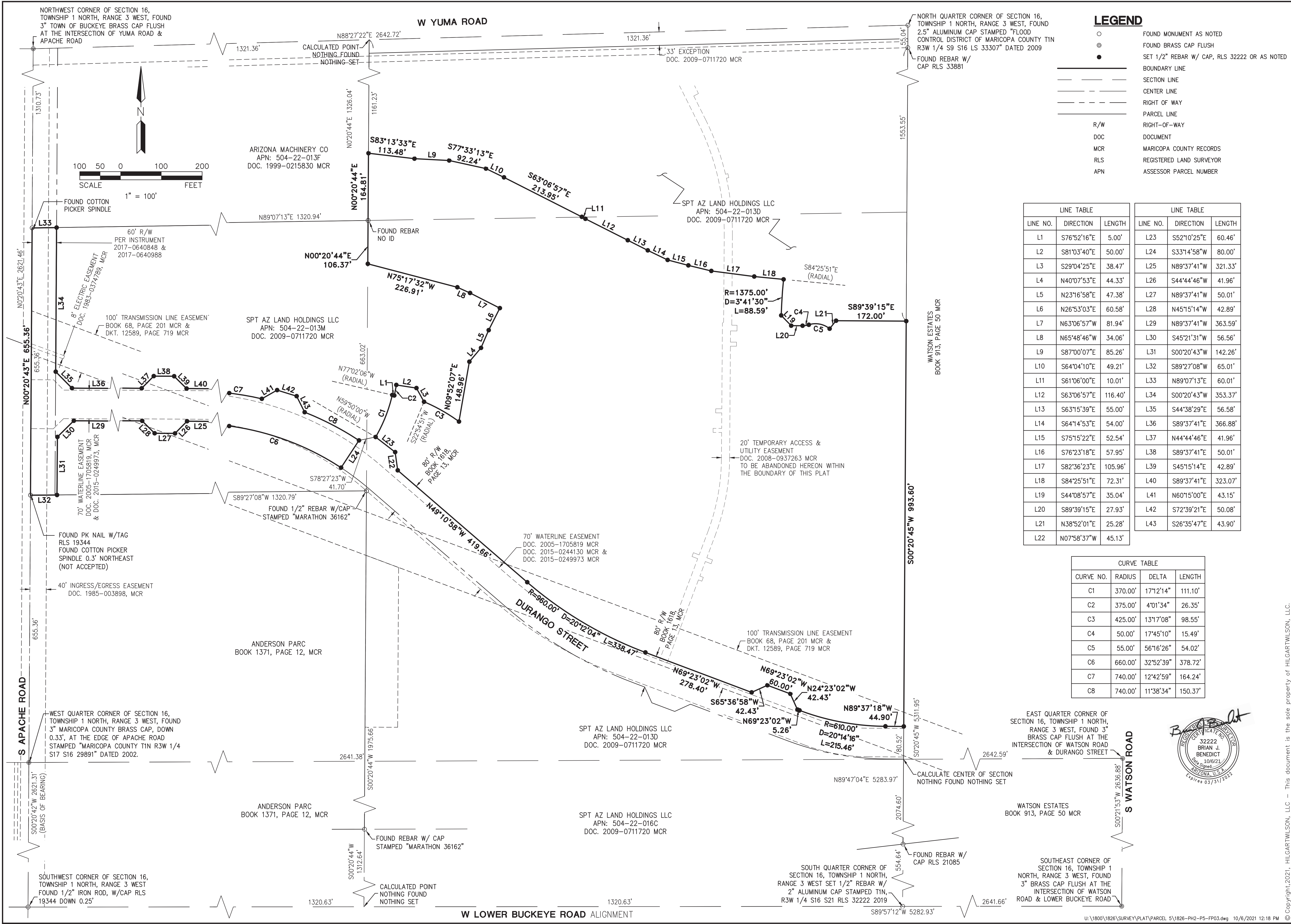
APACHE ROAD & YUMA ROAD

BUCKEYE, ARIZONA

PLANT



32222
BRIAN J.
BENEDICT
10/6/21
Date Signed.....
ARIZONA, U.S.A.
Expires 03/31/2022



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DESERT MOON ESTATES PHASE 2 - PARCEL 5

APACHE ROAD & YUMA ROAD
BUCKEYE, ARIZONA

FINAL PLAT

STATUS:

PROJ. NO.: 1826

DATE: OCT 2021

SCALE: AS SHOWN

DRAWN: JHYD/MRM

APPROVED: BJB

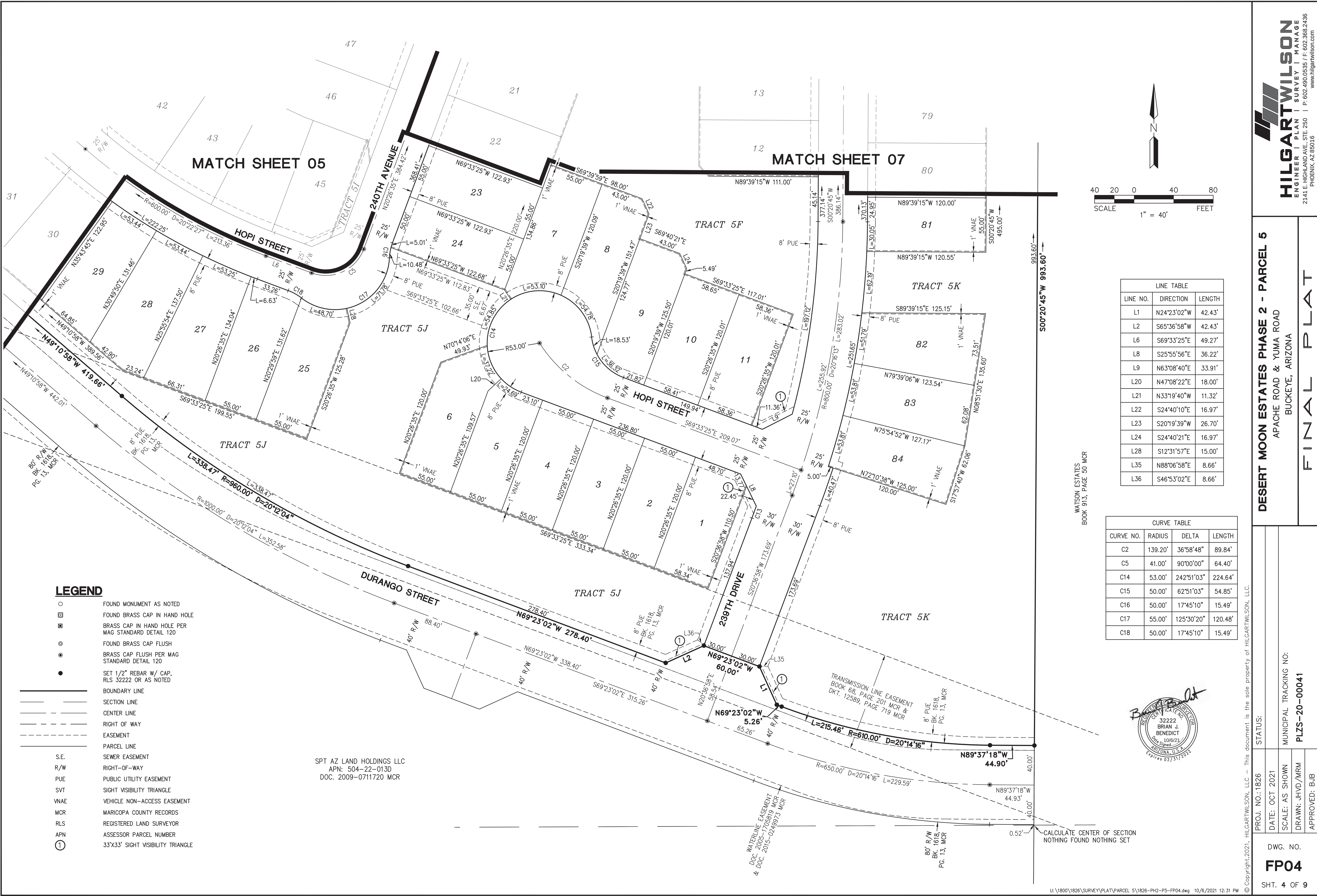
MUNICIPAL TRACKING NO:
PLZS-20-00041

DWG. NO.

FP03

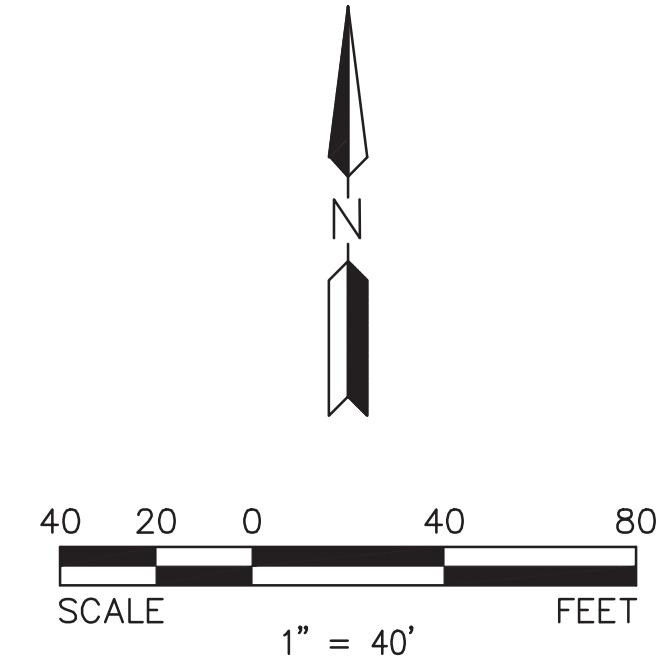
SHT. 3 OF 9

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com



DESERT MOON ESTATES PHASE 2 - PARCEL 5
APACHE ROAD & YUMA ROAD
BUCKEYE, ARIZONA
FINAL PLAT

PROJ. NO.: 1826	STATUS:	DWG. NO.	
DATE: OCT 2021		FP04	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:	SHT. 4 OF 9	
DRAWN: JHYD/WRM	PLZS-20-00041		
APPROVED: BJB			

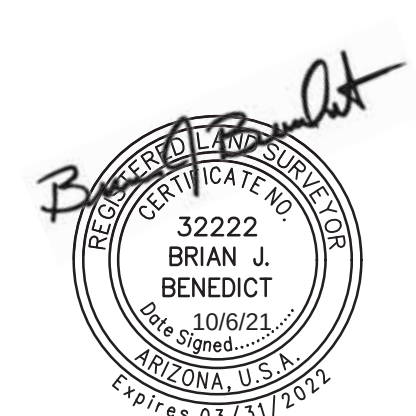


LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N24°23'02"W	42.43'
L2	S65°36'58"W	42.43'
L6	S69°33'25"E	49.27'
L8	S25°55'56"E	36.22'
L9	N63°08'40"E	33.91'
L20	N47°08'22"E	18.00'
L21	N33°19'40"W	11.32'
L22	S24°40'10"E	16.97'
L23	S20°19'39"W	26.70'
L24	S24°40'21"E	16.97'
L28	S12°31'57"E	15.00'
L35	N88°06'58"E	8.66'
L36	S46°53'02"E	8.66'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C2	139.20'	36°58'48"	89.84'
C5	41.00'	90°00'00"	64.40'
C14	53.00'	242°51'03"	224.64'
C15	50.00'	62°51'03"	54.85'
C16	50.00'	17°45'10"	15.49'
C17	55.00'	125°30'20"	120.48'
C18	50.00'	17°45'10"	15.49'



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STATUS: PROJ. NO.: 1826

DATE: OCT 2021

MUNICIPAL TRACKING NO: PLZS-20-00041

DRAWN: JHYD/MRM

APPROVED: BJB

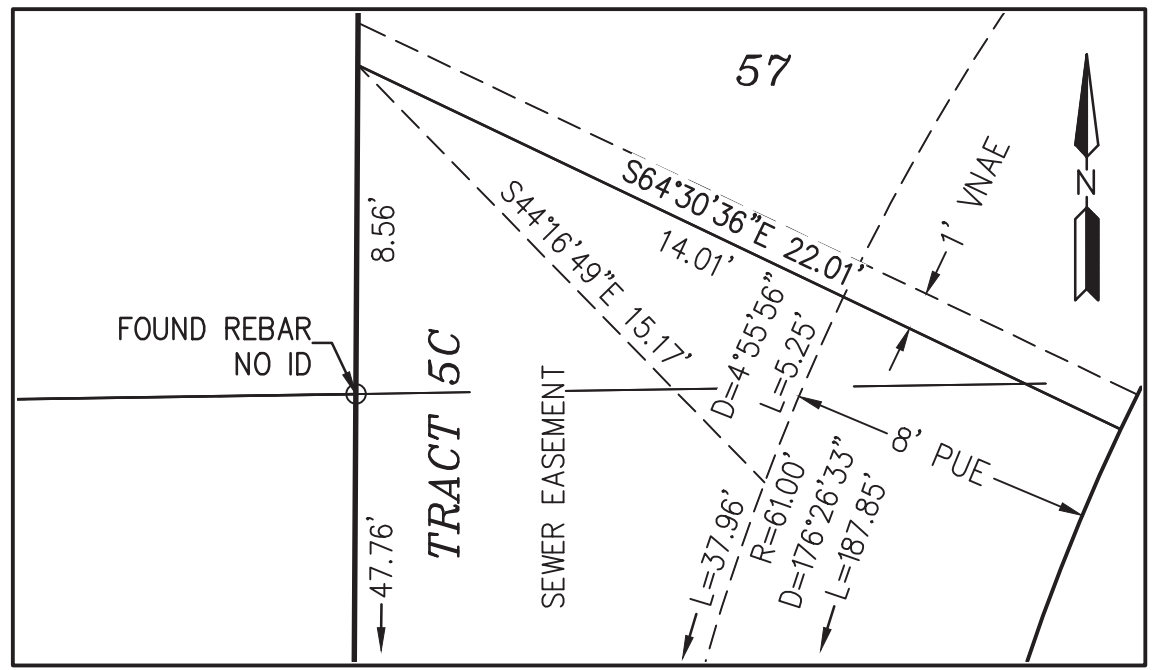
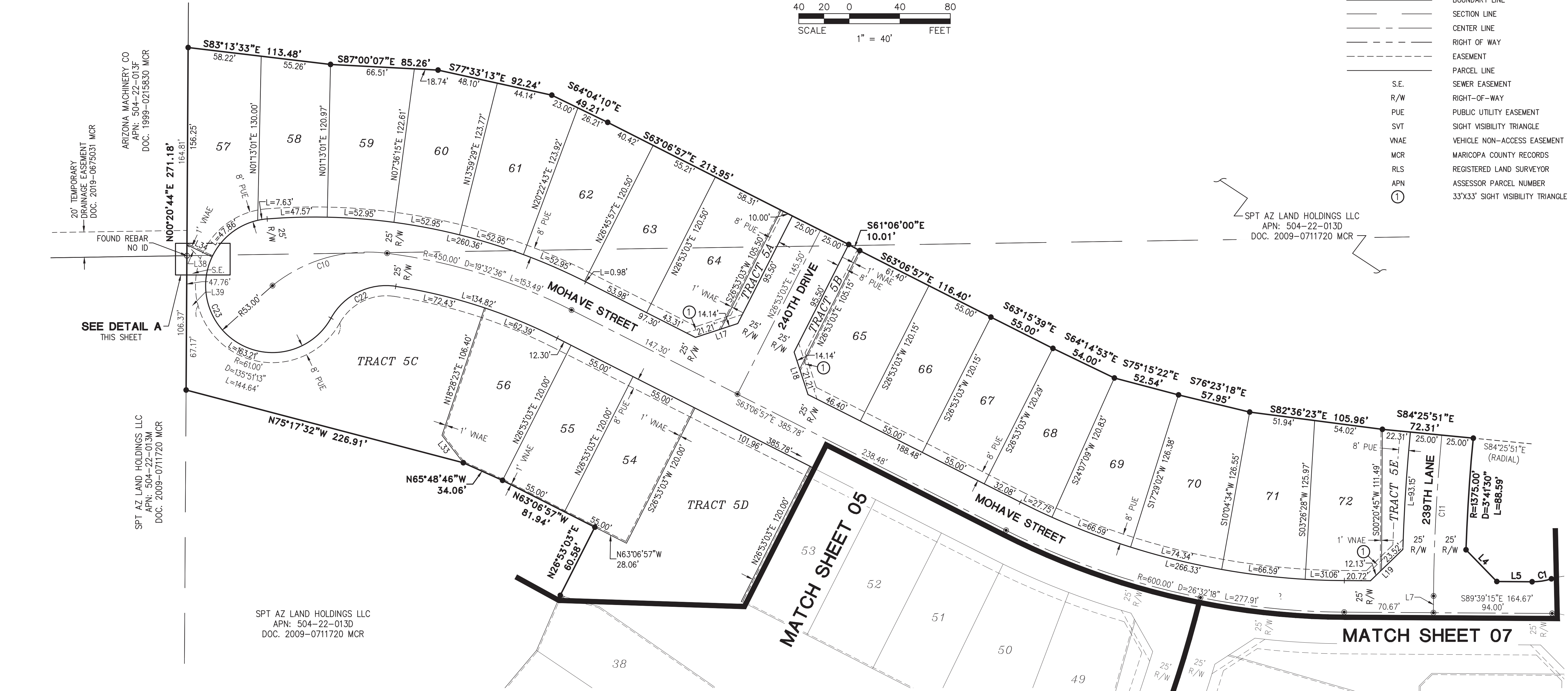
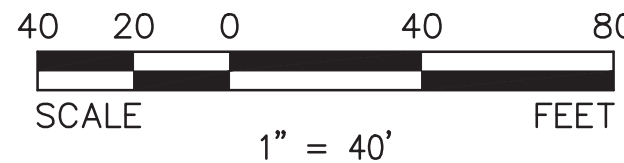
DWG. NO.

FP06

SHT. 6 OF 9

LEGEND

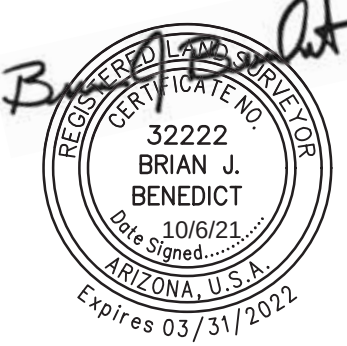
- FOUND MONUMENT AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊠ BRASS CAP IN HAND HOLE PER MAG STANDARD DETAIL 120
- ⊙ FOUND BRASS CAP FLUSH
- ⊙ BRASS CAP FLUSH PER MAG STANDARD DETAIL 120
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT
- PARCEL LINE
- S.E. SEWER EASEMENT
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- SVT SIGHT VISIBILITY TRIANGLE
- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- ① 33'x33' SIGHT VISIBILITY TRIANGLE



DETAIL A
NOT TO SCALE

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L4	S44°08'57"E	35.04'
L5	S89°39'15"E	27.93'
L7	S00°20'45"W	13.25'
L17	S71°53'03"W	35.36'
L18	N18°06'57"W	35.36'
L19	S45°50'02"W	35.65'
L33	N37°46'48"W	27.52'
L34	S64°30'36"E	22.01'
L38	S44°16'49"E	15.17'
L39	S87°23'42"E	9.11'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	50.00'	17°45'10"	15.49'
C10	120.16'	46°12'48"	96.92'
C11	1400.00'	51°3'23"	127.62'
C22	50.00'	69°39'40"	60.79'
C23	53.00'	236°25'52"	218.70'

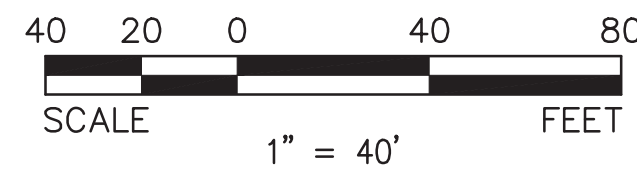


DESERT MOON ESTATES PHASE 2 - PARCEL 5
APACHE ROAD & YUMA ROAD
BUCKEYE, ARIZONA
FINAL PLAT

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PROJ. NO.: 1826	STATUS:
DATE: OCT 2021	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: JHVD/MRM	PLZS-20-00041
APPROVED: BJB	

DWG. NO.
FP07
SHT. 7 OF 9

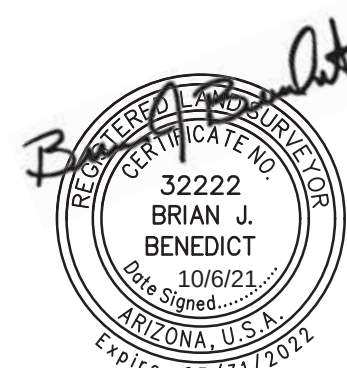


LEGEND

○	FOUND MONUMENT AS NOTED
⊠	FOUND BRASS CAP IN HAND HOLE
⊞	BRASS CAP IN HAND HOLE PER MAG STANDARD DETAIL 120
⊙	FOUND BRASS CAP FLUSH
⦿	BRASS CAP FLUSH PER MAG STANDARD DETAIL 120
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
—	BOUNDARY LINE
- - -	SECTION LINE
- · - · -	CENTER LINE
- - - - -	RIGHT OF WAY
- · - · - · -	EASEMENT
- · - · - · - · -	PARCEL LINE
- · - · - · - · - · -	SEWER EASEMENT
- · - · - · - · - · - · -	RIGHT-OF-WAY
- · - · - · - · - · - · - · -	PUBLIC UTILITY EASEMENT
- · - · - · - · - · - · - · - · -	SIGHT VISIBILITY TRIANGLE
- · - · - · - · - · - · - · - · - · -	VEHICLE NON-ACCESS EASEMENT
- · - · - · - · - · - · - · - · - · - · -	MARICOPA COUNTY RECORDS
- · - · - · - · - · - · - · - · - · - · - · -	REGISTERED LAND SURVEYOR
- · - · - · - · - · - · - · - · - · - · - · - · -	ASSESSOR PARCEL NUMBER
①	33'X33' SIGHT VISIBILITY TRIANGLE

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L10	S44°39'15"E	35.36'
L11	N57°00'26"E	37.75'
L25	N44°39'15"W	14.14'
L26	N45°20'45"E	14.14'
L27	S27°10'10"E	13.71'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C3	41.00'	90°00'00"	64.40'
C4	1010.00'	6°23'15"	112.60'
C12	600.00'	26°32'18"	277.91'
C24	55.00'	125°30'20"	120.48'
C25	50.00'	17°45'10"	15.49'



NORTH QUARTER CORNER OF SECTION 16,
TOWNSHIP 1 NORTH, RANGE 3 WEST, FOUND
2.5" ALUMINUM CAP STAMPED "FLOOD
CONTROL DISTRICT OF MARICOPA COUNTY T1N
R3W 1/4 S9 S16 LS 33307" DATED 2009

FOUND REBAR W/
CAP RLS 33881

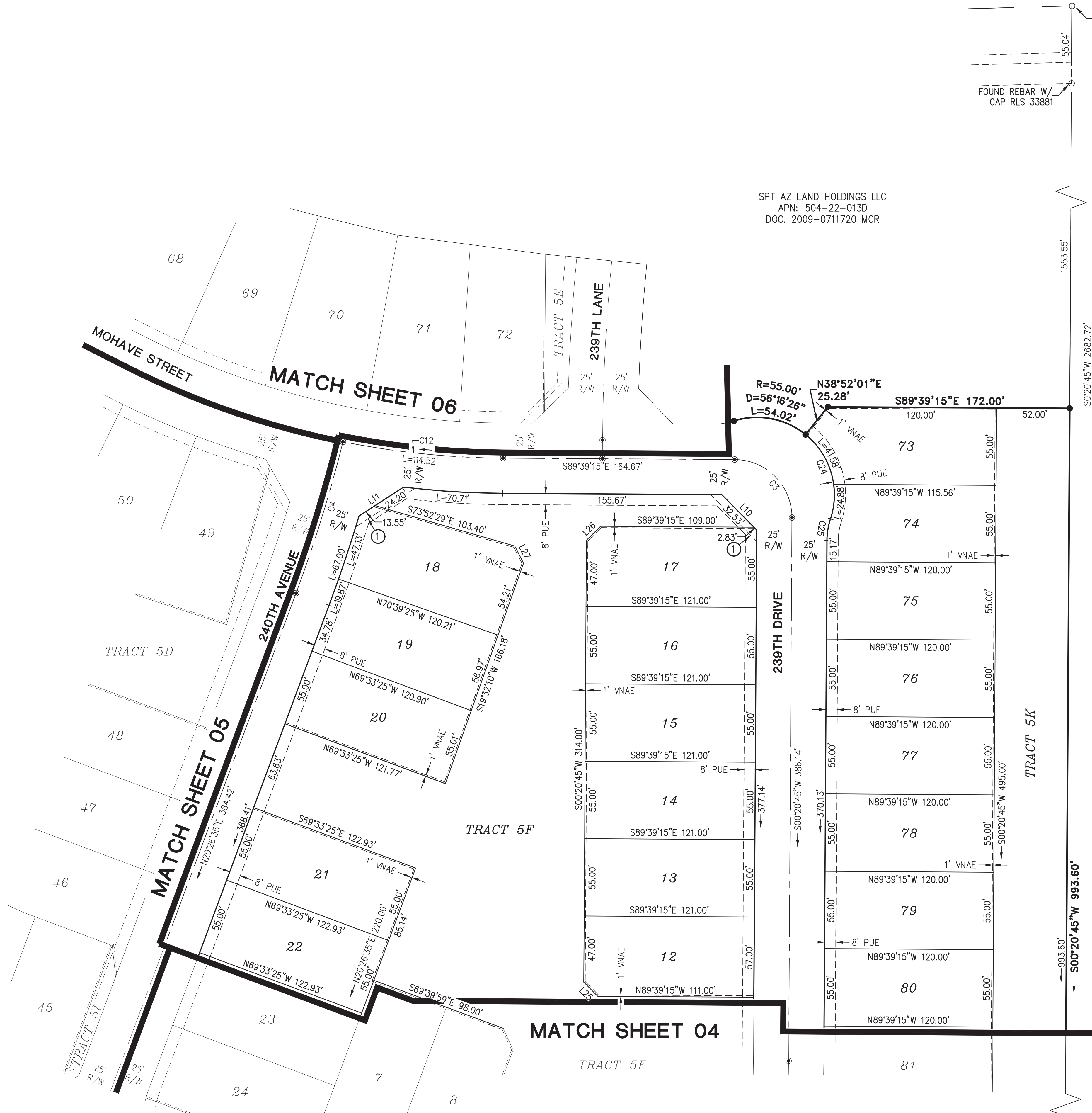
SPT AZ LAND HOLDINGS LLC
APN: 504-22-013D
DOC. 2009-0711720 MCR

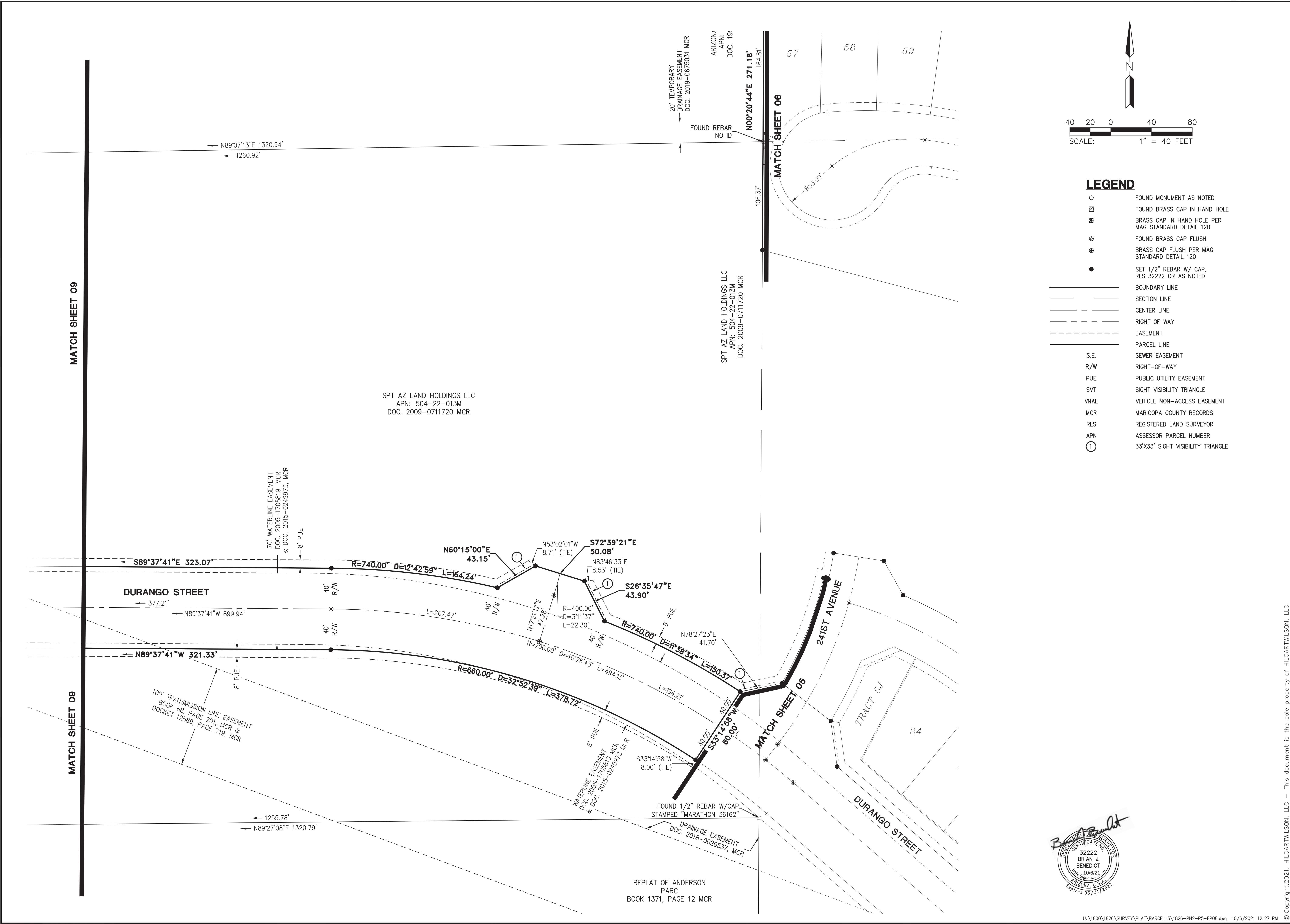
WATSON ESTATES
BOOK 913, PAGE 50 MCR

S0°20'45"W 2682.72'

S00°20'45"W 993.60'

CALCULATE CENTER OF SECTION
NOTHING FOUND NOTHING SET





HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016

DESERT MOON ESTATES PHASE 2 - PARCEL 5

APACHE ROAD & YUMA ROAD
BUCKEYE, ARIZONA

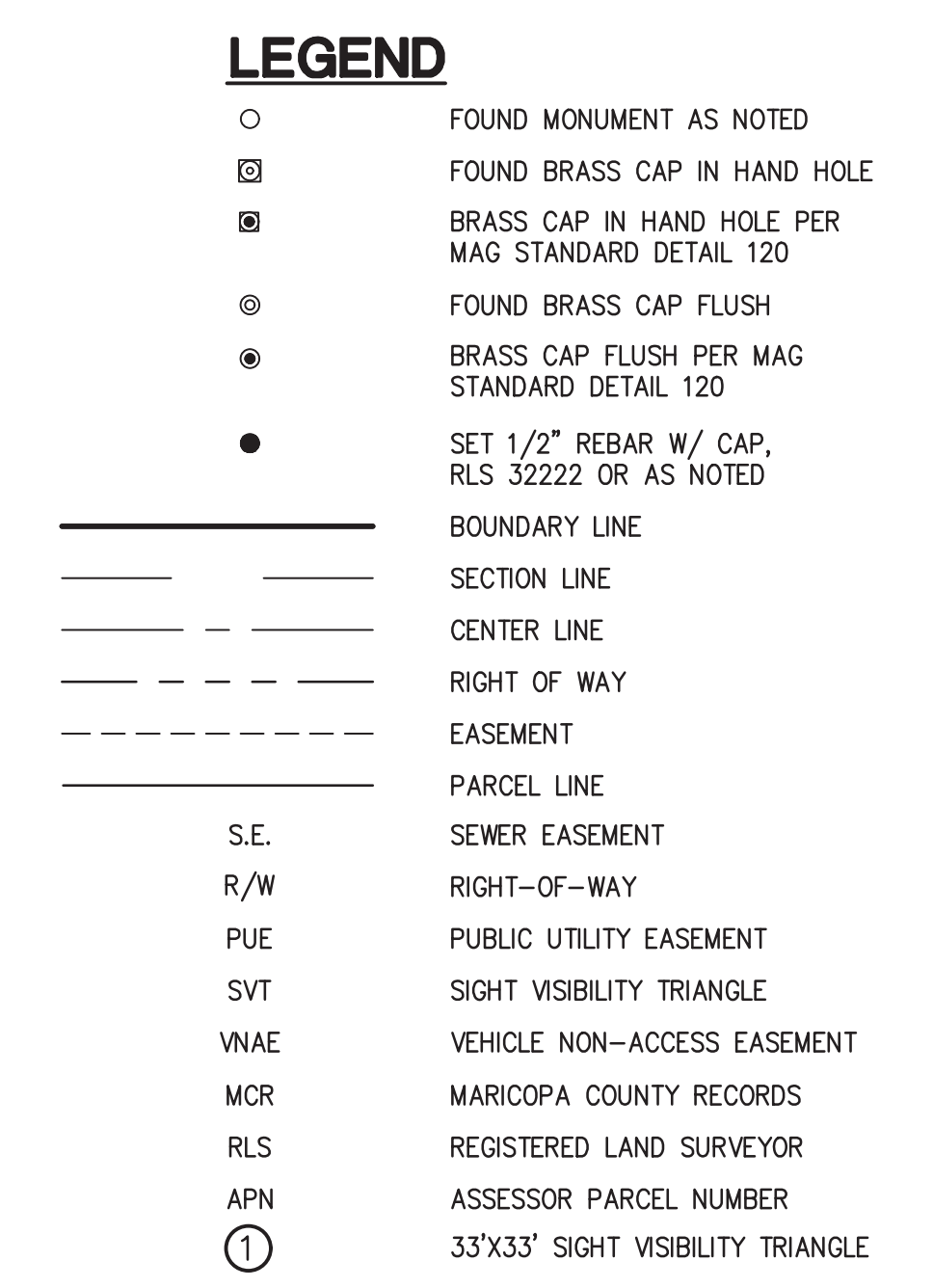
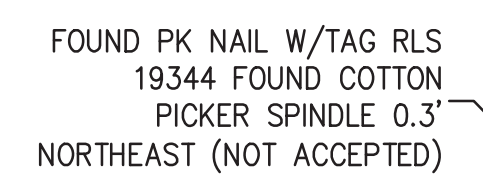
FINAL PLAT

PROJ. NO.: 1826	STATUS:
DATE: OCT 2021	MUNICIPAL TRACKING NO:
SCALE: AS SHOWN	PLZS-20-00041
DRAWN: JHYD/MRM	APPROVED: BJB

DWG. NO.

FP08

SHT. 8 OF 9



Desert Moon Estates

Parcel 5 Final Plat Narrative

Generally Southeast of Yuma Road and Apache Road
City of Buckeye, Arizona

Prepared for:

SPT AZ Land Holdings, LLC
2 Park Plaza, Suite 700
Irvine, CA 92614
Telephone: 949.417.1396
Fax: 949.417.1399
Contact: Brian Rupp

Prepared by:

HILGARTWILSON, LLC
2141 East Highland Avenue, Suite 250
Phoenix, AZ 85016
Telephone: 602.730.3865
Fax: 602.368.2436
Contact: David George

Date: February 11, 2020

Desert Moon Estates

Parcel 5 Final Plat Narrative

TABLE OF CONTENTS

PROJECT OVERVIEW 3

CURRENT SITE CONDITIONS..... 3

DESCRIPTION OF REQUEST 4

 CONFORMANCE WITH GENERAL PLAN..... 4

 ZONING 4

 DEVELOPMENT SEQUENCE 4

 LAND USE 4

 PARKS AND OPEN SPACE..... 4

 PROPOSED TRAILS..... 4

PUBLIC UTILITIES AND SERVICES 5

 WATER SOURCE 5

 WASTEWATER MANAGEMENT 5

 REFUSE PROVIDER..... 5

 FIRE PROTECTION..... 5

 POLICE PROTECTION 5

 IMPACT ON SCHOOLS 5

DEVELOPMENT STANDARDS..... 6

EXHIBITS 7

PROJECT OVERVIEW

Desert Moon Estates is a 200-acre parcel within a planned development located within the City of Buckeye, approximately one-quarter mile south of I-10 and approximately three miles east of SR-85, generally southeast of Yuma Road and Apache Road.

A preliminary plat was approved in 2018, changing the local street alignments, product mix, open space provided, the local roadway right-of-way width (from 40 feet to 50 feet), and the community entry points.

Desert Moon Estates provides 739 single family lots and several neighborhood parks (approximately 43.29 acres of open space). Desert Moon Estates will be developed in three phases. Phase 1 includes the south portion of the Project, Phase 2 includes the middle portion of the Project and Phase 3 includes the northern portion of the Project. This narrative supports Parcel 5 in Phase 2 (hereinafter referred to as the Project or Property).

CURRENT SITE CONDITIONS

The Property is vacant desert within the City of Buckeye. The Property generally slopes from the north-northwest to the south-southeast at a slope of approximately 1% due south and 0.2% due east.

Site constraints include the following: 1) two overhead powerline corridors with one traversing northwesterly to southeasterly across the middle of the Property and the second traversing the Property along the southern property line, 2) an existing potable water main crossing the property generally following the northern overhead powerline corridor, 3) an existing sewer main associated with the Watson Road CFD and is located adjacent to the southern overhead powerline corridor, and 4) existing drainage swales which generally drain from north-northwest to south-southeast and are localized in nature.

Construction of the Phase 1 improvements has started. Adjacent properties consist of various residential land uses and additional vacant desert land. The Project and surrounding area General Plan designations, Zoning Districts, and land uses are outlined in the following table.

Site and Surrounding Properties

General Plan		Zoning	Land Use
Site	MDR	Planned Residential (PR)	Vacant Desert
North	MDR	Planned Residential (PR) Planned Community (PC)	Single Family Residential (Acacia Crossing & Sundance Parcel 2)
East	MDR	Planned Residential (PR)	Single Family Residential (Watson Estates)
South	MDR	Planned Community (PC)	Vacant Desert
West	MDR	Planned Residential (PR) Commercial Center	Mobile Home Park Single Family Residential (Anderson Parc) Vacant APS Facility

DESCRIPTION OF REQUEST

The proposed Final Plat conforms to the existing zoning, parks, and open space requirements. The purpose of this request is to process a Final Plat for 84 lots with a typical lot size of 55'x120'.

CONFORMANCE WITH GENERAL PLAN

The current land use designation is Low Density Residential which provides for unit density of 3.01 to 6.0 dwelling units per acre. The proposed density for the Project is 3.16 du/ac. The project as proposed is in conformance with the current General Plan.

ZONING

The City's current zoning for the Project is Planned Residential (PR) and the conceptual land plan is in conformance with its requirements.

DEVELOPMENT SEQUENCE

Phase 2 includes Parcel 3, Parcel 4, Parcel 5, Durango Street, and the adjacent half-street of Apache Road. All of Phase 2 construction will be concurrent. Infrastructure improvements will be installed as necessary so that the improvements have looped water service, two point of access, and stormwater management that complies with City of Buckeye standards.

LAND USE

The Project proposes 84 single family lots with a typical lot size of 55'x120'.

PARKS AND OPEN SPACE

Active and passive open spaces are provided within Desert Moon Estates Community per the City of Buckeye minimum open space requirements. An existing sewer easement and utility easement located along the southern boundary will be used for recreational purposes. The Project meets or exceeds the minimum 15% open space and 7 acres/1,000 population active open space requirements.

PROPOSED TRAILS

Paved trails will traverse through the open space located throughout the Project. The trails will provide a link between other parcels, as well as provide access to amenities and parks.

PUBLIC UTILITIES AND SERVICES

WATER SOURCE

The water system will consist of looped 8-inch mains located in residential streets serving individual parcels. The onsite 8-inch water mains in the second phase of Desert Moon Estates will connect to the existing 16-inch water main in Durango Street and the future Phase 3 Parcels. The water system will be fed by the existing Lower Buckeye water campus located southwest of the Project. Water infrastructure serving Desert Moon Estates will be owned and operated by the City of Buckeye.

WASTEWATER MANAGEMENT

The wastewater system infrastructure for the second phase of Desert Moon Estates will consist of 8-inch and 10-inch sewer mains that will convey flows south to 8-inch and 10-inch sewer mains in Durango Street. The Durango Street sewer flows to a 12-inch sewer main that drains south through Parcel 3 and into Phase 1. As Phases 1 and 2 are downstream of future Phase 3 of the Desert Moon Estates development, the sewer mains within Phases 1 and 2 have been sized for build-out conditions.

Sewer flows from the Project area will be treated by the Central Buckeye Water Reclamation Facility (WRF) located south of Beloit Road between Miller Road and Apache Road. Wastewater infrastructure serving Desert Moon Estates will be owned and operated by the City of Buckeye.

REFUSE PROVIDER

City of Buckeye will provide service.

FIRE PROTECTION

Buckeye Fire Department Station 701 will provide service. The nearest fire station is located at 404 South Miller Road, Buckeye, AZ 85326.

POLICE PROTECTION

Buckeye Police Department will provide service. The nearest police station is located at 100 North Apache Road #D, Buckeye, Arizona 85326.

IMPACT ON SCHOOLS

The project is located within Buckeye Elementary School District and Buckeye Union High School District 201 jurisdictional boundaries. Existing schools within the vicinity of the Project are listed below:

- | | |
|---|---|
| • Sundance Elementary School
23800 West Hadley Street
Buckeye, AZ 85326
623.847.8531 | • Youngker High School
3000 South Apache Road
Buckeye, AZ 85326
623.474.0100 |
|---|---|

The school districts have been formally informed about the Project and are aware of the projected increase in number of students.

DEVELOPMENT STANDARDS

The proposed development standards are outlined below:

SITE SUMMARY TABLE								
PARCEL NO.	ZONING	TYPICAL LOT WIDTH X DEPTH (5,6)	MINIMUM YARD SETBACKS					ALLOWABLE LOT COVERAGE
			FRONT TO LIVABLE	FRONT TO GARAGE (FRONT FACING)	FRONT TO SIDE GARAGE (SIDE LOADED)	REAR	SIDE	
5	PR	55' X 120'	12' (1,4)	18' (2,4)	12' (3,4)	20'	5' & 5' 10' TOTAL	(8)

- 1) TO LIVABLE AREA WHEN HOME HAS A RECESSED GARAGE.
- 2) FOR FRONT LOADING GARAGES
- 3) FOR SIDE LOADING GARAGES
- 4) ALL DRIVEWAYS SHALL BE A MINIMUM LENGTH OF 20' AS MEASURED FROM THE BACK OF THE SIDEWALK TO THE FRONT GARAGE PLANE.
- 5) LOT WIDTH IS MEASURED AT 18' FRONT SETBACK FOR ALL LOTS.
- 6) TYPICAL LOT DEPTH MAY BE REDUCED BY UP TO 10 FEET.
- 8) NOT APPLICABLE. CONTROLLED BY BUILDING SETBACKS.

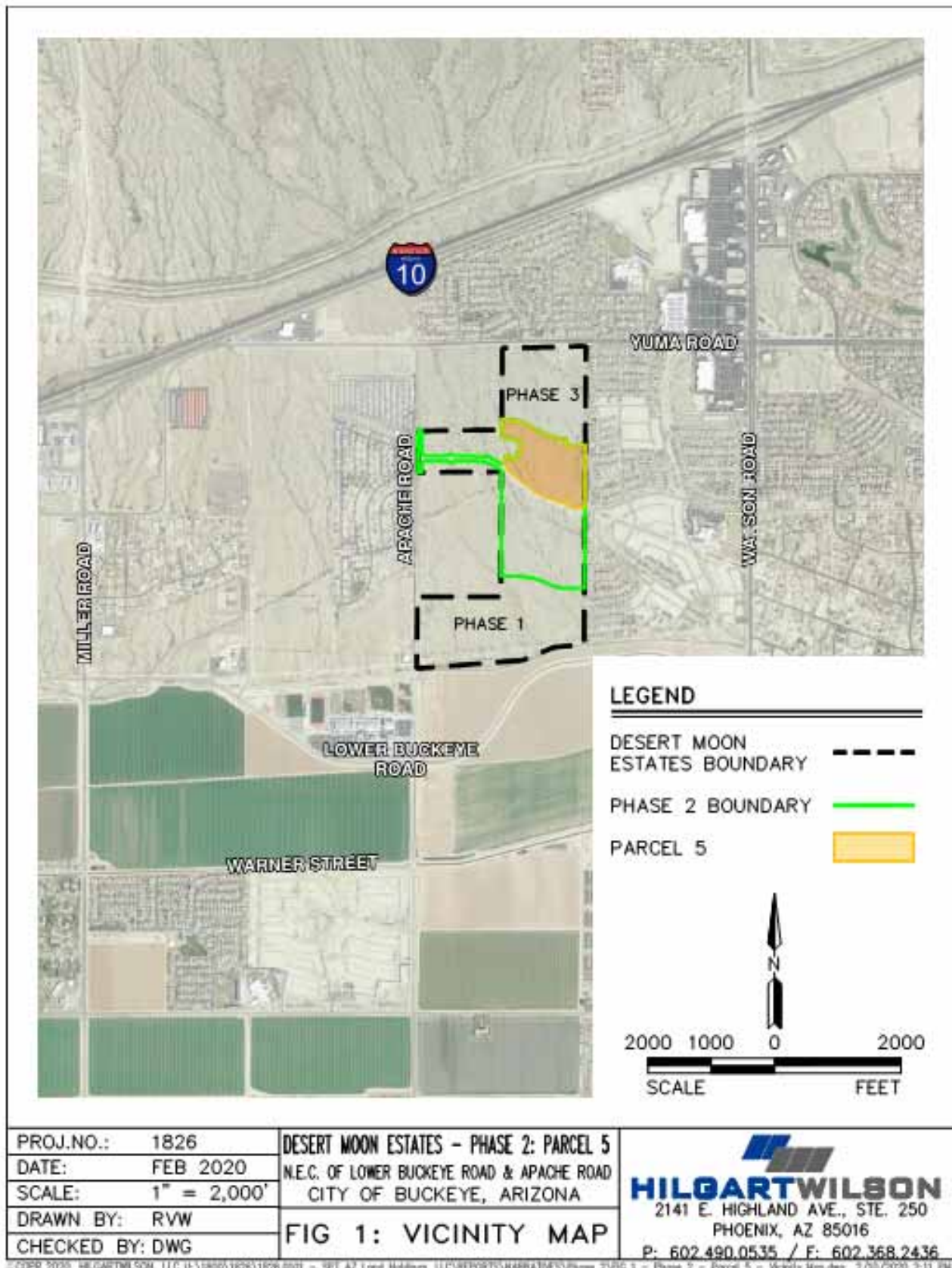
EXHIBITS

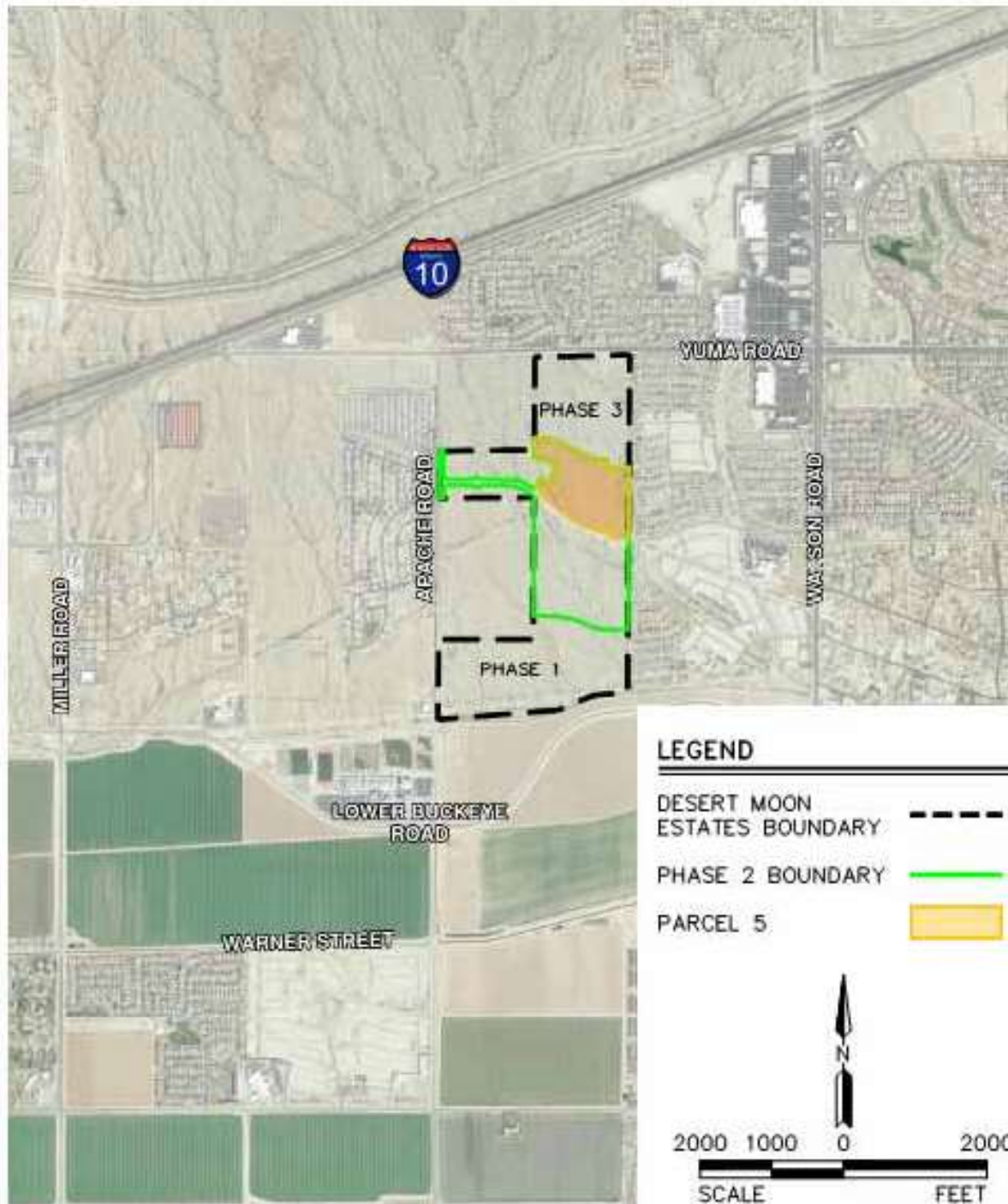
General Plan Land Use Map



Zoning Map







PROJ.NO.:	1826
DATE:	FEB 2020
SCALE:	1" = 2,000'
DRAWN BY:	RVW
CHECKED BY:	DWG

DESERT MOON ESTATES - PHASE 2: PARCEL 5
 N.E.C. OF LOWER BUCKEYE ROAD & APACHE ROAD
 CITY OF BUCKEYE, ARIZONA

FIG 1: VICINITY MAP

HILGARTWILSON
 2141 E. HIGHLAND AVE., STE. 250
 PHOENIX, AZ 85016
 P: 602.490.0535 / F: 602.368.2436

RECORDING REQUESTED BY:

WCS 550013

1351623110353-2-3-2--
Sotor

WHEN RECORDED MAIL TO AND
ALL TAX STATEMENTS TO:

SPT AZ land Holdings
c/o The Shopoff Group
8951 Research Drive
Irvine, CA 92614

FOR RECORDERS USE ONLY

Certificate of Assured Water Supply

**STATE OF ARIZONA
DEPARTMENT OF WATER RESOURCES
CERTIFICATE OF ASSURED WATER SUPPLY**

This is to certify that

SPT AZ Land Holdings, LLC, a Delaware limited liability company as owner,

has met the requirements of A.R.S. §§ 45-576 and the applicable regulations, and

By powers vested in the Director of the Arizona Department of Water Resources by the
State of Arizona, and subject to the conditions contained in the applicable regulations,

Is issued this Certificate of Assured Water Supply for

Desert Moon Estates

Township 1 North, Range 3 West, Section 16

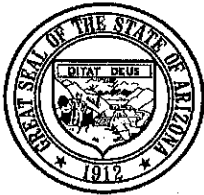
GSRB&M Maricopa County, PHOENIX Active Management Area

Sufficient water of adequate quality will be continuously available to satisfy the water demand of
the referenced subdivision for at least one hundred years. The referenced subdivision consists of
739 lots as described in the preliminary plat on file with the Department, and has an estimated
water demand of **409.35 acre-feet per year**. The subdivision will be served **groundwater** by
Valencia Water Company.

This Certificate is invalid as to any entity not named above.
This Certificate may be assigned pursuant to A.A.C. R12-15-705.

Certificate Number: 30-402056.0001

Original Issue Date: June 14, 2006



ARIZONA DEPARTMENT OF WATER RESOURCES

Sandra Fabrizio-Whitney
Assistant Director

26 JANUARY 2010
Date

TYPE A CERTIFICATE

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

MEETING DATE: 11/02/21	AGENDA ITEM: 6.M. Boards and Commissions Changes
DATE PREPARED: 10/29/21	DISTRICT NO.: ALL
STAFF LIAISON: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914	
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 appointment of Charles Hester as an Alternate Member (At-Large) of the Planning and Zoning Commission with a term expiration date of December, 2025.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The City encourages community involvement in our programs through our boards and commissions. Mr. Hester will be appointed to the vacant At-Large Alternate Member seat for a four-year term.

Boards and Commissions applications 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: 11/02/21	AGENDA ITEM: 6.N. One Arizona Opioid Settlement Agreement
DATE PREPARED: 10/29/21	DISTRICT NO.:
STAFF LIAISON: Nancy Love, Human Resources Director, nlove@buckeyeaz.gov, (623) 349-6255	
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 One Arizona Opioid Agreement, and authorize the Mayor to execute and deliver said Agreement on behalf of the City.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

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. Arizona has an opportunity to settle with some of the manufactures and distributors and secure financial resources to address the impacts of opioids in our community. The MOU approved by Council in December 2020 (attached) provided a vehicle for distributing opioid settlement funds fairly throughout Arizona's communities.

After years of negotiations, significant opioids actions have reached proposed final settlements. If these settlements are finalized, Arizona will receive up to \$549 million from the settlements, with the monies to be used for opioid treatment, prevention, and education. The total amount of money Arizona receives is dependent upon the number of local governments that participate in the One Arizona Opioid Agreement. The attached MOU and September 20, 2021 letter from Arizona Attorney General, Mark Brnovich, provides specifics on how settlement money will be distributed to Arizona counties, cities and towns.

To received these critically needed funds to assist in addressing the opioid crisis, staff recommends signing and returning the One Arizona Opioid Agreement by the November 10, 2021 deadline.

BENEFITS:

Funds received from proposed settlements will be used for treatment, prevention efforts and education in our community related to the opioid crisis.

FUTURE ACTION:

Signatures will be required for each individual settlement agreement and will be presented to Council once the settlements are finalized and received from the national settlement administrator.

FINANCIAL IMPACT STATEMENT:

The amount of money to be received from these settlements is unknown at this time.

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

ATTACHMENTS:

[Opioid Settlement and Letter from AG 09-20-21.pdf](#)

[One Arizona Opioid Settlement MOU print to pdf.pdf](#)



MARK BRNOVICH
Attorney General

Office of the Attorney General
State of Arizona
CIVIL LITIGATION DIVISION

September 20, 2021

S. Schmidt - City Attorney
Town of Buckeye
One E Washington St Ste 1600
Phoenix, AZ 85004
sschmidt@buckeyeaz.gov

Via U.S. Mail and Email

Re: National Opioid Settlements

Dear County, City & Town Leaders:

Late last year, I wrote requesting your participation in the *One Arizona Opioid Settlement Memorandum of Understanding* (the “*One Arizona Plan*” or “MOU”), an innovative plan and national model that created a common-sense structure for distributing opioid settlement funds fairly and effectively throughout Arizona’s communities. Recognizing the importance of ensuring that monies from opioids settlements be maximized and distributed expeditiously to ameliorate the opioid epidemic, every county and 90 of 91 cities and towns signed on to the *One Arizona Plan*.

After much hard work and years of negotiations, significant opioids actions have reached proposed final settlements. The first is a global settlement with three opioid distributors—McKesson, AmerisourceBergen, and Cardinal (“the Distributors Settlement”). The second is with opioid manufacturer Johnson & Johnson (“the J&J Settlement”). If these settlements are finalized, Arizona will receive up to \$549 million from the settlements, with the monies to be used for opioid treatment, prevention, and education. Arizona counties, cities and towns can participate in these settlements, regardless of whether they filed a lawsuit.

I, on behalf of the State, have formally indicated the State’s conditional approval for the proposed Distributors & J&J Settlements. The next phase for both settlements consists of subdivision sign-on, which must be concluded before January 2, 2022. You should be receiving notice directly from the national settlement administrators for both settlements in the near future. **The total amount of money that Arizonans receive is dependent upon the number of local governments that participate. Accordingly, it is imperative that your political subdivision respond to that notice and join our efforts.** If enough subdivisions participate in Arizona and across the nation (called “critical mass”), then both settlements will be finalized.

RECEIVED
SEP 22 2021

GUST ROSENFELT 742

With these proposed settlements pending, it is now time to update and finalize the *One Arizona Plan* into a binding distribution agreement. This will ensure Arizona's ability to participate in the national settlements and facilitate funding to the State and local governments as quickly as possible. The enclosed One Arizona Distribution of Opioid Settlement Funds Agreement ("the *One Arizona Opioid Agreement*") accomplishes this goal. All of the material principles of the MOU remain the same:

- A 44/56 split between the State and Local Governments, respectively;
- Requirements that (1) the money be used to combat the opioid epidemic, in accord with the approved purposes in Exhibit A to the One Arizona Opioid Agreement and that (2) basic reciprocal reports be made;
- Allocations developed in the national opioids litigation that are based on data regarding opioid use disorder rates, opioid deaths and the amount and potency of opioids shipped to your community, as well as historical spending by each city and town on opioid abatement. (The allocations made in the One Arizona Plan remain the same in the One Arizona Distribution Agreement.)
- Local governments empowered to use settlement resources for their constituents without state authorization of local government spending.

Updates to the *One Arizona Plan*:

- Allowing the national settlement administrator for each settlement to send the funds to the State and subdivisions directly, which would avoid the expense of hiring a separate trustee.
- If the federal government claims some of the settlement funds under federal law, the claimed funds will come from the total settlement funds before any allocation to the State and the subdivisions.
- A parity provision wherein any State uncovered outside counsel fees in the Purdue bankruptcy matter will be covered from the gross proceeds of any funds flowing to the state.
- Clarifying that any Arizona governmental entity will not receive money from a settlement unless they sign on to that settlement.
- Pursuant to a request from outside counsel for the subdivisions, changes clarifying the mechanisms for any subdivision outside counsel to receive their fees.

Together, we can maximize critically needed resources to assist Arizonans impacted by the opioid crisis. That is why, as we have discussed before, 100% participation among counties, cities and towns is essential. Review the *One Arizona Opioid Agreement* with your legal counsel, and execute the Agreement in the space provided.

Once completed, please return your *One Arizona Opioid Agreement* signature page to my office, to the attention of SherryAnn.Patrick@azag.gov or mail it to her at the address listed below, by November 10, 2021. If you have any substantive questions, please contact Section Chief Leslie Kyman Cooper at Leslie.Cooper@azag.gov, or Unit Chief Matthew du Mée at Matthew.duMee@azag.gov.

Please note that signing the *One Arizona Opioid Agreement* does **not** mean your political subdivision has signed the two pending settlement agreements with the Distributors and J&J. You will need to sign both agreements separately as instructed by the notice you will receive from the national settlement administrator.

The deadline to submit your *One Arizona Opioid Agreement* signature page to my office is November 10, 2021. The deadline to submit your signature pages for the Distributors Settlement and J&J Settlement is January 2, 2022.

Sincerely,



Mark Brnovich
Attorney General

Enclosures:

One Arizona Distribution of Opioid Settlement Funds Agreement

cc: Joseph Sciarrotta, AGO Civil Litigation Division Chief Counsel
Leslie Kyman Cooper, AGO Consumer Protection & Advocacy Section Chief Counsel
Matthew du Mée, AGO Consumer Litigation Unit Chief Counsel
Tom Belshe, Executive Director – League of Arizona Cities and Towns

ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the “State”), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misconduct throughout the State of Arizona.
- The State and the Participating Local Governments previously entered into the One Arizona Opioid Settlement Memorandum of Understanding for the purpose of jointly approaching Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- The State and the Participating Local Governments now enter into this One Arizona Distribution of Opioid Settlement Funds Agreement (“Agreement”) to establish binding terms for the distribution and spending of funds from Settlements with the Pharmaceutical Supply Chain Participants.

A. Definitions

As used in this Agreement:

1. “Approved Purpose(s)” shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
2. “Contingency Fee Fund” shall mean a sub fund established in a Settlement for the purpose of paying contingency fees, such as the Attorney Fee Fund described in Section I.V of the Settlement with the Settling Distributors and the sub fund of the Attorney Fee Fund described in Section II.D of the Settlement with J&J.¹
3. “J&J” shall mean Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
4. “Litigation” means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

¹ Text of both settlements available at <https://nationalopioidsettlement.com>.

5. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Agreement.
6. "Participating Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this Agreement and each applicable Settlement. The Participating Local Governments may be referred to separately in this Agreement as "Participating Counties" and "Participating Cities and Towns" (or "Participating Cities or Towns," as appropriate).
7. "Parties" shall mean the State and the Participating Local Governments.
8. "Pharmaceutical Supply Chain" shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.
9. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
10. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Government and approved as final by a court of competent jurisdiction.
11. "Settling Distributors" shall mean McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation.
12. "Trustee" shall mean either (1) an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust, or (2) a settlement fund administrator, in the event that the Settlement includes a fund administrator. In either case, the Trustee will distribute funds in accordance with this Agreement.

B. Intrastate Regions

1. The State of Arizona will be divided into regions, each of which will be referred to as a "Region" and will consist of: (1) a single Participating County and all of its Participating Cities and Towns; or (2) all of the Participating Cities and Towns within a non-Participating County. If there is only one Participating City or Town within a non-Participating County, that single Participating City or Town will still constitute a Region. Two or more Regions may at their discretion form a group ("Multicounty Region"). Regions that do not choose to form a Multicounty Region will be their own Region. Participating Cities and Towns within a non-Participating County may not form a Region with Participating Cities and Towns in another county.
2. The LG Share funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B. The Regional allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffer opioid use disorder in that Region. In the event any county does not participate in this Agreement, that

county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

3. In single-county Regions, that county's health department will serve as the lead agency responsible for distributing the LG Share funds. That health department, acting as the lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.
4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.
5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

C. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 44% to the State ("State Share") and 56% to the Participating Local Governments ("LG Share").²
2. All Opioid Funds, except those allocated to payment of counsel and litigation expenses as set forth in Section E, shall be utilized in a manner consistent with the Approved Purposes definition. Compliance with this requirement shall be verified through reporting, as set out in Section F.
3. Each LG Share will be distributed to each Region or Multicounty Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region or Multicounty Region amongst themselves in any manner they choose. If a county and its cities and towns cannot agree on how to allocate the funds, the default allocation in Exhibit C will apply. The default allocation formula uses historical federal data showing how each county and the cities and towns within it have made opioids-related expenditures in the past. If a county or any cities or towns within a Region or Multicounty Region do not sign on to this Agreement and each

² This Agreement assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

Settlement, and if the Participating Local Governments in the Region or Multicounty Region cannot agree on how to allocate the funds from that Settlement amongst themselves, the funds shall be reallocated proportionally by applying this same methodology to only the Participating Local Governments in the Region or Multicounty Region.

4. If the LG Share for a given Participating Local Government is less than \$500, then that amount will instead be distributed to the Region or Multicounty Region in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.
5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the State, to be timely distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Regions or Multicounty Regions through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the Participating Local Governments, to be timely distributed as set forth in B(2), C(1), C(3), and C(4) herein.
6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.
7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.
8. The State will endeavor to prioritize up to 30% of the State Share for opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses; and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.
9. If the federal Center for Medicare and Medicaid Services ("CMS") disallows any federal funding for the State's Medicaid programs pursuant to 42 U.S.C. § 1396b as a consequence of sums received pursuant to resolution of any Litigation with Pharmaceutical Supply Chain Participants, or otherwise seeks to recover sums it regards as the federal share of any Settlement, the amount recovered by CMS shall first be paid from the total amount of Opioid Funds available to the Parties under that Settlement and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.
10. The Parties acknowledge and agree that any Settlement may require Participating Local Governments to release all their claims against the settling Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge and agree based on the terms of any such national Settlement, a Participating Local Government will not receive funds through this Agreement until it has complied with all requirements set forth

in that national Settlement to release its claims. This Agreement is not a promise by any Party that any Settlement (including any Settlement resolved through bankruptcy) will be finalized or executed.

D. Participation of Cities and Towns

1. By signing on to the Agreement and any Settlement, a Participating County will receive 60% of its available LG Share for that Settlement when distribution under that Settlement occurs. Any such Participating County will receive up to an additional 40% of its available LG Share for that Settlement by securing the participation of its constituent cities and towns as signatories to this Agreement and that Settlement when distribution under that Settlement occurs. The sliding scale attached as Exhibit D will determine the share of funds available to the Participating County.³
2. If a Participating County does not achieve 100% participation of its cities and towns within the period of time required in a Settlement document for subdivision participation, the remaining portions of the LG Share that were otherwise available to the Participating County will be reallocated to (i) the State Share and (ii) the LG Share for the Participating Counties which have achieved 100% participation of their cities and towns in accordance with the percentages described in Sections B(2), C(1), and C(3), and set forth in Exhibits B and C.

E. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.
2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the “Common Benefit Fund”), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a “tax,” then the Participating Local Governments shall first seek to have the settling defendants pay the “tax.” If the settling defendants do not agree to pay the “tax,” then the “tax” shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.⁴

³ Population allocation of cities and towns within counties will be derived from the population data included in any national Settlement. If such data is not included in the respective national Settlement, then population allocation will be determined from those cities and towns listed in Exhibit C. The data in Exhibit C is derived from the U.S. Census Estimate (July 1, 2019).

⁴ This paragraph shall not apply to the Settlement with the Settling Distributors or the Settlement with J&J.

3. Any governmental entity that seeks attorneys' fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement.⁵ In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney's fees and costs fund (the "Backstop Fund").
4. In the event that any Settlement imposes additional limitations or obligations on the payment of counsel and litigation expenses, those limitations and obligations take precedence over this Agreement.
5. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 ("Litigating Participating Local Governments"). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the "Opioid Fee and Expense Committee").
6. The amount of the Backstop Fund shall be determined as follows: From any national Settlement, the funds in the Backstop Fund shall equal 14.25% of the LG Share for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government's attorney's fees and costs. If required to do so by any Settlement, Participating Local Governments must report to the national Settlement Fund Administrator regarding contributions to, or payments from, the Backstop Fund.
7. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government, unless a Settlement or other court order imposes a lower limitation on contingency fees. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.
8. Payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same period of time as the national Contingency Fee Fund for each settlement. The Attorneys' Fees and Costs schedule for the Settling Distributors is listed in Exhibit R §(II)(S)(1) of the Settlement with the Settling

⁵ The State retained outside counsel in the Purdue litigation and if it is unable to secure payment of attorneys' fees and expenses from the bankruptcy proceedings in an amount sufficient to compensate outside counsel consistent with the terms of the State's contract with that outside counsel, any remaining attorneys' fees and expenses related to the representation of the State will first be paid directly from the total amount of Opioid Funds available to the Parties under that Settlement, up to the agreed amount in the outside counsel contract, and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

Distributors.⁶ The Attorneys' Fees and Costs schedule for J&J is listed in Exhibit R §(II)(A)(1) of the Settlement with J&J.⁷ For future Settlements with other defendants in the Pharmaceutical Supply Chain, any necessary payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same periods of time as the fee funds for those Settlements, if applicable, subject to the limitations set forth in this Agreement set forth in paragraph E(7) above.

9. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

F. Compliance Reporting and Accountability

1. If the State and Participating Local Governments use a Trustee for purposes of distributing funds pursuant to any Settlement, the Trustee shall be requested to provide timely an up-to-date accounting of payments into or out of any trust established to hold such funds and/or its subaccounts upon written request of the State or a Participating Local Government.
2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.
3. In the event that the State and Participating Local Governments use a Trustee, compensation for Trustee's expenses of fund administration may be paid out of the Opioid Funds for reasonable expenses; provided that, reasonable expenses do not exceed the administrative expenses allowed under the terms of the relevant Settlement.
4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition. This requirement supersedes any shorter period of time specified in any applicable document retention or destruction policy.
5. At least annually, by July 31 of each year, each Region or Multicounty Region shall provide to the State a report detailing for the preceding fiscal year (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts

⁶ Text of settlement available at <https://nationalopioidsettlement.com>.

⁷ Text of settlement available at <https://nationalopioidsettlement.com>.

disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State. Any Participating Local Government shall also comply with any reporting requirements imposed by any Settlement.

6. No later than September 30 of each year, the State shall publish on its website a report detailing for the preceding fiscal year (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above. The State shall also comply with any reporting requirements imposed by any Settlement.
7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.
8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.
9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this Agreement and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.

10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

G. Settlement Negotiations

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.
2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Arizona Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.
3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.
4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

H. Amendments

1. The Parties agree to make such amendments as necessary to implement the intent of this Agreement.

One Arizona Distribution of Opioid Settlement Funds Agreement ACCEPTED by the undersigned and executed this _____ day of _____, 2021.

ARIZONA ATTORNEY GENERAL

Mark Brnovich

APACHE COUNTY

APACHE COUNTY

EAGER TOWN

By: _____

Its: _____

By: _____

Its: _____

SPRINGERVILLE TOWN

ST JOHNS CITY

By: _____

Its: _____

By: _____

Its: _____

COCHISE COUNTY

COCHISE COUNTY

BENSON CITY

By: _____
Its: _____

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BISBEE CITY

DOUGLAS CITY

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HUACHUCA CITY TOWN

SIERRA VISTA CITY

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TOMBSTONE CITY

WILLCOX CITY

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COCONINO COUNTY

COCONINO COUNTY

FLAGSTAFF CITY

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FREDONIA TOWN

PAGE CITY

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Its: _____

Its: _____

SEDONA CITY

TUSAYAN TOWN

By: _____

By: _____

Its: _____

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WILLIAMS CITY

By: _____

Its: _____

GILA COUNTY

GILA COUNTY

GLOBE CITY

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HAYDEN CITY

MIAMI TOWN

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PAYSON TOWN

STAR VALLEY TOWN

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WINKELMAN TOWN

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GRAHAM COUNTY

GRAHAM COUNTY

PIMA TOWN

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SAFFORD CITY

THATCHER TOWN

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GREENLEE COUNTY

GREENLEE COUNTY

CLIFTON TOWN

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DUNCAN TOWN

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LA PAZ COUNTY

LA PAZ COUNTY

PARKER TOWN

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QUARTZITE TOWN

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MARICOPA COUNTY

MARICOPA COUNTY

APACHE JUNCTION CITY

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AVONDALE CITY

BUCKEYE TOWN

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CAREFREE TOWN

CAVE CREEK TOWN

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CHANDLER CITY

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FOUNTAIN HILLS TOWN

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GLENDALE CITY

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GOODYEAR CITY

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GUADALUPE TOWN

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LITCHFIELD PARK CITY

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MESA CITY

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PARADISE VALLEY TOWN

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PEORIA CITY

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PHOENIX CITY

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QUEEN CREEK TOWN

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MARICOPA COUNTY

SCOTTSDALE CITY

SURPRISE CITY

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TEMPE CITY

TOLLESON CITY

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WICKENBURG TOWN

YOUNGTOWN TOWN

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MOHAVE COUNTY

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BULLHEAD CITY

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COLORADO CITY TOWN

KINGMAN CITY

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LAKE HAVASU CITY

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NAVAJO COUNTY

NAVAJO COUNTY

HOLBROOK CITY

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PINETOP-LAKESIDE TOWN

SHOW LOW CITY

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SNOWFLAKE TOWN

TAYLOR TOWN

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WINSLOW CITY

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PIMA COUNTY

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MARANA TOWN

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ORO VALLEY TOWN

SAHUARITA TOWN

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TUCSON CITY

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PINAL COUNTY

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COOLIDGE CITY

ELOY CITY

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KEARNY TOWN

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MAMMOTH TOWN

MARICOPA CITY

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SUPERIOR TOWN

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SANTA CRUZ COUNTY

SANTA CRUZ COUNTY

NOGALES CITY

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PATAGONIA TOWN

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YAVAPAI COUNTY

YAVAPAI COUNTY

By: _____

Its: _____

CHINO VALLEY TOWN

By: _____

Its: _____

COTTONWOOD CITY

By: _____

Its: _____

JEROME TOWN

By: _____

Its: _____

PRESCOTT VALLEY TOWN

By: _____

Its: _____

CAMP VERDE TOWN

By: _____

Its: _____

CLARKDALE TOWN

By: _____

Its: _____

DEWEY-HUMBOLDT TOWN

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PRESCOTT CITY

By: _____

Its: _____

YUMA COUNTY

YUMA COUNTY

SAN LUIS CITY

By: _____

By: _____

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SOMERTON CITY

WELLTON TOWN

By: _____

By: _____

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Its: _____

YUMA CITY

By: _____

Its: _____

Exhibit A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose).

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

Exhibit B	
Allocation to Arizona Counties/Regions	
County/Region	Percentage of LG Share
APACHE	0.690%
COCHISE	1.855%
COCONINO	1.688%
GILA	1.142%
GRAHAM	0.719%
GREENLEE	0.090%
LA PAZ	0.301%
MARICOPA	57.930%
MOHAVE	4.898%
NAVAJO	1.535%
PIMA	18.647%
PINAL	3.836%
SANTA CRUZ	0.370%
YAVAPAI	4.291%
YUMA	2.008%

Exhibit C

Exhibit C					
Government Name	County Name	State Name	Government Type	Census ID	Intra-county Allocation (%) Based on Past Spending
APACHE COUNTY					
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%
COCHISE COUNTY					
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%
WILLCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%
COCONINO COUNTY					
COCONINO COUNTY	Coconino County	ARIZONA	County	3100300300000	71.16%
FLAGSTAFF CITY	Coconino County	ARIZONA	City	3200300100000	18.45%
FREDONIA TOWN	Coconino County	ARIZONA	City	3200300300000	0.31%
PAGE CITY	Coconino County	ARIZONA	City	3200390100000	3.41%
SEDONA CITY	Coconino County	ARIZONA	City	3201340200000	4.09%
TUSAYAN TOWN	Coconino County	ARIZONA	City	3200310100000	0.67%
WILLIAMS CITY	Coconino County	ARIZONA	City	3200300200000	1.92%
GILA COUNTY					
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%

HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
GRAHAM COUNTY					
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%
SAFFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
GREENLEE COUNTY					
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
LA PAZ COUNTY					
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
MARICOPA COUNTY					
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%

GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDAL CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%
YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
MOHAVE COUNTY					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
NAVAJO COUNTY					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%

WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
PIMA COUNTY					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
PINAL COUNTY					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201110100000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
SANTA CRUZ COUNTY					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%
YAVAPAI COUNTY					
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%

DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%
YUMA COUNTY					
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%

Exhibit D

Exhibit D	
Percent Participation of Cities	Award
0	0%
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%
35	14%
40	16%
45	18%
50	20%
55	22%
60	24%
65	26%
70	28%
75	30%
80	32%
85	34%
90	36%
95	38%
100	40%

ONE ARIZONA OPIOID SETTLEMENT MEMORANDUM OF UNDERSTANDING

General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the “State”), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misconduct throughout the State of Arizona.
- The State and the Participating Local Governments enter into this One Arizona Opioid Settlement Memorandum of Understanding (“MOU”) to jointly approach Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- This MOU has been drafted collaboratively to maintain the Parties’ existing or potential legal claims (to the extent legally cognizable) while allowing the Parties to cooperate in exploring all possible means of resolution.
- Nothing in this MOU binds the Parties to a specific outcome. Any resolution under this MOU will require a subsequent acceptance by the State and the Participating Local Governments of a final opioid Settlement plan.
- Nothing in this MOU should alter or change the right of the State or any Participating Local Government to pursue its own claim. The intent of this MOU is to join the Parties to seek a Settlement or Settlements with one or more Pharmaceutical Supply Chain Participants.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
2. “Litigation” means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

3. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.
4. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate).
5. “Parties” shall mean the State and the Participating Local Governments.
6. “Pharmaceutical Supply Chain” shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.
7. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
8. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Governments.
9. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust.

B. Intrastate Regions

1. The State of Arizona will be divided into regions, each of which will be referred to as a “Region” and will consist of: (1) a single Participating County and all of its Participating Cities and Towns; or (2) all of the Participating Cities and Towns within a non-Participating County. If there is only one Participating City or Town within a non-Participating County, that single Participating City or Town will still constitute a Region. Two or more Regions may at their discretion form a group (“Multicounty Region”). Regions that do not choose to form a Multicounty Region will be their own Region. Participating Cities and Towns within a non-Participating County may not form a Region with Participating Cities and Towns in another county.
2. The LG Share funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B. The Regional allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffer opioid use disorder in that Region. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.
3. In single-county Regions, that county’s health department will serve as the lead agency responsible for distributing the LG Share funds. That health department, acting as the

lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.

4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.
5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

C. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 44% to the State (“State Share”) and 56% to the Participating Local Governments (“LG Share”).¹
2. All Opioid Funds, regardless of allocation, shall be utilized in a manner consistent with the Approved Purposes definition, as ultimately memorialized in a Settlement that becomes an order of the court. Compliance with this requirement shall be verified through reporting, as set out in Section F.
3. The LG Share will be distributed to each Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region amongst themselves in any manner they choose. If the county and its cities and towns cannot agree on how to allocate the funds, Exhibit C reflects a default allocation that will apply. The default allocation formula uses historical federal data showing how the specific county and the cities and towns within it have made opioids-related expenditures in the past. If the county or any cities or towns within a Region do not sign on to this MOU and subsequent Settlement, and if the Participating Local Governments in the Region cannot agree on how to allocate the funds amongst themselves, they shall reallocate the funds proportionally amongst themselves by applying this same methodology to only the Participating Local Governments in the Region.

¹ This MOU assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

4. If the LG Share for a given Participating Local Government is less than \$500, then that amount will instead be distributed to the county in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.
5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust in a Qualified Settlement Fund (QSF) for the benefit of the State to be promptly distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Participating Local Governments through the Trustee, who shall hold the funds in trust in a QSF for the benefit of the Participating Local Governments to be promptly distributed as set forth in B(2), C(1), C(3), and C(4) herein.
6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.
7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.
8. The State will endeavor to prioritize up to 30% of the State Share for: opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses, and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.

D. Participation of Cities and Towns

1. By virtue of signing on to the MOU and Settlement, each Participating County will receive 60% of its available LG Share. The Participating County will receive up to an additional 40% of its available LG Share by securing the participation of its constituent cities and towns as signatories to this MOU and the Settlement. The sliding scale attached as Exhibit D will determine the share of funds available to the Participating County.
2. If a Participating County does not achieve 100% participation of its cities and towns within the period of time required in a Settlement document for subdivision participation, the remaining portions of the LG Share that were otherwise available to the Participating County will be reallocated to (i) the State Share and (ii) the LG Share for the Participating Counties which have achieved 100% participation of their cities and towns in accordance with the percentages described in Sections B(2), C(1), and C(3), and set forth in Exhibits B and C.

E. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any national Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.

2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a national Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the “Common Benefit Fund”), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a “tax,” then the Participating Local Governments shall first seek to have the settling defendants pay the “tax.” If the settling defendants do not agree to pay the “tax,” then the “tax” shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.²
3. Any governmental entity that seeks attorneys’ fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement. In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney’s fees and costs fund (the “Backstop Fund”).
4. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 (“Litigating Participating Local Governments”). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the “Opioid Fee and Expense Committee”).
5. The Backstop Fund shall be funded as follows: From any national Settlement, the funds to be deposited in the Backstop Fund shall be 14.25% of the LG Share of each payment (annual or otherwise) to the State of Arizona for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government’s attorney’s fees and costs.
6. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.
7. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsels’ representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

² This paragraph shall not apply to any Settlement with distributors McKesson, Amerisource Bergen, and Cardinal Health or manufacturer Johnson & Johnson.

F. Compliance Reporting and Accountability

1. The Trustee shall provide an up-to-date accounting of payments into or out of the trust and/or its subaccounts upon written request of the State or a Participating Local Government.
2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.
3. Out of the Opioid Funds, reasonable expenses up to 0.005% shall be paid to the Trustee.
4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition.
5. At least annually, each Region or Multicounty Region shall provide to the State a report detailing for the preceding time period (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State.
6. At least annually, the State shall publish on its website a report detailing for the preceding time period (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above.
7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.

8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.
9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this MOU and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.
10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

F. Settlement Negotiations

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.
2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Arizona Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.
3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain

Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.

4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

G. Amendments

1. The Parties agree to make such amendments as necessary to implement the intent of this agreement.

ACCEPTED by the undersigned and executed this 16 day of October, 2020.

ARIZONA ATTORNEY GENERAL


Mark Brnovich

APACHE COUNTY

Michael B. Whiting

COCHISE COUNTY

Brian McIntyre

COCONINO COUNTY

William P. Ring

GILA COUNTY

Bradley B. Beauchamp

Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.

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ACCEPTED by the undersigned and executed this _____ day of _____, 2020.

ARIZONA ATTORNEY GENERAL

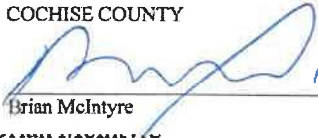
Mark Brnovich

APACHE COUNTY



Michael B. Whiting

COCHISE COUNTY

 10/5/20

Brian McIntyre

COCONINO COUNTY



Elizabeth C. Archuleta, Chair

GILA COUNTY

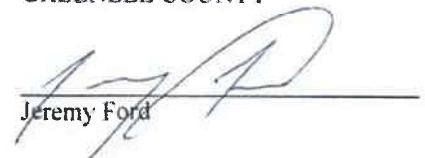


Bradley B. Beauchamp

GRAHAM COUNTY


Kenny Angle

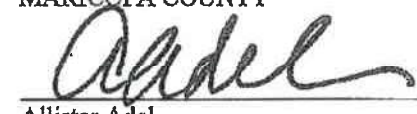
GREENLEE COUNTY


Jeremy Ford

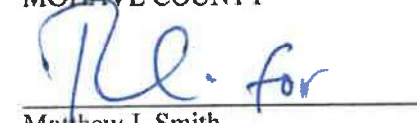
LA PAZ COUNTY


Tony Rogers

MARICOPA COUNTY


Allister Adel

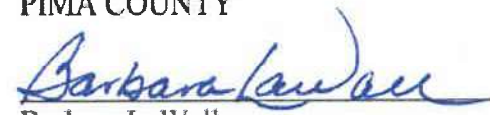
MOHAVE COUNTY


Matthew J. Smith

NAVAJO COUNTY


Brad Carlyon

PIMA COUNTY


Barbara LaWall

PINAL COUNTY


Kent Volkmer

SANTA CRUZ COUNTY


George Silva

YAVAPAI COUNTY


Sheila Polk

YUMA COUNTY


Jean R. Smith

MARICOPA COUNTY CITIES & TOWNS

APACHE JUNCTION CITY

By: _____
Its: _____

FOUNTAIN HILLS TOWN

By: _____
Its: _____

AVONDALE CITY

By: _____
Its: _____

GILA BEND TOWN

By: _____
Its: _____

BUCKEYE CITY


By: Eric W. Orsborn
Its: Mayor

GILBERT TOWN

By: _____
Its: _____

CAREFREE TOWN

By: _____
Its: _____

GLENDALE CITY

By: _____
Its: _____

CAVE CREEK TOWN

By: _____
Its: _____

GOODYEAR CITY

By: _____
Its: _____

CHANDLER CITY

By: _____
Its: _____

GUADALUPE TOWN

By: _____
Its: _____

EL MIRAGE CITY

By: _____
Its: _____

LITCHFIELD PARK CITY

By: _____
Its: _____

Exhibit A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

Exhibit B**Allocation to Arizona Counties/Regions**

County/Region	Percentage of LG Share
APACHE	0.690%
COCHISE	1.855%
COCONINO	1.688%
GILA	1.142%
GRAHAM	0.719%
GREENLEE	0.090%
LA PAZ	0.301%
MARICOPA	57.930%
MOHAVE	4.898%
NAVAJO	1.535%
PIMA	18.647%
PINAL	3.836%
SANTA CRUZ	0.370%
YAVAPAI	4.291%
YUMA	2.008%

Exhibit C

Exhibit C					
Government Name	County Name	State Name	Government Type	Census ID	Intra-county Allocation (%) Based on Past Spending
APACHE COUNTY					
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%
COCHISE COUNTY					
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%
WILLCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%
COCONINO COUNTY					
COCONINO COUNTY	Coconino County	ARIZONA	County	3100300300000	71.16%
FLAGSTAFF CITY	Coconino County	ARIZONA	City	3200300100000	18.45%
FREDONIA TOWN	Coconino County	ARIZONA	City	3200300300000	0.31%
PAGE CITY	Coconino County	ARIZONA	City	3200390100000	3.41%
SEDONA CITY	Coconino County	ARIZONA	City	3201340200000	4.09%
TUSAYAN TOWN	Coconino County	ARIZONA	City	3200310100000	0.67%
WILLIAMS CITY	Coconino County	ARIZONA	City	3200300200000	1.92%
GILA COUNTY					
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%
HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
GRAHAM COUNTY					
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%

SAFFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
GREENLEE COUNTY					
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
LA PAZ COUNTY					
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
MARICOPA COUNTY					
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%
GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDALE CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%

YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
MOHAVE COUNTY					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
NAVAJO COUNTY					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%
WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
PIMA COUNTY					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
PINAL COUNTY					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201101000000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
SANTA CRUZ COUNTY					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%

YAVAPAI COUNTY					
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%
DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%
YUMA COUNTY					
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%

Exhibit D

Exhibit D	
Percent Participation of Cities	Award
0	0%
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%
35	14%
40	16%
45	18%
50	20%
55	22%
60	24%
65	26%
70	28%
75	30%
80	32%
85	34%
90	36%
95	38%
100	40%

Background Information Regarding Opioid Litigation Settlement Memorandum of Understanding

State and local governments across the country have been litigating against the opioid industry alleging that the industry utilized unethical and illegal practices with respect to promoting the use of opioids. Arizona has an opportunity to settle with some of the manufacturers and distributors and secure financial resources to address the impacts of opioids. The State of Arizona and all fifteen counties have agreed to the One Arizona Opioid Settlement Memorandum of Understanding (MOU). A copy of the MOU is attached, along with a letter dated November 3, 2020, from the Arizona Attorney General's Office, which explains the settlement. All Arizona cities and towns are being requested to sign the MOU by December 15, 2020, in order that Arizona can gain the maximum settlement monies being offered.

The MOU is nonbinding. The industry participants want confirmation that the State of Arizona is united in settling the opioid litigation. The parties negotiated the MOU to accomplish this goal. Any final settlement agreement to be approved by cities and towns later.

The City of Buckeye is not a party to the opioid litigation and likely does not have large enough damages or claims to manage the litigation. In the final settlement, the City will release its rights to sue industry members who participate,

We believe the settlement is beneficial. The litigating entities and non-litigating entities are treated the same. 56% of the settlement money will flow directly to participating local governments. 44% to the State. Each entity's specific percentage of its county's allocation is set forth in Exhibit C of the MOU, although this may change. The percentages reflect the severity of the crisis within each area. Use of the settlement funds is restricted to local opioid abatement purposes. Importantly, the distribution to each entity is higher if there is 100% participation. With that in mind, the State is encouraging all cities and towns to approve the MOU.

Staff Recommendation:

Approve the MOU and authorize the Mayor to execute it.

Financial Impact:

It is anticipated that the City of Buckeye will receive .46% of Maricopa County County's share of the total settlement funds to be received, although this could change in the final settlement. The actual amount of money is unknown. Buckeye will not be required to expend any money to participate.

GOVERNMENT	TYPE	HEALTH	TREATMENT	EDUCATION	POLICING
APACHE JUNCTION	City	\$268,405	\$0	\$0	\$7,771,591
AVONDALE	City	\$639,202	\$0	\$0	\$19,096,366
BUCKEYE	Town	\$926,349	\$0	\$0	\$8,262,924
CAREFREE	Town	\$125,321	\$0	\$0	\$240,543
CAVE CREEK	Town	\$18,798	\$0	\$0	\$535,911
CHANDLER	City	\$3,919,531	\$0	\$0	\$51,306,698
EL MIRAGE	City	\$657,372	\$212,322	\$0	\$8,344,033
FOUNTAIN HILLS	Town	\$334,863	\$0	\$0	\$2,536,379
GILA BEND	Town	\$59,004	\$9,938	\$0	\$442,088
GILBERT	Town	\$2,813,856	\$0	\$0	\$32,064,420
GLENDALE	City	\$5,293,340	\$0	\$0	\$46,198,522
GOODYEAR	City	\$1,310,182	\$0	\$0	\$11,592,603
GUADALUPE	Town	\$0	\$0	\$0	\$0
LITCHFIELD PARK	City	\$17,020	\$0	\$0	\$508,473
MARICOPA COUNTY	County	\$99,844,793	\$43,569,929	\$752,884	\$1,228,048,106
MESA	City	\$9,476,029	\$0	\$0	\$129,135,942
PARADISE VALLEY	Town	\$411,951	\$0	\$0	\$6,471,550
PEORIA	City	\$2,324,049	\$0	\$0	\$25,967,737
PHOENIX	City	\$36,481,606	\$0	\$561,638	\$398,316,302
QUEEN CREEK	Town	\$451,953	\$4,969	\$0	\$192,210
SCOTTSDALE	City	\$4,639,240	\$0	\$0	\$71,050,198
SURPRISE	City	\$1,508,737	\$0	\$0	\$19,338,848
TEMPE	City	\$4,197,280	\$0	\$0	\$55,339,027
TOLLESON	City	\$403,493	\$0	\$0	\$3,912,297
WICKENBURG	Town	\$147,816	\$0	\$0	\$2,066,757
YOUNGTOWN	Town	\$36,858	\$0	\$0	\$1,048,336
TOTALS		\$176,307,044	\$43,797,159	\$1,314,523	\$2,129,787,860

LOST TAX	TOTALS	PERCENT
\$2,159,540	\$10,199,536	0.38%
\$6,847,678	\$26,583,246	0.98%
\$3,168,070	\$12,357,343	0.46%
\$641,665	\$1,007,528	0.04%
\$1,004,145	\$1,558,855	0.06%
\$22,377,757	\$77,603,986	2.86%
\$1,235,902	\$10,449,629	0.39%
\$1,617,912	\$4,489,153	0.17%
\$188,115	\$699,146	0.03%
\$11,351,686	\$46,229,962	1.71%
\$19,906,352	\$71,398,214	2.63%
\$7,737,041	\$20,639,826	0.76%
\$64,565	\$64,565	0.00%
\$688,295	\$1,213,788	0.04%
\$24,559,616	\$1,396,775,327	51.53%
\$25,681,135	\$164,293,106	6.06%
\$2,327,928	\$9,211,428	0.34%
\$12,650,559	\$40,942,345	1.51%
\$141,575,741	\$576,935,286	21.28%
\$2,435,137	\$3,084,270	0.11%
\$32,483,179	\$108,172,617	3.99%
\$5,807,663	\$26,655,248	0.98%
\$29,176,613	\$88,712,920	3.27%
\$3,065,045	\$7,380,835	0.27%
\$534,056	\$2,748,629	0.10%
\$161,413	\$1,246,606	0.05%
\$359,446,808	\$2,710,653,394	100.00%

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

MEETING DATE: 11/02/21	AGENDA ITEM: 7.A. PH and Action Aldi #152 Series 10 Liquor License Application
DATE PREPARED: 10/29/21	DISTRICT NO.: 4
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	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 the request for a Series 10 Beer and Wine Store Liquor License Application for Aldi #152, to be located at 1361 South Watson Road.

RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Aldi #152 is requesting approval for a new Series 10 Beer and Wine Store Liquor License. The building is currently being constructed and is not in operation at this time. The building is to be located on the east side of Watson Road, near the intersection of Watson Road and Yuma Road. The application was legally posted on October 7, 2021.

BENEFITS:

The City will continue to collect sales tax 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 License and Control for a final decision.

FINANCIAL IMPACT STATEMENT:

A Series 10 Beer and Wine Store Liquor License Application is associated with a \$700 fee; \$500 processing and \$200 annual.

BUDGETED:

No

FISCAL YEAR:

2022

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

ATTACHMENTS:

[162123 Redacted Application.pdf](#)

[Local Governing Body Report.pdf](#)

[Aldi_152 GIS Map](#)



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

FP Current 11-13-20 al

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. 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 may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 162123

1. Check the Appropriate Box →

☐ Controlling Person

☒ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Miller Jeffrey Craig Birth Date: 06/01/1972
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: Arizona

4. Place of birth: Miami Arizona USA Height: 6'2" Weight: 240 Eyes: Grn Hair: Brn
City State COUNTRY (not county)

5. Name of current/most recent spouse: Holsten Laura Michelle Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 1972

7. Daytime telephone number: 480-730-2675 E-mail address: liquorlicense@azlic.com

8. Business Name: ALDI #152 Business Phone: / / Pending

9. Business Location Address: 1361 S. Watson Rd. Buckeye AZ Maricopa 85326
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
9/2016	CURRENT	Partner	ALIC PO Box 2502 Chandler, AZ 85244
3/1997	9/2016	Police Officer	AZ Department of Liquor 800 W Washington St 5th Fl Phoenix AZ 85007

(ATTACH ADDITIONAL SHEET IF NECESSARY)



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with **Black Ink**

FP Current
7-17-20 ac

The fees allowed by R19-1-102 will be charged for all dishonored checks.

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Liquor License#: 1162123

1. Check the Appropriate Box →

☒ Controlling Person	☐ Agent	☐ Premises Manager (complete all questions except #12)
--	--------------------------------	--

2. Name: Youngstrom Charles Ernest Birth Date: [REDACTED] (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: IL

4. Place of birth: Burlington IA US Height: 6'2" Weight: 200 Eyes: Brown Hair: Brown

5. Name of current/most recent spouse: Youngstrom Sandra Jean Birth Date: [REDACTED] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: 630-215-3787 E-mail address: julienne.overland-villegas@aldi.us

8. Business Name: ALDI #152 Business Phone: _____ / _____ / _____ Pending

9. Business Location Address: 1361 S. Watson Rd. Buckeye AZ Maricopa 85326

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/98	CURRENT	COO/Director	Aldi Inc. - USA 1200 North Kirk Rd. Batavia, IL 60510

(ATTACH ADDITIONAL SHEET IF NECESSARY)



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

FP Current
7-17-20 ac

The fees allowed by R19-1-102 will be charged for all dishonored checks.

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Liquor License#: 162123

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Behm David Karl Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: IL

4. Place of birth: Ft Wayne IN USA Height: 6' Weight: 185 Eyes: Brown Hair: Brown
City State COUNTRY (not county)

5. Name of current/most recent spouse: Behm Dawn Renee Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: 630-338-3020 E-mail address: julienne.overland-villegas@aldi.us

8. Business Name: ALDI #152 Business Phone: _____/_____/_____
Pending

9. Business Location Address: 1361 S. Watson Rd. Buckeye AZ Maricopa 85326
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2012	CURRENT	President	Aldi, Inc (5080 N. 40th St., Suite 335, Phoenix, AZ 85018)

(ATTACH ADDITIONAL SHEET IF NECESSARY)



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

FP Current
7-17-20 ac

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. 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 may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 162123

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Pfortmiller Terry Edward Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: IL

4. Place of birth: Elgin IL USA Height: 5'11" Weight: 210 Eyes: Blue Hair: Gray
City State COUNTRY (not county)

5. Name of current/most recent spouse: Pfortmiller Debra Ann Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: (630) 338-3020 E-mail address: julienne.overland-villegas@aldi.us

8. Business Name: ALDI #152 Business Phone: _____/_____/_____
Pending

9. Business Location Address: 1361 S. Watson Rd. Buckeye AZ Maricopa 85326
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/1995	CURRENT	Secretary	Aldi Inc. - USA 1200 North Kirk Road., Batavia IL 60510

(ATTACH ADDITIONAL SHEET IF NECESSARY)



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

FP Current
7-7-20 ac

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. 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.

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Liquor License#: 162123

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: Hart Jason Chandler Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: IL

4. Place of birth: Falmouth, MA USA Height: 6' Weight: 175 Eyes: Blue Hair: Blonde
City State COUNTRY (not county)

5. Name of current/most recent spouse: Hart Amy Kristen Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: (630) 253-6189 E-mail address: julienne.overland-villegas@aldi.us

8. Business Name: ALDI #152 Business Phone: _____/_____/_____
Pending

9. Business Location Address: 1361 S. Watson Rd. Buckeye AZ Maricopa 85326
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2006	CURRENT	Chairman/CEO/President	Aldi, Inc (5080 N. 40th St., Suite 335, Phoenix, AZ 85018)

(ATTACH ADDITIONAL SHEET IF NECESSARY)

State of Arizona
Department of Liquor Licenses and Control

Created 09/25/2021 @ 10:01:31 AM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	ALDI #152		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1361 S WATSON ROAD BUCKEYE, AZ 85326 USA		
Mailing Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(000)000-0000		
Alt. Phone:	(480)730-2675		
Email:	LIQUORLICENSE@AZLIC.COM		

AGENT

Name:	JEFFREY CRAIG MILLER
Gender:	Male
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(480)730-2675
Alt. Phone:	
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	ALDI (ARIZONA) LLC		
Contact Name:	CHELSEA RENE BAKER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	R22206826	State of Incorporation:	DE
Incorporation Date:	09/21/2017		
Correspondence Address:	5080 N 40TH STREET #335 PHOENIX, AZ 85018 USA		
Phone:	(602)888-8924		
Alt. Phone:			
Email:	CAROLINE.ROWE@ALDI.US		

Officers / Stockholders

Name:
ALDI INC

Title:
Member

% Interest:
100.00

ALDI (ARIZONA) LLC - Member

Name: ALDI INC
Contact Name: CHELSEA RENE BAKER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 5080 N 40TH STREET
#335
PHOENIX, AZ 85018
USA
Phone: (602)888-8924
Alt. Phone:
Email: JULIENNE.OVERLAND-VILLEGAS@ALDI.US

ALDI INC - CEO/Chairman/Director

Name: JASON CHANDLER HART
Gender: Male
Correspondence Address: 5080 N 40TH STREET
#335
PHOENIX, AZ 85018
USA
Phone: (630)253-6189
Alt. Phone:
Email: JULIENNE.OVERLAND-VILLEGAS@ALDI.US

ALDI INC - President/Director

Name: DAVID KARL BEHM
Gender: Male
Correspondence Address: 5080 N 40TH STREET
#335
PHOENIX, AZ 85018
USA
Phone: (630)338-3020
Alt. Phone:
Email: JULIENNE.OVERLAND-VILLEGAS@ALDI.US

ALDI INC - COO/Director

Name: CHARLES ERNEST YOUNGSTROM
Gender: Male
Correspondence Address: 5080 N 40TH STREET
#335
PHOENIX, AZ 85018
USA
Phone: (630)215-3787
Alt. Phone:
Email: JULIENNE.OVERLAND-VILLEGAS@ALDI.US

ALDI INC - Secretary/Treasurer

Name: TERRY EDWARD PFORTMILLER
Gender: Male
Correspondence Address: 5080 N 40TH STREET
#335
PHOENIX, AZ 85018
USA
Phone: (630)338-3020
Alt. Phone:
Email: JULIENNE.OVERLAND-VILLEGAS@ALDI.US

ALDI INC - Shareholder

Name: HOFER KG (AUSTRIA)
Contact Name: CHELSEA RENE BAKER
Type: SHAREHOLDER - LEGAL ENTITY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 5080 N 40TH STREET
#335
PHOENIX, AZ 85018
USA
Phone: (602)888-8924
Alt. Phone:
Email: JULIENNE.OVERLAND-VILLEGAS@ALDI.US

MANAGERS

Name: STEPHANIE LAUREN WILSON
Gender: Female
Correspondence Address: 5080 N 40TH STREET
#335
PHOENIX, AZ 85018
USA
Phone: (602)487-4701
Alt. Phone:
Email: STEPHANIEWILSON17@YAHOO.COM

Name: PHILLIP MAZZEI
Gender: Male
Correspondence Address: 5080 N 40TH STREET
#335
PHOENIX, AZ 85018
USA
Phone: (623)455-2085
Alt. Phone:
Email: PMAZZEI4346@GMAIL.COM

Name: MONICA IRRESH LAUNIUS
Gender: Female
Correspondence Address: 5080 N 40TH STREET
#335
PHOENIX, AZ 85018
USA
Phone: (602)435-1317
Alt. Phone:
Email: MONISHAVERS@COX.NET

Name: JASON WENAND MONTANO
Gender: Male
Correspondence Address: 5080 N 40TH STREET
#335
PHOENIX, AZ 85018
USA
Phone: (480)510-7239
Alt. Phone:
Email: JJAMONTAN@GMAIL.COM

APPLICATION INFORMATION

Application Number: 162123
Application Type: New Application
Created Date: 09/25/2021



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 and church.
(If less than one (1) mile note footage)
INCA ELEMENTARY SCHOOL
23601 W DURANGO ST BUCKEYE AZ 85326
2,402FT

THE CHURCH OF JESUS CHRIST LATTER DAY SAINTS
22487 W SUNDANCE PKWY BUCKEYE AZ 85326
1.28MILES
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
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) Is there a drive through window on the premises?
No
- 8) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
12/1/2021

10S Beer and Wine Store Sampling

- 1) Have you uploaded a sampling privileges form?
Yes

City of Buckeye Business Licensing

Series 010 – Beer and Wine Store

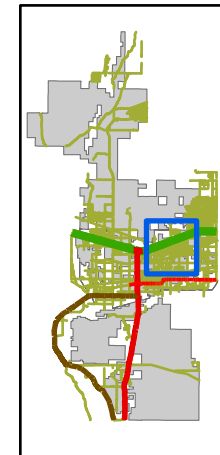
Name: Aldi #152

Address: 1361 S Watson Rd.,

Buckeye, AZ, 85326

AZ License # 162123

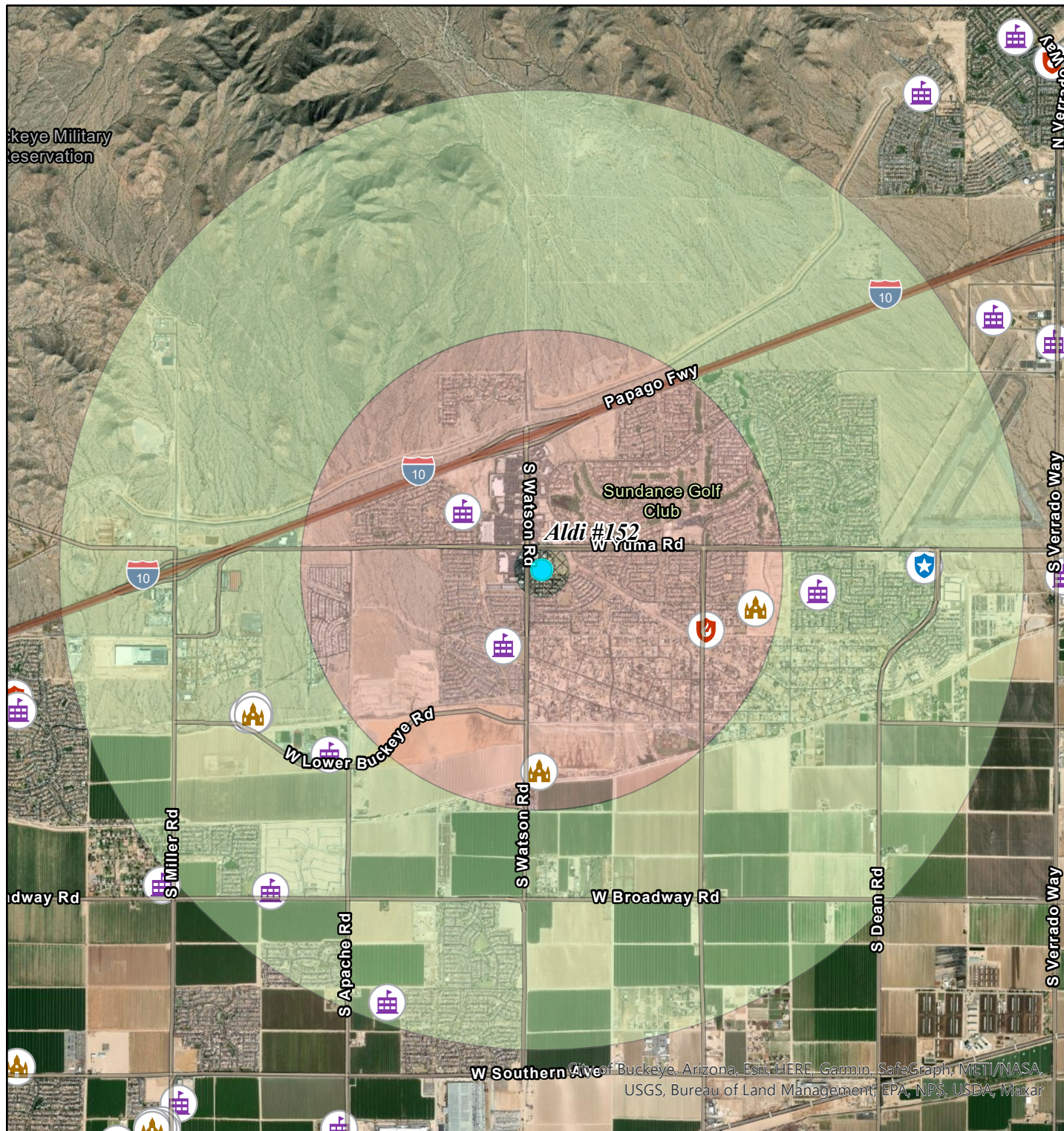
-  Aldi #152
-  Churches
-  Schools
-  Fire Stations
-  Police Stations
-  300 ft. Radius
-  1/2 Mile
-  1 Mile



0.75 0.38 0 0.75 Miles



The data depicted hereon are for reference purposes only.
The City of Buckeye does not warrant the accuracy or
integrity of the information for any particular use.



City of Buckeye, Arizona, Esri, HERE, Garmin, SafeGraph, METI/NASA,
USGS, Bureau of Land Management, EPA, NPS, USDA, Maxar

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 11/02/21	AGENDA ITEM: 7.B. PH and Action PLZZ-20-00015 Carefree Buckeye 29 Rezone
DATE PREPARED: 10/29/21	DISTRICT NO.: 1
STAFF LIAISON: Andrea Marquez, Planner II, amarquez@buckeyeaz.gov, (623) 349-6220	
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. 16-21 amending the Zoning Map of the City of Buckeye on approximately 29 acres located generally west of the southwest corner of 1st Street (Miller Road) and Monroe Avenue (MC 85), from PR, Planned Residential, and CC, Commercial Center, to DC, Downtown Commercial.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

Greg Davis, Iplan Consulting on behalf of Rico West, Carefree Buckeye 29, LLC request a rezone from Planned Residential (PR) and Commercial Center (CC) district(s) to a Downtown Commercial (DC) district on approximately 29 acres generally located west of the SWC of 1st Street (Miller Road) and MC-85 (Monroe Avenue).

BENEFITS:

The development of the site will be subjected to all of the current Buckeye development standards.

FUTURE ACTION:

None

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:

N/A

FISCAL YEAR:

N/A

FUND/DEPARTMENT:

N/A

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

ATTACHMENTS:

[PLZZ-20-00015 CareFree Buckeye 29 Rezone PZC Staff Report 10.26.2021 v2.pdf](#)

[Vicinity and Rezone Map.pdf](#)

[General Plan Map.pdf](#)

[Buckeye 29 Legal.docx](#)

[Citizen Participation Plan REPORT.pdf](#)

[ORD 16-21 Carefree Buckeye 29 Rezone.pdf](#)



REZONE

Report to the Planning and Zoning Commission

CASE NUMBER: PLZZS-20-00015
TITLE: Carefree Buckeye 29 Rezone
MEETING DATE: October 12, 2021

Applicant/Owner: Greg Davis, Iplan Consulting, on behalf of Rico West, Carefree Buckeye 29, LLC

Request: Rezone from Planned Residential (PR) and Commercial Center (CC) to Downtown Commercial (DC) in order facilitate the future construction of a commercial site including multi-family development.

District District 1

Location: Generally located west of the SWC of 1st Street (Miller Road) and Monroe Avenue (MC 85).

Site size: Approximately 29 acres

Density: N/A

Public input: Provided in report

Recommendation: **Approve** with conditions

PROJECT DESCRIPTION

1. Greg Davis, Iplan Consulting, on behalf of Rico West, Carefree Buckeye 29, LLC is requesting a rezone approval on 29 acres generally located west of the SWC of 1st Street (Miller Road) and Monroe Avenue (MC 85). Currently the site is active as an agricultural use, which it will remain in until the time of development.
2. The property is approximately 300 feet west of the southwest corner of Miller Road (1st Street) and MC 85. Developed commercial, industrial, and residential uses are located to the north known as Historic Downtown Buckeye. Situated at the hard corner of the SWC of Miller and MC 85 is the United States Postal Service (USPS). Commercial and residential is located to the east and residential straddle the southern and eastern property boundaries.
3. The Planning and Zoning Commission unanimously approved the Apartments – SWC MC85 & 1st Street (Roers Buckeye Downtown) site plan on October 12, 2021. The site plan approval is contingent on the approval of this rezone request. The site plan was a request to approve approximately 12 acres that will facilitate the construction of a total of nine residential buildings that are planned along with six parking garage buildings and a large community clubhouse and leasing space building with landscaped active open spaces. The proposal includes 216 multi-family apartments that are comprised of one-, two-, and three-bedroom units ranging in size from 850-1,250 square feet.
4. The remaining 17 acres is planned to provide a combination of commercial and residential uses, providing shopping, dining, and personal service facilities for the surrounding community. There are currently no proposals or applications in for review on the 17 acres.
5. The existing property is comprised of four parcels currently zoned Commercial Center (CC) and Planned Residential (PR). The request is to rezone to Downtown Commercial (DC).

AREA CONTEXT

Table 1: Existing Land Use, General Plan Designation, and Zoning District

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	Neighborhood and Activity Center	Downtown Commercial (CC, and PR)
North	Developed commercial, industrial, and residential uses	Activity Center	RU-43 (Maricopa County)
South	Single Family Residential 1 acre lots (2); Parkside at Buckeye (subdivision)	Neighborhood	Planned Residential (PR)
East	Commercial and Downtown residential (Buckeye Blocks Lot 1-3, 10-15)	Activity Center	Commercial Center (CC); Mixed Residential (MR)
West	Vacant; Parkplace at Buckeye (subdivision)	Neighborhood	Commercial Center (CC), Planned Residential (PR)

PUBLIC PARTICIPATION

6. The applicant has advertised in accordance with Section 8 of the Development Code via mailed notice to those property owners within 500 feet of the subject site. The notice of application was mailed on June 22, 2021. This notice also included an invite to a virtual/online Neighborhood meeting.
7. Due to the COVID-19 pandemic the neighborhood meeting was allowed to be conducted as a mailed “virtual” meeting in accordance with the City’s emergency guidelines and policies. However, the applicant opted to hold an in-person meeting for the residents. Seven (7) residents attended the meeting and the applicant had their questions answered as summarized in the attached Citizen Participation Plan. No opposition to the project was noted.
8. Posting dates in the Citizen Participation Plan may differ from the dates posted below due to a missed newspaper posting deadline. All dates below meet the state statutes and city code requirements.
9. Staff had one inquiry from the Terry Shepard daughter of Betty Martin, owner of the property to the South, they were concerned about the irrigation well located on their site.

Table 2: Public Notice

Notification Element	Date
Notice of Application Mailing to Property Owners w/in 500'	June 22, 2021
Virtual Neighborhood Meeting/Notice	July 13, 2021/June 22, 2021
Legal Notice – Newspaper	October 1, 2021
Sign Posting	September 27, 2021
Mailed Legal Notice w/in 500'	October 12, 2021

BACKGROUND

10. 1987: Annexed; Approved 11/3/1987
11. 1996: Rezone Commercial Center (CC) : Ord. 6-96; Approved 8/19/1996
12. 2021: Rezone request from CC to Downtown Commercial (DC) scheduled for Planning and Zoning Commission 10/26/2021 and Council approval 11/2/2021 (see condition of approval below).
13. 2021: PLZZ-21-00146 Minor Subdivision to subdivide property and dedicate right-of-way, currently in review scheduled for City Council on 10/19/2021.
14. October 29, 2021: first public hearing heard by the Planning and Zoning Commission and unanimously recommended approval to City Council. Please note, due to a calculation error in the acreage, provided by the developer, approximately 31.63, and approved by the Planning and Zoning Commission, staff has corrected the error to approximately 29 acres. These changes are reflected in the staff report and Council Action Report (CAR).

ANALYSIS

15. Conformance with the General Plan. The General Plan Land Use Map specifies the area as Neighborhood for the eastern portion of the property and Activity Center (Historic Downtown Buckeye Activity Center) for the eastern portion of the property. The proposed rezoning request to Downtown Commercial (DC) is consistent with this land use.
16. The property is currently zoned Planned Residential (PR) district and Commercial Center district (CC).

17. The proposed rezone, if approved, will also implement the policies of the General Plan, primarily under:

Goals 1.0 Aspire for Quality Neighborhoods, and more specifically refer to Policy 1.8 which promotes, "...infill development and targeted redevelopment in Downtown Buckeye and surrounding neighborhoods to improve existing physical conditions, enhance sustainability by making efficient use of existing community amenities and infrastructure, provide choice of housing types and densities, and maintain compatibility with adjacent land uses".

18. DC has no density or lot minimum sizes, the setbacks are listed below:

4.1.2. Mixed-Use Districts

TABLE 4.1-2: DIMENSIONAL STANDARDS – MIXED-USE DISTRICTS				
[Bracketed numbers refer to notes at the bottom of the table.]				
District	NMU	CMU	RMU	DC
Residential density, maximum (DU/gross acre)	10.0	15.0	no max; 15.1 min	-
Lot Size, minimum (sq.ft.)	-	Minimum district size: 5.0 acres	Minimum district size: 15.0 acres	-
Setbacks	Front (ft)	0, building to be sited on property line	0, building to be sited on property line	0, building to be sited on property line
	Side (ft) [1]	-	-	-
	Rear(ft) [2]	-	-	5
Lot Coverage, maximum (percent)	70	90	90	-
Building Height, maximum (feet)	50	90	Min: 30 No Max	-
NOTES: [1] Corner lots shall have a minimum 10-foot side setback on the street sides. [2] If alleys are used in a development, there is a minimum 30' building face to building face separation across the alley.				

19. The DC district is intended to provide for and encourage development and redevelopment that preserves and enhances the unique character and vitality of the Buckeye downtown. Public uses, offices, retail, service, and upper-story residential uses allowed. Design standards focus on creating a human scaled, pedestrian –orientated and walkable downtown that invites commercial development and complementary residential opportunities. Continuous retail frontages, largely uninterrupted by driveways and parking, are encouraged.
20. The overall intent of the rezone is to develop a combination of commercial and residential uses. The commercial component of the project will likely be 5-10 acres and occupy the west side of the property. Commercial can include shops, restaurants, and other services typical of suburban retail developments. Residential uses are anticipated for the remaining parcel west of the Roers site.

RECOMMENDATION

21. Staff recommends the Planning and Zoning Commission motion for **approval** with conditions a-f of **PLZZ-20-00015** for the following reasons:

- Conformance with General Plan
 - Conformance with Development Code
 - All outstanding issues from reviewing departments will be addressed at improvement and building plans
- a. 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 this approval.
- b. At the time of development of lot 1, a replat of lot 1 will be required to dedicate additional right of way along mc 85 for right turn lanes.
- c. Owner owns a “Pre-Code well.” If owning rights to a “Pre-Code well” is valuable to the City per State Law, owner will deed a well site within 660’ of the existing Pre-Code well to the City, provided that:
1. Location of the wellsite and easements are to be mutually agreed on.
 2. Any water impact fee credits will require a separate agreement and will need the approval by City Council.
- d. All information in regards to infrastructure is conceptual in nature and shall be verified in detailed engineering analysis at site planning stage.
- e. The conceptual site plan identified in the narrative is for illustrative purposes only and does not constitute an approved site plan. Any site plan on the site will require a separate site plan submittal, review, and approval and shall conform to all City of Buckeye codes and regulations at the time of submittal.
- f. This subdivision is subject to a Street Light Improvement District (SLID) and Parkway Maintenance Improvement District (MID): A SLID shall be put in place to pay for the electricity costs of the streetlights that will be required along MC 85 and any other public streets anticipated or existing. There is an existing SLID in Park Place and it shall be expanded to include this development. One new MID shall be put in place for each new HOA.

ATTACHMENTS

- Vicinity and Rezone Map
- General Plan Map
- Narrative & exhibits
- Citizen Participation Report

Prepared by:
Andrea Marquez, Principal Planner II

Reviewed By:
Adam Copeland, Deputy Director of Planning

[illegible]

Legend

- Carefree Buckeye 29 Rezone Request (4)

General Plan Land Use

LandUse

- Activity Center (1)
- Business Commerce (2)
- Employment (1)
- Master Planned Community (1)
- Neighborhood (6)
- Open Space (1)
- Floodway Transition Zones (1)

The map displays the following neighborhoods and landmarks:

- Neighborhoods:** FARALLON, BUCKEYE 320, SUNSET VISTA, MILLER PARK, COPPER FALLS, DOVE COVE ESTATES, MILLER MANOR, MYSTIC VISTA, MAYFIELD, VALENCIA, BLUE HILLS, SUNSET POINT, TERRAVISTA, ENCANTADA ESTATES, THE RESERVE, CENTRAL BUCKEYE.
- Landmarks:** E-Institute at Buckeye, Grace Fellowship Academy, Bales Elementary, Odyssey Prep Academy - Buckeye, Buckeye Union High School, EMMCCCEG, Buckeye Elementary, Buckeye Preschool.
- Infrastructure:** BUCKEYE BLK 1-3, 10-15, I-10.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CN AeroGRID, IGN, and the GIS User Community

THAT PORTION OF THE FOLLOWING PROPERTIES:

PARCEL NO. 1

THAT PORTION OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS;

COMMENCING FOR A TIE AT THE EAST QUARTER CORNER OF SECTION 6;

THENCE SOUTH 00 DEGREES 16 MINUTES 50 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION, 33 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 16 MINUTES 50 SECONDS EAST, ALONG SAID EAST LINE, 880.90 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 10 SECONDS WEST, 253.00 FEET;

THENCE NORTH 00 DEGREES 16 MINUTES 50 SECONDS WEST, 60 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 10 SECONDS WEST, 200 FEET;

THENCE NORTH 00 DEGREES 16 MINUTES 50 SECONDS WEST, 419.16 FEET;

THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST, ALONG A LINE 433 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST MIDSECTION LINE OF SAID SECTION, 2177.71 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 45 SECONDS EAST, 400.06 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG A LINE 33.00 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST MIDSECTION LINE OF SAID SECTION, SAID LINE BEING THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 60-70 (FORMERLY U.S. HIGHWAY 80), A DISTANCE OF 2625.17 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 40 FEET THEREOF; AND

EXCEPT THE WEST 50 FEET OF THE NORTH 400.06 FEET THEREOF; AND

EXCEPT THE SOUTH 60 FEET OF THE WEST 213 FEET OF THE EAST 253 FEET OF THE NORTH 913.90 FEET OF SECTION 6; AND

EXCEPT A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

BEGINNING AT A POINT 40 FEET WESTERLY AND 33 FEET SOUTHERLY OF THE EAST QUARTER CORNER OF SAIDSECTION 6;

THENCE SOUTH 00 DEGREES 16 MINUTES 50 SECONDS EAST (RECORDED AND MEASURED) ALONG A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST SECTION LINE, A DISTANCE OF 370.00 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS WEST (RECORDED) NORTH 89 DEGREES 21 MINUTES 50 SECONDS WEST (MEASURED), A DISTANCE OF 270.00 FEET;

THEN NORTH 00 DEGREES 16 MINUTES 50 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 370.00 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST (RECORDED) NORTH 89 DEGREES 21 MINUTES 50 SECONDS EAST (MEASURED) 33 FEET SOUTH OF AND PARALLEL TO THE MIDSECTION LINE OF SAID SECTION 6, A DISTANCE OF 270.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING FOR A TIE AT THE EAST QUARTER CORNER OF SECTION 6;

THENCE SOUTH 00 DEGREES 15 MINUTES 50 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION, 33.00 FEET;

THENCE CONTINUING SOUTH 00 DEGREES 16 MINUTES 50 SECONDS EAST, ALONG SAID EAST LINE, 880.90 FEET;

THENCE NORTH 89 DEGREES, 43 MINUTES 10 SECONDS WEST, 253.00 FEET;

THENCE NORTH 00 DEGREES 16 MINUTES 50 SECONDS WEST, 60.00 FEET;

THENCE SOUTH 89 DEGREES, 43 MINUTES 10 SECONDS WEST, 200.00 FEET;

THENCE NORTH 00 DEGREES, 16 MINUTES 50 SECONDS WEST, 222.16 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 21 MINUTES 50 SECONDS WEST, 861.59 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 27 SECONDS WEST, 197.00 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 60 SECONDS EAST ALONG A LINE 433.00 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST MID-SECTION LINE OF SAID SECTION, 861.45 FEET;

THENCE SOUTH 00 DEGREES 16 MINUTES 50 SECONDS EAST, 197.00 FEET TO THE POINT OF BEGINNING.

Downtown Buckeye



Citizen Participation Report

PLZZ 20 00015

Request for a PAD Rezoning application for approximately 32 Acres

Generally located at the SWC of Miller and Monroe Streets

SUBMITTED TO:

City of Buckeye Planning and Zoning Division

PREPARED BY:

Iplan Consulting

September 23, 2021

PURPOSE

The purpose of this Citizen Participation Plan is to document and inform citizens, property owners, neighborhood associations, agencies, schools, and businesses in the vicinity of the site of the application and for the ongoing process and actions related to this request. Iplan Consulting, on behalf of Carefree Partners LLC, has initiated a Rezoning request to establish DC zoning for a ~32 acre property located at the southwest corner of Monroe Street and Miller Streets in downtown Buckeye.

CONTACT

All questions and/or comments related to this proposal should be directed to:

Iplan Consulting
3317 S. Higley Road #114-622
Gilbert, AZ 85297
Phone: (480) 227-9850
Email: Greg@iplanconsulting.com

NOTIFICATION

In order to provide effective citizen participation in regards to this application, the following actions were taken to provide adequate opportunity to adjacent landowners or any other potentially affected individuals, agencies, or organizations to learn of and address any and all real or perceived impacts this proposed rezoning may have on individuals, properties, or the community:

- 1) Notification of Application:
Letters were mailed to all property owners within 500' of the subject notifying them of our formal application submittal to the City for a rezoning request. This notification letter was combined with the Notice of Neighborhood Meeting which we wanted to hold early in the entitlement process to assure us enough time to work through any and all neighborhood issues.
- 2) Notification of Neighborhood Meeting:
Combined with the Notification of Application, letters were mailed to all property owners within 500' of the subject site inviting them to neighborhood meeting planned for July 13th, 2021. m of our formal application submittal to the City for a rezoning request.
- 3) Neighborhood Meeting:
A neighborhood meeting was held at the 25:35 Café in downtown Buckeye the evening of Tuesday, July 13th, 2021. This meeting was held to inform nearby residents of the proposed rezoning of the 32-acre site as well as a potential multi-family use for an 11-acre portion of the 32-acre property. A summary of the meeting is included in this documentation.
- 4) Newspaper Notice:
The proposed rezoning request text supplied by the City was provided to the Buckeye Star team for advertisement in their Public Notices section of the newspaper.
- 5) Notice of Public Hearing:
Letters were mailed to all property owners within 500' of the subject notifying them of the upcoming Planning and Zoning Commission and City Council hearings for the proposed rezoning request.

CITIZEN PARTICIPATION PLAN SCHEDULE

Notification of Application:	06/22/21
Notification of Neighborhood Meeting:	06/22/21
Neighborhood Meeting:	07/13/21
Newspaper Notice:	09/22/21
Notice of Public Hearings:	09/23/21
Citizen Participation Plan Report:	09/23/21
Planning and Zoning Commission Meeting:	10/12/21
City Council Hearing:	10/19/21

DOCUMENTS

- Notification of Application / Notice of Neighborhood Meeting
- Affidavit of Mailing Notice
- Neighborhood Meeting Documentation
 - Meeting summary
 - List of attendees (sign-in sheet)
- Newspaper Advertisement Order
- Notice of Public Hearing
- Notification Map – 500-foot radius
- Notification List



Notice of Neighborhood Meeting

Hello. I am a land planner working on behalf of the Carefree Partners and Roers Companies on a development proposal located at the southwest corner of MC 85 and 1st Street in downtown Buckeye. The purpose of this letter is three-fold. First, we want to inform you that a request to rezone the property has been filed by Carefree Partners in December of 2020 which proposes to change the land use designation of the property from Community Commercial (CC) and Planned Residential (PR) to Downtown Commercial (DC) with a Planned Area Development (PAD) overlay. Secondly, the Roers Companies has submitted a Site Plan Request for the easternmost 11 net acres of the site for a multi-family project. Thirdly, this letter is being sent to all property owners within 500 feet of the subject site to invite adjacent residents to an upcoming informational meeting where you can ask questions and/or provide comments about the proposals. The subject property is approximately 32 acres in size and wraps around the existing United States Post Office on the corner with frontage along both MC 85 and 1st Street.



The successful rezoning will allow us to continue planning the property for a combination of commercial and residential land uses, both of which are permitted under the Downtown Commercial zoning district. Until the time of development, the property will remain in agricultural use.

The commercial component of the project is will likely be 5-10 acres and occupies the west side of the site. This portion of the site has significant frontage along Monroe Avenue with excellent visibility which adds to the viability of the location for the desired uses. Specific commercial users are not known at this time, but we expect the center to provide a variety of shops, restaurants, and other services typical of suburban retail developments.

The residential component of the project is approximately 22-27 gross acres and occupies the middle and east area of the site. This portion of the property wraps around the existing USPS Post Office facility and has frontage along both Monroe Avenue and 1st Street. Two multi-

family projects are envisioned for the project, with the first one, proposed by Roers Companies, currently under Site Plan review by the City and will be included in the meeting's presentation.

You are invited to attend this meeting to learn about the proposal, ask questions, and provide any comments applicable to the project. The meeting details are below.

Tuesday, July 13th at 4:30 PM
Café 25:35 – Main dining area
409 Monroe Ave. Buckeye, AZ 85142

If you cannot attend the meeting but still want to learn about the project and/or provide comments, please contact me directly at ***Greg@iplanconsulting.com***.

Common questions asked:

1. Why not build the entire site as commercial?

The property owners, who have been commercial developers for 30+ years, recognize that the site is far too big to develop entirely as commercial in our online shopping, post-COVID world. They have been working with commercial brokers to determine the maximum amount of commercial acreage that is viable and sustainable given the amount of existing and planned residential developments surrounding the site.

2. What about the traffic generated by this project?

We have prepared and submitted a complete Traffic Impact Analysis (TIA) which the City will review and determine what impact this project will have on existing traffic and what is needed to do to mitigate any significant impacts.

3. What road improvements will be made with this project?

The City will actually determine what improvements are required, but we fully expect to be making improvements to our MC 85 frontage and our 1st Street frontage. We won't know the extent of those improvements until we get further into the process.

4. What is the timing of the project?

We expect the site construction to start in late 2022/early 2023 and build out will be determined by the market absorption of each land use.

On behalf of the property ownership,



Greg Davis
Land Planner

Affidavit of Mailing Notice

Case Number: PLZZ-20-00015 & PLZSP-21-00050
Project Name: Buckeye 29 & Roers Downtown Buckeye
Applicant Name: Carefree Buckeye 29 LLC & Roers Companies
Location: SWC of Monroe Street (MC 85) & 1st Street

In order to assist in providing adequate notice of application for interested parties, the applicant for site plans in the City of Buckeye shall secure the names and addresses of all property owners within 300 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send a notice of application to each said owner no less than fifteen (15) days from the date of application.

I confirm that I secured the names and addresses of all property owners within 300 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the notice of application to each said owner.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 6th day of July, 20 21, by:

Korrie Leigh Holzer
Notary Public



My Commission Expires:

1/31/2026



Downtown Buckeye Neighborhood Meeting Summary:

25:35 Café – July 13, 2021

Attendees:

Moderator: Greg Davis – Iplan Consulting
Landowner: Scott Phillips & Rico West – Carefree Partners
Developer: James Riley, Kevin Sturgeon, & Ross Stinett – Roers Companies
Architect: Gary Todd & Anthony Martinez – Todd and Associates
Neighbors: See Sign-in Sheet

Meeting started at approximately 4:35PM.

Mr. Davis welcomed everyone to the meeting, explained that the purpose of the meeting was to inform the area residents about the proposal and solicit questions and/or comments. Mr. Davis then explained what the existing entitlements allowed for, what the proposed entitlements were (including the PAD rezoning and Site Plan), what they allowed for, and the process for the proposed entitlements to be reviewed and improved. Lastly, Mr. Davis explained the timeframes associated with each step and the multiple opportunities the area residents would have to provide further commentary.

Mr. Riley introduced the Roers Companies team members and explained the philosophy of the company and their interest in this location. Mr. Stinett elaborated on their specific goals for this site and why they believe this site is ideal for the proposed project.

Mr. Martinez briefly walked the neighbors through the site plan and architecture proposed.

Mr. Davis then opened the meeting for questions and/or comments:

1. How Tall are these buildings?
 - *The residential buildings are 3-story, the garages and clubhouse are single story.*
2. Why not build all commercial?
 - *We know the site/area cannot absorb all 32 acres as commercial without more density in the immediate area. By including multi-family land uses, we will increase the demand for commercial both onsite and in the downtown area.*
3. Will this be Section 8 [subsidized] housing?
 - *No, this project is not Section 8 housing. This project will look and live like market rate contemporary projects with high end finishes and a full appliance package.*
4. What landscaping is around the perimeter?
 - *We will have a minimum of 10-feet of landscaping around the west and south perimeter. We also have the single-story garages along those perimeters keeping our larger buildings internal to the site.*



5. What type of fence/walls?
 - *We can use wrought iron or masonry walls depending on the situation and preference of the community. We will likely have a combination of both but will use any existing walls along the property perimeter which appear to be masonry.*
6. What road improvements will you do?
 - *We have submitted a Traffic Impact Analysis to the City and after the City review's that report they will work with us to determine what the improvements need to be. We expect to be improving Monroe and perhaps Miller, but we are not yet sure what specific improvements will be required?*
7. What about traffic signal (at 255th)?
 - *Right now, we don't meet the warrants for a signal, but as that area develops, 255th would be an appropriate location for a signal.*
8. We don't want bad commercial [uses] like smoke shops, liquor stores, marijuana dispensaries, etc.
 - *We understand and are not proposing any of those uses. We want this site to develop with family friendly uses which is more likely to happen due to the included multi-family projects.*
9. Where is everyone parking? Overflow parking?
 - *The site is designed to be 100% parked on site which accounts for guest parking.*
10. Do you limit one family per unit? How?
 - *Yes, the project will have occupancy standards that limit the number of residents per unit type. We have diligent onsite management that performs quarterly unit inspections so we would know pretty quick if anyone is violating property rules.*
11. What do you do to support the community?
 - *Both Roers and Carefree Partners are going to be long-time owners in this community thus will reach out and collaborate with the City for community events, local sports teams sponsorship, holiday celebrations, etc.*
12. How long until construction?
 - *We expect the preliminary approvals to take the next 2-3 months, then the construction documents will be processed which also takes 3-4 months, so early 2022 is most likely.*
13. We are concerned about dust related issues during construction.
 - *The County regulates dust control, and we are required to minimize the amount of dust created during construction. There will be a phone number posted on site for you to call if you believe too much dust is being created.*



14. What improvements to the local utilities are you doing?

- *We will be discussing the utility improvements with the utility providers as we go through the approval process so we do not know the details, but we expect we will be extending lines across our frontage and into our site. Also, as part of our construction permits, we will be paying fees to the City that go towards utilities for system wide improvements.*

15. Pedestrian connections.

- *We are integrating shaded sidewalks with occasional seating areas along Monroe and into the project as we think it is vital to allow for pedestrian access and circulation.*

16. How wide will Monroe be?

- We are showing Monroe to be 140-feet wide at build out but are unsure if that means it will be built as a 5 or 7 lane street. That is up to both the City and County. Miller is also 140-feet so will also be widened in the future.

17. How long will the construction take?

- *We are planning to start construction in early 2022 and expect our first residents to move in during the fall of 2023.*

18. What is the water table in the area?

- *It is quite high and there is plenty of water for this project.*

19. Being a lifelong resident of Buckeye, I am excited about this proposal as I know this is the type of project needed to spring board the downtown area of Buckeye into a special and exciting place as has been done in Chandler, Gilbert, and Mesa.

- *We agree and appreciate your support.*

Seeing no other questions or comments, Mr. Davis explained the next steps in the process and welcomed the residents to stay involved in the process and contact him for future updates and/or if they have additional questions or comments.

Meeting adjourned at approximately 5:25 PM.

Project: Buckeye 29
Time Started: 4:30pm

Meeting Date: 07/13/2021
Time Ended: : pm

Location: 25:35 Café

ATTENDANCE SIGN-IN

NAME -- (please print)	ADDRESS	ZIP
Dustin Ezell	923 W. Orchard LN Litchfield Park	85340
Chad Leas	25510 W US Hwy 85 Buckeye	85326
Mary & Manuel Alvarez	301 S. 1 st St Buckeye	85326
Jay Broadbent	111 E Monroe Buckeye	85326
Nancy Manning	21110 W. Glen St. Buckeye	85396
James Bates	10704 S. 27 th Buckeye	85326
Silvana Kane	8684 So 254 th DR Buckeye	85326

Newspaper Advertisement Request

From: Jason Iplan

Sent: Wednesday, September 22, 2021 2:42 PM

To: 'eolmos@thebuckeyestar.com' <eolmos@thebuckeyestar.com>; 'jstein@ttlaz.com' <jstein@ttlaz.com>

Cc: Greg Davis <gregdavis@iplanconsulting.com>

Subject: Buckeye 29 - Newspaper Ad Request

Importance: High

Good afternoon Buckeye Star team,

Just a minor edit and clarification from what I sent over earlier – please note there is not a minimum font size, just use a normal font please, nothing extra large, etc.... of course we can remove the highlight too, I just have it that way to clarify what goes in the print.

City of Buckeye

NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, October 12, 2021 to be held at the City Council Chambers, located at 530 E. Monroe Avenue at 6:00pm, for the purpose of hearing all persons for or against the request noted below.

NOTICE IS HEREBY GIVEN that the City of Buckeye City Council will hold a public hearing on Tuesday, October 19, 2021 to be held at the City Council Chambers, located at 530 E. Monroe Avenue at 6:00pm, for the purpose of hearing all persons for or against the following request:

Case No. PLZZ-20-00015: Request by Iplan Consulting for the approval of Buckeye 29, a rezoning application for approximately 31.6 acres of property currently zoned Community Commercial (CC) and Planned Residential (PR) to Downtown Commercial (DC) to support development of a mixed-use project. The property is located west and south of the southwest corner of MC 85 and 1st Avenue in Buckeye, AZ. This site can be legally described as Township 6, Range 1 South, and Section 3 West, or by the Maricopa County Assessor's Parcel Numbers: 400-35-001R and 400-35-001X.

For additional information, please contact the Development Services Department at (623) 349-6211.

Thanks,

Jason Sanks

Iplan Consulting

V: 602-326-0581

E: Jason@iplanconsulting.com



Notice of Public Hearing – PLZZ-20-00015

This letter is being sent to all property owners within 500 feet of the subject site to inform you of an upcoming Public Hearing concerning a development proposal located at the southwest corner of MC 85 (Monroe) and 1st Street (Miller) in downtown Buckeye. The property ownership has filed a request to rezone the property from Community Commercial (CC) and Planned Residential (PR) to Downtown Commercial (DC). The subject property is approximately 32 acres in size and wraps around the existing United States Post Office on the corner with frontage along both MC 85 and 1st Street.



The successful rezoning request will allow the ownership to continue planning the property for a combination of commercial and residential land uses, both of which are permitted under the DC zoning district. Until the time of development, the property will remain in agricultural use. This request will be presented in two upcoming public hearings as identified below. These meetings are open to the public and you are encouraged to attend.

Planning and Zoning Commission Hearing:

Tuesday, October 12th at 6:00 PM

City Council Chambers

530 E. Monroe Ave.

Buckeye, AZ 85326

City Council Hearing:

Tuesday, October 19th at 6:00 PM

City Council Chambers

530 E. Monroe Ave.

Buckeye, AZ 85326

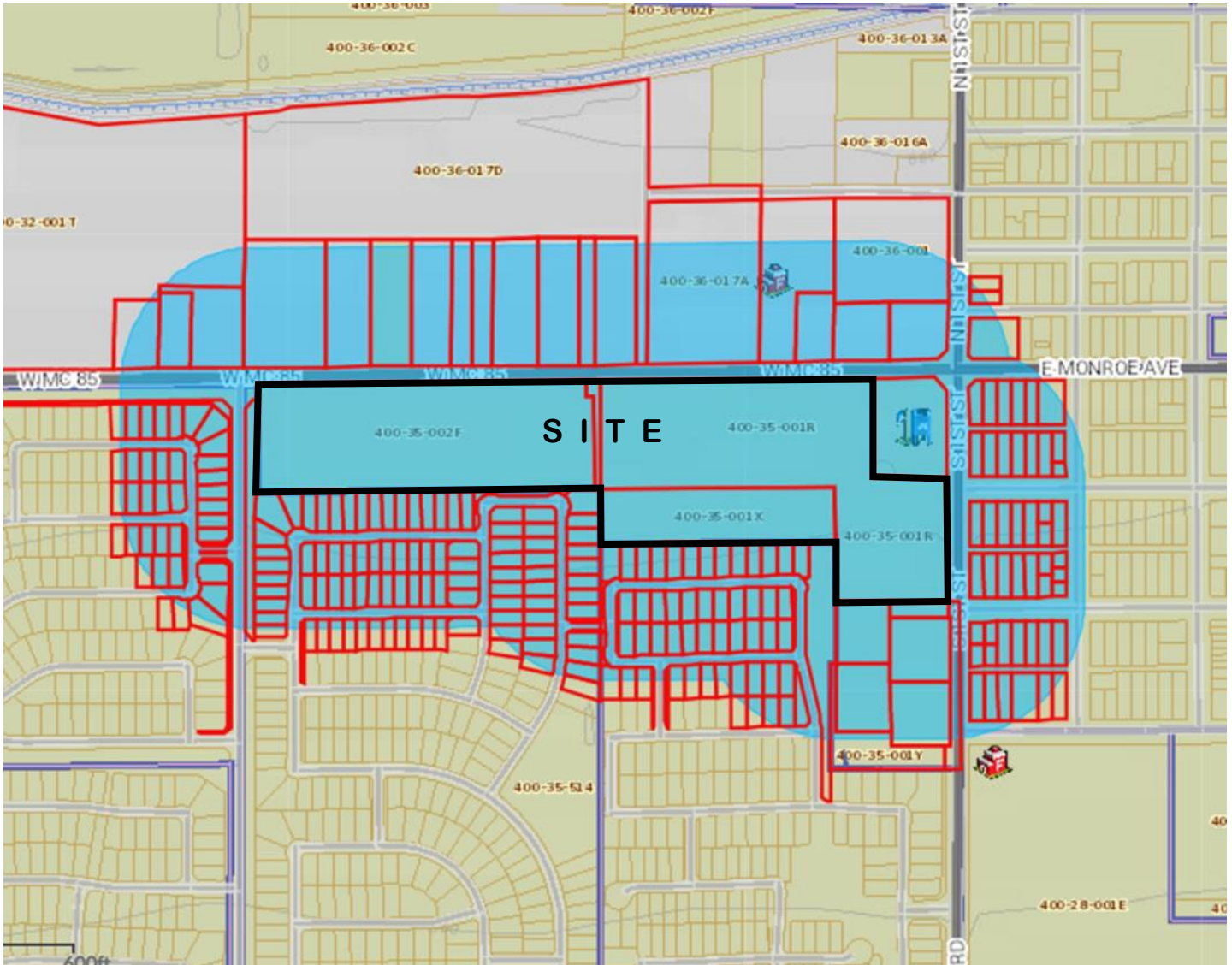
If you cannot attend the hearing(s) but still want to learn about the project and/or provide comments, please contact me directly at ***Greg@iplanconsulting.com***.

On behalf of the property ownership,

Greg Davis
Land Planner



500 – foot Notification Map



Notification List - 500-feet

LONDON ASTRA ENTERPRISE CORP
6408 E JUNIPER AVE
SCOTTSDALE, AZ 85254

MADSEN JAMES
104 E BUTLER AVE
BUCKEYE, AZ 85326

RAMOS JUAN
9524 W CAMELBACK RD
GLENDALE, AZ 85305

BROADBENT LEAVITT BUILDING LLC
P O BOX 125
BUCKEYE, AZ 85326

HICKMANS EGG RANCH INC
6515 S JACKRABBIT TRL
BUCKEYE, AZ 85326

CAFE DE FLORE INVESTMENTS LLC/
TENNIS TOURS PROFIT SHARING
9393 N 90TH ST UNIT 102-154
SCOTTSDALE, AZ 85258

PAUL VASILE/LETITIA
14807 72ND PL NE
KENMORE, WA 98028

SAIGH KASSAB F
2615 E BROWN ST
PHOENIX, AZ 85028

MANNING NANCY M
21110 W GLEN ST
BUCKEYE, AZ 85396

VANGORDER GARY A/SHARON
207 S 2ND ST
BUCKEYE, AZ 85326

SHIVE LUIS OCTAVIO ESPINOSA
111 E JACKSON AVE
BUCKEYE, AZ 85326

EZELL DUSTIN
25402 W HIGHWAY 80
BUCKEYE, AZ 85326

ALVAREZ ROGELIO L
23590 W HUNTINGTON DR
BUCKEYE, AZ 85326

RODRIGUEZ PEDRO LU/LILIA B
107 JACKSON AVE
BUCKEYE, AZ 85326

ARMAS LARRY S
110 E CLANTON AVE
BUCKEYE, AZ 85326

MUSGRAVE LORETTA L
PO BOX 188
AJO, AZ 85321

SFR 2012-1 US WEST LLC
8665 E HARTFORD DR SUITE 200
SCOTTSDALE, AZ 85255

CUEVAS GUADALUPE VALENCIA
111 E CLANTON AVE
BUCKEYE, AZ 85326

ARIEL PROPERTIES LLC
701 WALLER ST
SAN FRANCISCO, CA 94117

LEAS CHAD/SARAH
25510 W US HWY 85
BUCKEYE, AZ 85326

MORALES JAVIER MUNOZ
109 CLANTON AVE
BUCKEYE, AZ 85326

YANEZ MARIE R
PO BOX 355
BUCKEYE, AZ 85326

MOMS FINAL WISHES LIVING TRUST
107 E CLANTON AVE
BUCKEYE, AZ 85326

HARRIS MICHAEL BOYD/HALLIE MARIE
105 CLANTON AVE
BUCKEYE, AZ 85326

SILVEYRA GUILLERMO/SANJUANA S
214 W 2ND AVE
BUCKEYE, AZ 85326

POWERS TAMMI L
101 E CLANTON AVE
BUCKEYE, AZ 85326

DENNER LLC
333 W BETHANY HOME RD
PHOENIX, AZ 85013

407 E MONROE LLC
25413 W RIVERSIDE ST
BUCKEYE, AZ 85326

COLVILLE RUSSELL L/MELONY D
25590 W US HIGHWAY 85
BUCKEYE, AZ 85326

GARCIA MARIA/DAVID
25600 W MC HWY 85
BUCKEYE, AZ 85326

STEPHENS FAMILY TRUST
25750 W HWY 85
BUCKEYE, AZ 85326

REYNOSO JUAN JR
25588 W WINSTON DR
BUCKEYE, AZ 85326

COLE ALICIA SUZANNE
25580 W WINSTON DR
BUCKEYE, AZ 85326

FIGUEROA OSCAR OCAMPO
25572 W WINSTON DR
BUCKEYE, AZ 85326

CONNOLLY CHRISTINE ANN
25564 W WINSTON DR
BUCKEYE, AZ 85326

PATTON EDWARD/FELICIA LADALE
25554 W WINSTON DR
BUCKEYE, AZ 85326

THOMAS KEITH EMANUEL
25557 W COLES RD
BUCKEYE, AZ 85326

HAUN BENJAMIN L/VERANIKAH K
25565 W COLES RD
BUCKEYE, AZ 85326

HANLEY TYLER J/LOVATO CHELSEA R
25573 W COLES RD
BUCKEYE, AZ 85326

LOPEZ MARIA M CAMPANA
25579 W COLES RD
BUCKEYE, AZ 85326

NUNZIATO JAMES KYLE/LINDA M
25585 W COLES RD
BUCKEYE, AZ 85326

HUERTA SANDRA MONTERO DE
25582 W COLES RD
BUCKEYE, AZ 85326

HERNANDEZ NIMROD G
25576 W COLES RD
BUCKEYE, AZ 85326

TRUSSELL BRET A/TRACY A
25570 W COLES RD
BUCKEYE, AZ 85326

SCHULTZ JOHN W/SANDRA J
25566 W COLES RD
BUCKEYE, AZ 85326

KHLIQDAD HUSSEIN ALI
25558 W COLES RD
BUCKEYE, AZ 85326

WILLIAMS MARVIN J JR/APRIL A
25552 W COLES RD
BUCKEYE, AZ 85326

REYNA JESUS ENRIQUEZ
8451 S 255TH DR
BUCKEYE, AZ 85326

WATSON JERRY/JOSOE DUMAGUIT
8485 S 255TH DR
BUCKEYE, AZ 85326

GULLO TAMMY/MILLER JON
8499 S 255TH DR
BUCKEYE, AZ 85326

FIGUEROA HAROLD RODRIGUEZ
8513 S 255TH DR
BUCKEYE, AZ 85326

HINER SHANNON MICHELLE/KEVIN ALLEN
8527 S 255TH DR
BUCKEYE, AZ 85326

AMEZQUITA ANTHONY/OBLEA ALMA
8541 S 255TH DR
BUCKEYE, AZ 85326

BAGOOD MICHAEL G
8555 S 255TH DR
BUCKEYE, AZ 85326

JOVEL JOSE DOMINGO
8597 S 255TH DR
BUCKEYE, AZ 85326

DEAN BARRON ALEXANDER JR
25555 W WINSTON DR
BUCKEYE, AZ 85326

PEREZ JUAN/MIRNA ELIZABETH
25563 W WINSTON DR
BUCKEYE, AZ 85326

SWIMAN CHAD R
25571 W WINSTON DR
BUCKEYE, AZ 85326

MATHEWS LAKESHA JANELLE
25577 W WINSTON DR
BUCKEYE, AZ 85326

MORENO FRANCISCO / KARLA L OBESO
25587 W WINSTON DR
BUCKEYE, AZ 85326

ROJAS GEOVANNY P
25578 W ALLEN ST
BUCKEYE, AZ 85326

BACKHAUS RENA J
25568 W ALLEN ST
BUCKEYE, AZ 85326

KOPP JACON/CHRISTINE
25560 W ALLEN ST
BUCKEYE, AZ 85326

JAMES J MULVEHAL/GLORIA L TRUST
8611 S 255TH DR
BUCKEYE, AZ 85326

RIGGINS-JOHNSON IMANI
8649 S 255TH DR
BUCKEYE, AZ 85326

INGLIN DAVID P/CONSTANCE J
9110 LITTLE ROCK SW
OLYMPIA, WA 98512

STEPHENS MARSANNO/BUTTERS KIAYRA
25559 W ALLEN ST
BUCKEYE, AZ 85326

THOMAS DARRELL L
25567 W ALLEN ST
BUCKEYE, AZ 85326

TERRAVISTA BUCKEYE HOA
1600 W BROADWAY RD STE 200
TEMPE, AZ 85282

ALVAREZ FAMILY TRUST
301 S FIRST ST
BUCKEYE, AZ 85326

BUTANDA ELIODORO
903 S 1ST ST
BUCKEYE, AZ 85326

MARTIN BETTY J TR
95 CLANTON AVE
BUCKEYE, AZ 85326

ADVANCED TITLE AGENCY INC TRUST
301 S 1ST ST
BUCKEYE, AZ 85326

CAREFREE BUCKEYE 29 LLC
11811 M TATUM BLVD STE 4052
PHOENIX, AZ 85028

ADVANCED TITLE AGENCY
531 E THOMAS RD
PHOENIX, AZ 85012

HINDMAN KYLE W
25390 W US HWY 85
BUCKEYE, AZ 85326

HOPKINS MARK
25186 W JACKSON AVE
BUCKEYE, AZ 85326

PATTERSON TROY D
8345 NW 66TH ST
MIAMI, FL 33166

EESPINO MARIA MEDINA
25202 W JACKSON AVE
BUCKEYE, AZ 85326

GLUERRERO FAMILY TRUST
25210 W JACKSON AVE
BUCKEYE, AZ 85326

COVE NATIONAL LLC
225 E GERMANN RD STE 100
GILBERT, AZ 85297

MARTINEZ HOMER/RIZALIE
25226 W JACKSON AVE
BUCKEYE, AZ 85326

ROACH MICHAEL W
25234 W JACKSON AVE
BUCKEYE, AZ 85326

MILLER CHARLENE E
25242 W JACKSON AVE
BUCKEYE, AZ 85326

VAUGHN MICHAEL P
25250 W JACKSON AVE
BUCKEYE, AZ 85326

BREWER MICHAEL
5317 ONACREST DR
LOS ANGELES, CA 90043

GARZON PABLO ALEXIS
25266 W JACKSON AVE
BUCKEYE, AZ 85326

RENNER KATHLEEN ERIN
25274 JACKSON AVE
BUCKEYE, AZ 85326

CAMPER MELVIN
25282 W JACKSON AVE
BUCKEYE, AZ 85326

DUERRE DOUGLAS K/PRISCILLA
25725 W JACKSON AVE
BUCKEYE, AZ 85326

DIAZ DARCY ANDREY
5201 SEAGLEN WY
SAN DIEGO, CA 92154

OCHOA KEVIN AARON
25259 W JACKSON AVE
BUCKEYE, AZ 85326

SALCIDO JAVIER /GARCIA CARLA
25251 W JACKSON AVE
BUCKEYE, AZ 85326

WILLIAMSON FALLON
25243 W JACKSON AVE
BUCKEYE, AZ 85326

WHEATLEY MICHELE L
25235 W JACKSON AVE
BUCKEYE, AZ 85326

NEWTON JORDAN LEIGH
25227 W JACKSON AVE
BUCKEYE, AZ 85326

LOPEZ TOBIAS Q/TERESA
25219 W JACKSON AVE
BUCKEYE, AZ 85326

DE CHAMBORD VICTORIA ALEZANDRIA
MONJARAZ
25211 JACKSON AVE
BUCKEYE, AZ 85326

VARGAS CARLOS BRIAN
5165 W GRANADA RD
PHOENIX, AZ 85035

RAMIREZ VINCENTE ARIAS
25195 W JACKSON AVE
BUCKEYE, AZ 85326

THOMPSON EVAN/DIANA
25198 W CLANTON AVE
BUCKEYE, AZ 85326

COX JENNEL M/DAVID W
25206 W CLANTON AVE
BUCKEYE, AZ 85326

TO JEAN
25214 W CLANTON AVE
BUCKEYE, AZ 85326

CARDENAS SERGIO A DIAZ
25222 W CLANTON AVE
BUCKEYE, AZ 85326

CAMP BRANDON
25230 W CLANTON AVE
BUCKEYE, AZ 85326

GALLEGOS LUIS/ROSA H
11175 W DEL RIO LN
AVONDALE, AZ 85323

CUADROS VERONICA/JORGE
25246 W CLANTON AVE
BUCKEYE, AZ 85326

CARICH HOLDINGS LP
304 SILVERTHORN CLOSE
OLDS, AB T4H 1B3 CANADA

MICKLIN TIM/SOYLA
25262 W CLANTON AVE
BUCKEYE, AZ 85326

GOODFELLOW BLAKE/HAWS MELISSA
25270 W CLANTON AVE
BUCKEYE, AZ 85326

MACEDO TOMAS V III
25278 W CLANTON AVE
BUCKEYE, AZ 85326

BARRAZA JUAN D
25285 W CLANTON AVE
BUCKEYE, AZ 85326

KOSTBAR STEPHEN/SHARON
25277 W CLANTON AVE
BUCKEYE, AZ 85326

ADAMS BRANDON T/NICOLE
25269 W CLANTON AVE
BUCKEYE, AZ 85326

EVANGELESTA ROGER/STATINI SHONDA
25253 W CLANTON AVE
BUCKEYE, AZ 85326

BENITEZ FANNY J
25245 W CLANTON AVE
BUCKEYE, AZ 85326

BALLESTEROS CORINA
25237 W CLANTON AVE
BUCKEYE, AZ 85326

BIVENS MARVIN R/CARRIE L
25229 W CLANTON AVE
BUCKEYE, AZ 85326

TAYLOR MICHAEL J/KAY
PO BOX 44
GRAND COULEE, WA 99133

MADRIGAL DANIEL LARA
25213 W CLANTON AVE
BUCKEYE, AZ 85326

LOPEZ GUSTAVO/PATRICIA
25205 W PLANTON AVE
BUCKEYE, AZ 85326

IBARRA JAVIER HUIDOBRO
9004 S 219TH LN
BUCKEYE, AZ 85326

ACOSTA HERIBERTO/A. FRANCISCA
25198 W CENTRE AVE
BUCKEYE, AZ 85326

ROLDAN JUAN GABRIEL
25206 W CENTRE AVE
BUCKEYE, AZ 85326

VEAL DANIEL J III
25214 W CENTRE AVE
BUCKEYE, AZ 85326

LOPEZ ARIANA/LIONEL
25222 W CENTRE AVE
BUCKEYE, AZ 85326

PARKSIDE AT BUCKEYE HOA
5229 N 7TH AVE 103
PHOENIX, AZ 85013

IDENTICO INC
9120 DOUBLE DIAMOND PKWY STE 1370
RENO, NV 89521

STEPHENS LOUIS G/ROSA LEE TR
25330 W HWY 85
BUCKEYE, AZ 85326

BUCKEYE VALLEY RURAL VOLUNTEER FD
PO BOX 75
BUCKEYE, AZ 85326

LFR 2 LLC
3705 DEER PATH RD
MIDDLETON, WI 53562

KANE JASON M/SILVANA N
8684 S 254TH DR
BUCKEYE, AZ 85326

HERNANDEZ HUMBERTO /SALAS KAREN
8668 S 254TH DR
BUCKEYE, AZ 85326

SORENSEN JOHN/LINDSAY
8652 S 254TH DR
BUCKEYE, AZ 85326

BROWN DENNIS/TERRY
8636 S 254TH DR
BUCKEYE, AZ 85326

DIAZ MARTIN E/ZULEMA
8620 S 254TH DR
BUCKEYE, AZ 85326

RUIZ CARLOS/PARA LUPE
8604 S 254TH DR
BUCKEYE, AZ 85326

GONZALES MARIA A
5904 PEBBLE BEACH BLVD
LAS VEGAS, NV 89108

LEYVA LEONCIO
9330 W MCDOWELL RD UNIT 2083
PHOENIX, AZ 85037

VALDIVIA RICO RAY
25472 W JACKSON AVE
BUCKEYE, AZ 85326

BLACK NAKISHA
25468 W JACKSON AVE
BUCKEYE, AZ 85326

QUINTANA MARIA
25460 W JACKSON AVE
BUCKEYE, AZ 85326

LEE NEGUSA MARCUS/ASHLEY R
25452 W JACKSON AVE
BUCKEYE, AZ 85326

YASSINE NABIL /NAHEDA
11202 W SUNFLOWER PL
AVONDALE, AZ 85392

SPH PROPERTY THREE LLC
1301 2ND AVE FL 31
SEATTLE, WA 98101

KLENKE MORGAN/JEFFREY D/JANICE M
25428 W JACKSON AVE
BUCKEYE, AZ 85326

HUSBY ALICE
825 11TH AVE W
WEST FARGO, ND 58078

CENTER NICHOLE D
25412 W JACKSON AVE
BUCKEYE, AZ 85326

QUIJADA ANTONIO /GRACIELA
25404 W JACKSON AVE
BUCKEYE, AZ 85326

VELAZQUEZ JESUS ORTIZ
2416 W ROESER RD
PHOENIX, AZ 85041

CARROLL-JONES TRENT MICHAEL
25388 W JACKSON AVE
BUCKEYE, AZ 85326

DOBESH MATTHEW/KELLY
25380 WEST JACKSON AVE
BUCKEYE, AZ 85326

CAMPANA JAZMIN / LUIS SANTOS
25375 W JACKSON AVE
BUCKEYE, AZ 85326

STEPHENS BRIAN J
25370 W JACKSON AVE
BUCKEYE, AZ 85326

GUILLEN LINDA/GLASER RONNIE
25381 W JACKSON AVE
BUCKEYE, AZ 85326

TAMAYO M/DOMINGUEZ FRANCISCO
25389 W JACKSON AVE
BUCKEYE, AZ 85326

CANCHOLA VENANCIO
25397 W JACKSON AVE
BUCKEYE, AZ 85326

JOHNSON RICHARD W/SANDRA G
2834 HWY 231
VALLEY, WA 99181

AGUILAR MARIA SAN JUAN MORALES
25413 W JACKSON AVE
BUCKEYE, AZ 85326

CARRANZA MARIA/HELLAN
25421 W JACKSON AVE
BUCKEYE, AZ 85326

JOSE ACOSTA/ REV. LIVING TRUST
7822 SANTA MONICA AVE
STANTON, CA 90680

DUARTE FRANCISCO CARDENAS
25437 W JACKSON AVE
BUCKEYE, AZ 85326

EVANS DUSTIN T
62 W BADGER CREEK TRL
FLAGSTAFF, AZ 86005

FRENCH RODNEY MARTIN/DAWN LYN
25453 W JACKSON AVE
BUCKEYE, AZ 85326

SAUCEDO TOMAS
25462 W LINCOLN AVE
BUCKEYE, AZ 85326

SNIEGOWSKI MICHAEL/TRISHA
25454 W LINCOLN AVE
BUCKEYE, AZ 85326

AH4R-AZ 11 LLC
23975 PARK SORRENTO
CALABASAS, CA 91302

REYNOSO ANTONIO A
25438 W LINCOLN AVE
BUCKEYE, AZ 85326

ULTIMA II
5235 E SOUTHERN AVE D104 414
MESA, AZ 85206

SUMPTER DARRELL M/CELINA ROSE
25422 W LINCOLN AVE
BUCKEYE, AZ 85326

SHARP ROCK SFR LLC
4500 N 32ND ST STE 200
PHOENIX, AZ 85018

CRAWFORD KRISTAL K
25406 W LINCOLN AVE
BUCKEYE, AZ 85326

SEGOVIA SANDRA
25398 W LINCOLN AVE
BUCKEYE, AZ 85326

MELCHISEDECH JOSEPHINE A
25390 W LINCOLN AVE
BUCKEYE, AZ 85326

CARRANZA GABRIEL
25382 W LINCOLN AVE
BUCKEYE, AZ 85326

TORRES ANNA
25383 W LINCOLN AVE
BUCKEYE, AZ 85326

PROCOM INVESTMENTS INC
3160 LIONSHEAD AVE STE 1
CARLSBAD, CA 92010

RH EVERGREEN OWNERCO LLC
5001 PLAZA ON THE LAKE SUITE 200
AUSTIN, TX 78746

DIAZ TRINIDAD RUBIO
25407 W LINCOLN AVE
BUCKEYE, AZ 85326

SINGER ROLAND
25415 W LINCOLN AVE
BUCKEYE, AZ 85326

BALLARD TAMMY J
8691 S 253RD AVE
BUCKEYE, AZ 85326

BINFORD AUSTIN/SANDERS MARIE
25431 W LINCOLN AVE
BUCKEYE, AZ 85326

DIXSON CARRIE
25439 W LINCOLN AVE
BUCKEYE, AZ 85326

FLORES ALEXANDER
25447 W LINCOLN AVE
BUCKEYE, AZ 85326

RIOS CLAUDIA P
25455 W LINCOLN AVE
BUCKEYE, AZ 85326

FKH SFR PROPCO D L P
1850 PARKWAY PL SE STE 900
MARIETTA, GA 30067

SANDEZ JESUS ALBERTO
8688 S 253RD DR
BUCKEYE, AZ 85326

STARLINE REAL PROPERTY LLC
2556 N 162ND LN
GOODYEAR, AZ 85395

KREAGER CRAIG L/NANCY J
8630 S 253RD DR
BUCKEYE, AZ 85326

TRAPERO ESMERALDA
8614 S 253RD DR
BUCKEYE, AZ 85326

MAGANA CINDY/DANIEL
8598 S 253RD DR
BUCKEYE, AZ 85326

ANDERSON CHESTER CHARLES JR
8561 S 253RD DR
BUCKEYE, AZ 85326

AGUIRRE LEONARDO MICHELL/APRIL D
8577 S 253RD DR
BUCKEYE, AZ 85326

GUZMAN NOEL
8593 S 253RD DR
BUCKEYE, AZ 85326

GALLOW HENRY DALE
8609 S 253RD DR
BUCKEYE, AZ 85326

BAPTISTE ROYSIE/PULCHAN ALLISON
8625 S 253RD DR
BUCKEYE, AZ 85326

GALLEGOS JULIAN GERALDO
8641 S 253RD DR
BUCKEYE, AZ 85326

MAXEY TRISTAN JOVON/CHRISTY A
8657 S 253RD DR
BUCKEYE, AZ 85326

OLVER JOHN ROBERT
8689 S 253RD DR
BUCKEYE, AZ 85326

SRMZ 4 ASSET COMPANY 1 LLC
5001 PLAZA ON THE LK STE 200
AUSTIN, TX 78746

AMANUWEL MICHAEL O/IZDIN SULTY
8722 S 253RD AVE
BUCKEYE, AZ 85326

LANZ FELIX
8690 S 253RD AVE
BUCKEYE, AZ 85326

WONG BRIAN T
40926 NUNES CT
FREEMONT, CA 94539

YOUNG TIMOTHY W/RONDA L
8626 S 253RD AVE
BUCKEYE, AZ 85326

CAMPBELL TOMMY DURAN
8610 S 253RD AVE
BUCKEYE, AZ 85326

BRATT JAMES R. JR/IRENE ELIZABETH
8594 S 253RD AVE
BUCKEYE, AZ 85326

MCCOY TKEYAH VANESSA
8578 S 253RD AVE
BUCKEYE, AZ 85326

BROOKS TIMOTHY E
8562 S 253RD AVE
BUCKEYE, AZ 85326

OROSCO BRANDO/JENNIFER DORRIE
8547 S 253RD AVE
BUCKEYE, AZ 85326

ADAMS LAURITZ DEAN
8563 S 253RD AVE
BUCKEYE, AZ 85326

GREEN LONNIE T JR/DAY APRIL L
8595 S 253RD AVE
BUCKEYE, AZ 85326

HERNANDEZ PABLO JR
8611 S 253RD AVE
BUCKEYE, AZ 85326

SAM ALVIN
8627 S 253RD AVE
BUCKEYE, AZ 85326

BARBA FRANCISCO GUTIERREZ
8643 S 253RD AVE
BUCKEYE, AZ 85326

RAMSEY TYLER
8707 S 253RD AVE
BUCKEYE, AZ 85326

MUPR 3 ASSETS LLC
5001 PLAZA ON THE LAKE SUITE 200
AUSTIN, TX 78746

UNITED STATES POSTAL SERVICE
850 CHERRY AVE FSC551
SAN BRUNO, CA 94066

ARIZONA MACHINERY CO
11111 W MCDOWELL RD
AVONDALE, AZ 85392

AMERIGAS PROPANE L P
PO BOX 798
VALLEY FORGE, PA 19482

ROBIDOUX ROGER A TR
21135 W MAIN ST
BUCKEYE, AZ 85326

BROWN RANDALL L/SHANNON L
25500 W US HWY 85
BUCKEYE, AZ 85326

JACOBSON GREGORY A/TRACY L
25400 W US HIGHWAY 85
BUCKEYE, AZ 85236

MELTON NATHAN S/TARA R
25360 W US HWY 85
BUCKEYE, AZ 85326

PRB INVESTMENTS LLC
25550 W US HWY 85
BUCKEYE, AZ 85326

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 16-21

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF BUCKEYE ON APPROXIMATELY 29 ACRES LOCATED GENERALLY WEST OF THE SOUTHWEST CORNER OF 1ST STREET (MILLER ROAD) AND MONROE AVENUE (MC 85), FROM PR, PLANNED RESIDENTIAL, AND CC, COMMERCIAL CENTER, TO DC, DOWNTOWN COMMERCIAL.

WHEREAS, by adoption of this Ordinance, the City Council desires to amend the Zoning Map of the City of Buckeye by amending approximately 29 acres from PR, planned residential, and CC, Commercial Center, to DC, Downtown Commercial; and

WHEREAS, this will involve amending approximately 11.60 acres from PR, planned residential, and approximately 17.36 acres from CC, Commercial Center; and

WHEREAS, all required notices of the public hearings scheduled on this zoning request were provided pursuant to the Development Code of the City of Buckeye and State law; and

WHEREAS, the City of Buckeye Planning & Zoning Commission held a public hearing on October 26, 2021, and recommended approval of this zoning change subject to conditions; and

WHEREAS, the recommended zoning changes are in conformity with the general plan.

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

Section 1. The Zoning Map of the City of Buckeye is hereby amended by changing approximately 29 acres of property, as described on **Exhibit A** and depicted on **Exhibit B**, both attached hereto, from CC, Commercial Center (APN 400-35-001R and APN 400-35-001X), and PR, Planned Residential (APN 400-35-002E and APN 400-35-00F), to DC, Downtown Commercial.

Section 2. All present and future owners of the property described in **Exhibit A** shall develop the property in accordance with the terms and requirements of the Buckeye 29 Rezoning Narrative, as provided in **Exhibit C**, and the conditions shown on **Exhibit D**, attached hereto.

Section 3. The Mayor, the City Manager, the 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 2nd day of November 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

**EXHIBIT A
TO
ORDINANCE NO. 16-21**

Legal Description

THAT PORTION OF THE FOLLOWING PROPERTIES:

PARCEL NO. 1

THAT PORTION OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS;

COMMENCING FOR A TIE AT THE EAST QUARTER CORNER OF SECTION 6;

THENCE SOUTH 00 DEGREES 16 MINUTES 50 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION, 33 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 16 MINUTES 50 SECONDS EAST, ALONG SAID EAST LINE, 880.90 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 10 SECONDS WEST, 253.00 FEET;

THENCE NORTH 00 DEGREES 16 MINUTES 50 SECONDS WEST, 60 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 10 SECONDS WEST, 200 FEET;

THENCE NORTH 00 DEGREES 16 MINUTES 50 SECONDS WEST, 419.16 FEET;

THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST, ALONG A LINE 433 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST MIDSECTION LINE OF SAID SECTION, 2177.71 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 45 SECONDS EAST, 400.06 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG A LINE 33.00 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST MIDSECTION LINE OF SAID SECTION, SAID LINE BEING THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 60-70 (FORMERLY U.S. HIGHWAY 80), A DISTANCE OF 2625.17 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 40 FEET THEREOF; AND

EXCEPT THE WEST 50 FEET OF THE NORTH 400.06 FEET THEREOF; AND

EXCEPT THE SOUTH 60 FEET OF THE WEST 213 FEET OF THE EAST 253 FEET OF THE NORTH 913.90 FEET OF SECTION 6; AND

EXCEPT A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

BEGINNING AT A POINT 40 FEET WESTERLY AND 33 FEET SOUTHERLY OF THE EAST QUARTER CORNER OF SAID SECTION 6;

THENCE SOUTH 00 DEGREES 16 MINUTES 50 SECONDS EAST (RECORDED AND MEASURED) ALONG A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST SECTION LINE, A DISTANCE OF 370.00 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS WEST (RECORDED) NORTH 89 DEGREES 21 MINUTES 50 SECONDS WEST (MEASURED), A DISTANCE OF 270.00 FEET;

THEN NORTH 00 DEGREES 16 MINUTES 50 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 370.00 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST (RECORDED) NORTH 89 DEGREES 21 MINUTES 50 SECONDS EAST (MEASURED) 33 FEET SOUTH OF AND PARALLEL TO THE MIDSECTION LINE OF SAID SECTION 6, A DISTANCE OF 270.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING FOR A TIE AT THE EAST QUARTER CORNER OF SECTION 6;

THENCE SOUTH 00 DEGREES 15 MINUTES 50 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION, 33.00 FEET;

THENCE CONTINUING SOUTH 00 DEGREES 16 MINUTES 50 SECONDS EAST, ALONG SAID EAST LINE, 880.90 FEET;

THENCE NORTH 89 DEGREES, 43 MINUTES 10 SECONDS WEST, 253.00 FEET;

THENCE NORTH 00 DEGREES 16 MINUTES 50 SECONDS WEST, 60.00 FEET;

THENCE SOUTH 89 DEGREES, 43 MINUTES 10 SECONDS WEST, 200.00 FEET;

THENCE NORTH 00 DEGREES, 16 MINUTES 50 SECONDS WEST, 222.16 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 21 MINUTES 50 SECONDS WEST, 861.59 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 27 SECONDS WEST, 197.00 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 60 SECONDS EAST ALONG A LINE 433.00 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST MID-SECTION LINE OF SAID SECTION, 861.45 FEET;

THENCE SOUTH 00 DEGREES 16 MINUTES 50 SECONDS EAST, 197.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B
TO
ORDINANCE NO. 16-21**

Depiction of Property
(see following page)

[illegible]

**EXHIBIT C
TO
ORDINANCE NO. 16-21**

Buckeye 29 Rezoning Project Narrative

(On file with the City of Buckeye City Clerk's Office)

**EXHIBIT D
TO
ORDINANCE NO. 16-21**

Conditions

- a. Development of the property shall be in general conformance to the project narrative report referenced as “Buckeye 29 Rezoning Report Narrative, PLZZ 20 00015” consisting of sixteen (16) pages, dated July 2021, except as modified by the following conditions:
 - A. The property owner(s) and their successors waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as a result of this approval.
 - B. At the time of development of lot 1, a replat of lot 1 will be required to dedicate additional right of way along mc 85 for right turn lanes.
 - C. Owner owns a “Pre-Code well.” If owning rights to a “Pre-Code well” is valuable to the City per State Law, owner will deed a well site within 660’ of the existing Pre-Code well to the City, provided that:
 - 1. Location of the wellsite and easements are to be mutually agreed on.
 - 2. Any water impact fee credits will require a separate agreement and will need the approval by City Council.
 - D. All information in regards to infrastructure is conceptual in nature and shall be verified in detailed engineering analysis at site planning stage.
 - E. The conceptual site plan identified in the narrative is for illustrative purposes only and does not constitute an approved site plan. Any site plan on the site will require a separate site plan submittal, review, and approval and shall conform to all City of Buckeye codes and regulations at the time of submittal.
 - F. This subdivision is subject to a Street Light Improvement District (SLID) and Parkway Maintenance Improvement District (MID): A SLID shall be put in place to pay for the electricity costs of the streetlights that will be required along MC 85 and any other public streets anticipated or existing. There is an existing SLID in Park Place and it shall be expanded to include this development. One new MID shall be put in place for each new HOA.